

Source text – English

3. RIGHTS AND OBLIGATIONS

3.1 The Recipient shall keep all Information received in connection with the Purpose in whatever form as strictly confidential and shall not disclose it to third parties (including its subsidiaries, parent or affiliated companies) without the prior written consent of XXX.

3.2 The Information received hereunder shall not be used for any purpose other than the above mentioned Purpose without the prior written consent of XXX.

3.3 The Recipient shall restrict access to Information received in connection with the Purpose to only those of its employees to whom such access is necessary for carrying out the Purpose and provided that the Recipient has advised such employees of confidential nature of the Information and the obligations assumed herein. If XXX so desires, the Recipient further commits itself to cause such employees to sign the attached commitment (Appendix 1), in which they individually commit themselves to the obligations of this Agreement.

3.4 The Recipient shall in no event use a lower degree of care in safeguarding Information than it uses for its own information of like sensitivity and importance and in any case not less than reasonable care and upon discovery of any unauthorised disclosure of Information in its possession the Recipient shall immediately inform XXX of such disclosure and use its best endeavours to prevent any further disclosure or unauthorised use thereof.

Translation – Chinese

3. 权利和义务

3.1 接受方应对与目的有关的、无论以何种形式获得的所有信息严格保密。未经 XXX 事先书面同意，接受方不得将信息披露给第三方（包括接受方的子公司、母公司或关联公司）。

3.2 未经 XXX 事先书面同意，不得将本协议项下获得的信息用于除上述目的之外的任何其他用途。

3.3 接受方应仅允许那些为达成目的而必须接触与目的有关信息的雇员接触信息，且前提是，接受方已将信息的保密性及其在本协议中承担的义务告知这些雇员。如果 XXX 愿意，接受方还进一步承诺，将促使上述雇员签署后附的承诺书（“附件 1”），这些雇员将分别在承诺书中承诺遵守本协议的义务。

3.4 接受方在保护信息时所采取的注意程度不得低于其在保护具有类似敏感性和重要性的自有信息时所采取的注意程度，且在任何情况下不得低于合理的注意程度。接受方一旦发现有任何未经授权披露其所持信息的情况，应立刻将该情况告知 XXX，并尽全力阻止对信息的任何进一步披露或未授权使用。