

CONFIDENTIALITY AGREEMENT

保密协议

This Confidentiality Agreement ("Agreement") is entered into as of [ December ], 20 [ 19 ], by and between Zhejiang Geely Automobile Parts & components Stock Co., Ltd. ("Buyer")

And

[Beijing Goldrare Automobile Parts Co., Ltd.] ("Supplier"), (together, the "Parties" and individually, "Party").

本保密协议（“协议”）于 20[ 19 ]年[ 12 ] 由浙江吉利汽车零部件采购有限公司（“买方”）和 [北京光华荣昌汽车部件有限公司]（“供应方”）（合称“双方”，单称“一方”）签署。

1. "Confidential Information" disclosed by the disclosing party ("Discloser") under this Agreement to the receiving party ("Recipient"), is described as any and all information - including but not limited to technical, practical and commercial information - relating to the business of the Discloser or its Affiliates or their products, whether disclosed orally, in writing or by electronic means, or in any other form, and regardless of whether or not marked or identified as confidential at the time of disclosure. For the purpose of this Agreement, Affiliate shall mean, in relation to any Party hereto, any company, enterprise or other entity which is directly or indirectly subordinate to, or controlled by or directly or indirectly controls, that Party; or is under common control as that Party. For the purpose of the previous sentence, the term "control" means ownership of fifty percent (50%) or more of the registered capital or voting stock of the enterprise or other entity, the power to appoint the chairman, president, factory chief or other principal person in charge of the enterprise or other entity, the power to elect a majority of the directors of the enterprise or other entity or the power to direct the management of the enterprise or other entity.

本协议项下由披露一方（“披露方”）向接收一方（“接收方”）披露的“保密信息”指与披露方或其附属机构的业务或他们的产品相关的任何及全部信息，包括但不限于技术、实用以及商业信息，无论该等信息是以口头、书面、电子或任何其他方式披露，也无无论在披露时是否被标注或识别为保密。就合同目的而言，合同任何一方的附属机构是指直接或间接隶属于或受控于以及直接或间接控制该合同方或与该合同方共同受控于第三方的公司、企业或其他单位。在上一句中，“控制”一词是指拥有另一企业或其他主体 50% 以上的注册资本或有投票权的股票，或有权任命另一企业或其他实体的董事长、总裁、工厂厂长或其他主要负责人，或有权选举另一企业或其他主体的大多数董事，或有权指导另一企业或其他主体的管理工作。

2. This Agreement controls only Confidential Information disclosed during the two (2) year term of this Agreement, unless terminated earlier by the Parties. A Party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other Party. Expiration or termination of this Agreement shall not affect the rights and obligations of the Parties regarding Confidential Information disclosed prior to such expiration or termination. 除非双方提前终止本协议，本协议仅适用于在本协议两年期限内披露的保密信息。一方可随时通过提前三十（30）天书面通知另一方终止本协议。本协议的届满或终止不影响

双方对本协议届满或终止前已披露的保密信息所享有的权利和承担的义务。

3. Recipient's duty to protect Confidential Information disclosed under this Agreement extends for a period of ten (10) years from the date of expiration or termination of this Agreement, whichever is sooner (the "Confidentiality Period").

接收方对本协议项下披露的保密信息所承担的保护义务延续至本协议届满或终止（以两者中先发生的为准）后的十（10）年内（“保密期间”）。

4. Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient is permitted to disseminate Confidential Information to its Affiliates, provided, however, in relation to [Beijing Goldrare Automobile Parts Co., Ltd.], that such Affiliate is not a manufacturer of vehicles. Further, Recipient is also permitted to disseminate Confidential Information to its employees and consultants and those of its Affiliates, to the extent it is necessary in order for the Recipient to fulfill its obligations in relation to the Discloser. If Confidential Information is so disseminated, said Affiliates, their employees and consultants, respectively, shall be made fully aware of the obligation of confidentiality contained within this Agreement, and shall undertake similar obligations of confidentiality. The Recipient will be fully liable for any actions of its Affiliates, their employees and consultants in breach of this Agreement.

接收方应以与保护本方性质类似的保密信息的相同的注意程度（但不得低于合理的注意程度）保护已披露的保密信息，以防止保密信息被泄露给第三方或被公开。接收方可以将保密信息披露给他的附属机构，前提是就 [北京光华荣昌汽车部件有限公司]（为接收方而言，该附属机构非汽车制造商。接收方还可以将保密信息披露给为履行接收方对披露方的义务而需知晓该等信息的接收方自己的以及其附属机构的员工和顾问。如果保密信息被披露至上述附属机构，他们的员工和顾问应分别充分知晓本协议下所规定的保密义务并且承诺承担类似的保密义务。接收方将对其附属机构、他们的员工和顾问违反本协议的任何行为承担完全的责任。

5. Recipient, its Affiliates, their employees and consultants, respectively, may only use the Confidential Information for the purpose of evaluating the possibility for the Parties to cooperate within the area of HX11 project.

接收方、其附属机构、他们的员工和顾问分别仅能为评估双方在 HX11 项目内合作的可能性而使用保密信息。

6. This Agreement imposes no obligation upon Recipient with respect to Confidential Information which is demonstrated by Recipient as:

接收方对其可证明的下列信息不负有本协议项下的保密义务：

- (a) in Recipient's possession before receipt from Discloser,  
在从披露方处知悉前，接收方已经获得的信息，
- (b) in the public domain through no fault of Recipient,  
信息已进入公共领域，且非因接收方过错所致，
- (c) rightfully received by Recipient from a third party without a duty of confidentiality,  
接收方从不负有保密义务的第三方处正当地获得的信息，

### 3 (6)

- (d) required to be disclosed by law, court order or other lawful governmental action, but only to the extent so ordered or compelled by law, and provided that Recipient shall notify Discloser so that Discloser may attempt to obtain a protective order, 由于法律，法院指令或其他合法的政府行为所要求披露的信息，但应仅限于法律所命令或强制披露的程度，且前提是接收方应通知披露方以便披露方可以尝试获得保护令，
- (e) disclosed by Recipient with Discloser's prior written approval, or 在披露方书面同意后由接收方披露的信息，或
- (f) independently developed by Recipient's employees or agents without access to Discloser's Confidential Information. 由接收方的员工或代理在未接触披露方保密信息的前提下独立开发的信息。

7. Upon receipt of written request from Discloser prior to the expiration of the Confidentiality Period, Recipient shall return or, at Recipient's option, destroy with written verification being provided to Discloser, all copies of writings and other materials in its possession or control that contain Confidential Information received from Discloser under this Agreement.

在保密期间届满前收到披露方的书面请求后，接收方应自行选择返还或销毁（须向披露方提供销毁的书面证明）其持有或控制的包含根据本协议从披露方处获得的保密信息的所有书面副本或其他材料。

8. Confidential Information disclosed to the Recipient remains the property of the Discloser and such disclosure does not entail any transfer of any rights, e.g. intellectual property rights, to such Confidential Information disclosed under this Agreement, except the limited right to make copies of Confidential Information as necessary.

向接收方披露的保密信息仍为披露方的财产，且该等披露并不导致在本协议项下披露的保密信息的任何权利（例如知识产权）的转让，但必要的复制保密信息的有限权利除外。

9. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party.

任一方在本协议下没有义务从另一方购买任何服务或物品。

10. Recipient shall adhere to any and all national and foreign export control laws and regulations, as applicable, and any and all national and foreign trade restrictions, as applicable, in any way related to this Agreement in each case.

接收方应在每一个案中遵守以任何方式与本协议相关的任何及全部国内和国外的出口管制法律和法规（如适用），以及任何及全部国内或国外的贸易限制（如适用）。

11. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

双方并未意图通过本协议在双方之间建立任何代理或合伙关系。

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12. All modifications to this Agreement must be made in writing and signed by both Parties.  
所有对本协议的修改应当采用书面形式，并由双方签署。

13. Neither Party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of the other Party.

未经另一方事先书面同意，任一方不得公开宣布或披露本协议或其条款与细则，也不得对本协议作广告或任何宣传。

14. In the event a supply or development agreement is signed between the Parties or a Purchase Order is otherwise issued, the provisions regarding confidentiality in such signed agreement or referred to in such Purchase Order will apply to any and all information exchanged under this Agreement and thus take precedence over this Agreement.

在发出生产物资或提供服务的采购订单或双方签订合同时，买方当时有关该合同或采购订单的条款和条件将被用以规范披露方在本协议项下披露的任何保密信息，并且在本协议与条款产生冲突时优先适用。

15. This Agreement shall be governed in accordance with the substantial laws of Sweden (if Buyer has its principal place of business outside of PRC) or People's Republic of China (if Buyer has its principal place of business in the PRC).

若买方主要营业地在中华人民共和国境外,本协议受瑞典实体法管辖。若买方主要营业地在中华人民共和国境内,本协议则受中华人民共和国实体法管辖。

16. In case both Parties have their principal place of business in the People's Republic of China, any dispute arising from or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties. The seat of arbitration shall be Shanghai, People's Republic of China, where also the hearings shall be held. The language of the arbitration shall be English. The arbitral tribunal shall be composed of a sole arbitrator, unless the Parties otherwise agree in writing. The arbitrator appointed by the Parties as well as an arbitrator appointed by CIETAC need not be a member of the Panel of Arbitrators issued by CIETAC. The sole arbitrator shall not be a national of the People's Republic of China or Sweden. The arbitral tribunal shall adopt an adversarial approach when examining the case. The Summary Procedure for claims not exceeding RMB 2,000,000 set out in Chapter IV of the CIETAC Rules shall not apply.

若双方都在中华人民共和国境内有主要营业地，因本协议而引起的或与本协议有关的任何争议，或者本协议的违约、终止或无效，均应提交中国国际经济贸易仲裁委员会（“贸仲”）按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁地和开庭地均为中华人民共和国上海。仲裁语言为英语。除非双方另行书面同意，仲裁庭应当由一名独任仲裁员组成。当事双方选定的仲裁员以及贸仲指定的仲裁员无需出自贸仲的仲裁员名册。独任仲裁员不得为中华人民共和国或瑞典国籍。仲裁庭应采用辩论式审理案件。贸仲规则第四章规定的不超过 200 万人民币的争议所适用的简易程序在此不予适用。

17. In all other cases than described in Article 16, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce (the "SCC Mediation Institute"). Mediation will be by a sole mediator, the location for the mediation shall be Stockholm, Sweden, and the language of the mediation

Mutual NDA

BUYER INITIALS: \_\_\_\_\_

SUPPLIER INITIALS: \_\_\_\_\_

shall be English. The Parties will jointly appoint a mutually acceptable mediator. If the Parties are unable to agree on a mediator within twenty (20) days after initiating the mediation, the mediator shall be appointed by the SCC Mediation Institute.

若双方主要营业地不属于上述第 16 条的情况，则因本协议而产生的或与本协议有关的任何争议、分歧或主张，或者本协议的违约、解除或无效，均应根据斯德哥尔摩商会调解院（“SCC 调解院”）规则进行调解。调解由一名调解员独任审理，调解地点为瑞典斯德哥尔摩，调解语言为英语。双方应共同选定一名彼此均可接受的调解员。如果双方无法在调解程序启动后二十（20）日内就调解员人选达成一致，则调解员由 SCC 调解院指定。

Where the dispute cannot be settled by mediation, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the “SCC”). The arbitral tribunal shall be composed of a sole arbitrator, unless the Parties otherwise agree in writing. The Parties will jointly appoint a mutually acceptable arbitrator. If the Parties are unable to agree on an arbitrator within twenty (20) days after initiating the arbitration, the arbitrator shall be appointed by the SCC. The seat of arbitration shall be Gothenburg, Sweden, and the language to be used in the arbitral proceedings shall be English, unless both Parties have their principal place of business in Sweden, in which case it shall be Swedish.

若争议无法由调解解决，则应根据斯德哥尔摩商会仲裁院（“SCC”）仲裁规则通过仲裁的方式最终予以解决。除非双方另行书面同意，仲裁庭应当由一名独任仲裁员组成。双方将共同委任一名彼此接受的仲裁员。如果在仲裁程序开始后二十（20）天内双方不能就仲裁员的人选达成一致，则由 SCC 指定一名仲裁员。仲裁地为瑞典哥特堡，仲裁程序中使用的语言为英语，但是如果双方主要营业地都在瑞典，那么仲裁程序中使用的语言就应该为瑞典语。

18. The Parties will each bear the costs they incur in preparing for and conducting any mediation or arbitration, and will share equally the costs of any mediator or arbitrator (or related costs); however, all costs incident to enforcing the arbitration award (if any) will, to the maximum extent permitted by the substantial laws of the country which laws shall apply subject to Article 15, be charged against the Party resisting enforcement.

双方各自承担就其准备或进行任何调解或仲裁所产生的费用，并且平均分担任何调解员或仲裁员产生的费用（或与之相关的费用）；但是，在依据第 15 条确定适用的实体法所允许的最大范围内，所有因执行仲裁裁决所产生的费用（如有）由拒绝执行的一方承担。

19. In any arbitration proceeding, any legal proceeding to enforce any arbitration award, or any other legal proceedings between the Parties relating to this Agreement, each Party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Such waiver includes a waiver of any defense of sovereign immunity in respect of enforcement of arbitral awards and/or sovereign immunity from execution over any of its assets.

在任何仲裁程序、任何执行仲裁裁决的法律程序，或双方之间有关本协议的任何其他法律程序中，每一方明示放弃其主权豁免的抗辩和任何其他基于其作为主权国家的代理或机构之事实或主张而产生的抗辩。该等放弃包括就执行仲裁裁决和/或对任何其资产的执行的主权豁免的抗辩的放弃。

20. Either Party may apply to the arbitration tribunal seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or

provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

任何一方可以向仲裁庭申请禁令性救济直到仲裁裁决作出或争议以其他方式解决。任何一方也可以在不放弃基于本协议所享有的任何救济的情况下，在仲裁员作出关于争议的是非曲直裁判之前向有管辖权的法院申请临时性的救济以便对该合同方的权利或财产进行必要的保护。

21. The English-language version of this Agreement shall take precedence over any translation hereof.

本协议的英文版本效力高于在此其他任何翻译版本。

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Zhejiang Geely Automobile Parts &  
Components Stock Co., Ltd.  
浙江吉利汽车零部件采购有限公司

[Beijing Goldrare Automobile Parts Co.,  
Ltd.]  
[北京光华荣昌汽车部件有限公司]

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[Authorized Signature]  
[授权签名]

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[Authorized Signature]  
[授权签名]

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[Signatory's Title]  
[签署人职位]

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[Signatory's Title]  
[签署人职位]