

# Suzhou SPEA Automated Testing Equipment Co., Ltd. - Confidentiality Terms & Conditions

## 苏州斯贝亚自动检测设备有限公司——保密条款&条件

These confidentiality terms & conditions (“**Conditions**”) govern the disclosure of Confidential Information between Suzhou SPEA Automated Testing Equipment Co., Ltd and any of its Affiliates (“**SPEA**”) and any entity, company or person receiving Confidential Information from SPEA or any of its Affiliates (“**Company**”).

本保密条款和条件（以下简称“**条件**”）适用于苏州斯贝亚自动检测设备有限公司及其任何关联方（以下简称“**斯贝亚**”）与从斯贝亚或其任何关联方接收保密信息的任何实体、公司或个人（以下简称“**公司**”）之间的保密信息的披露。

### 1. DEFINITIONS. 定义。

a) “**Project**”: any collaboration between SPEA and Company

“**项目**”: “斯贝亚”和“公司”之间的任何合作

b) “**Confidential Information**”: any nonpublic information or material disclosed by one party or any of its Affiliates (the “**Discloser**”) to the other party or any of its Affiliates (the “**Recipient**”) in connection with the Project, including information Recipient learns from Discloser’s employees or Consultants or through inspection of Discloser’s property, provided that such information or material is clearly designated “Confidential”: (i) in writing, if disclosed in writing, or (ii) verbally if disclosed in any other manner or (iii) would reasonably, under the circumstances, be understood to be Confidential Information. For clarity, the following will be deemed Confidential Information even if not so designated: SPEA’s nonpublic product plans, know how, specifications, designs, photographs, business opportunities, costs, prices, projects, marketing plans, forecasts, orders, materials, components, prototypes, and pre-release products. The fact that the parties have or will discuss the project and the substance of their discussions is also Confidential Information.

“**保密信息**”: 一方或其任何关联方（“**披露方**”）向另一方或其任何关联方（“**接受方**”）披露的与项目有关的任何非公开信息或材料，包括接收方从披露方的雇员或顾问处了解到的，或通过检查披露方的财产获得的信息，前提是这些信息或材料明确被指定为“**保密的**”: (i) 书面信息，如果以书面形式披露的话，或(ii) 口头信息，如果以其他形式披露的话，又或(iii) 在以上情况下，被合理地认为是保密信息。为便于清楚了解，以下信息将被视为保密信息，即使没有明确指明：“斯贝亚”的非公开产品计划、专有技术、规格、设计、照片、商业机会、成本、价格、项目、营销计划、预测、订单、材料、组件、原型和预发布产品。双方已讨论或将讨论的项目及其讨论的内容也是保密信息。

c) “**Affiliate**”: any entity that controls, is controlled by, or is under common control with a party.

“**关联方**”: 任何控制、被控制，或与一方共同控制的实体。

d) “**Control**” and its derivatives means the legal, beneficial, or equitable ownership, directly or indirectly, of more than 50% of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights.

“**控制**”及其衍生词是指实体的合法、收益，或衡平法所有权，即直接地或间接地拥有实体50%以上的股份（或其他所有权权益，如果不是公司的话），且此类实体通常都拥有投票权。

e) “**Consultants**”: the party’s bankers, accountants, auditors, attorneys, financial advisors, and independent contractors.

“**顾问**”: 当事方的银行、会计师、审计师、律师、财务顾问和独立承包商。

### 2. DISCLOSURE AND USE RESTRICTIONS. 揭露和使用限制。

Recipient shall maintain the confidentiality of Discloser’s Confidential Information using at least the same degree of care Recipient uses to protect its own confidential information of similar importance, but no less than a reasonable degree of care. Recipient may disclose Discloser’s Confidential Information only to those of Recipient’s employees, Consultants, and Affiliates who (i) have a need to know such Confidential Information in order to accomplish the project on Recipient’s behalf, and (ii) are bound by a written agreement with Recipient that is at least as protective of Discloser’s Confidential Information as these Conditions: Recipient shall not disclose, and shall cause its Consultants and Affiliates not to disclose, Confidential Information to any other person or entity without the Discloser’s prior written consent in each instance. Company and its Affiliates shall not disclose SPEA Confidential Information to any of SPEA competitors, including, without limitation, any business unit or division of Company or any of its Affiliates that competes with SPEA, without SPEA’s prior written consent.

接收方应采取与其具有相似重要性的保密信息相等的保密级别，来维护披露方保密信息的保密性，至少不能低于合理的保密级别。接收方仅可向接收方的雇员、顾问和以下关联方披露披露方的保密信息: (i) 为了代表接收方完成该项目而需要了解此类保密信息的，和(ii) 受到与接收方签订的书面协议的约束的，且该协议应至少依照下列条件保护披露方的保密信息: 在任何情况下，未经披露方事先书面同意，接受方不得向任何其他个人或实体披露保密信息，并应督促其顾问和关联方不得向任何其他个人或实体披露保密信息。未经“斯贝亚”的事先书面同意，“公司”及其关联方不得向任何“斯贝亚”的竞争对手，包括但不限于“公司”的任何业务单位或部门或任何与“斯贝亚”有竞争关系的关联方，披露“斯贝亚”的保密信息。

Recipient may use Discloser’s Confidential Information only for the project: Recipient shall not use, and shall cause its Consultants and Affiliates not to use, Confidential Information for any other purpose without the Discloser’s prior written consent in each instance. Recipient shall promptly notify Discloser upon discovery of any unauthorized use or disclosure of Discloser’s Confidential Information by Recipient or of any of its Consultants or Affiliates. Company shall be directly liable for and shall

indemnify and hold SPEA and its Affiliates harmless from and against any liabilities, losses, damages, costs and expenses, including reasonable attorney’s fees, as incurred by any of them, resulting from or arising out of or in connection with any unauthorized disclosure or use of SPEA’s Confidential Information by Company or any of its Consultants, or Affiliates.

接收方仅可以将披露方的保密信息用于当前项目: 在任何情况下，未经披露方事先书面同意，接受方都不得将保密信息用于任何其他目的，且应督促其顾问和关联方不得将保密信息用于任何其他目的。当接收方发现接收方或其任何顾问或关联方的任何未经授权使用或披露方保密信息的行为时，应立即通知披露方。“公司”应直接对因“公司”或其任何顾问或关联方未经授权披露或使用“斯贝亚”保密信息而产生的或与之相关的任何责任、损失、损害、成本和包括合理的律师费在内的费用承担责任，并对其进行赔偿，使“斯贝亚”及其关联方免受损害。

These disclosure and use restrictions do not apply to information that Recipient can demonstrate with competent evidence: (i) was already known to the general public at the time of disclosure; (ii) became generally available to the public after the disclosure through no fault or breach by Recipient, Consultants, or Affiliates (in which case, these disclosure and use restrictions will be lifted only after the date it became generally available to the public); (iii) was rightfully in Recipient’s possession on a non-confidential basis before Discloser disclosed it to Recipient; (iv) was rightfully obtained from a third party, who had the lawful right to transfer or disclose it to Recipient without limitation; or (v) Recipient independently developed without the use of any of Discloser’s Confidential Information. Recipient may disclose Confidential Information to the extent required by law, provided Recipient makes reasonable efforts to give Discloser written notice of such requirement before disclosure and takes reasonable steps to obtain protective treatment of the Confidential Information. The fact that a disclosure was legally required will not alter the nature of the Confidential Information as between Recipient and Discloser.

这些披露和使用限制不适用于接受方可凭有效证据证明的信息，包括: (i) 在披露时已为公众所知的; (ii) 在披露后，非因接收方、顾问或关联方的过错或违反规定而成为公众普遍所知的（在此情况下，这些披露和使用限制将仅在保密信息成为公众普遍所知的信息时解除）; (iii) 在披露方披露给接受方之前，在非保密基础上被接受方合法拥有的; (iv) 从第三方合法获得的，且该第三方有合法权利可无限制地将其转让给接受方的; 或(v) 没有使用任何披露方的保密信息，而是由接收方独立开发的。接受方可在法律要求的范围内披露保密信息，前提是接收方在披露前就此类要求向披露方发出了书面通知，并采取合理措施，对保密信息进行保护性处理。法律要求的披露事实不会改变接受方和披露方之间保密信息的性质。

### 3. INTELLECTUAL PROPERTY. 知识产权。

Discloser retains all of its rights in its Confidential Information (including any copies and extracts) and grants no licenses or rights to any Confidential Information. The disclosure of Confidential Information is not intended to grant a license to or waive any rights in either party’s patents, copyrights or trademarks or mask works.

披露方保留对其保密信息（包括任何复印件和摘录）的所有权利，不对任何保密信息授予许可或权利。保密信息的披露不意味着授权或放弃对任何一方的专利、版权或商标或掩膜作品的任何权利。

### 4. WARRANTY. 保证。

Each party warrants, on behalf of itself and its Affiliates, that it has the right to disclose any Confidential Information it discloses to Recipient. All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

各方代表其自身及其关联方保证，其有权向接收方披露其披露的任何保密信息。所有保密信息均“按原样”提供，有关其准确性或性能，不作任何明示或默示的保证。

### 5. NO PRESS RELEASE OR PUBLICITY. 禁止新闻发布或宣传。

Neither Party shall issue press releases or other publicity regarding the project without the other party’s prior written approval. Company shall not disclose the nature of the parties’ business relationship, including, if applicable, the fact that one party provides or may provide goods or services to the other, without SPEA’s prior written consent in each instance.

未经另一方事先书面批准，任何一方不得发布有关本项目的新闻稿或其他宣传。未经“斯贝亚”的事先书面同意，“公司”不得披露双方业务关系的性质，如适用，包括一方方向另一方提供或可能提供货物或服务的事实。

### 6. NON SOLICITATION AND NON CIRCUMVENTION. 无引诱和无欺骗

Both parties and their Affiliates will not directly or indirectly recruit or offer employment to, and will not otherwise use the services of each other’s human resources, notwithstanding a contractual agreement for such services between the two parties. This extends to any human resource for either party who has been

assigned to the fulfillment of a contract at any level of responsibility, for a period of one year after the termination of the contract in question. This also applies to any human resource for either party who has been introduced to, recommended to or interviewed by the other during the fulfillment of a contract or during the course of the business relationship between the parties and will remain in effect for one year after such introduction, recommendation or interview.

双方及其关联方不会直接或间接地招聘对方员工或为其提供就业，也不会以其他方式使用对方人力资源的服务，即便双方签订了有关此类服务的合同协议。此规定适用于在该合同终止后一年内被要求履行合同所有责任的任何一方员工。也适用于任何一方在履行合同期间或在双方开展业务关系期间被介绍、推荐至另一方或至另一方面面试的员工，且有效期延续至此类介绍、推荐或面试之后的一年。

Recipient further agrees not to contact persons or entities disclosed by the Discloser to the Recipient without the express prior written consent of the Discloser. The Recipient shall not enter into any transactions, with any person or entity (including such entity's affiliates and related entities) with regard to Discloser's Confidential Information without receiving express prior written consent from the Discloser. Nor will the Recipient enter into any transaction, or transactions, with a party so as to prevent the Discloser from receiving any fees, profits, commissions, remuneration or other material benefits which they may otherwise be due. The spirit of mutual trust and confidence shall be the underlying principle of this undertaking and the parties agree to adhere thereto.

未经披露方事先明确的书面同意，接收方不得进一步与披露方披露给接受方的人员或实体联系。未经披露方事先明确的书面同意，接收方不得与任何个人或实体（包括该实体的关联方和相关实体）就披露方的保密信息进行任何交易。接受方也不会与任何一方进行任何交易，以防止披露方收到任何费用、利润、佣金、报酬或其他可能到期的物质利益。相互信任，是本保证的基本原则，且双方同意遵守。

#### 7. NO ASSIGNMENT.禁止转让。

Neither party shall assign, delegate, or otherwise transfer any right or obligation under these Conditions, whether in conjunction with a change in ownership, merger, acquisition, or the sale or transfer of all, or substantially all of, its business or assets, voluntarily, by operation of law, reverse triangular merger, or otherwise, without the other party's prior written consent. A change of control will be considered an assignment. Any supposed or attempted assignment, delegation, or other transfer without such consent will be null and void and will constitute a breach of these Conditions. If assigned, delegated, or transferred with proper written consent, these Conditions will be binding upon and inure to the benefit of each parties' successors, assigns, representatives, and administrators and any successors in interest to intellectual property disclosed pursuant to these conditions.

未经对方的事先书面同意，任何一方均不得转让、委托或以其他方式转让本条件下的任何权利或义务，无论是自愿地、通过法律实施、反三角并购或其他方式变更所有权、合并、收购，还是出售或转让其全部或实质上全部业务或资产。控制权的变更将被视为是转让。如果在适当的书面同意下的转让或委托，本条件将对各方的继任人、受让人、代表和管理人以及根据本条件披露的与知识产权有关的任何继任人的利益具有约束力。

#### 8. RETURN OF DOCUMENTS.文件归还。

Discloser may require that Recipient return or destroy Discloser's Confidential Information by providing Recipient written notice. Within 10 days after receipt of such notice, Recipient shall (i) return all tangible Confidential Information then in its possession or in the possession of any of its Consultants or Affiliates or, at Discloser's option, provide Discloser written certification that all such tangible Confidential Information has been destroyed, and (ii) use reasonable efforts to destroy all other Confidential Information then in its possession or in the possession of any of its Consultants or Affiliates, including any emails and other electronic documents containing Confidential Information. Notwithstanding the requirements of this paragraph, Recipient may retain any Confidential Information that is legally obligated to retain, for example, in connection with a legal proceeding seeking disclosure of such Confidential Information, until no such legal obligations exist.

披露方可通过向接受方发出书面通知的方式，要求接受方归还或销毁披露方的保密信息。在收到此类通知后的10天内，接收方应(i)归还其当时所持有的或顾问或关联方所持有的所有有形的保密信息，或根据披露方的选择，向披露方提供书面证明，证明所有此类有形的保密信息已被销毁，以及(ii)采取适当行为销毁其当时持有或顾问或关联方持有的所有有形的保密信息，包括包含保密信息的所有电子邮件和其他电子文件。尽管有本条款要求，接收方也可保留任何法律义务上可以保留的保密信息，例如，有关寻求披露此类保密信息的法律诉讼的信息，直到此类法律义务消失。

#### 9. TERM AND TERMINATION.期限和终止。

Restrictions on the disclosure and use of Confidential Information will remain in effect for 10 years from the date such Confidential Information was disclosed to Recipient.

对保密信息的披露和使用的限制自该保密信息披露给接收方之日起10年内保持有效。

#### 10. GOVERNING LAW – JURISDICTION.适用法律——管辖权。

These conditions may not be amended, except by written agreement signed by authorized representatives of both parties. Neither party's failure or delay in exercising any of its rights under these conditions will constitute a waiver unless expressly waived in writing. The Court of People's Republic of China shall have exclusive jurisdiction over all disputes arising hereunder or in connection with the subject matter hereof.

除非双方授权代表签署书面协议，否则不得修改本条件。除非以书面形式明确放弃，否则任何一方未能或延迟行使其在本条件下的任何权利均不构成弃权。中华人民共和国法院对因本协议或与本协议有关事项引起的所有争议拥有专属管辖权。