

CONFIDENTIALITY AGREEMENT BETWEEN

Cabot (China) Limited and Otsuka Material Science and Technology

卡博特（中国）投资有限公司与大象材料科技（上海）有限公司

保密协议

In order to protect certain confidential information, Cabot (China) Limited and its subsidiaries and affiliates ("Party A"), having a place of business at 558 Shuanghai road, Shanghai, P.R.China, 201108 and Otsuka Material Science and Technology (Shanghai) Co., Ltd. ("Party B"), having a place of business at 1st Floor AB Area, Building No.10, No.471 Guiping Road, Shanghai, P.R.China 200233 (collectively, "the Parties") agree that: 为了保护相关保密信息，卡博特（中国）投资有限公司及其子公司与关联公司（“甲方”），营业地位于中国上海市双柏路 558 号；与大象材料科技（上海）有限公司（“乙方”），营业地位于中国上海市桂平路 471 号 10 号楼底层 A,B 座（统称为“各方”），达成如下协议：

1. Effective Date: The "Effective Date" of this Agreement is: Aug 1, 2018
生效日 本协议的“生效日”为 2018 年 8 月 1 日。

2. Parties. For purposes of this Agreement, the Party disclosing Confidential Information is the Discloser and the Party receiving Confidential Information is the Recipient. 各方 在本协议中，披露保密信息的一方为披露方，接受保密信息的一方为接受方。

3. Description of Confidential Information. As used in this Agreement the term "Confidential Information" shall mean: 保密信息的描述 在本协议中“保密信息”一词：

For Party A, Information and materials ("Samples") relating to Party A's materials (e.g., carbon black, graphenes, carbon black-related materials, silica and other metal oxides), related processes, and related applications (e.g., tire, industrial products) (collectively "Party A Information"). Party A Information may include, but is not limited to, compositions comprising said materials, synthesis, modifications, specifications, technical performance data, product applications and test results, performance characteristics of end-use applications, material availability, sourcing, and any other information related to Party A Information.

就甲方而言，是指与甲方的材料（如：炭黑，石墨烯，炭黑相关材料，硅和其他金属氧化物）相关的信息和材料（“样品”），相关的工艺流程和相关应用（如，轮胎或工业制品）（合称为“甲方信息”）。甲方信息可能包括但不限于：构成所述材料的合成物，合成，改良，规格，技术表现数据，产品应用和测试结果，终端应用的工作特性，材料供应，来源，以及其他与甲方信息相关的信息；

For Party B, Information and materials ("Samples") relating to Party B's additive, filler and additive or filler containing elastomer technologies (collectively "Party B Information"). Party B Information may include, but is not limited to, compositions, synthesis, modifications, specifications, technical performance data, product applications and test results, performance characteristics of end-use applications, sourcing, material availability, and any other information related to Party B Information.

就乙方而言，是指与乙方的助剂，填料以及含有该助剂或填料的橡胶相关的信息与材料（“样品”），相关的工艺流程和相关应用（合称为“乙方信息”）。乙方信息可能包含但

不限于：合成物，合成，改良，规格，技术表现数据，产品应用和测试结果，终端应用的工作特性，材料供应，来源，以及其他与乙方信息相关的信息。

4. Use of the Confidential Information: The Recipient shall use the Discloser's Confidential Information only for the following purpose ("Purpose"): discussion and internal evaluation among the Parties directed to a potential and/or actual business and/or technical relationship directed to rubber products, such as tires.

保密信息的用途 接受方只能将披露方的保密信息用于如下目的（“目的”）：在各方间以建立就诸如轮胎的橡胶产品的潜在和/或实际的商业和/或技术关系为目的的讨论与内部评估。

5. Possible Evaluation of Confidential Samples. Recipient agrees not to analyze or have analyzed any Samples except for the Purpose without the Discloser's prior written consent. The Recipient further agrees not to disclose, release, or otherwise transfer Samples or any test results or data generated from Samples to any third party without Discloser's prior written consent. Recipient will return all Samples to Discloser, in whatever form, upon expiration or termination of this Agreement, or, upon Discloser's request, shall properly dispose of the Samples in accordance with local, state and federal waste handling and disposal regulations. Any test results or data generated using Samples are Confidential Information. The Recipient further agrees to share the performance results of its evaluation as it relates to the Discloser's Samples with the Discloser on a timely basis.

对保密样品的可能评估 接受方同意，除非是为了实现披露方事先书面同意的目的，否则不得对任何样品进行分析。接受方进一步同意，在没有获得披露方的事先书面同意，不得披露、释放或者向任何第三方转让样品或者任何从样品中获得的测试结果或数据。当本协议到期或者终止，无论以何种方式，接受方应向披露方归还所有样品，或者，根据披露方的要求，按照当地、州和联邦的对废物处理和处置的规定来妥善处理样品。

6. Marking and Reduction to Writing. Confidential Information is limited to (a) information disclosed in written or other tangible form and clearly marked by the Discloser as confidential or its equivalent, or (b) disclosed initially in non-tangible form and identified as confidential in writing by the Discloser within one (1) month of such initial disclosure.

标记和付诸书面 保密信息限于(a) 以书面或其他有形形式披露的并被披露方明确标记为保密或同等标记的信息，或者(b) 初始披露以非有形形式进行，在该初始披露一(1)个月之内由披露方以书面形式认定为保密的信息。

7. Confidentiality: Standard of Care; and Limited Access. Recipient's obligations shall only extend to Confidential Information that is described in Clause 3 above. The Recipient shall use the same degree of care in protecting the Discloser's Confidential Information as it uses with respect to its own information of like importance, but no less than a reasonable degree of care. Recipient shall retain the Discloser's Confidential Information in confidence and shall not disclose such Confidential Information to any third party without Discloser's prior written consent.

保密、注意义务的标准及限制获得

接受方的保密义务应仅限于对本协议第 3 条所述的保密信息进行保密。接受方应采取与保护自己拥有的相同重要性的保密信息同样的关注程度，来对披露方的保密信

息进行保护，但不得低于合理的关注程度。接受方应对披露方的保密信息进行保密，在未得到披露方事先书面同意的情况下，不得向任何第三方披露该保密信息。Recipient shall further limit disclosure or use of Discloser's Confidential Information to employees, affiliates and authorized representatives of Recipient who require access to the same for the Purpose in Clause 4 of this agreement (provided, however, that Recipient shall procure that such employees, affiliates and authorized representatives are bound by the same confidentiality obligations as set forth in this agreement). 接受方应进一步限定，仅将披露方的保密信息披露给或用于为达到本协议第 4 条之目的需要获取该信息的雇员、关联公司和授权代表（前提是接受方应确保上述雇员、关联公司和授权代表同样受到本协议所列保密义务的约束）。

8. Exclusions.

例外

The receiving Party shall have no obligation or restrictions with respect to any Confidential Information which the receiving Party can prove: 接受方就保密信息可以不承担义务或限制，只要接受方可以证明保密信息：

- (a) Has come into the public domain prior to, or after the disclosure thereof and in such latter case without any violation of this Agreement by the receiving Party; or 已经于披露前进入公知领域，或于披露后进入公知领域，且在后一种情况下接受方并未违反本协议的约定；或者
 - (b) Is, prior to the date of disclosure, already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party; or 是在披露日之前，为接受方书面文件所证实的，已为接受方所知道的信息；或者
 - (c) Has been lawfully received from a third party without secrecy restrictions or breach of this Agreement; or 是在未违反本协议约定或保密限制的情况下，已经接受自第三方的；或者
 - (d) Is independently developed by employees of the Receiving Party or its Affiliates, who have not had access to Confidential Information and without violation of this Agreement; or 是由接受方的或其关联方的雇员，在未接触保密信息也同时未违反本协议约定的情况下独立开发出来的；或者
 - (e) That it has to be disclosed pursuant to applicable local law, regulation, court order or other legal process, provide the receiving Party has notified the disclosing Party prior to such required disclosure if possible and, to the extent reasonably possible, has given the disclosing Party an opportunity to contest such required disclosure at the disclosing Party's expense. Confidential Information must be disclosed to the absolute minimum extent required to comply with such law, regulation, court order or other legal process. 是依照当地现行有效的法律、法规、法院令或其他法律程序需要披露的，若可能，接受方应在此种必要披露之前通知披露方，并且，接受方应在合理程度范围内尽可能给予披露方机会以对进行披露的要求予以抗辩，由披露方承担相应费用。在遵守此类法律、法规、法院裁判或其他法律程序要求的同时，所披露的秘密信息应当被限制在最小程度。
9. Patents. The Parties agree that the filing of any patent application is not an exception to their respective obligations of confidentiality and limited-use under this Agreement. Therefore, neither Party as a Recipient shall file any patent application or otherwise seek patent protection that may require the disclosure or description of the Discloser's Confidential Information without the Discloser's prior written permission.

专利协议各方同意：提交任何专利申请的行为必须毫无例外地遵守各自在本协议中的保密及有限使用的义务。因此，在未得到披露方事先书面同意前，接受方不得提交可能需要披露和包含披露方保密信息的任何专利申请或寻求类似的专利保护。

10. No Grant or License. Except as provided above, nothing herein shall be deemed a grant or license, directly or indirectly, of any intellectual property right or Confidential Information of either Party.

非授权或许可 除上文中另有说明，本协议中任何条款均不应被视为直接或间接授权或许可任何一方使用另一方所拥有的知识产权或保密信息。

10. Disclosure at Party's Discretion. Nothing contained in this Agreement shall be construed as requiring either Party to disclose to the other, or to accept from the other, any particular information.

各方自主决定是否向对方披露有关信息 本协议无任何条款可被解释为任何一方向另一方要求披露或从另一方接受任何特殊信息。

11. Warranty Disclaimer. All Information is provided "as is." The Parties make no warranties, express or implied, regarding the accuracy, use, safety, or completeness of Confidential Information. The Discloser also makes no warranty that Confidential Information does not infringe a third-party intellectual property right.
- 保证免除 所有信息均以其“原状”提供。各方对于保密信息的准确性、用途、安全性、或完整性不作任何明示或暗示的保证。披露方对于保密信息是否侵犯第三方知识产权也不作任何保证。

12. Relationship of Parties. This Agreement does not create an agency, joint venture, partnership or other formal business relationship or association between the Parties. This Agreement does not require either Party to purchase or provide any goods or services. 各方的关系 本协议并未在各方之间建立代理、合资、合伙关系或其它正式商业关系或联系。本协议并未要求任何一方购买或提供任何商品或服务。

13. Non-Assignability. This Agreement may not be assigned, transferred, contracted or otherwise delegated to any third party without the express written permission of the non-assigning Party.

不可转让性 在未得到非转让方明确书面同意之前，任何一方不得将本协议转让、转移给第三方，或就该协议与第三方签订合同或委托给第三方。

14. Entire Agreement. This Agreement constitutes the entire understanding and agreement about this Purpose. This Agreement supersedes all prior negotiations, understandings and agreements between the Parties, whether oral or written, regarding this Purpose. The Parties agree that any changes to this Agreement will be put in writing and signed by authorized representatives.

完整协议 本协议构成协议各方就本协议目的所达成的整个理解和协议。本协议取代所有关于本协议目的的在先谈判、理解和协议，无论是书面的还是口头的。各方同意，对本协议的任何修改将以书面形式进行并经授权代表签字。

15. Severability. In the event that any provision or term of this Agreement is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.

可分性 如果本协议任何条款或术语因任何理由被认为是无效或不可实施的，该条款或术语无效或不可实施对本协议其他条款没有影响。

16. Term & Obligations of Confidentiality Period. This Agreement shall continue for a period of two (2) years from the Effective Date unless:

协议有效期和保密期限 本协议自生效日起两 (2) 年内有效, 除非发生如下情况:

(a) terminated earlier by either Party upon one (1) month advance written notice to the other; or 任何一方提前— (1) 个月以书面形式通知另一方提前终止该期限, 或

(b) extended by the mutual written agreement of the Parties. Recipient's obligations regarding Discloser's Confidential Information received under this Agreement expire ten (10) years from the expiration or termination of this Agreement. 各方达成书面共识延长该期限。对在本协议下从披露方处获得的保密信息, 接受方的保密义务从本协议期满或终止日算起十 (10) 年终止。

17. Governing Law and Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of People's Republic of China, without giving effect to conflicts of laws principles.

适用法律与争议解决 本协议适用中华人民共和国法律。

All disputes, differences, controversies or claims arising in connection with, or questions occurring hereunder which cannot be resolved through good faith negotiations within 30 days shall be fully and finally settled by arbitration under the Rules of China International Economic & Trade Arbitration Commission ("CIETAC"). The arbitration shall be conducted in Chinese. There shall be one arbitrator, appointed in accordance with the CIETAC Rules.

本协议项下产生的所有争议、分歧、争端或索赔或发生的任何问题应完整地并终局性地提交中国国际经济贸易仲裁委员会 (“仲裁委”) 仲裁解决。仲裁应以中文进行。仲裁员应为一 (1) 名, 根据仲裁委规则委任。

The arbitration award shall be final and binding on the Parties, and enforceable in accordance with its terms. The arbitrator will state the reasons for its findings in writing. The Parties agree to be bound thereby and to act accordingly. The costs of arbitration (including attorneys' fees) shall be borne by the losing party. If a Party needs to enforce an arbitral award by legal action of any kind, the Party against whom such legal action is taken shall pay all reasonable costs and expenses and attorneys' fees, including any cost of additional litigation or arbitration taken by the Party seeking to enforce the award. When any dispute occurs which is submitted to arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations hereunder.

仲裁裁决应具有终局性, 对双方均有约束力, 并根据其条款得以执行。仲裁员将书面陈述其裁决理由。双方同意受裁决约束并据以行事。仲裁费用 (包括律师费) 应由败诉方承担。如果一方需要通过任何种类的法律行动执行仲裁裁决, 则被执行一方应支付所有合理费用和开支及律师费, 包括该方为执行该裁决采取额外诉讼或仲裁的任何费用。当发生任何争议提交仲裁时, 除争议事项外, 双方应继续行使和履行各自在本协议项下剩余的权利和义务。

18. Language. This Agreement is written in both Chinese and English languages. Both language versions shall have equal validity and effect. In case of any discrepancy between the two language versions, the English version shall prevail. 语言 本协议由中文和英文两种语言书就。两种语言文本应同等有效。如果两种语言文本有不一致之处, 应以英文为准。

19. Facsimile. This Agreement may be delivered by facsimile or electronic file (e.g., .pdf) and a facsimile or electronic file of this Agreement shall be binding as an original.

传真 本协议可通过传真或电子文件（如 pdf 格式）传输。本协议的传真件或电子文件具有同原件一样的约束力。

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AUTHORIZING SIGNATURES

授权签字

Cabot (China) Limited

卡博特 (中国) 投资有限公司

AUTHORIZED SIGNATURE:

授权人签字:



Otsuka Material Science and Technology
(Shanghai) Co., Ltd.

大冢材料科技(上海)有限公司

AUTHORIZED SIGNATURE:

授权人签字:



PRINTED SIGNATORY'S NAME:

签字人姓名 (打印) :

Jeff Zhu

PRINTED SIGNATORY'S TITLE:

签字人职务 (打印) :

Cabot (China) President

DATE:

日期:

PRINTED SIGNATORY'S NAME:

签字人姓名 (打印) :

Jionghao He

PRINTED SIGNATORY'S TITLE:

签字人职务 (打印) :

General Manager

DATE:

日期:

