

CONFIDENTIALITY AGREEMENT

保密协议

- This Confidentiality Agreement (this "Agreement") is made on 6 January, 2024 by and Magna Hongli Automotive Systems Group Co., LTD. Hunan branch, a company duly organized and existing under the laws of China (hereinafter referred to as "**Party A**") and Hunan Guanghua Rongchang Automotive Parts Co., Ltd., a company duly organized and existing under the laws of (hereinafter referred to as "**Party B**").

本保密协议（以下简称“本协议”）由麦格纳宏立汽车系统集团有限公司湖南分公司，一家依据中国法律合法组建并有效存续的公司（以下简称“甲方”），和【湖南光华荣昌汽车部件有限公司】，一家依据中国法律合法组建并有效存续的公司，（以下简称“乙方”）于2024年01月06日签署。

Party A and Party B are hereafter individually called the "**Party**" and jointly called "**Both Parties**".

甲方和乙方以下单独称“一方”，合称“双方”。

PREAMBLE 前言

Whereas Party A and Party B propose to cooperate on the project (hereinafter called the "**Project**") and that, during the Project, Party A will disclose certain information of a confidential and/or proprietary nature, which requires to be kept in strict confidence by Party B.

鉴于甲、乙双方的长期合作关系，在合作过程中甲方将向乙方透露某些机密的和/或具有专有财产权性质的信息和数据，这些信息和数据需要乙方予以保守秘密。

NOW, THEREFORE, BOTH Parties agree as follows:

有鉴于此，双方协议如下：

1. Purpose 宗旨

The purpose of this Agreement is to define the terms and conditions under which the Confidential Information (defined hereinafter) belonging to, or held by, Party A (hereinafter the "Discloser") and disclosed directly or through non-contracting party to Party B (hereinafter the "Receiver") or which Party B might have access to, must be treated.

本协议的宗旨在于规定对待甲方所拥有或持有的（该方下称“披露方”）、并直接或通过非协议方披露给乙方的（该方下称“接收方”）的保密信息（定义见下文）或接收方可能接触的保密信息时必须遵守的条款和条件。

2. Confidential Information 保密信息

For the interpretation of this Agreement, the expression "**Confidential Information**" means any type of information relating to the Discloser, its customers or its co-contractors, belonging to it or in its possession for any reason whatsoever, in any form whatsoever (tangible or intangible provided that any intangible information shall be reduced in writing) or on any medium whatsoever (notably, paper, sample, electronic impulse, electronic or computer medium or film), identified as "**confidential**" or "**secret**" or by the use of terms of similar effect.

在本协议中，“保密信息”系指与披露方、其客户或共同承包商相关的、属于披露方的或因任何原因由披露方占有的、以任何形式存在的（有形或无形，但无形的保密信息应还原为书面形式）、或以任何媒介记录的（尤其是纸张、样本、电子脉冲、电子或计算机媒介或胶片）、被标注为“保密”或“秘密”的或通过具有类似效果的用语而被确定为“保密”或“秘密”的任何种类的信息。

Any analyses, notes or documents drafted or drawn up by the Receiver on the basis of or relating to the Confidential Information shall also be considered as Confidential Information.

接收方根据保密信息起草或制订的或接收方起草或制订的与保密信息相关的任何分析、记录或文件也应被视为保密信息。

Information shall not be considered as Confidential Information if the Receiver can prove that such information:

- a) was already in the public domain before its disclosure to or its access by the Receiver or became so after its disclosure to or its access by the latter, without breach of its obligations under this Agreement; or
- b) was already known by the Receiver before its disclosure by the Discloser with the exception of that which would have already been provided or to which the Receiver would already have had access by virtue of another confidentiality agreement; or
- c) has been developed by the Receiver independently from its access to Confidential Information; or
- d) has been legally obtained by the Receiver from non-contracting party not subject to a confidentiality obligation with the Discloser, in circumstances legally permitting its use.

如接收方能够证明任何信息属于下列情况的，该等信息不应被视为保密信息：

- a) 该等信息在被披露给接收方或在接收方获得以前已经处于公开领域，或在披露给接收方或接收方获得以后，在未违反本协议项下的义务的情况下进入公开领域；或
- b) 接收方在披露方披露该等信息以前已经获知该等信息，但根据其他保密协议而提供给接收方或接收方根据其他保密协议而接触的信息除外；或
- c) 接收方非依靠保密信息而自行开发的信息；或
- d) 接收方已经从未对披露方承担保密义务的非协议方处合法获得该等信息，且该等非协议方合法许可其使用。

3. Obligation of non-disclosure and confidentiality 不披露和保密义务

Subject to the provisions set forth in Article 5, the Receiver undertakes to keep strictly confidential and secret all Confidential Information and, without the prior written agreement of the Discloser (which may give or refuse it at its sole discretion) not to:

- (1) disclose to non-contracting parties the purpose and the contents of this Agreement, or the fact that discussions are taking place about the Project; and
- (2) disclose to non-contracting parties Confidential Information that it has received or to which it has had access to. It is agreed that, if the Discloser authorises such disclosure to non-contracting party, the Receiver undertakes to make this disclosure only in accordance with the conditions stipulated by the Discloser in its authorization, and shall be liable for any disclosure of the Confidential Information in breach of such authorization; and
- (3) use the Confidential Information for any other purpose than that of the evaluation of the Project.

尽管有第五条的规定，接收方承诺对所有保密信息严格保密，并且未经披露方事先书面同意（披露方可自行决定是否同意），决不：

- (1) 向非协议方披露本协议的宗旨和内容，或披露就本项目进行商谈的事实；和
- (2) 向非协议方披露其已收到的或接触到的保密信息。双方同意，如果披露方授权向非协议方进行披露，接收方承诺仅按照披露方在其授权中所规定的条件进行该等披露，并承担因为违反该等授权而对保密信息进行的任何披露所造成的责任；和
- (3) 将保密信息用于本项目评估以外的任何其他目的。

The Receiver shall take any and all measures reasonably necessary in order to protect the Confidential Information from any disclosure, such measures being at least similar to those taken by itself in order to protect its own confidential information and it shall notably but not exclusively :

- (1) limit access to the Confidential Information to its sole company officers and employees, directly involved in the Project who shall have need thereof, subject to (i) having informed them beforehand of the confidential nature of the said Confidential Information and (ii) ensuring and guaranteeing that they handle the said Confidential Information in accordance with the terms and conditions of this Agreement and (iii) at the express request of the Discloser, their signing a confidentiality undertaking; and
- (2) only to copy and/or reproduce all or part of the Confidential Information within the limits necessary to the Project, and provided that such Confidential Information is being marked as "**Confidential**" or "**Secret**"; and
- (3) refrain from any action that could harm, or carry out any action necessary for the preservation of the confidentiality of the Confidential Information.

接收方应采取所有合理的必要措施保护保密信息不被披露，该等措施至少应与接收方为保护其自身的保密性的信息而采取的措施相似，尤其包括但不限于：

- (1) 通过以下方式，仅限直接参与本项目并有需要接触保密信息的本公司管理人员和员工接触保密信息：
(i)事先告知该等人员该等保密信息的保密性质，和(ii)保证和确保该等人员根据本协议的条款和条件处理该等保密信息，和(iii)应披露方的明确要求，要求该等人员签署保密承诺书；和
- (2) 仅在本项目必要的范围内复印和/或复制全部或部分保密信息，并且该等保密信息应标有“保密”或“秘密”字样；和
- (3) 禁止任何可能危及保密信息的保密性的行为，或采取为保护保密信息的保密性所必要的任何行为。

4. Obligation to return 归还义务

At any time upon first request of the Discloser and within 30 (thirty) days from the expiry or the termination of this Agreement for any reason whatsoever, the Receiver undertakes to:

- (1) return to the Discloser the Confidential Information provided or obtained, including all copies thereof, or at the option of the Receiver, to destroy the said Confidential Information and all copies thereof and to certify this in writing; and
- (2) destroy any document or medium in any form whatsoever containing all or part of the said Confidential Information and, at the request of the Discloser, to certify this in writing; and
- (3) no longer use the Confidential Information and any other document in any form whatsoever containing all or part of the Confidential Information.

任何时间一经披露方要求或在本协议届满或不因何原因终止起的三十（30）天内，接收方承诺：

- (1) 将所有提供的或获得的保密信息（包括其所有副本）归还披露方，或接受方选择销毁该等保密信息及其所有副本并书面证明该等销毁；和
- (2) 销毁含有所有或部分该等保密信息的所有文件或任何形式的媒介，并应披露方的要求书面证明该等销毁；和
- (3) 不再使用保密信息和含有全部或部分保密信息的任何形式的任何其他文件。

The return or destruction of the Confidential Information in accordance with the provisions of this Article shall not release the Receiver from its other obligations under this Agreement.

根据本条的规定归还或销毁保密信息并不解除接收方在本协议项下的其他义务。

5. Statutory obligation to disclose 法定披露义务

Should the Receiver be obliged by virtue of a statutory provision, a judgement or any other decision or act of an entity statutorily vested with a power, with which the Receiver must comply, to disclose the purpose

and the contents of this Agreement, the fact that discussions are taking place about the Project or all or part of the Confidential Information (hereinafter the "**Statutory Disclosure**"), then the Receiver undertakes:

- (1) to immediately notify the Discloser, to the extent permitted by applicable law and as far as possible before complying with such Statutory Disclosure, of its existence and its intentions to comply therewith, in such a way as to allow the Discloser to take any action in order to preserve the confidentiality of its Confidential Information; and
- (2) to assist the Discloser in any action to preserve the confidentiality of the Confidential Information, and to systematically consult with the Discloser before any reply and, more generally, to do anything that shall be reasonably possible to protect the Confidentiality of the Confidential Information in accordance with the provisions of this Agreement, at the sole cost and expense of the Discloser.

如果接收方根据其必须遵守的、由拥有合法权力的实体所作出的法律规定、判决或任何其他决定或法案有义务披露本协议的宗旨和内容、就本项目进行商谈的事实或全部或部分保密信息（下称“法定披露”），则接收方承诺：

- (1) 在适用法律允许的范围内，立即通知披露方，并且在进行法定披露以前尽快地将其进行法定披露的原因和意图通知披露方，以便披露方能够采取行动保护保密信息的保密性；和
- (2) 在披露方承担全部费用的前提下，协助披露方为保护保密信息的保密性而采取的任何行动，并在作出任何回复以前以及广而言之根据本协议规定为保护保密信息的保密性所合理必须的范围内采取任何行动前与披露方进行系统的协商。

6. Non-compliance with the provisions of this Agreement 违约规定

The Receiver acknowledges that any breach of its obligations as stipulated in this Agreement may cause serious damage to the Discloser and, as a consequence:

- (1) notwithstanding the provisions of paragraph (2) below, the Discloser may request under emergency and/or interim legal proceedings, any action preventing such a breach, or to oblige the Receiver to perform its obligations; and
- (2) the Receiver shall compensate the Discloser, to the extent permitted by applicable law, for any direct losses, liability, damages, incurred by the Discloser because of such a breach; and
- (3) Discloser should often communicate with Receiver and help Receiver to avoid negligent breach of contract.

接收方承认，对本协议规定的任何义务的违反可能对披露方造成严重的损害，因此：

- (1) 尽管有以下第（2）段的规定，披露方可以根据应急和/或临时法律程序要求采取任何行动以阻止该等违约或强制接收方履行其义务；且
- (2) 在适用法律允许的范围内接收方应赔偿披露方因该等违约而遭受的直接损失、责任和损害；且
- (3) 披露方应经常与接收方沟通，为接收方创造条件，避免接收方出现过失性违约。

7. No transfer of ownership rights 不转让所有权

This Agreement can in no way be interpreted as conferring, transferring or creating for the benefit of the Receiver, any ownership or utilisation right whatsoever, express or implicit, over all or part of the Confidential Information or any other element to which it refers and, notably but not exclusively, over any know-how or intellectual or industrial property right other than the right to receive and to use the Confidential Information in accordance with the terms and conditions of this Agreement.

本协议不应被解释为向接受方授予、转让或为其创立了除根据本协议的条款和条件接收和使用保密信息以外的、关于全部或部分保密信息或保密信息所涉及的任何其他信息（尤其是但不限于任何专有技术或知识或工业产权）的、任何性质的、明示或默示的所有权或使用权。

Therefore, the Receiver undertakes not to claim any industrial and/or intellectual property right whatsoever based on the Confidential Information or the elements to which it refers and undertakes not to use it directly or indirectly in its know-how or for its own industrial or intellectual property rights.

因此，接收方承诺，决不主张与保密信息或保密信息所涉及的任何其他信息相关的任何工业和/或知识产权，且决不在其专有技术中或为其自己的工业或知识产权而直接或间接地使用保密信息。

Exception clause: Both Parties shall enter into separate license agreements or contracts if they agree that the rights to industrial property, intellectual property and know-how are to be granted, assigned or created beyond the Confidential Information received and used under this Agreement.

例外条款：双方同意如将授予、转让或创立除根据本协议的条款和条件接收和使用的保密信息以外的工业产权、知识产权和专有技术，双方需另行签署许可合同。

8. Effective date – Term 生效日 – 期限

This Agreement shall enter into force on the date hereof for a term of one year, notwithstanding any termination or suspension of the exchanges of Confidential Information before the Agreement's expiry.

本协议自本协议签字之日起生效，期限为十(10)年，尽管在本协议届满前保密信息的交换可能会发生终止或中断。

In the event that an agreement has not been reached and no contract relating to the Project has been signed before the expiry of this Agreement, Both Parties expressly agree that the Article 3, 4, 5 and 6 shall remain in force for a period of three (3) years following the expiry of this Agreement.

若就本项目无法达成一致并签署合同，则双方明确同意，本协议的第三款，第四款，第五款和第六款应在本协议期满后三（3）年内保持有效。

9. Disputes - Jurisdiction 争议 – 管辖

This Agreement will be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute, controversy or claim arising out of or relating to this Agreement, shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with its arbitration rule then in effect. An arbitral award shall be final and binding upon Both Parties.

本协议受中华人民共和国法律管辖并根据该等法律进行解释。因本协议引起的或与本协议相关的任何争议、纠纷或索赔应提交上海国际经济贸易仲裁委员会，根据其届时有效的仲裁规则进行仲裁。仲裁裁决应为终局裁决，并对双方具有约束力。

10. General provisions 一般规定

10.1 Scope of this Agreement 本协议的范围

This Agreement constitutes the sole contractual document governing relations among Both Parties for the purpose stipulated in the Preamble above and supersedes any negotiation, commitment and written document made prior to its entry into force.

本协议构成双方之间就合同前言所规定宗旨而发生的关系所适用的唯一合同性文件，并取代本协议生效之前所达成的任何协商、承诺和书面文件。

Any modification to this Agreement shall only be made by a written agreement duly signed by Both Parties.

对本协议的任何修改仅可通过双方正式签署书面协议的方式进行。

This Agreement shall not be interpreted as:

- (1) constituting the obligation for the Discloser to disclose Confidential Information throughout the duration of this Agreement, (the Discloser shall decide, at its sole discretion, Confidential Information that it wishes to disclose and to stop disclosing Confidential Information without this constituting grounds for the termination of this Agreement); and
- (2) constituting a commitment by one Party to sign a contract of any nature whatsoever for the Project; and
- (3) constituting the obligation for the Receiver to pay to receive the Confidential Information and
- (4) constituting a de facto partnership, joint venture, agency, foundation or other association of any nature whatsoever between Both Parties, each Party being individually liable for its obligations as defined in this Agreement; and
- (5) allowing one Party, vis-à-vis non-contracting parties, to act or declare that it has the authority to act as an agent or representative, or through any other means, to commit or bind the other Party to any obligation whatsoever.

本协议不应被解释为:

- (1) 构成披露方在本协议的全部期限内向接收方披露保密信息的义务（披露方应自行决定其希望披露的保密信息，且其停止披露保密信息的决定并不构成终止本协议的理由）；且
- (2) 构成一方为本项目而签订任何性质合同的承诺；且
- (3) 构成接收方为接收保密信息而需要承担的付款义务；且
- (4) 构成双方之间的事实上的公司、合营、代理、基金会或任何其他性质的其他联合关系，每一方均应单独对其在本协议项下的义务承担责任；且
- (5) 允许一方在面对非协议方时作为或声称其有权作为另外一方的代理人或代表，或以其他方式使另外一方承担不论何种性质的义务。

10.2 Absence of guarantee 无担保

The Receiver acknowledges and accepts that the Discloser does not provide any guarantee that the Confidential Information is accurate and/or complete. None of the provisions of this Agreement may be interpreted as constituting a guarantee by the Discloser to the Receiver that may involve the liability of the Discloser because of, or as a result of the use of Confidential Information by the Receiver.

接收方承认并同意，披露方并未提供任何关于保密信息的准确性和/或完整性的保证。本协议的任何规定不应被解释为已构成披露方对接收方所作出的一项保证，从而使披露方由于或因接收方使用了保密信息而可能承担责任。

10.3 Severability 可分性

Should any provision of this Agreement be, for any reason whatsoever, invalid or unenforceable, the remaining provisions shall not be affected by this invalid or unenforceable provision. Therefore Both Parties undertake to renegotiate the said invalid or unenforceable provision in order to restate the said provision as nearly as possible with the original intention of Both Parties in accordance with the governing laws.

若本协议的任何规定由于任何原因而无效或不可执行，则其他规定不受该无效或不可执行规定的影响。双方承诺将重新就该无效或不可执行规定进行协商，以便根据适用的法律将该等规定以尽可能接近双方原意的方式进行重述。

10.4 Waiver 弃权

The fact that Party A at any time does not apply any of the provisions of this Agreement or does not request the application thereof by Party B shall not be considered as constituting a waiver of any such provision or of any another provision, or as affecting the validity of this Agreement or the right of Party A to subsequently claim the application of the said provision or of the Agreement itself. This clause is not applicable to the exception clauses.

甲方在任何时候不实施本协议的任何规定或不要求乙方实施该等规定，不应被视为构成甲方对任何该等规定或任何其他规定的弃权，或被视为影响本协议的效力或影响方以后主张实施该等规定或本协议的权利。例外条款不在此列。

10.5 Transfer 转让

Both Parties acknowledge that Party A's disclosure of its Confidential Information is Intuitu Personae and that no assignment or transfer of all or part of this Agreement, or of the rights and/or obligations arising from it, may be done to the benefit of a non-contracting party without the express prior written agreement of Party A, including in the event of merger, demerger, split off or partial transfer of assets.

双方承认，甲方向乙方披露保密信息仅针对乙方，未经甲方明确的事先书面同意，乙方不会将本协议的全部或部分或本协议项下的权利和/义务转让或出让给非协议方，包括在发生合并、合并终止、换股或资产部分转让的情况下。

10.6 Notices 通知

Any communication among Both Parties shall be sent to:

双方之间的通讯方式如下：

For Party A:

甲方：麦格纳宏立汽车系统集团有限公司湖南分公司

Attn:

收件人：

Address: 1#,No.35Dongfeng Road,Xiangtan Economic and Technological Development Zone, Hunan Province

地址：湖南省湘潭经济技术开发区东风路 35 号创新创业标准厂房 1#

Tel/电话：

Fax/传真：

For Party B:

乙方：湖南光华荣昌汽车部件有限公司

Attn:

收件人： 赵伍祥

Address: Building 7, Hainachuan Park, Liyu Industrial Park, Zhuzhou City, Hunan Province

地址：湖南省株洲市栗雨工业园海纳川园区 7 号厂房

Tel/电话：18373371656

Fax/传真：

For the application of this Article, any notice shall be deemed as effective at the earliest at:

- its date of receipt if it is delivered by hand ;
- the date of the acknowledgement of receipt of the machine if it is sent by e-mail, fax or telex ;

- the expiry of a maximum period of four (4) days for a sending within the same country and six (6) days for a sending abroad, starting on its delivery to a local post office for a registered letter, or to an express letter service with a system for tracking delivery.

就本条的适用而言，任何通知应被视为在下列情况中最先发生的时间收悉：

- 若面交，为收到之日；
- 若通过电子邮件、传真或电传发送，为机器所确认的收悉之日；
- 若通过挂号信或快递方式发送，为挂号信交至当地邮局起或快递件交至具有跟踪系统的快递服务公司起四（4）日（国内通讯）或六（6）日（跨国通讯）期满之日。

10.7 This Agreement is made both in Chinese and English, if there is any conflict, the Chinese version prevails. This Agreement becomes binding upon the last signature of authorized representatives of Both Parties.

本协议有中、英文版本，如有任何冲突，以中文版本为准。本协议在最后一个授权代表签字后生效。

Signed in Xiangtan in two (2) originals, with each Party holding one copy.

双方在湘潭签订本协议，正本一式贰（2）份，双方各持一份。

Party A: 麦格纳宏立汽车系统集团有限公司湖南
分公司
甲方：

Party B: 湖南光华荣昌汽车部件有限公司
乙方：

Authorized Representative/授权代表:

Authorized Representative/授权代表: