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Both Parties:

**Disclosing Party:**

Name: GoodWe Technologies Co., Ltd.

Address: No.90, Zi Jin Road, Suzhou New District, Jiangsu, China.

Postcode: 215011

And

**Receiving Party:**

Name:

Address:

Postcode:

This Confidentiality Agreement (hereinafter referred to as “the Agreement”) both Parties are referred to as “the Parties” in this Agreement, and each is referred to as the “Party” or the “Disclosing Party” or the “Receiving Party”.

**WHEREAS:**

Both Parties acknowledge the importance of the Personal Data under the General Data Protection Regulation and Other Data (1.1.2), and the Receiving Party shall strictly abide by the General Data Protection Regulation and all applicable requirements of the data protection and privacy legislation, Processing the Personal Data in according with the General Data Protection Regulation and all applicable requirements of the data protection and privacy legislation, and protect Other Data. For this purpose, the Parties have reached the Agreement as follows:

**1. Definition**

For the purpose of this Agreement, the terms have the following meaning:

**1.1. Confidential and Proprietary Information:**

(1.1.1.) “Personal Data” means any information relating to an identified or identifiable natural person (“data subject”).

An identifiable natural person is one who can be identified, directly or indirectly ,in particular by reference to an identifier such as a name, an identification number, location data, an online identifier (online name), or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

(1.1.2.) Other Data: including but not limited to, plant information, equipment operating data information, and other information derived from the aforementioned information.

1.2. “Processing” means any operation or set of operations which is performed on personal data or on sets of personal

data, whether or not by automated means, including but not limited to, collection, recording, replication or allowing others to replicate, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use or allowing others to use, disclosure by transmission (through broadcasting, online publishing or any other available ways) dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.3. The "Receiving Party" means the Party that receives confidential and proprietary information from the other Party.

1.4. The "Disclosing Party" means the Party that provides confidential and proprietary information to the other Party.

## **2. Boundary**

2.1. Both Parties agree to keep strictest secrecy and confidence the existence and content of any consultation and/or negotiations between the two Parties and any confidential and proprietary information provided by the Disclosing Party.

2.2. If the Parties have reached to a written contract through negotiation, the existence and content of the contract shall not be disclosed to any third Party without the prior written consent of the Parties.

2.3. All confidential and proprietary information provided to the Receiving Party under this Agreement and all copies of the above-mentioned items are the property of the Disclosing Party (including but not limited to, intellectual property rights). The Receiving Party shall return such information to the Disclosing Party immediately upon receipt of the Disclosing Party's written request or upon termination or dissolution of this Agreement. To avoid ambiguity, confidential and proprietary information includes confidential and proprietary information provided by the Disclosing Party to the Receiving Party, whether provided before, on or after the date of this Agreement and irrespective of whether the communication is made orally or in writing, as confidential in accordance with the provisions of this Agreement.

2.4. Nothing in this Agreement shall be interpreted as granting the Receiving Party any right of licensing or disclosing either expressly or impliedly, including but not limited to, intellectual property, ownership, full or partial licensing, trademark, copyright, etc.

2.5. The Receiving Party agrees to use confidential and proprietary information only within the scope of negotiations and/or cooperation agreed by both Parties, and to provide confidential and proprietary information to the Receiving Party's employees and representatives who shall know the above information only for the purposes mentioned above.

2.6. The Receiving Party shall not reproduce the confidential and proprietary information provided by the Disclosing Party without the explicit written consent of the Disclosing Party (provided in a case-by-case form). If for the purpose of negotiation, the Receiving Party can provide to the employee who shall be actually responsible for the document for reproduction with the written consent of the Disclosing Party.

2.7. Before obtaining the explicit written consent of the Disclosing Party, the Receiving Party shall not disclose, exchange or transmit any confidential and proprietary information to the third Party. The Receiving Party discloses confidential and proprietary information in accordance with legal requirements, orders of administrative organs, court rulings, etc. which can be considered as exceptions, but in such cases, the Receiving Party agrees to notify the Disclosing

Party immediately and assist the Disclosing Party in seeking all possible remedies.

2.8. Any data acquired or processed by the Receiving Party from the data server of the Disclosing Party by means, including but not limited to technical means.

### **3. Responsibility of the Receiving Party**

3.1. The Receiving Party shall treat the confidential and proprietary information provided by the Disclosing Party with a prudent attitude like the information of its own kind, (especially the necessary written agreement with its personnel, employees and third Party).

3.2. If the Receiving Party discloses the confidential information provided by the Disclosing Party without the authorization of the Disclosing Party, it shall immediately notify the situation to the Disclosing Party and take all reasonable measures to prevent further disclosure of the information, and shall bear all losses of the Disclosing Party.

3.3. At any time upon the request of the Disclosing Party (if the Disclosing Party has no special requirements, at the latest after the termination/ dissolution of the Agreement or the expiration of the Agreement), the Receiving Party shall:

- (1) Return all confidential and proprietary information immediately to the Disclosing Party, including all copies;
- (2) Destroy all confidential and proprietary information, including all copies, as required by the Disclosing Party, and confirm in written form to the Disclosing Party that the confidential and proprietary information has been destroyed.

3.4. In accordance with the boundary recognized in term two of this Agreement, the Receiving Party shall keep strictly confidential of the confidential and proprietary information received from the Disclosing Party and shall not disclose it to any third Parties or for its own benefit or any commercial purposes, regardless of whether or not the Parties reach or have already reached cooperation. Neither the termination/dissolution of cooperation/contract nor the expiration of the Agreement for any reason shall terminate the obligations and rights of the Parties pursuant to provisions of this Agreement, which by their terms are intended to survive

3.5. The Receiving Party shall compliance with all other relevant provisions of the General Data Protection Regulation, all relevant applicable data protection and privacy legislation in force from time to time and the guidance and codes of practice issued by the relevant data protection or supervisory authority. The Receiving Party shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.

### **4. Breach of Contract**

4.1. Both Parties acknowledge that any breach of any provision of this Agreement constitutes a material breach and causes irreparable damage to the Disclosing Party. If the Receiving Party violates any of the provisions of this Agreement in any form, the Disclosing Party shall have the right to take the necessary actions immediately to prevent the ongoing breach of the Agreement and possible future breaches. The Receiving Party shall compensate the Disclosing Party for all the actual losses (including but not limited to all losses arising from third-party litigation or arbitration) or the loss

of the Disclosing Party's prospect interests, profits or any other financial income due to its breach of the Agreement and the fees of attorney and litigation or arbitration, etc for claiming the aforementioned losses.

- 4.2. The Receiving Party shall sign confidentiality agreements with its personnel, employees and representatives. If the personnel, employees and representatives of the Receiving Party violate this Agreement, the Receiving Party shall be liable for the damage, costs, expenses and consequences caused by its breach of this Agreement and shall compensate for the Disclosing Party. (The compensation includes all direct, indirect, consequential, punitive and special damages and losses of the Disclosing Party, including but not limited to, its actual losses, possible gains, profits, actual usage, business opportunities, business value, the fine imposed to the Disclosing Party by the European Union and other data protection or supervisory authorities according to the General Data Protection Regulation and all other data protection and privacy legislation, etc. The amount of compensation for such losses must never be calculated less than 1 million Euros.)

## **5. Validation and Term of Agreement**

- 5.1. This Agreement will go into effect upon the signature/seal of both Parties.
- 5.2. If both Parties come into a written contract (except for the memorandum of understanding) concerning the issues to be negotiated, this Agreement will, of course, become an integral and indivisible part of the aforementioned contract and will remain forever and independent from the validity of the main contract.
- 5.3. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. A facsimile of an original signature transmitted to the other Party is effective as if the original was sent to the other Party.

## **6. Exceptional Information**

The following information does not belong to confidential information:

- 6.1. Information that is already known (or partially known) to the public before the Disclosure Party is provided to the Receiving Party, except those disclosed by the Receiving Party in violation of this Agreement without authorization.
- 6.2. Information known and obtained by the Receiving Party from sources other than the Disclosing Party or before the disclosure is made, which can be certified by documents held by the Receiving Party before obtaining the information of the Disclosing Party.
- 6.3. Information provided by the third Party to the Receiving Party by legal means (without infringing upon the ownership rights and interests of the Disclosing Party).

## **7. Governing Law**

This Agreement shall be governed by and constructed in according with the law of the People's Republic of China, and in respect of the Personal Data in this Agreement, it shall be preferentially interpreted in and governed by the General Data

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Protection Regulation.

## 8. Settlement of Disputes

Any dispute, controversy or claims arising out of or in connection with this Agreement and its subsequent amendments, including but not limited to, its formation, interpretation or the rights, duties, obligations or responsibilities of any party, or the operation, breach, termination, existence or validity thereof, may be settled through friendly negotiation. If such negotiations fail to settle, the above-mentioned dispute shall be finally settled by arbitration to the Arbitration Institute of the Stockholm Chamber of Commerce in according with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

## 9. General provisions

9.1. This Agreement shall be provided in two copies, each Party holding one copy and the two copies have the same legal validity.

9.2. Any modification or amendment to this Agreement shall only be effective if it is in writing and signed by both Parties.

9.3. This Agreement shall not be assigned in whole or in part by the Party without the prior written consent of the other Party hereto.

9.4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns and successors in interest.

9.5. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

If any provision or part-provision of this agreement is or become invalid, legal and enforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the agreement.

9.6. Failure or delay on the part of any of the Parties hereto to exercise a right under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of such a right preclude any other future exercise thereof.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized representative, all as of the Effective Date.

### Receiving Party:

Name:

Authorized Representative:

Date:

### Disclosing Party:

Name: GoodWe Technologies Co., Ltd.

Authorized Representative:

Date:

