

**Confidentiality Agreement
(Non-Disclosure Agreement)**

保密协议
("NDA")

This Non-Disclosure Agreement is executed on [] (the "EFFECTIVE DATE") at [Xuzhou by and between

本保密协议于【 】（“生效日期”）在【徐州】签订。本协议的双方为：

Name of Parties 名称	Full Address, Location, Country: 地址	Referred to as 简称
thyssenkrupp rothe erde (Xuzhou) Ring Mill Co., Ltd. 蒂森克虏伯罗特艾德（徐州）环锻有限公司	No. 6 Luoshan Rd, Economic Development Zone, Xuzhou city 221004, P.R. China 中国江苏省徐州经济开发区螺山路 6 号	"PARTY A" "甲方"
[] 【 】	[] 【 】	"PARTY B" "乙方"

- hereinafter also individually referred to as "PARTY" and collectively the "PARTIES".
下文各自简称为“一方”，合称为“双方”。

The PARTIES intend to [] (the "BUSINESS RELATIONSHIP" or "PROJECT"). With regard to the evaluation and execution of the PROJECT, it is necessary that the PARTIES exchange industrial and trade secrets as well as other confidential information. To allow for the unhindered exchange of such confidential information and for the protection of their proprietary rights and interests, the PARTIES hereby conclude as follows:

双方拟进行【 】（“商业关系”或“项目”）。为评估和执行项目，双方有必要交换工业和商业机密以及其他机密信息。为了实现这些机密信息的无障碍交换以及保护其所具有的权利和利益，双方特此达成以下协议：

1. This NDA shall apply to any and all of the following which has been and will be provided by one PARTY (the "DISCLOSING PARTY") to the respective other PARTY (the "RECEIVING PARTY"), or of which the other PARTY has or will have become aware of in connection with the PROJECT:

本保密协议适用于以下由一方（“披露方”）向另一方（“接收方”）提供的或接收方因本项目已经或将要知悉的信息：

- documents/information that are/is marked as 'internal'/ 'confidential'/ 'strictly confidential information' or other such similar marking,
被标记为“内部” / “机密” / “重大机密信息” 或其他类似标记的文件/信息；
- sensitive information, as for example key information of significant projects (e.g. sensitive know-how), inventions pre IPR-filing, construction plans, design drafts, research plans, customer/supplier or personnel data, business strategies and business plans, trade secrets, accounts, costs, administrative or financial or sales-related activities or related information, IT assets, operating methods/procedures, personalized data (e.g. contracts, contract data), sample contracts, drafts, forms, concepts, statistics of anonymized personalized data, formulae, CAD-Files, technical drawings, commercial bases of calculation and offers,

敏感信息，例如重大项目的关键信息（例如敏感的专有技术），在知识产权申请之前的发明，施工计划，设计草案，研究计划，客户/供应商或人员数据，业务策略和业务计划，商业机密，账目，成本，行政、财务或销售相关活动或相关信息，IT 资产，操作方法/程序，个性化数据（例如合同、合同数据），样本合同，草案，表格，概念，匿名个性化数据的统计数据，公式，CAD 文件，技术图纸，商业计算基础和报价；

- c) any information or documents that is either as a whole or in the precise arrangement and composition of their constituent parts not public knowledge or readily accessible to persons in the circles which normally handle this type of information, and whose confidentiality results from (i) its nature or (ii) the circumstances of its disclosure (e.g. the information is protected against third-party access through locked storage; encryption; restricted access) regardless whether or not the information is explicitly marked as ‘internal’/‘confidential’/‘strictly confidential’ or in a similar way, 任何信息或文件，无论是作为一个整体还是在其组成部分的精确安排和组成中，不为公众所知或通常处理此类信息的人员不容易获取的信息或文件，其机密性来源于（i）其性质或（ii）其披露的环境（例如通过锁定存储、加密、受限制的访问等方式防止第三方访问信息），无论该信息是否明确标记为“内部”/“机密”/“重大机密”或以类似方式标记；

in any case irrespective of its nature and format (verbal, in writing, in text form or in any other form) and whether the information is linked to other non-confidential information (all documents and information according to the aforementioned subparagraphs hereinafter called “DISCLOSED INFORMATION”).

无论其性质和形式如何表达（口头、书面、文字形式或其他形式），以及无论该信息是否与其他非机密信息相关联（所有根据上述款项描述的文件和信息以下统称为“披露信息”）。

2. The PARTIES shall strictly comply with all applicable laws and regulations, including but not limited to export and import control laws, competition regulations, antitrust laws and data protection regulations in their up-to-date version. To this end, the PARTIES will only exchange information that is related to the PROJECT and that is necessary for its successful completion.

双方应严格遵守所有适用的法律法规，包括但不限于出口和进口控制法律、竞争法规、反垄断法和最新版数据保护法规。为此，双方仅交换与项目相关的信息以及为完成项目而必须交换的信息。

3. The PARTIES hereby undertake to keep strictly confidential any and all DISCLOSED INFORMATION they receive or have received from the respective other PARTY – either directly or indirectly – in connection with the PROJECT, whether received orally or in writing or in any other form. Such DISCLOSED INFORMATION must not be disclosed without the prior written consent of the DISCLOSING PARTY in any way whatsoever, in whole or in part, to a third party. Neither the content nor the existence of this NDA (including the fact that the PARTIES are engaged in discussions or transactions hereunder) shall be disclosed to a third party nor announced to the public without prior written consent of the other PARTY.

双方在此承诺：严格保密从另一方直接或间接收到或已收到的与项目有关的任何和所有披露信息（无论是口头、书面还是任何其他形式）。未经披露方事先书面同意，不能以任何方式全部或部分地将这些披露信息透露给第三方。本保密协议的内容和存在（包括双方正在进行讨论或交易的事实）不得在未经另一方事先书面同意的情况下透露给第三方或公之于众。

AFFILIATES as defined hereinafter are not regarded as third parties for the purposes of this NDA if they are also bound by confidentiality obligations which correspond to the confidentiality requirements laid out in this NDA. AFFILIATES is defined as either (aa) such companies which are affiliated to one of the PARTIES within the meaning of Company Law of the People's Republic of China or other national laws and regulations, or (bb) any company, now existing and future, directly or indirectly (via one or more subsidiaries) (i) controls

one of the PARTIES, (ii) is controlled by one of the PARTIES, or (iii) is controlled by the same parent company as one of the PARTIES, with “control” being understood as holding at least fifty percent (50%) or more voting rights of the respective PARTY (the “**AFFILIATES**”).

如果下文定义的关联公司也受与本保密协议中规定的保密要求相对应的保密义务的约束，则其不被视为本保密协议中的第三方。关联公司的定义为（aa）根据《公司法》或其他国家法律和法规，与本协议其中一方有关联的公司；或者（bb）任何现存或未来的公司，直接或间接（通过一个或多个子公司）（i）控制着其中一方，（ii）受到其中一方的控制，或（iii）受到与其中一方相同的母公司的控制，其中“控制”是指持有受影响一方至少百分之五十（50%）或以上的表决权的公司（“关联公司”）。

The PARTIES further undertake to use the DISCLOSED INFORMATION solely within the scope and for the purposes of the PROJECT and particularly not to use, directly or indirectly, the DISCLOSED INFORMATION for its own industrial purposes or for the industrial purposes of any third person or party, except to accomplish the purposes of the PROJECT or unless such use has been contractually agreed upon. In particular, the PARTIES may not study, disassemble or test a received product or object by means of reverse engineering insofar as such actions are not exceptionally permitted by a contract between the PARTIES or compulsory applicable law. Information and findings obtained through reverse engineering are in any case subject to confidentiality in accordance with this NDA.

双方承诺仅在项目范围内和为项目使用披露信息，不直接或间接地将披露信息用于其自身的工业目的或任何第三人或第三方的工业目的，除非是为了完成项目或双方已在合同上约定了此类使用。尤其是，双方不得在没有双方合同约定或强制适用法律允许的情况下，通过逆向工程的方式研究、拆解或测试所收到的产品或物体。通过逆向工程获得的信息和结果在任何情况下都须适用本保密协议的规定。

The PARTIES shall take any and all necessary and reasonable measures (e.g. by organizational, physical or technical means such as storage in locked rooms or cabinets, locking electronic devices, electronic access control or by using standard encryption techniques, confidentiality agreements) to comply with their respective confidentiality obligations under this NDA and to protect the DISCLOSED INFORMATION from unauthorized access. Each PARTY shall ensure that its personal leaving shall have any and all access rights terminated, thus ensuring that there is no unauthorized access to DISCLOSED INFORMATION.

双方应采取一切必要和合理的措施（例如通过组织、物理或技术手段将保密信息存放在锁定的房间或柜子中，锁定电子设备，控制电子访问权限，使用加密技术，保密协议等），以遵守本保密协议下各自的保密义务，并保护披露信息免受未经授权的访问或获取。每一方应确保其人员离职后，其所有访问或获取权限被终止，从而确保没有未经授权就能访问或获取披露信息的现象。

4. The DISCLOSED INFORMATION shall only be disclosed to those of the RECEIVING PARTY's (or its AFFILIATES') directors, officers/organs, employees, agents, representatives or professional advisors (including attorneys, accountants and financial advisors/consultants) (together the “**RECIPIENT REPRESENTATIVES**”) who need to know and/or analyze the DISCLOSED INFORMATION in order to perform tasks for the benefit of the PROJECT. 披露信息仅应透露给接收方（或其关联公司）为执行项目需要知晓和/或分析披露信息的董事、高管/主管、员工、代理人、代表或专业顾问（包括律师、会计师和财务顾问/顾问）（以下统称“接收代表”）。

The PARTIES shall ensure that prior to receipt of DISCLOSED INFORMATION their respective RECIPIENT REPRESENTATIVES (i) are informed about the obligations under this NDA and (ii) submit to the confidentiality

obligations required by the RECEIVING PARTY under this NDA in writing as if it were a party thereto, unless they are subject to confidentiality obligations arising from similar agreements or provisions, e.g. by virtue of applicable professional rules or under their respective employment agreement on terms no less strict than those of this NDA.

双方应确保在接收披露信息之前，各自的接收代表（i）已被告知本保密协议下的义务，并且（ii），以书面形式表示其将会像本协议当事方一样遵守接收方在本保密协议下所要求的保密义务，除非他们已受到类似协议规定的相关保密义务的约束，例如：依据适用的专业规则或根据其各自的雇佣协议，但其保密严格程度不低于本保密协议。

5. The confidentiality obligations shall not apply to information, which
保密义务不适用于以下信息：

- a) was known to the RECEIVING PARTY on a non-confidential basis prior to its disclosure by the DISCLOSING PARTY; or
在披露方披露之前，接收方已以非保密方式知晓的信息；
- b) was generally available in the public domain at the time of disclosure or, after disclosure, becomes publicly known or available, not as a result of a breach of this NDA; or
在披露时，公众已知晓获得；或者在披露之后，已公开或已被公众知晓或可得，且公众获得此信息不是因为任一方违背本保密协议而获得的；
- c) becomes available to either PARTY on a non-confidential basis from a third party, entitled to disclose the information; or
由有权披露该信息的第三方非保密地向任一方披露的信息；
- d) has been developed by the RECEIVING PARTY independently from the DISCLOSED INFORMATION.
接收方无需借助披露信息而获得的信息；

The burden of proof regarding the fulfilment of any of the exceptions mentioned in the aforementioned subparagraphs lies with the PARTY claiming to rely on such exception.

关于满足上述各款中提及的任何例外情况的举证责任由主张此类例外情况的一方承担。

6. If the RECEIVING PARTY or any RECIPIENT REPRESENTATIVE is required to disclose DISCLOSED INFORMATION – in whole or in part – by applicable law/statutory regulation (such as mandatory antitrust laws), court order or order of a public authority or pursuant to any other official regulations or stock exchange rules, the RECEIVING PARTY or RECIPIENT REPRESENTATIVE is permitted to disclose the DISCLOSED INFORMATION, provided however, that the RECEIVING PARTY shall (and shall ensure that the RECIPIENT REPRESENTATIVE respectively),

如果根据适用法律/法规（如强制性的反垄断法）、法院判决、公共机构的命令或根据任何其他官方规定或证券交易所规则的要求，接收方或任何接收代表需要披露披露信息的全部或部分内容，接收方或接收代表有权披露披露信息，但前提是，接收方应当（并确保相应的接收代表），

- immediately inform the DISCLOSING PARTY at least in text form about the existence and scope of such an obligation and the precise circumstances (in particular, DISCLOSED INFORMATION to be disclosed, the relevant recipient, and the legal grounds for such disclosure);
立即至少以书面形式通知披露方，告知这种义务的存在和范围以及其他具体情况（特别是要披露的披露信息、相关的接收方和披露的法律依据）；
- consult with the DISCLOSING PARTY on possible legal steps to avoid or restrict the disclosure (e.g. by injunction or other suitable protective measures), and to take steps to limit any disadvantages for the DISCLOSING PARTY and/or any of its AFFILIATES;

与披露方商议可能采取的法律步骤以避免或限制披露（例如通过禁令或其他适当的保护措施），并采取措施以减少披露方和/或其任何关联公司的任何不利影响；

- disclose only that portion of DISCLOSED INFORMATION the disclosure of which is required by applicable law/statutory regulation, court order or order of a public authority or pursuant to any other official regulations or stock exchange rules and ensure, to the extent possible, its confidential treatment by the relevant recipient.

仅披露根据适用法律/法规、法院判决、公共机构的命令或根据任何其他官方规定或证券交易所规则要求披露的披露信息部分，并在可能的情况下，确保相关接收方对其进行保密处理。

7. To the extent that the RECEIVING PARTY or any RECIPIENT REPRESENTATIVE is not permitted to fulfil any of the obligations under clause 6 prior to the disclosure of DISCLOSED INFORMATION to the relevant public authority or court, the RECEIVING PARTY shall (and shall cause the relevant RECIPIENT REPRESENTATIVE respectively to) immediately inform the DISCLOSING PARTY on all details of the disclosure.

在披露披露信息给相关公共机构或法院之前，如果接收方或任何接收代表不能履行第 6 条规定的任何义务，接收方应当（并确保相关的接收代表）立即向披露方通报所有披露细节。

8. This NDA shall enter into force once it has been duly signed by both PARTIES on the EFFECTIVE DATE and shall end either upon completion of this BUSINESS RELATIONSHIP/PROJECT or five (5) years after the EFFECTIVE DATE, whichever event occurs later, whereas any confidentiality obligation under this NDA remains valid for a further term of five (5) years after expiration or termination of this NDA. Ordinary termination of this NDA by the Parties is excluded. Should any DISCLOSED INFORMATION contain trade secrets, such information shall be protected as long as and to the extent such information remain a trade secret as per applicable law.

本保密协议自双方签署之日（生效日）起生效，并在上商业关系/项目完成或生效日五（5）年后到期，以较晚的事件为准。本保密协议下的保密义务自本保密协议到期或解除后五（5）年继续有效。无正当理由双方不得解除本保密协议。如果任何披露信息包含商业秘密，只要这些信息在适用法律下仍然是商业秘密，就应当受到保护。

9. Upon first demand by the DISCLOSING PARTY or following an expiration or a termination of this NDA, the RECEIVING PARTY shall immediately return or securely and definitely destroy any and all DISCLOSED INFORMATION received in writing and any other material received in whatever form, including any and all copies made unless the RECEIVING PARTY is legally obligated to a longer retention period or must keep copies for evidence purposes. Such copies shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein and shall be deleted after expiration of the designated time period. DISCLOSED INFORMATION that is contained in routinely saved electronic data e.g. data processing systems (backups) shall be deleted within the following regular deletion process or at least blocked if a deletion is not feasible. The RECEIVING PARTY is obliged to confirm the destruction or the final deletion/blocking of all DISCLOSED INFORMATION received upon request of the DISCLOSING PARTY at least in text form.

在披露方首次要求或本保密协议到期或解除后，接收方应立即返还或以安全的方式销毁以书面形式收到的所有披露信息以及以任何形式收到的其他材料，包括任何已制作的副本，除非接收方在法律上有义务对保密信息保留更长的期限或必须保留副本作为证据。此类副本应根据该类规定受到相应期限的保密，并在该类规定指定时间段过期后删除。以常规路径保存的电子数据中包含的披露信息（例如数据处理系统备份）应在常规的删除过程中删除，或者如果无法删除，至少应拦截。在披露方的要求下，接收方应至少以书面形式确认已销毁或最终删除/拦截收到的所有披露信息。

10. The PARTIES (or its subcontractors or suppliers, as the case may be) shall remain proprietors of any and all DISCLOSED INFORMATION made available to the respective other PARTY, including any associated intellectual property rights. The PARTIES acknowledge that the disclosure and making available of DISCLOSED INFORMATION does not constitute a transfer of any interest or grant of any license or else – especially, but not limited to, any rights of use, exploitation or filing of registrations - in any intellectual property rights. The disclosure of any DISCLOSED INFORMATION that contains protectable inventions does neither constitute a prior publication nor a right of prior use for the purposes of patent or utility model laws. Before the PARTIES start any project-related activities the PARTIES will convene without undue delay to conclude a project-related agreement, which shall also regulate allocation and exploitation of (joint) work results.

双方（或其分包商或供应商，视情况而定）将各自保留所有披露给对方的披露信息的所有权及其涉及的相关的知识产权。双方承认：披露和提供披露信息并不包含任何知识产权的转让、授予任何许可或其他权益（特别注意：不限于任何使用权、开发权或注册权等知识产权）。任何包含受发明保护的披露信息的披露既不构成专利法上的在先公开，也不构成专利法上的在先使用。在双方开始任何与项目相关的活动之前，双方应迅速召开会议以签署一个与项目相关的协议，该协议还将调整（共同）工作成果的分配和开发。

11. There are no side agreements to this NDA. Any amendments or additions to this NDA must be made in writing and thus signed by legal representative or duly authorized representatives and stamped to become effective. This also applies to a waiver of the written form requirement.

本保密协议没有任何附加协议。对于本保密协议的任何修改或增补必须以书面形式进行，且须法定代表人或授权代表签字并加盖公章方有效。这也适用于书面形式要求的豁免。

12. Each PARTY warrants it has the right to disclose the information actually disclosed; however, this NDA does not obligate any of the PARTIES hereto to disclose any information to the other PARTY. The conclusion and execution of this NDA does not entitle either PARTY to act in any way for the other PARTY and do not create any payment obligations or other commitments that go beyond the subject matter of this NDA, in particular to enter into any future contractual relationship with the other PARTY.

各方保证有权披露实际上披露的信息；然而，本保密协议并不要求任何一方向另一方披露任何信息。本保密协议的订立和执行并不授权任何一方以任何方式代表另一方行事的权利，也不产生任何超出本保密协议标的付款义务或其他承诺，特别是任何未来可能的与另一方建立合同关系的承诺。

DISCLAIMER:

DISCLOSED INFORMATION is provided within the framework of this NDA “as is” with no warranty or representation as to its accuracy, correctness or completeness. The PARTIES do not assume any liability towards each other or any third person or party resulting from the use of any DISCLOSED INFORMATION.

免责声明：

在本保密协议框架内披露的信息是“原样”提供的，披露方不对其准确性、正确性或完整性提供任何保证或陈述。双方对对方或任何第三人或第三方因使用任何披露信息而产生的任何责任概不负责。

13. This NDA may not be assigned or transferred (in whole or in part, and whether limited to rights or benefits only) or novated to any third party without obtaining the prior written consent of the other PARTY which consent shall not be unreasonably withheld or delayed, however, no such consent shall be required in case of assignment/transfer to any of a PARTY'S AFFILIATES (whether existing or established in the future).

未经另一方事先书面同意（该同意不得被不合理地拒绝或拖延），不得将本保密协议转让转移（全部或部分，无论是否仅限于权利或利益）或更新给任何第三方。如果将本协议转让转移给任何一方的关联公司（无论是现有的还是未来成立的），则无需上述同意条件。

14. If one or more provisions of this NDA shall be or become invalid or unenforceable, in whole or in part, this shall not affect the validity or enforceability of the remaining provisions. Unless agreed within reasonable period of time by the PARTIES to the contrary in the specific case the invalid or unenforceable provision shall be replaced by the applicable statutory rule or, lacking a statutory regulation, by a valid and enforceable provision whose contents comes as close as possible to what the PARTIES would reasonably have agreed upon had they known of the invalidity or unenforceability of the respective provision when entering into this NDA. The same shall apply if the NDA contains a gap.

如果本保密协议的一项或多项条款全部或部分无效或不可执行，不应影响其余规定的有效性或可执行性。除非双方在合理的时间内就具体情况达成不同的意见，否则无效或不可执行的条款应被适用的法律规则取代，或者在缺乏法律法规的情况下，该条款应被有效且可执行的、其内容尽可能与双方在签订本保密协议时如果知晓该条款无效或不可执行时会合理同意的条款替代。如果本保密协议存在遗漏，该遗漏也应当按上述规则处理。

15. Due to the proprietary and competitively-sensitive nature of the DISCLOSED INFORMATION, a breach of this NDA by the RECEIVING PARTY may cause irreparable harm or damage to the DISCLOSING PARTY, which injury will be inadequately compensable in damages. Without prejudice to any other relief to which it may be entitled to, the DISCLOSING PARTY shall be entitled, without the requirement of posting a bond or other security (unless required by compulsory applicable law), to the remedies of preliminary or permanent injunction in respect of any actual breach or threatened breach of the provision of this NDA by the RECEIVING PARTY.

因披露信息的专有性和竞争敏感性，接收方违反本保密协议可能会对披露方造成无法弥补的伤害或损害，此种损害是赔偿金不足以弥补的。在不影响披露方有权获得任何其他救济的情况下，披露方有权就接收方实际违反或可能违反本保密协议的规定而获得初步或永久禁令的救济，且无需缴纳保证金或其他担保（强制适用法律规定的除外）。

16. The RECEIVING PARTY shall notify the DISCLOSING PARTY in writing promptly, but no later than two (2) working days, upon the occurrence of any unauthorized release of DISCLOSED INFORMATION or breach of this NDA of which it becomes aware, this shall however not release the RECEIVING PARTY of its obligations under this NDA.

一旦接收方发现任何未经授权的披露信息的泄露或违反本保密协议的情况，接收方应及时以书面形式通知披露方，最迟不超过两（2）个工作日，但这并不免除接收方在本保密协议下的义务。

17. This NDA shall be governed by and interpreted according to the substantive laws of PRC. Any provisions of international private law shall be excluded. Any and all disputes arising out of or in connection with this NDA (including preliminary or interim measures) or its validity shall be finally settled in accordance with the then applicable Arbitration Rules of China International Economic and Trade Arbitration Commission. The seat of arbitration shall be Beijing. The arbitral tribunal consists of three arbitrators appointed in accordance with aforementioned rules. Unless agreed to the contrary, the arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final, binding and enforceable by any court having jurisdiction for that purpose.

本保密协议应受中华人民共和国的实体法管辖并根据该实体法进行解释。排除国际私法的适用。所有与本保密协议有关的争议（包括初步或中期措施）或其有效性有关的争议，将最终提交中国国际经济贸易仲裁委员会并按照其届时有效的仲裁规则进行仲裁。仲裁地点将位于北京。仲裁庭根据上述规则，任命三名仲裁员组庭。除非另有约定，仲裁程序将以中文进行。仲裁裁决将是最终的、有约束力的，且由有管辖权的法院执行。

[This is the signature page for the NDA]

【本页为保密协议的签字页】

For PARTY A 甲方	For PARTY B 乙方
Stamp: 盖章:	Stamp: 盖章:
legal representative or duly authorized representatives: 法定代表人或授权代表:	legal representative or duly authorized representatives: 法定代表人或授权代表: