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致：大冢材料科技（上海）有限公司

日期 2016-5-25
关于 保密协议

尊敬的陈经理，

您好！

随函附上贵公司与贝卡尔特所需签署的保密协议原件 2 份，烦请法定代表人签字并加盖公司公章后，返还一份签署版原件给我公司，邮寄地址如下，谢谢！

至：洪微Wynne Hong
贝卡尔特管理（上海）有限公司
上海市普陀区大渡河路 168 弄 31 号 E 栋 17 楼
邮编：200062
电话：021-22197053

顺颂商祺！

贝卡尔特管理（上海）有限公司
2016 年 5 月 25 日

Secrecy Agreement

保密协议

This Agreement is entered into on 3 May 2016 by and between

本协议由如下双方于 2016 年 5 月 3 日签署：

NV BEKAERT SA, a company incorporated under the laws of Belgium and having its registered office at Bekaertstraat 2, 8550 Zwevegem, Belgium, BTW BE 0405.388.536 RPR Kortrijk ("Bekaert")

NV BEKAERT SA, 一家依据比利时法律成立的公司，注册地址位于 Bekaertstraat 2, 8550 Zwevegem, 比利时，BTW BE 0405.388.536 RPR Kortrijk（简称“贝卡尔特”）

and 及

OTSUKA MATERIAL SCIENCE AND TECHNOLOGY (SHANGHAI) CO., LTD., a company incorporated under the laws of People's Republic of China and having its registered office at 1/F, Building No. 10 AB, No.471 Guiping Road, Xuhui District, Shanghai, People's Republic of China ("Otsuka")
大冢材料科技（上海）有限公司，一家根据中国法律组建的公司，其注册地址为中华人民共和国上海市徐汇区桂平路 471 号 10 号楼底层 A、B 座 1 楼，邮编 200233（下称“大冢”）

PREAMBLE 前言

This Agreement confirms the mutual interest of Bekaert and OTSUKA in disclosing to each other information concerning the Project.

本协议确认了贝卡尔特和大冢双方在披露与本项目有关的信息时享有的相互利益。

Cooperation of the new material development to improve tire adhesion performance
高性能橡胶与钢帘线粘合强度助剂的合作开发。

In order to protect the proprietary and confidential nature of certain information which each Party may disclose or provide to the other Party, and wishes to be held in confidence by such other Party, the Parties agree that the Disclosing Party will disclose such information to the Receiving Party and the Receiving Party will receive and use such information under the following terms and conditions.

为了保护一方可能向另一方披露或提供的且另一方希望予以保密的特定信息专有且保密的属性，双方同意披露方将向接收方披露该等信息，并且接收方将依据下述条款和条件接收和使用该等信息。

THE PARTIES AGREE AS FOLLOWS:

双方兹协议如下：



Article 1. - Definitions

第 1 条.-定义

As used in this Agreement, the following terms have the following meanings when written in title case: 在本协议中，倘若词语首字母大写，则其具有如下含义：

- 1.1 "Affiliate" means any company which controls, is under common control with or is controlled by a Party; as used herein, "control" means holding, directly or indirectly, more than 50% (fifty percent) of the voting rights attached to the shares or other ownership interest in any company. “关联方”指控制一方、与一方共同受到同一控制人控制或被一方控制的任何公司；此处的“控制”指直接或间接持有任何公司超过 50%（百分之五十）有表决权的股票或其它所有权权益。

- 1.2 "Agreement" means this agreement including all annexes set forth herein.

“协议”指本协议，包括协议规定的所有附件。

- 1.3 "Confidential Information" means the discussions held between the Parties relating to the Project, the existence and content of the Project, as well as all information relating to the Project that is disclosed: (a) in writing and marked as confidential at the time of disclosure, or (b) orally or through visual observation but designated as confidential at the time of disclosure and designated as confidential in a written memorandum sent to the Receiving Party within 30 (thirty) days of disclosure and summarizing the Confidential Information sufficiently for identification.

“保密信息”指双方之间与本项目有关的讨论，本项目的存在和内容，以及与本项目有关且以如下方式披露的所有信息：（a）书面披露且标明为保密的，或（b）虽以口头或通过外部观察的方式披露，但在披露当时指定为保密的，且在书面备忘录中指定为保密的（该备忘录应在披露 30（三十）日内送交接收方，其中对保密信息的总结足以识别该保密信息）。

Notwithstanding the foregoing, all Confidential Information relating to the Project that has been disclosed by Bekaert prior to the Effective Date and all information obtained by inspection or testing of the Confidential Samples, as well as the Confidential Samples themselves are deemed to be Confidential Information.

尽管有上述规定，在生效日之前双方已经交换的所有与本项目有关的保密信息，及通过检查或测试保密样本获得的所有信息以及保密样本本身亦同样被视为保密信息。

"Confidential Information" does not mean any information that: “保密信息”并不指下述任何信息：

- (a) at the time of disclosure is, or thereafter becomes, generally available to the public through no fault of the Receiving Party, or
并非由于接收方的过错，在披露当时是，或之后为公众知晓的，或
- (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party, or
接收方在披露方向其披露之前以非保密方式已知悉的，或

(c) becomes available to the Receiving Party from a source which the Receiving Party after due inquiry concludes is not prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, or

接收方自某信息来源获得的，且接收方在审慎调查后认为该信息来源向其进行披露并不违反对披露方的法律、合同或信托义务，或

(d) is independently developed by the Receiving Party,

倘若接收方提供适当证据证明由其独立开发的。

if and to the extent that the Receiving Party provides proper evidence thereof.

接收方需就上述情况提供适当的证明。

1.4 "Confidential Samples" means any proprietary samples made available by the Disclosing Party for testing, the sample materials, equipment and any products made therefrom.

“保密样本”指披露方提供的用于测试的任何专有样本、样本材料、设备和由此生产出的任何产品。

1.5 "Contact Persons" means the persons entrusted by the Parties with the coordination of the disclosure and receipt of Confidential Information:

“联系人”指受双方委托协调保密信息披露和接收事宜的人员：

(a) Bekaert: Wang Baoxing, Luo Yiwen

贝卡尔特：王宝星，罗奕文

(b) OTSUKA: Chen Weirong, He Jionghao

大冢：陈卫荣，贺灵皓

1.6 "Effective Date" means 15 April 2016

“生效日”指 2016 年 4 月 15 日。

1.7 "Party", "Disclosing Party" or "Receiving Party" means each of Bekaert and OTSUKA as the case may be Bekaert and OTSUKA are hereinafter collectively referred to as the "Parties".

“一方”，“披露方”或“接收方”指视情况而定的贝卡尔特和大冢中的一方。贝卡尔特和大冢以下合称“双方”。

1.8 "Project" means as set forth in the preamble.

“项目”指前言中规定的含义。

1.9 "Representatives" shall mean the employees, agents or consultants of a Party or of an Affiliate who are required in the course of their duties to receive and consider Confidential Information for the purpose of the Project.

“代表”指一方或其关联方的在其正常职责范围内，为本项目之目的有必要接收并考虑保密信息的员工、代理或顾问。

Article 2. - Subject of this Agreement

第 2 条.-本协议的主体

2.1 In consideration of Confidential Information being disclosed to the Receiving Party by the Disclosing Party, the Receiving Party hereby undertakes to the Disclosing Party:

基于披露方向接收方披露的保密信息，接收方特此向披露方承诺：

- (a) that it will use the Confidential Information solely for the purpose of the Project, and that it will not without the prior written consent of the Disclosing Party make any other use thereof, whether industrial or otherwise; 其将仅为本项目之目的使用保密信息，并且未经披露方事先书面同意不得将保密信息作其它用途，无论工业的或其它的用途；
- (b) that it will treat and safeguard as strictly private and confidential all the Confidential Information received by it; 其将对接收的所有保密信息予以严格保密；
- (c) that it will not without the prior written consent of the Disclosing Party disclose or reveal any Confidential Information of the Disclosing Party, to any employee or other party whatever, nor to the public generally, other than to its Representatives; 未经披露方事先书面同意的情况下，其不得向其代表以外的任何员工或其他方、亦或公众披露或透露披露方任何保密信息；
- (d) that the Receiving Party will inform each of its Representatives to whom it discloses any Confidential Information, of the contents of this Agreement and ensure that each of them adhere to the terms of this Agreement as if they were a party hereto.

对于接收了保密信息的任一代表，接收方应告知其本协议的内容，并且确保任一上述代表将自己视作协议一方而遵守本协议条款。

2.2

If the Receiving Party is required by law or legal process to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall as promptly as practicable notify the Disclosing Party of such requirement to enable the Disclosing Party to seek legal protection of such Confidential Information. If the Disclosing Party does not obtain such protection within the time limits set for such required disclosure, the Disclosing Party shall waive the Receiving Party's compliance with the non-disclosure provisions of this Agreement to the extent required to comply with such law or legal process.

倘若法律或法律程序要求接收方披露披露方的任何保密信息，接收方应尽可能及时地向披露方通知该等要求以使披露方寻求对该等保密信息的法律保护。倘若披露方未能在上述强制披露规定的时限内获得该等保护，披露方应在符合上述法律或法律程序要求的范围内对接收方在本协议下不披露的义务予以豁免。

2.3

Confidential Information will be supplied solely for the purpose of the Project. The Disclosing Party makes no representation or warranty as to its accuracy, completeness or adequacy for such purpose.

保密信息将仅为本项目之目的而被提供。披露方不因上述目的对保密信息的准确性、完整性或适当性作任何陈述或保证。

2.4

Neither Party shall by this Agreement obtain any rights in or to any Confidential Information, invention, discovery or trade secret of the other Party, except as specifically provided herein. 除非本协议另有规定，一方不得获得另一方任何保密信息、发明、发现或商业秘密的任何权利。

Article 3. - Disclosure of Confidential Information from and to Affiliates**第 3 条.- 关联方披露或接受保密信息**

Confidential Information received by the Receiving Party from a Representative of a Disclosing Party Affiliate shall be treated as if received directly from the Disclosing Party. Confidential Information provided by the Disclosing Party to a Representative of a Receiving Party Affiliates shall be treated as if disclosed directly to the Receiving Party.

接收方从披露方的关联方的代表接受的保密信息应视作其直接从披露方处接受。披露方向接收方的关联方代表提供的保密信息应视作其直接向接受方披露的保密信息。

Article 4. - Return of Confidential Information**第 4 条.- 保密信息的返还**

The Receiving Party undertakes that upon the written request of the Disclosing Party, it shall immediately return to the Disclosing Party all documents and other materials provided by or on behalf of the Disclosing Party and containing any Confidential Information of the Disclosing Party, and immediately destroy all reproductions thereof that are then in the possession of the Receiving Party and send to the Disclosing Party a written confirmation of such destruction within 30 (thirty) days upon receipt of the request.

接收方保证，一经披露方书面要求，其应立即将披露方提供的或以披露方名义提供的包含披露方任何保密信息的所有文件和其它材料交还给披露方，并应立即将其拥有的所有复制件予以销毁，同时应在收到要求后的 30（三十）日内向披露方发送（证明）上述销毁的书面确认文件。

Article 5. - Confidential Samples**第 5 条.- 保密样本**

Confidential Samples shall remain the property of the Disclosing Party. The Receiving Party will not use, process, analyze or evaluate any such Confidential Samples and will not provide them to others except in accordance with this Agreement or with the prior written consent of the Disclosing Party.

保密样本始终是披露方的财产。除非依据本协议规定或经披露方事先书面同意，接收方不得使用、加工、分析或评估任何该等保密样本，且不得向他人提供该等保密样本。

Article 6. - Test Results**第 6 条.- 测试结果**

In the results of the Project, any information related to the features of steel cord, including but not limited to the test results provided by Bekaert regarding to its test methods and/or conditions, shall be considered as Confidential Information of Bekaert and shall be treated accordingly by OTSUKA.

In the results of the Project, any information related to the features of Otsuka products, including but not limited to the material chemical structures, formula, test results provided by Otsuka regarding to its test methods and/or conditions, shall be considered as Confidential Information of Otsuka and shall be treated accordingly by Bekaert.

本项目结果中，任何与钢筋线产品特性有关的信息，包括但不限于贝卡尔特提供的测试方法或条件和条件及其相对应的测试结果应视为贝卡尔特的保密信息，并且大家应对上述保密信息予以相应的保护。

在本项目结果中，任何与大家产品特性相关的信息，包括但不限于大家提供的材料化学结构信息、配方、测试方法或/和条件及与其对应的测试结果应视为大家的保密信息，并且贝卡尔特应对上述保密信息予以相应的保护。

Article 7. - Term of Agreement

第 7 条.-协议期限

This Agreement shall be in effect retroactively from the Effective date until expiration of 5 (five) years after the termination of the project.

本协议应有溯及力地自生效日起生效，并持续有效至项目终止后的 5（五）年期限届满之日。

Article 8. - Applicable Law and Arbitration

第 8 条.-准据法、调解和仲裁

8.1 This Agreement shall be governed by the laws of Belgium.

本协议应由比利时法管辖。

8.2 The Parties will attempt in good faith to resolve promptly through negotiation any disputes arising out of or relating to this Agreement.

双方将本着善意原则通过协商及时解决因本协议引起的任何争议。

8.3 If the Parties are not able to resolve the dispute, then either Party may consider at any time, without prejudice to any other proceedings, to settle any dispute arising out of or in connection with this Agreement referring to mediation by sending a written request to the other Party.

倘若双方未能解决该等争议，一方在任何时间均可考虑通过向另一方发送书面要求调解解决因本协议引起的任何争议，且上述调解不损害该方在任何其它程序下的权利。

8.4 All disputes arising out of or in connection with this Agreement shall be finally settled by the International Court of Arbitration of International Chamber of Commerce and be settled under the Rules of Arbitration of the Conciliation and Arbitration of the International Chamber of Commerce by 1 (one) arbitrator appointed in accordance with such Rules. The arbitration shall be held in People's Republic of China if Bekaert is the requiring party and in Brussels, Belgium if OTSUKA is the requiring Party, and shall be conducted in English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

凡产生或与本合同有关的一切争议均应提交国际商会国际仲裁院并按照国际商会仲裁规则由依据该规则指定的 1（一）名或数名仲裁员终局解决。如果贝卡尔特是申请方,仲裁应在中国进行,如果大家是申请方，仲裁应在比利时布鲁塞尔进行且应以英文作为仲裁语言。仲裁员做出的仲裁裁决将由有管辖权的法院登记在册。

Notwithstanding the foregoing, each Party shall have the right to obtain interim injunction by any court having jurisdiction.

尽管有前述规定，一方应有权从任何有管辖权的法院获取中间强制令。

The Parties have executed 2 (two) original copies of this Agreement on the day and year first above written, each Party acknowledging receipt of 1 (one) original copy.

双方已于文首载明之日期签署本协议，一式2（二）份，双方各持1（一）份原件。

NV BEKAERT SA

贝卡尔特公司

OTSUKA MATERIAL SCIENCE AND
TECHNOLOGY (SHANGHAI) CO., LTD.

大冢材料科技（上海）有限公司



By/签署

Signature of Si Yun Jie

Name/姓名: Si Yun Jie / 司云节

Title/职务: Group Legal Counsel

集团法律顾问

By/签署

Signature of Chen Jie

Name/姓名: 詹晔

Title/职务: 总经理