THIS CONFIDENTIALITY AGREEMENT is made on xxxxxxxx BETWEEN:

**本保密协议**由以下双方于YYYY年MM月DD日订立：

1. CHERY JAGUAR LAND ROVER AUTOMOTIVE CO.,LTD.（CJLR）whose registered office is No. 1,Luhu Road, Changshu Economic and Development Zone, Jiangsu Province, China

奇瑞捷豹路虎汽车有限公司（CJLR），公司注册办公地址位于中国江苏省常熟经济开发区路虎路1号。

And

 和

(2) ("The Company") whose registered office is at [*state registered office address*].

 （“公司”），公司注册办公地点为〔请注明公司注册办公地址〕

CJLR and the Company are discussing and negotiating potential opportunity for cooperation, project and transaction and may enter into purchase contract(s) (hereinafter referred as **“Purchase Contract”**) in the near future. During the process of discussion, negotiation of potential cooperation, project and transaction or performance of the Purchase Contract (hereafter collectively referred to as **“Business Dealings”**), it may be necessary for one Party (the “Disclosing Party”) to disclose certain Confidential Information as defined below to the other Party (“the Recipient”). THEREFORE, for the sake of keeping security and confidentiality of the Confidential Information hereunder and related legal rights of the Parties, CJLR and the Company hereby have reached agreement as follows：

CJLR与公司正在就与中国合资公司生产项目 的产品和/或服务有关的某些潜在合作、项目或交易机会进行讨论与谈判，并可能在不久的将来达成采购合同（**“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在采购合同履行的过程中（以下统称**“业务往来”**），一方（“披露方”）可能有必要向另一方（“接收方”）披露保密信息（具体定义见下文），为保证保密信息的安全和机密以及双方的合法权利，CJLR与公司达成如下一致协议：

 (Each party and its affiliate hereinafter individually referred to as a "Party" and collectively as the "Parties").

(双方及其关联方，以下单独简称为“一方”，统称为“双方”)

Accordingly, CJLR and the Company each agree as follows:

有鉴于此，CJLR和公司均同意：

**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 Agreement, in relation to any signatory party, any subsidiary of such party, the holding company of such party or any other subsidiary of the holding company. For CJLR, its affiliates mean the companies controlled by CJLR, shareholders of CJLR, the companies participated and controlled by two or more shareholders of CJLR.
“关联方”是指，除本协议另有规定外，与任何签约一方相关的，该方的任何子公司、该方的控股公司或控股公司的任何其他子公司。就CJLR而言，其关联方包含CJLR具控制权的公司，CJLR股东，CJLR两个或两个以上股东参与其中的具有控制权的公司。

(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 the Recipient by or on behalf of the Disclosing Party which is marked "Confidential" or is clearly of a confidential nature;
由披露方或披露方代表向接收方提供的标注为“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 the Disclosing Party as containing Confidential Information and, to the extent practical to do so, labelled as such.
如果披露方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。

(e)“ Disclosing Party” means the party(and/or its Affiliate) discloses the confidential information.
“披露方”是指披露保密信息的一方和／或其关联方。

(f) “Recipient” means the party (and/or its Affiliate) receives the confidential information.
“接收方”是指接收保密信息的一方和／或其关联方。

The term "Reasonable Care" shall mean the same degree of care exercised by Recipient with respect to its own information of the same nature as Confidential Information, being no less than a reasonable standard of care.
术语“合理注意”是指接收方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), whether separately or jointly generated by the parties, 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，无论其是由双方单独或共同造成，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**

The Recipient 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 its directors, employees who have a need to know such Confidential Information in order that the objectives of the Business Dealings can be achieved. The Recipient 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，接收方应维持保密信息的机密性，仅限于向为达成业务往来目的而需要知悉该等机密信息的接收方董事、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。

The Recipient shall be liable for the acts and omissions of the Recipient and its 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 the Recipient's default, as it they were the Recipient's 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 the Recipient. To avoid any doubt, disclosure to any third party shall be subject to prior written approval of the Disclosing Party.

接收方应对接收方及其关联公司，由于接收方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（如同这是接收方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接收方未经授权的披露。为避免疑义，任何向第三方的披露应事先获得披露方的书面批准。

The Recipient covenants:

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 for the Business Dealings without the prior written consent of Disclosing Party;
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 this Agreement or any other agreements between the Parties, without the prior written consent of the Disclosing Party;
7. to notify the disclosing 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);

接收方承诺：

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. 未经披露方事先书面同意，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. 未经披露方事先书面同意，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，立即通知披露方。

**4. Exceptions to Confidentiality Obligations.**

**保密义务免责条款**

The confidentiality obligations of this Agreement shall not apply to:

本协议的保密义务不适用于：

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

非因接收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 the Recipient prior to its receiving the Confidential Information;

接收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 the Recipient from a third party and there was no knowledge or reason to know on the part of the recipient that the third party had obtained the information from the Disclosing Party under obligation of confidentiality; and

接收方从第三方接收的信息且接收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披露方处获得；和

1. information that is independently developed by either party.

由双方独立开发的信息。

**5. Disclosures.**

**披露**

If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of the this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient 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.
如果接收方因法律要求须披露任何保密信息，接收方应立即向披露方发出书面通知，以便披露方能寻求保护令或其他适当救济或免除遵守本协议条款规定。如果未能获得该等保护令或其他救济，或披露方豁免遵守本协议条款规定，接收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 the Disclosing Party, the Recipient shall not issue any statement, confirm, or otherwise disclose to the general public, to the news media, or to any third party:

未事先获得披露方的书面同意，接收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 the parties 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 Agreement.

本协议的存在。

**7. Ownership of Confidential Information.**

**保密信息所有权**

Unless otherwise agreed by the Parties later, Confidential Information shall remain the exclusive property of the Disclosing Party. The Recipient agrees that Confidential Information disclosed under this Agreement is being received subject to the Disclosing Party's ownership rights in such Confidential Information and, further, subject to all relevant intellectual and proprietary property rights of the Disclosing Party, including those arising under the relevant laws governing patents, trademarks, copyrights, semiconductor chip protection, trade secrets and unfair competition.
除非双方以后另行达成协议，保密信息为披露方的独有财产。接收方同意，本协议项下披露的保密信息的接收基于披露方拥有该等保密信息的所有权，并基于披露方拥有所有相关知识产权和专利权，包括该等产生于管辖专利权、商标、版权、半导体晶片保护、商业机密和不公平竞争的法律的权利。

**8. Use of Confidential Information.**

**保密信息的使用**

Confidential Information shall not be copied or used by the Recipient for any purpose other than in connection with the Business Dealings contemplated by this Agreement. The terms and conditions of this Agreement 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, the Disclosing Party reserves any and all rights in such materials.

除与本协议预期的业务往来相关外，接收方不得因任何目的复制或使用保密信息。本协议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，披露方保留该等资料的所有版权。

**9. Term of Agreement.**

**协议期限**

This Agreement shall come into effect upon the date being signed by the authorized representative or being affixed with company chop of each party 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.

本协议自双方授权代表签字或盖章之日起生效，在双方业务往来的过程中，本协议应持续有效。本协议项下的保密义务在CJLR与公司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 Agreement or at any time at the Disclosing Party’s request in writing, the Recipient shall return all Confidential Information provided by the Disclosing Party or its Affiliates as well as all copies, notes, abstracts and records made thereof (hereafter the “Materials”) or at the Disclosing Party’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 the Disclosing Party’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 the Recipient's obligations with respect to such Confidential Information in accordance with the terms and conditions of this Agreement.

在本协议终止或期满后，或在披露方书面要求的任何时间，接收方应归还披露方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”），或经披露方的选择和要求，接收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/或令披露方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接收方根据本协议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**

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

披露方不对保密信息的准确度和完整性做任何陈述或保证，且披露方不对因使用和信赖根据本协议向公司交付的任何信息而导致的结果负责。

**12. No Assignment.**

**不得转让**

Neither party may assign any of its rights or delegate any of its obligations under this Agreement, except with the prior written consent of the other.

除非事先获得另一方的书面同意，双方均不得转让其在本协议项下的任何权利或义务。

**13. Notices.**

 **通知**

Any notice or other communication under or in relation with this Agreement shall be in writing (except where Confidential Information may be given orally as provided in this Agreement), shall be effective upon receipt, and shall be delivered by hand, sent by facsimile communications or by courier as follows:
本协议项下或与之相关的任何通知或其他通信均应采用书面形式（除根据本协议规定口头提供的保密信息外），该等通知或通信应自接收时生效并应以专人递送、传真通信或由快递公司递送至以下地址：
 To 地址为：

26F, GIFC II, No.1438, Hongqiao Road. Changning District, Shanghai,China.  PC: 200336

中国上海市长宁区虹桥路1438号 古北财富中心二期 26层 邮编：200336

(Contact Information of the Company to be inserted).

（公司通讯地址信息待添加）。

In case of change of notice address, the communication shall be promptly made.

如通知地址变更，应及时通知。

**14. Governing Law.**

**适用法律**

This Agreement shall be governed by and construed in accordance with the laws of P. R. China without reference to its rules of conflict of laws, and1) In case that the Company is a Chinese company, the courts of CJLR's registered office shall have exclusive jurisdiction or 2）In case that the Company is a company incorporated outside of P.R.C., the dispute 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. The Recipient 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 the Disclosing Party and that the Disclosing Party will be entitled to injunctive relief to prevent or terminate such unauthorized disclosure.
本协议适用不包含其冲突法规则的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，且1）若公司是中国公司，位于CJLR注册办公地点的法院拥有专属管辖权。2）如果公司是在中国之外注册的公司，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。接收方承认，若未获得披露方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，则披露方有权执行强制救济，阻止或终止该等未授权披露。

14. This Agreement is made in three copies with CJLR holding two and the Company holding one.

本协议一式三份，CJLR持两份，公司持一份。

 **CHERY JAGUAR LAND ROVER AUTOMOTIVE Co., Ltd.**

 **奇瑞捷豹路虎汽车有限公司 (CJLR)**

**CHOP**

**COMPANY NAME**

**公司名称**

**CHOP**