\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as **“We”** or **“the Recipient”**) are discussing and negotiating potential opportunity for cooperation, project and transaction with CHERY JAGUAR LAND ROVER AUTOMOTIVE CO., LTD (hereinafter referred as **“CJLR”**) and may enter into purchase contract(s) (hereinafter referred as **“Purchase Contract**”) with CJLR in the near future. During the process ofegotiation of potential cooperation, project and transaction or performance of the Purchase Contract (hereafter collectively referred to as **“Business Dealings”**), CJLR may disclose Confidential Information as defined below to us. Therefore, we hereby agree to be bound by this Commitment Letter for Confidentiality to CJLR, the detailed contents and conditions hereof are as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(以下简称**“我们”**或**“接收方”**)正在与奇瑞捷豹路虎汽车有限公司就某些潜在合作、项目或交易机会进行讨论与谈判，并将可能与CJLR达成采购合同（**“采购合同”**）。在就潜在合作、项目或交易机会进行讨论与谈判的过程中或采购合同履行的过程中（以下统称**“业务往来”**），CJLR可能会向我们披露保密信息（具体定义见下文），为此，我们在此特向CJLR出具该份保密承诺函，同意受本保密承诺函的约束，具体承诺内容如下：

**1. Certain Definitions.**

 **特别定义**
The term "Confidential Information" shall mean:

术语“保密信息”是指：

1. “Affiliate” means, save as otherwise defined in this Letter, in relation to CJLR, any subsidiary of CJLR, the holding company of such party or any other subsidiary of the holding company.

 “关联方”是指，除本承诺函另有规定外，与CJLR相关的，CJLR的任何子公司、该方的控股公司或控股公司的任何其他子公司。

(b) any written information, including drawings, documents, financial statements and projections, product and product cycle plans and any other written information or machine readable data, of a party furnished to us by or on behalf of CJLR which is marked "Confidential" or is clearly of a confidential nature;
由CJLR或CJLR代表向我们提供的标注为“机密”或明显具有机密性的一方的任何书面信息，包括图纸、文件、财务报表和财务预测、产品和生产计划和任何其他书面信息或计算机可读数据；

(c) information, including demonstrations, which is furnished orally, if it is identified at the time of oral delivery or within 30 days after such disclosure as being Confidential Information; and
在口头披露的同时或披露后30日内确定为机密信息的口头信息，包括展示信息；和

(d) any item of hardware, including samples, devices and any other physical embodiments, if it has been identified by CJLR as containing Confidential Information and, to the extent practical to do so, labelled as such.
如果CJLR确定其包含保密信息的和注明为在实际可行范围内包含保密信息的任何硬件，包括样品、设备和任何其他实物载体。

The term "Reasonable Care" shall mean the same degree of care exercised by us with respect to our own information of the same nature as Confidential Information, being no less than a reasonable standard of care.
术语“合理注意”是指我们应采取与对待具有机密性的自身信息相同的标准(不低于合理的注意标准)对待保密信息。

The terms and phrases "includes", "including", "in particular" or any terms of similar effect shall not be construed as implying any limitation;

“包括”、“特别是”等词和短语，不得被解释为暗示任何限制；

**2. Incorporation of Confidential Information in Other Documents.**

**保密信息在其他文件中的合并**

In the event that Confidential Information shall be incorporated into or reflected in other documents or correspondence (whether such document or correspondence is written, oral, visual, electronic, magnetic or other media), such other documents shall be deemed Confidential Information subject to the terms of this Agreement.
如果保密信息须在其他文件或通讯(不论该等文件或通讯是书面、口头、可视、电子、磁性或其他媒介形式)中合并或加以体现，根据本协议条款规定，该等其他文件应被视为保密信息。

**3. Nondisclosure Obligations.**

**保密义务**

We shall maintain the confidentiality of Confidential Information during the term of this Agreement and shall continue to maintain the confidentiality of Confidential Information for a period of five years beginning with the date of the expiry or termination of this Agreement and to limit its disclosure to those of our directors, employees who have a need to know such Confidential Information in order that the objectives of the Business Dealings can be achieved. We shall not copy or use any Confidential Information for any purpose other than as required to conduct these Business Dealings.

在本协议的有效期内以及本协议到期或终止后的五年内，我们将维持保密信息的机密性，并仅限于为达成业务往来目的而需要知悉该等机密信息的我方董事、雇员披露该等机密信息。除为满足业务往来需要外，接收方不得为任何目的复制或使用任何保密信息。

We shall be liable for the acts and omissions of us and our Affiliates and any and all persons to whom it may directly or indirectly disclose any Confidential Information to or who may acquire any Confidential Information as a result of our default, as it they were our own acts and omissions. Accordingly, and without limitation, any unauthorized disclosure by an employee or Third Party (to whom disclosure has been duly authorized) shall be deemed to be an unauthorized disclosure by us. To avoid any doubt, disclosure to any third party shall be subject to prior written approval of CJLR.

我们应对我们及关联公司，由于我们过错而导致保密信息被披露给的任何人以及获得该保密信息的任何人的作为或不作为承担责任（如同这是我们自己的作为或不作为）。同样地（且不限于），任何（合法授权获得保密信息的）员工或第三方的未经授权的披露将被认为是我们未经授权的披露。为避免疑义，任何向第三方的披露应事先获得CJLR的书面批准。

We covenant:

1. to keep the Confidential Information secret at all times and to treat the Confidential Information with at least the same degree of care and sensitivity as it would treat its own confidential information, being no less than a reasonable standard of care;
2. to make only such copies of the Confidential Information as are strictly necessary for the Business Dealings;
3. to keep the Confidential Information confidential subject to the terms and conditions of this Agreement;
4. do not to use the Confidential Information for any purpose other than the purpose of performing the Purchase Contract or the prior written consent of CJLR
5. do not to disclose, divulge, reveal or disseminate the Confidential Information to any person (including corporate entities), other than as permitted by this Agreement;
6. do not to issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any Third Party the existence or the content or any part of the content of the Purchase Contract or any other agreements between CJLR and us, without the prior written consent of CJLR;
7. to notify CJLR immediately it becomes aware that the Confidential Information has been disclosed to or is in the possession of a Third Party (other than one of whom disclosure has been duly authorized);

我们承诺：

1. 始终对保密信息保密，并至少以其对待自有保密信息的注意程度和敏感度(不低于合理的注意标准)对待保密信息；
2. 仅在为业务往来绝对必要的情况下，复制保密信息；
3. 根据本协议的条款和条件对保密信息保密；
4. 未经CJLR事先书面同意，不为业务往来目的之外的任何目的使用保密信息；
5. 除本协议许可的人士之外，不向任何其他人士（包括法人实体）披露、泄露、透露或散播保密信息；
6. 未经CJLR事先书面同意，不向公众、新闻媒体或任何第三方发出任何声明、确认，或以其他方式披露本协议或双方签订的任何其他协议的存在或内容或其任何部分；
7. 获知保密信息已向第三方（合法获得授权接收披露信息的第三方除外）披露或由第三方占有后，立即通知CJLR。

**4. Exceptions to Confidentiality Obligations.**

**保密义务免责条款**

The confidentiality obligations shall not apply to:

本保密义务不适用于：

1. Information that is or becomes a part of the public domain through no unauthorized act or omission of us;

非因我方非授权行为或疏忽而成为公众所知的信息；

1. Information that is reasonably demonstrated as being known to us prior to its receiving the Confidential Information;

我方在收到保密信息前就已通过合理公示知悉的信息；

1. information received by us from a third party and there was no knowledge or reason to know on the part of us that the third party had obtained the information from CJLR under obligation of confidentiality; and

我方从第三方接收的信息且我方无法或无理由知悉该等信息已由有保密义务的第三方从CJLR处获得；和

**5. Disclosures.**

**披露**

If we become legally compelled to disclose any Confidential Information, we will provide CJLR with prompt written notice so that CJLR may seek a protective order or other appropriate remedy or waive compliance with the provisions hereof. In the event that such protective order or other remedy is not obtained, or CJLR waives compliance with the provisions hereof, we will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.
如果我方因法律要求须披露任何保密信息，我方应立即向CJLR发出书面通知，以便CJLR能寻求保护令或其他适当救济或免除遵守本承诺函条款规定。如果未能获得该等保护令或其他救济，或CJLR豁免遵守本承诺条款规定，我方将仅提供法律需要的保密信息，且将尽合理努力获得可靠保证，确保已披露的保密信息得到与保密信息相同的保密处理。

**6. Information Regarding Existence of Business Dealings.**

**有关业务往来存在性的信息**

Without the prior written consent of CJLR, we shall not issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any third party:

未事先获得CJLR的书面同意，我方不得发布任何声明证实或向公众、新闻媒体或任何第三方披露：

1. that the Business Dealings are taking or have taken place

业务往来正在进行或已经进行，

1. that CJLR and us have exchanged information with a view toward the consummation of an agreement, or

双方已就达成一项协议交换意见，或

1. The existence of this commitment letter.

本承诺函的存在。

**7. Ownership of Confidential Information.**

**保密信息所有权**

Unless otherwise agreed by CJLR and us later, Confidential Information shall remain the exclusive property of CJLR. 除非CJLR和我方以后另行达成协议，保密信息为CJLR的独有财产。

**8. Use of Confidential Information.**

**保密信息的使用**

Confidential Information shall not be copied or used by us for any purpose other than in connection with the Business Dealings and potential business relationships contemplated by this Agreement. The terms and conditions hereof shall apply to any and all copies made of Confidential Information to the same extent as an original. In the case of Confidential Information that is copyrighted, CJLR reserves any and all rights in such materials.

除与本承诺函预期的业务往来和潜在商业关系相关外，我方不得因任何目的复制或使用保密信息。本承诺函的条款和条件适用于任何以及全部保密信息副本，所有副本均应视为正本。如果保密信息具有版权，CJLR保留该等资料的所有版权。

**9. Term of the Commitment.**

**承诺期限**

This Commitment Letter shall come into effect upon the date being signed by the authorized representative or being affixed with company chop of the Recipient and shall remain valid during the continuousness of the Business Dealings. The confidentiality obligations under this Commitment Letter shall survive for a period of five years after the termination of Business Dealings between CJLR and the Recipient.
本保密承诺函自接收方授权代表签字和盖章（如果接收方是中国实体）之日起生效，在双方业务往来的过程中，本协议应持续有效。本承诺函项下接收方的保密义务在CJLR与接收方之间的业务往来终止后的五年内继续有效。

**10. Return of Certain Confidential Information.**

 **特定保密信息的返还**

Upon termination or expiry of this Letter or at any time at CJLR’s request in writing, we shall return all Confidential Information provided by CJLR or its Affiliates as well as all copies, notes, abstracts and records made thereof (hereafter the “Materials”) or at CJLR’s option and request shall destroy the Materials containing the Confidential Information or any part thereof and shall give written confirmation and/or shall show to CJLR’s reasonable satisfaction that it has destroyed the Materials as mentioned in this Clause 10. The return or destruction of the Materials shall not, however, affect our obligations with respect to such Confidential Information in accordance with the terms and conditions hereof.

在本承诺函终止或期满后，或在CJLR书面要求的任何时间，我方应归还CJLR及其任何关联方提供的所有保密信息以及就此制作的所有副本、注释、摘要和记录（以下简称“材料”），或经CJLR的选择和要求，我方应销毁含有保密信息或其任何部分的材料，并应发出确认书及/或令CJLR合理满意地证明其已销毁本第10款中所述的材料。但是，退回或销毁材料不影响我方根据本承诺条款和条件应履行的与保密信息有关的义务。

**11. No Warranty or Representation.**

**无保证或陈述**

CJLR makes no representation or warranty as to the accuracy or completeness of the Confidential Information and CJLR shall have no liability as a result of the use of, or reliance on, any information delivered to the Company pursuant to this Letter.

CJLR不对保密信息的准确度和完整性做任何陈述或保证，且CJLR不对因使用和信赖根据本承诺函向公司交付的任何信息而导致的结果负责。

**14. Governing Law.**

**适用法律**

This Letter shall be governed by and construed in accordance with the laws of P. R. China ，the disputes arising out of or in connection with this letter shall be submitted to Shanghai International Economic and Trade Arbitration Commission (“Commission”) for arbitration at Shanghai, which shall be conducted in accordance with the Commission’s Arbitration Rules in effect at the time of applying for arbitration. The Arbitration Rules are deemed to be incorporated by reference into this Article. Three arbitrators shall be selected and the award shall be final and binding with any and all legal costs borne by the losing party. We acknowledges that damages may not be an adequate remedy if the Confidential Information is disclosed or is threatened to be disclosed without the consent of CJLR and that CJLR will be entitled to injunctive relief to prevent or terminate such unauthorized disclosure.
本承诺函适用中华人民共和国法律，并依照中华人民共和国法律进行解释，与该承诺函有关的任何争议应提交上海国际经济贸易仲裁委员会（“委员会”）在上海进行仲裁。该仲裁应根据申请仲裁日期当日有效的委员会仲裁规则进行。提及仲裁规则时，该规则视为与本章条款合成一体。选出三位仲裁员，仲裁裁决为终局且具约束力，败方承担所有法律费用。我方承认，若未获得CJLR同意而披露或可能披露保密信息造成的损失可能不能得到充分补救，则CJLR有权执行强制救济，阻止或终止该等未授权披露。

We hereby unconditionally acknowledge the conditions and obligations hereof and conform to this letter.**我们在此承诺将无条件认可该承诺函中约定的条件和义务并予以遵守。**

**COMPANY NAME**

**公司名称**

**CHOP**