



CONFIDENTIALITY AGREEMENT 保密协议

Between
协议双方

GRAMMER Company
address
address

-hereinafter referred to as "**GRAMMER**"-
—以下简称 "**格拉默**"-

and

Company name
address
address

- hereinafter referred to as "**PARTNER**" –
以下简称 "**合作伙伴**" -

- hereinafter referred to as "**PARTY**" or collectively as "**PARTIES**"-
- 单称 "**协议一方**"， 合称 "**协议双方**"

PREAMBLE

This Confidentiality Agreement shall be concluded within the following project [**Projekt**], as far as such project relation is not given this agreement shall apply generally ("**Purpose**"). The initiation and implementation within the Purpose requires that information is made available or exchanged that contains, inter alia, knowledge and experiences including protectable inventions that are not part of the best available techniques.

为本项目计（以下简称为"**项目**"），订立本保密协议。只要项目关系未予明确，本协议应大体上适用（以下简称为"**协议目的**"）。启动和执行本项目要求所得或换来的信息之中含有知识和经验，包括那些并非可以获得的最好技术但却受到保护的发明创造。

"**Information**" for the purpose of this Confidentiality Agreement includes know-how, knowledge, technical and/or commercially sensitive data and information of any other nature which a PARTY makes available to the other PARTY within the scope or in connection with the Purpose , whether directly or indirectly, in particular by data transfer, the handing over of documents, designs, models, equipment, technologies, manuals, drawings, samples, diagrams, data, databases and/or applications, software, tools, feedstock, prices, figures, formulae,

calculations, whether by CD ROM, in writing or orally, in particular also during meetings of the PARTIES or their employees, or in connection with demonstrations, visits or presentations, of whatsoever form.

In order to prevent abuse of knowledge gained therefrom and in order to avoid disadvantages to the PARTIES, the PARTIES have entered into the following.

本保密协议中提到的信息包括技术诀窍、知识、技术和/或商业上敏感的数据、以及协议一方因项目范围或与项目意图相关而以间接或直接方式（特别是通过数据转移和资料移交）获得的其他各类性质的信息，包括文件、图样、模型、设备、技术、手册、图纸、样件、图表、数据、数据库和/或应用程序、软件、工具、原料、价格表、图解、配方、计算公式，无论这些信息以 CD ROM 为载体，还是书面或口头形式的资料，特别是通过协议双方或其雇员的会谈、产品展示、访问、演示或其他活动而得到的资料。

为了防止从上述途径取得的知识被滥用，也为了避免使协议各方带来不利影响，协议双方特订立本保密协议。

CONFIDENTIALITY AGREEMENT

保密协议

1 CONFIDENTIALITY

保密义务

- 1.1 The PARTIES shall keep the gained Information strictly confidential. They will treat and keep such Information confidential at least as they do with respect to their own business- or trade secrets. This Information may be used and exploited by the PARTIES within the Purpose. The Information may not be used, neither directly nor indirectly, for other purposes. It shall not be passed on to third parties or used for own commercial purposes or for other customers or third parties without prior written agreement. Companies affiliated to either PARTY are not considered as third parties. Affiliated Companies shall mean: all present and future companies in which a Party directly or indirectly owns or controls 50 percent or more of the shares, or otherwise has a controlling interest.

协议双方应对其所获得的信息严格保密，应至少以对待和保护本方商业或交易机密的方式来对待和保护此等机密信息。协议双方可以为了达成协议意图而采用和利用此等信息，但不得出于其他意图而间接或直接地使用这些信息。在事先并未取得对方书面协议的情况下，协议一方不得将这些信息传递给任一第三方或使用此等信息以达成自己的商业目的或服务其他客户或第三方。与任何一方有关联的公司都不视为第三方。格拉默关联公司是指所有当前及未来格拉默 AG 直接或间接拥有或控制 50%或更多股份的公司，或有其他方式的控制权益。

- 1.2 The duty of confidentiality applies to all employees, company officers and authorised agents of the PARTIES without regard to the type and legal framework of their employment and/or authorisation. The PARTIES undertake to inform the above-mentioned group of persons about the duty of confidentiality and to ensure that they comply with it. The PARTIES will make their best efforts to ensure that the group of persons falling under the duty of confidentiality remains as small as possible.

保密义务适用于所有员工、公司官员和协议双方的授权代理人，无论这些人士的雇佣和/或授权的类型和法律框架如何。协议双方承诺告知上述人群他们应当承担的保密义务，并确保他们遵守该义务。协议双方将尽最大努力确保这些需要履行保密义务的人群数量越少越好。

- 1.3 The duty of confidentiality does not apply to information which:

保密义务并不适用于下列信息：

- 1.3.1 was known to the other PARTY or which was in its legal possession before its disclosure and which was, neither directly nor indirectly, provided by the disclosing PARTY,

在被披露之前已被协议另一方获悉或合法持有的信息，以及信息披露方以既非直接或间接方式提供的信息；

- 1.3.2 is made available to the other PARTY by third parties, which are not bound to maintain confidentiality vis-à-vis that PARTY, after the signing of this Confidentiality Agreement,

本保密协议订立之后由不对协议一方承担保密义务的第三方传给协议另一方的信息；

1.3.3 was publicly known at the time of disclosure of the Information to the receiving PARTY or which then becomes publicly known without any violation of this duty of confidentiality,

信息披露时已为信息接收方人所周知的信息，或在不违反本保密义务的情况下已经为公众所知悉的信息；

1.3.4 was generated by the receiving PARTY without regard to the information provided by the other PARTY, or which

在未考虑协议另一方提供的信息的前提下由信息接收方制作的信息，或；

1.3.5 must be disclosed by a PARTY due to statutory provisions, an official order or a court order after having informed, to the extent permitted by law, the other PARTY in advance and in writing about the nature and extent of such disclosure requirement.

The PARTY invoking to an aforementioned derogation rule shall carry the burden of proof of its applicability.

在法律许可的范围内已经预先以书面方式告知协议另一方有关信息披露规定的性质和范围的前提下，基于法律法规的要求，官方命令或法院命令使得协议一方必须进行披露的信息。

诉诸上述的减损原则的一方应承担举证责任以说明该原则的可适用性。

1.4 The providing of Information hereunder shall under no circumstances neither be or be deemed to constitute a license or implied license to use any industrial or intellectual property contained in the Information, nor shall it result in an obligation of the PARTIES to conclude a contract. Only the disclosing PARTY shall remain the owner of copyrights and other rights regarding disclosed Information.

在任何情形下，基于本协议提供的信息既不得被视为许可或默许使用该信息中所含的任何工业或知识产权，也不得促成协议双方订立一份合同的义务。有关被披露信息的版权和其他权利只属于信息披露方所有。

1.5 The disclosing PARTY makes no warranty, express or implied, with respect to Information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose, or freedom from intellectual property infringement.

对本协议下发送的信息，信息披露方不做出任何明确担保或默示担保，包括对适销性、适合于任何特定目的或不侵犯知识产权的默示担保。

- 1.6 Nothing in this Agreement shall grant one PARTY the right to make commitments of any kind, for or in behalf of the other PARTY. This Agreement is not intended to be, nor shall it be construed as a joint venture or any similar form of partnership between the PARTIES.

本协议下并无条款授予协议一方为协议另一方或代表协议另一方做出任何承诺的权力。协议双方签订本协议的用意并非或不应被理解为双方要建立一家合资企业或确立类似于伙伴关系的合作关系。

- 1.7 The PARTIES will return all Information, in particular samples, documents and records, including all copies made thereof, received upon a PARTY's request to do so at the end of their cooperation and delete all electronically stored data unless such deletion infringes statutory provisions or is impossible or unless it involves an inordinate amount of time and effort. Notwithstanding the above provision, the PARTIES will provide for their immediate return as soon as their return has been requested. This obligation to return also applies if a petition for the opening of composition or insolvency proceedings over the other PARTY's assets is filed.

协议双方合作结束时，应协议一方的请求，协议双方应返还所有信息，特别是样件、文件和记录，包括但不限于前述样件、文件和记录的复件，并删除所有电子储存信息，除非删除此等信息会违反法律规定或不可能删除此等信息，或者除非删除此等信息会耗费过量的时间与精力。尽管有前述的条款，协议双方如收到返还信息的请求则必须立即返还信息。如果协议一方要求对协议另一方的资产进行债务和解程序或进入破产清算程序，则返还信息的义务仍将适用。

- 1.8 If a PARTY breaches this Agreement with intention and/or at least with negligence it has to indemnify and hold harmless the disclosing PARTY. Furthermore the disclosing PARTY may at its sole discretion terminate any contract with immediate effect and/or cease any form of cooperation and/or search for a restraining order and/or injunctive relief.

如果协议一方有意和/或因为疏忽大意而违反本协议，该协议方应使信息披露方免受损害。此外，信息披露方可以根据自己的审慎判断立即终止任何合同和/或中断任何形式的合作和/或寻求禁令和/或禁令救济。

2 VALIDITY/ENTRY INTO FORCE/DURATION

This Agreement enters into force upon its signing by the PARTIES for a period of five years (“Initial Period”).

The duties of confidentiality continue to apply for another period of five years following the Initial Period.

本协议自协议双方签字之后起生效，有效期（首次有效期）为5年。在首次有效期之后，保密义务继续持续5年时间。

3 OTHER PROVISIONS

3.1 In case any dispute arising from or in connection with the terms of this Agreement fails to be settled by both PARTIES through consultation, the PARTY with the dispute shall submit the dispute to the China International Economic and Trade Arbitration Committee (CIETAC) in Beijing. The result of arbitration is final and binding upon both PARTIES. During the dispute consultation and arbitration period, both PARTIES promise to continue performing the rights and obligations that are not affected by the dispute. The Agreement shall be written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the Chinese and English contents, the English version shall prevail.

如果因本协议条款引起的或与本协议条款有关的任何争议双方未能通过协商解决，有争议的一方应将此争议提交到在北京的中国国际经济贸易仲裁委员会(CIETAC)。仲裁结果是终局的并对双方具有约束力。在争议协商和仲裁期间，双方承诺仍继续履行不受争议影响的权利和义务。本协议用中文和英文写成，具有同等效力。如果在中文和英文之间的解释存在不一致之处，以英文版本为准。

3.2 The terms of this Agreement shall be governed in accordance with the laws of the People’s Republic of China. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 and the applicable conflict of laws principles are hereby expressly excluded.

本协议条款应依据中华人民共和国法律管辖。此处明确排除了 1980 年 4 月 11 日《联合国国际货物销售合同公约》(CISG)的适用性以及诸多法律原则的冲突。

- 3.3 If any of the provisions of this Agreement is or becomes invalid or if this Agreement contains a gap, the validity of the remaining provisions will remain unaffected thereby. The PARTIES will replace the invalid provision by a valid and enforceable provision which comes as close as possible to the economic purpose of the PARTIES. The same applies in the event of a gap.

如果本协议下任一条款无效或者如果本协议存在缺陷之处，余下条款的有效性不会因此而受到影响。协议双方将用一个有效的、可执行的且与协议双方的经济目的尽可能接近的条款来替代前述的无效条款。此规定同样适用于协议存在缺陷的情况。

- 3.4 Modifications or amendments of this Agreement must be in writing. The same applies to any deviation from this formal requirement

本协议的修改或修正必须采取书面形式。此原则同样适用于与本格式规定相违背的情况。

- 3.5 For the purpose of executing this Agreement or any amendment or supplement thereof, facsimile signatures, PDF image signatures or electronic signatures rendered via an electronic signature service (e.g. DocuSign, AdobeSign) shall be treated as original signatures if in accordance with the applicable law and any such document shall be deemed to be in writing.

为了执行本协议或其任何修订或补充协议，在符合法律规定的情况下，传真签名、PDF 图像签名或通过电子签名服务（如 DocuSign、AdobeSign）进行的电子签名应被视为原始签名。任何此类文件应被视为书面形式。

- 3.6 Neither PARTY may assign this Agreement or any of their respective rights and obligations hereunder to any third party without the prior written consent of the other PARTY

如果事先未取得另一方的书面同意，则协议任何一方均不得将本协议或协议下规定的双方各自权利与义务让渡给任一第三方。

3.7 This Agreement also applies to legal successors of the PARTIES.

本协议同样适用于协议双方的法定继承人。

Place, Date

签约地点
签约日期

GRAMMER

格拉默

PARTNER

The undersigned confirms that he is duly authorised to represent **the PARTNER**.

合作伙伴

签约人确认他是合作伙伴正式授权的代理人。

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