

Confidentiality Agreement

保密协议

This Confidentiality Agreement (hereinafter referred to as "Agreement") is entered into by and between _____ with registered address at _____, PRC (hereinafter referred to as "Party B") and Xuzhou Rothe Erde Ring Mill Co., Ltd., with registered address at No.6 Luoshan Road, Xuzhou Economic Development Zone, Jiangsu Province, PRC (hereinafter referred to as "Party A"). Party A and Party B are hereinafter also referred to as individually the "Party" or collectively the "Parties".

本保密协议（以下简称“协议”）由_____（注册地址为_____）（以下简称“乙方”）和徐州罗特艾德环锻有限公司（注册地址为中国江苏省徐州经济开发区螺山路6号）（以下简称“甲方”）签署。甲方和乙方以下分别称为“一方”，合称“双方”。

Preamble

前言 constructional engineering

(A) The Parties intend to enter into a long-term business relationship in connection with supply of constructional engineering design (hereinafter referred to as the "Business Relationship").

双方拟建立关于建筑工程设计长期业务关系（以下简称“业务关系”）。

(B) For purpose of Business Relationship, Party A/ B has already disclosed and/or will be disclosing to Party A /B certain confidential information, including without limitation, business, products, process, technologies, data, analyses, lists, tables, studies, drawings, plans, findings, development performances, identity and contact of customers and suppliers, sales and marketing strategies, financial status etc. of Party A/ B, or other information compiled by (including its personnel, authorized persons, representatives or consultants), in written form, by electronic means, or orally, irrespective

of it has been specifically marked as “Confidential” or not (hereinafter referred to as “Confidential Information”).

基于业务关系的目的，一方已经或将会向另一方披露某些保密信息，包括但不限于业务、产品、工艺、技术、数据、分析、清单、图表、研究、图样、计划、发现、发展动态、客户及供应商的身份及联系方式、销售及市场营销策略、财务情况等，或（包括其员工、授权人士、代表或顾问）汇编的其他信息，而无论是以书面形式、电子形式或口头形式，亦无论其是否被标注“保密”字样（以下简称“保密信息”）。

In accordance with the above Confidential Information, the Parties herewith agree the following:

就以上保密信息，双方特此约定如下：

1. Unless specified otherwise in this Agreement, any and all Confidential Information which Party A/B has received and will receive from Party A/ B in connection with the Business Relationship shall remain Party B’s business secrets or proprietary know-how worthy of protection and constitute the exclusive property of Party A/ B.

除非本协议另有约定，一方基于业务关系而自另一方处已经获得的及将要获得的任何保密信息均具有保护价值的商业秘密或专有技术，系由另一方排他拥有。

2. Both parties shall

双方应：

keep any and all Confidential Information secret, not disclose the Confidential Information to third parties by any means, nor make any unauthorized copies thereof;

对任何保密信息保密，不得以任何方式向任何第三方披露，亦不得未经授权而复制保密信息；

not use Confidential Information for purposes other than those in the interests of the Business Relationship;

不为业务关系之利益以外的目的而使用保密信息；

take all reasonable measures to prevent unauthorized use or disclosure of the Confidential Information

and to protect the confidentiality of Party A/ B's Confidential Information; and

采取合理措施以防止未经授权使用或披露保密信息，并保护披露方保密信息的秘密性；且

make the Confidential Information only available to its personnel and authorized persons, representatives or consultants to the extent necessary for purpose of and in the interests of the Business Relationship, provided that both parties shall ensure its personnel, authorized persons, representatives or consultants having access to the Confidential Information observe and comply with the provisions of this Agreement and are bound by confidentiality obligations equivalent to this Agreement.

仅向为业务关系的目的和利益而向确有必要知悉的员工、授权人士、代表或顾问提供保密信息，但前提是双方应保证获知保密信息的员工、授权人士、代表或顾问遵守本协议的约定，并受与本协议相等的保密义务的约束。

These obligations shall not apply to the extent that

以上义务在下述情况下不适用：

(a) the Confidential Information is in the public domain or otherwise becomes common knowledge;

保密信息进入公有领域或为公众所知；

(b) the Confidential Information was already known to Party A/B before its disclosure by Party A/ B without there having been any violation of an existing obligation to maintain secrecy in respect thereof;

or

一方在另一方披露前已经知悉保密信息，且不存在违反所负相关保密义务的情形；或

(c) the disclosure of the Confidential Information took place by virtue of a decision of a court or of a governmental authority. Such exceptional state of affairs shall require Party A/B to inform Party A/ B accordingly within a reasonable period as to the necessity of disclosure.

依法院或政府机关的决定而需要披露保密信息。以上例外情况下，一方应在合理期间内就披露的必要性而通知另一方。

3. One Party acknowledges that any and all intellectual property rights in connection with the

Confidential Information as well as any and all rights to the use of the Confidential Information, including the right to grant licenses in whole or in part shall remain with another Party.

一方认可，与保密信息有关的任何知识产权及使用保密信息的任何权利（包括全部或部分授权使用）均属于另一方。

4. On termination of the Business Relationship or at the request of Party B, Party A/B shall without delay return to Party A/ B any and all Confidential Information it has received from the latter. Party A/B shall provide Party A/B with written confirmation to the effect that it has returned the Confidential Information according to this Agreement.

在业务关系终止时或依一方要求，另一方应立即返还其接收的任何保密信息，应向书面确认其已根据本协议返还保密信息。

5. The Parties shall treat the existence and content of this Agreement confidential and shall not make reference to the existing Business Relationship or to the name of the other Party in public, advertising without the prior written consent of the other Party.

双方应对本协议的存在和本协议的内容保密，且在未取得对方事先书面同意的情况下，不得在公众场合、广告提及存续的业务关系或对方的名称。

6. This Agreement shall become effective as of the date on which it is signed by the Parties to this Agreement, and shall remain effective until the expiry of a period of [two (2)] years as from the end of the Business Relationship and the return of the Confidential Information by Party A/B.

本协议自经双方签署之日生效，有效期至业务关系结束后且双方各自返还保密信息后[两（2）]年。

Any and all changes or supplements to this Agreement must be made in writing.

对本协议的任何修改或补充均需以书面形式作出。

This Agreement shall be governed by and be construed in accordance with PRC laws.

本协议受中国法律管辖并依其解释。

Any dispute arising from or in connection with this Agreement shall be solved through amicable negotiation. In the event that no mutually satisfactory resolution is reached, any Party may submit the dispute to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration in Beijing in accordance with the arbitration rules of CIETAC then in effect. The arbitral award shall be effective and binding upon the Parties.

因本协议而发生的或与之相关的任何争议应通过友好协商解决。如双方无法达成满意解决方案，任何一方有权将争议提交中国国际经济贸易仲裁委员会（“贸仲”）依其届时有效的仲裁规则在北京仲裁解决。仲裁裁决是生效后,对双方均具有约束力。

The English version of this Agreement shall be for reference only. In case of any inconsistencies, the Chinese version shall prevail.

本协议英文版本仅供参考。如有任何不一致之处，应以中文版本为准。

Xuzhou Rothe Erde Ring Mill Co., Ltd. 徐州罗特艾德环锻有限公司	
Place Xuzhou , date 地点：徐 州，日期	Place Xuzhou , date 地点：徐 州，日期
Signatures 签字	Signatures 签字