

## CONFIDENTIALITY AND IT ACCESS AGREEMENT

### 保密及信息技术获取协议

This website is a purchase platform of Vesuvius. By clicking the "Agree and Continue" button at the end of this Agreement, you agree to become a Recipient of this Agreement hereunder. In order to protect the lawful rights and interests of the parties hereto, please read the following content of this Agreement carefully before accessing this website.

本网站为维苏威采购平台，贵方在点击本协议底部的“同意并继续”按钮，即成为本协议的接受方。为依法保护本协议双方的合法权益，在使用本网站前，请仔细阅读本协议以下内容：

THIS AGREEMENT is made  
本协议由以下双方签署：between

BETWEEN Vesuvius (including Vesuvius Advanced Ceramics (China) Co., Ltd, Vesuvius Foundry Technologies (Jiangsu) Co., Ltd. Vesuvius Foundry Products (Suzhou) Co., Ltd.; Vesuvius Zyarock Ceramics (Suzhou) Co., Ltd.; VSV Advanced Ceramics (Anshan) Co., Ltd.; and Yingkou Bayuquan Refractories Co., Ltd.) entering into this agreement on behalf of themselves and their affiliates (hereafter “Vesuvius”);

维苏威（包括 维苏威高级陶瓷（中国）有限公司；  
维苏威铸造科技（江苏）有限公司；  
维苏威铸造材料（苏州）有限公司；  
维苏威赛璐珂陶瓷（苏州）有限公司；  
英威高级陶瓷（鞍山）有限公司；和  
营口鲅鱼圈耐火材料有限公司）代表其本身和其关联方  
（以下统称为“维苏威”）签署本协议）；

AND Recipient  
和 接受方

#### WHEREAS 鉴于：

- (A) Vesuvius (including its affiliates) possesses and/or has acquired rights to and expects to acquire further rights to certain technical, financial, commercial, business sensitive and personal information and other matters of a confidential nature (including certain technical, financial, commercial, business sensitive and personal information and other matters of a confidential nature received from either Vesuvius’s employees, agents, customers, suppliers and other third parties and/or its affiliates’ employees, agents, customers and suppliers and other third parties) including but not limited to information held on Vesuvius’s network computer systems and Vesuvius’s employees local computer hard and removable drives (“Vesuvius IT Systems”) including but not limited

to sensitive information, figures, graphs and data specifications contained in strategic and business plans and other documents, marketing customer technology research and development and product data information, health and safety and employee information, databases, plans, drawings, recipes, bill of materials, designs and specifications, personnel records, logistics and freight information, sales profit and cost data, files and records and other business, technical, commercial and financial sensitive material (the “Confidential Information”).

维苏威（包括其关联方）持有某些技术、财务、商业、业务敏感及个人信息以及其他机密事项的信息（包括自维苏威的员工、代理人、客户和供应商以及其他第三方和/或维苏威关联方的员工、代理人、客户和供应商以及其他第三方取得的某些技术、财务、商业、业务敏感及个人信息以及其他机密事项的信息），包括但不限于通过维苏威的网络和计算机系统以及维苏威员工的本地计算机硬盘和可移动驱动器（统称为“维苏威信息技术系统”）持有的信息（包括但不限于战略和商业规划以及其他文件中所包含的敏感信息、数字、图表和数据说明，市场营销、客户、技术研发和产品数据信息，健康、安全和员工信息，数据库、计划、图纸、方法、材料清单、设计、规格要求、人事档案、物流和运输信息，销售利润和成本数据、文件和记录，以及其他业务、技术、商业和财务敏感资料）（以下统称为“保密信息”），和/或已经取得保密信息上的权利，并且希望取得更多的保密信息权利。

- (B) Vesuvius (including its affiliates) operates the Vesuvius Global Information Technology (IT) Policy (“Global IT Policy”) throughout its business which applies to employees, contractors, consultants, temporaries and other workers for Vesuvius, including personnel affiliated with third parties.

维苏威（包括其关联方）在经营过程中始终执行《维苏威全球信息技术政策》（以下简称为“全球信息技术政策”），全球信息技术政策适用于维苏威的员工、承包商、顾问、临时工人及其他工，包括同第三方有关的人员。

- (C) During the course of supply of goods, support or services to Vesuvius, either at Vesuvius’s premises or by remote connection, and whether engaged directly or via an agency the Recipient may have access to the Confidential Information and is required to comply with certain aspects of the Global IT Policy as identified herein.

在向维苏威提供产品、支持或服务的过程中，不管是在维苏威的场所内提供还是通过远程连接提供，不管是直接提供还是通过代理机构提供，接受方均可获取保密信息，但须遵守本协议内所指定的全球信息技术政策的某些方面规定。

- (D) Vesuvius is willing to allow the Recipient access to the Vesuvius IT Systems and the Confidential Information so that the Recipient may provide goods, support or services to Vesuvius either directly or via an agency (“the Purpose”) subject to the Recipient adhering to the conditions outlined in this Agreement and for the Purpose only and not for any other purpose.

为使接受方能够直接或者通过代理机构向维苏威提供货物、支持或服务（以下简称为“该目的”），维苏威愿意让接受方访问维苏威信息技术系统和获取保密信息，但接受方须遵守本协议内所列条款并仅为**该目的**（而不得为其他目的）访问维苏威信息技术系统和获取保密信息。

In this Agreement “affiliates” shall mean any company which at any time during the term of this Agreement directly or indirectly controls or is controlled by, or is under common control with Vesuvius.

在本协议中，“关联方”是指在本协议期限内的任何时候，直接或间接地控制或者受控于维苏威，或与维苏威处于同一控制之下的任何公司。

**NOW, THEREFORE, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:-**

因此，双方达成对其各自具有法律约束力的以下协议，以资信守：

**1. CONFIDENTIALITY**

**保密条款**

1.1 All Confidential Information accessed by the Recipient or disclosed by Vesuvius to the Recipient under or in expectation of this agreement shall be held in confidence and shall not be disclosed by any means to any third party (other than their own employees who need to receive such information in the course of their employment and are subject to equivalent obligations of confidence to those contained in this agreement) without the prior written consent of Vesuvius.

接受方按照本协议的规定或者本协议的期望获取的全部保密信息或者维苏威按照本协议的规定或者本协议的期望披露的全部保密信息均须保密，未经维苏威事先书面同意，不得以任何方式披露给任何第三方（履职过程中有必要获得该信息并且应遵守本协议内的相应保密义务的接受方的员工除外）。

1.2. Confidential Information shall include any and all information of whatever nature directly or indirectly observed, disclosed (by any person), and or acquired during any conversation or other interaction in respect of the Purpose or any visit to the Discloser’s or its affiliates premises (offices, laboratory, research, plant and manufacturing facilities) or information relating to the Discloser, its prospects or results or those of its affiliates supplied to the Recipient or the Recipient’s directors, employees or agents by or on behalf of the Discloser in writing, orally or otherwise and includes any such information obtained by discussions with directors, officers, the management or employees of any member of the Discloser’s group, together with any reports, analyses, compilations, studies or other material or documents prepared which contain or otherwise reflect such information. Confidential Information shall include any documentation, materials, drawings, samples, charts, information, data or other such information provided for or produced as a result of the Purpose.

保密信息应当包括直接或间接观察到的、（任何人）直接或间接披露的和/或在与**该目的**有关的任何交流或其他互动中或者在造访披露方或其关联方的场所（例如办公地点、实验室、研究场所、工厂和制造场所等）的过程中获得的任何性质的任何及所有信息或者披露方或者代表披露方以书面方式、口头方式或其他方式向接受方或接受方董事、员工或代理人提供的与披露方、披露方或披露方关联方的前景或成果有关的信息，包括在同披露方所在集团任何成员的董事、高管、管理层或员工的讨论过程中获得的任何上述信息以及含有或以其它方式反映上述这些信息的任何报告、分析、汇编、研究或其他材料或文件。保密信息应当包括为**该目的**提供的或者因**该目的**而制作的任何文件、资料、图纸、样品、图表、信息、数据或其他信息。

1.3. Subject as expressly permitted in this agreement, no Confidential Information accessed by the Recipient or disclosed by Vesuvius to the Recipient may be used for commercial or any benefit by any means without the prior written agreement of Vesuvius. The extent of the Confidential Information to be accessed or disclosed shall be at the sole discretion of Vesuvius and no rights are granted to the Recipient in the same.

除本协议内另有明确约定的以外，未经维苏威事先书面同意，接受方所获取的或者维苏威向接受方披露的保密信息不得以任何方式用于任何商业目的，也不得用于获取任何利益。保密信息的使用或者披露范围完全由维苏威自行决定，接受方无权决定。

1.4. All documents and data including electronic documents and data relating to the Confidential Information supplied under this agreement shall remain the property of Vesuvius, shall not be copied without prior written consent and shall be returned, together with any copies made, and any Confidential Information in electronic form shall be deleted from the Recipient's electronic systems within ten days of any request of Vesuvius to do so except that the Recipient may retain an electronic and/or paper copy in secure archived storage for regulatory and legal purposes only.

与根据本协议规定提供的保密信息有关的全部文件和数据（包括电子文件和数据）应为维苏威的财产，未经维苏威事先书面同意不得拷贝，接受方须在收到维苏威的要求以后十天内将这些文件和数据及其任何拷贝归还给维苏威，应当在接受方的电子系统内删除掉任何电子形式的保密信息，但接受方可为且仅为监管和合法目的以安全的存档方式保留电子和/或纸质拷贝。

1.5. Restrictions on disclosure and use of Confidential Information shall not apply to that which the Recipient can demonstrate to be in the public domain (other than by reason of default of the Recipient), nor to that which can be proved to have been known to the Recipient and at its free use and disposal prior to receipt from Vesuvius. This restriction shall not apply to information which must be legally disclosed by the Recipient under any relevant jurisdiction provided it uses its best efforts to give maximum advance notice to Vesuvius of such legally required disclosure.

保密信息的披露和使用限制不适用于接受方可以证明已进入公众领域内的保密信息（因接受方违约而进入公共领域的除外）以及接受方可以证明在披露方向其披露之前就已经取得且可以自由使用和处置的保密信息。本款规定的限制不适用于接受方须按任何相关司法管辖区的要求依法披露的信息，但接受方应当尽其最大努力提前将该合法披露要求通知维苏威。

## **2. GLOBAL IT POLICY** **全球信息技术政策**

2.1 The Global IT Policy regulates the rights and obligations of the providers of services in the area of information technologies.

全球信息技术政策规范的是信息技术领域内服务提供商的权利和义务。

2.2 The Recipient undertakes and agrees (and assumes responsibility that its employees, officers, agents and associates who have access to the Vesuvius IT Systems for the Purpose undertake and agree) to observe the following conditions of the Global IT Policy unconditionally during the term of this Agreement:

接受方承诺并同意（且负责确保为**该目的**访问维苏威信息技术系统的接受方员工、高管、代理人和合作方也承诺并同意）在本协议有效期内无条件地遵守以下限制性条款。

- a. All Vesuvius IT Systems, including but not limited to computer equipment, phones, tablets, software, operating systems, storage media, and network accounts are the property of Vesuvius.  
全部维苏威信息技术系统（包括但不限于计算机设备、电话、平板电脑、软件、操作系统、储存媒介和网络账号）均为维苏威的财产。
- b. While Vesuvius' network administration desires to provide a reasonable level of privacy, users should be aware that the data they cascade on the corporate systems remains the property of Vesuvius. Any information that users consider sensitive or vulnerable must use encryption or equally strong measures to protect the data while it is being stored.  
虽然维苏威的网络管理意在提供合理的隐私保护，但用户应该注意的是，用户在公司系统内进行级联操作的数据为维苏威财产。用户认为敏感或者易受攻击的任何信息必须采取加密或同等有效的其他方法在数据保存期间内进行保护。
- c. The utilization of Vesuvius IT systems for personal use by third parties is not allowed. Software cannot be installed on to Vesuvius IT Systems without the expressed authorization of the IT organization.  
不允许第三方为个人目的使用维苏威信息技术系统。未经信息技术部门明确授权，不得在维苏威信息技术系统内安装软件。
- d. Authorized IT personnel can monitor Vesuvius IT Systems at any time, for security and network maintenance purposes. Such activity will comply with applicable local laws and regulations.  
经授权的信息技术人员可为安全和网络维护目的随时对维苏威信息技术系统进行监测。该等监测行为应遵守当地相应的法律法规。
- e. The following activities in relation to the use and access of Vesuvius IT Systems are strictly prohibited:  
严禁从事与维苏威信息技术系统的使用和访问有关的以下活动：
  - To engage in any activity that is illegal under local, provincial, national, or international law while utilizing Vesuvius owned or leased resources.  
利用维苏威所有或租赁的资源从事当地、省、国家或国际法律所规定的任何非法活动。
  - Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for the use by Vesuvius.  
侵犯任何人或公司受著作权、商业秘密、专利或其他知识产权或类似法律法规保护的權利，包括但不限于安装或分发盗版的软件产品或维苏威的使用没有获得恰当授权的其他软件产品。
  - Any collection or disseminating of data or information or other related systems activity that violates applicable anti-trust laws and regulations.

违反有关反垄断法律法规收集或传播数据或信息，或从事其他违反有关反垄断法律法规的系统活动。

- **Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Vesuvius or the end user do not have an active license.**  
未经授权擅自拷贝受著作权保护的材料，包括但不限于将杂志、书籍或其他受著作权保护的来源中的照片数字化并分发出去，将受著作权保护的音樂数字化并分发出去，安装维苏威或者最终用户不具有有效许可证的任何受著作权保护的软件。
- **Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal.**  
违反国际或地区性出口管制法律的规定出口软件、技术信息、加密软件或技术。
- **Introduction of malicious programs into the computing environment (e.g. viruses, worms, Trojan horses, e-mail bombs, etc.).**  
向计算机环境内引入恶意程序（例如病毒、蠕虫病毒、特洛伊木马、电子邮件炸弹等等）。
- **Revealing the allocated account password to others or allowing use of the allocated account by others.**  
向他人公开已分配的账户密码或者允许他人使用已分配的账号。
- **Using a Vesuvius computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the users' jurisdiction or related company policies.**  
使用维苏威的计算资产，主动获取或传播违反用户所在司法管辖区性骚扰或敌对工作场所法律或者相关公司政策的材料。
- **Unauthorized use of third party (i.e. suppliers, customers, consultants, etc.) e-mail or communications received by Vesuvius and intended only for Vesuvius use.**  
未经授权擅自使用维苏威所收到的且仅限维苏威使用的第三方（例如供应商、客户、顾问等等）的电子邮件或沟通内容。
- **Providing information about, or lists of, Vesuvius employees to parties outside Vesuvius.**  
向维苏威以外的其他方提供关于维苏威员工的信息或者维苏威员工的名单。
- **Use of Vesuvius Systems in breach of the Code of Conduct;**  
违反《行为规范》使用维苏威系统。
- **Engaging in activity that may be derogatory to other employees or third parties including use of abusive language;**  
从事任何贬损其他员工或第三方的活动，包括使用粗言秽语。
- **Engaging purposely in activity that may: harass, threaten or abuse others; degrade the performance of the Vesuvius IT Systems and related Vesuvius systems; deprive an authorised Vesuvius user access to a resource; obtain extra resources beyond those allocated; circumvent Vesuvius security measures.**  
故意从事以下活动：骚扰、威胁或辱骂他人；导致维苏威信息技术系统和相关维苏威系统性能下降的活动；剥夺已获授权的维苏威用户获取资源的权利；在分配范围之外获得额外资源；规避维苏威的安全措施。

2.3 The Recipient undertakes to inform Vesuvius of any modifications or situations related to its company, process, procedures, employees or any other personnel or information

that may affect the compliance of the Recipient with the conditions of the Global IT Policy outlined in Clause 2.2 hereto.

接受方承诺会将与其公司、程序、流程、员工或其他人员有关的任何变动或情况或者可能会影响其遵守本协议第 2.2 条所述全球信息技术政策所列条款的信息告知维苏威。

### 3. GENERAL PROVISIONS

#### 一般条款

- 3.1. This agreement shall be binding on the Recipient, all officers and employees of the Recipient and upon its owners, shareholders, affiliate companies, agents and associates wheresoever located, for whom the Recipient hereby assumes responsibility and liability.

本协议对接受方、接受方的全部高管和员工以及位于任何地方且接受方在本协议项下同意为其承担责任的接受方的所有人、股东、关联公司、代理人和合作方具有约束力。

- 3.2. This agreement shall be deemed to have commenced with effect from the earlier of the first disclosure of Confidential Information or the date of signature and for the purposes of the Purpose shall continue in force for a period of two (2) years from the date of signature (“the Term”). Upon termination of this agreement, in case the Recipient continues to provide goods, support or service to Vesuvius, this agreement renews automatically.

应当认为本协议自保密信息首次披露之日或者本协议签署之日（以先到的为准）起开始生效。就**该目的**而言，本协议的有效期为两（2）年，自签署之日起算（简称为“有效期”）。有效期届满时，如果接受方继续向维苏威提供货物、支持或服务，则本协议自动延期。

- 3.3 Vesuvius may terminate the Agreement prior to its date of completion upon written notice to the Recipient (“Early Termination”). In the event Vesuvius exercises its right of Early Termination all obligations to make future disclosures under the Agreement terminate and access of the Recipient to the Vesuvius IT Systems will be withdrawn.

维苏威可以通过书面通知接受方提前终止本协议（以下简称为“提前终止”）。如果维苏威行使其提前终止权利，则本协议项下的全部进一步披露义务立即终止，接受方访问维苏威信息技术系统的权利将被收回。

- 3.4 At the end of the Term or upon Early Termination the Recipient acknowledges that it shall have no right to use the Confidential Information or access the Vesuvius IT Systems for any purpose and the Recipient hereby undertakes to cease use of the Confidential Information and access to the Vesuvius IT Systems.

在本协议有效期到期或者提前终止以后，接受方承认其无权为任何目的使用保密信息和访问维苏威信息技术系统，接受方在此承诺不再使用保密信息和访问维苏威信息技术系统。

- 3.5 Restrictions on disclosure and use of Confidential Information shall continue after expiry or Early Termination of this agreement without limit of time subject to those exceptions (if any) in clause 1.5 as may apply.

保密信息的披露和使用限制在本协议到期或提前终止以后继续有效，无时间限制，本协议第 1.5 条所述的相关例外情况（如果有）除外。

- 3.6 In the event of a breach of this Agreement, Vesuvius and its Affiliates shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and shall, in addition to any other forms of legal and equitable relief, recover from the Recipient all reasonable costs and legal fees incurred in seeking such remedy.  
如果发生违反本协议的情形，维苏威及其关联方有权获得全部法定以及衡平法上的救济，除了可以获得任何形式的法定及衡平法上的救济以外，维苏威及其关联方还有权要求接受方赔偿其在寻求这些救济的过程中发生的所有合理费用和诉讼费用。
- 3.7 The Recipient agrees that the unauthorized disclosure of Vesuvius's Confidential Information and/or non compliance with Clause 2.2 would cause irreparable harm and agrees that Vesuvius (including its affiliate companies) will have the right to obtain an immediate injunction restraining any breach of this Agreement without the posting of bond or other security, in addition to all other rights and remedies available for such a breach.  
接受方同意，未经授权擅自披露维苏威的保密信息和/或不遵守本协议第 2.2 条规定将导致无法挽回的损失。接受方进一步同意，对于违反本协议约定的任何行为，维苏威（包括其关联公司）除可以行使所有其他权利和获得所有其他救济以外，还有权即刻获得禁令以对该等违约行为进行限制，而无须提供担保或其他保证。
- 3.8 The Recipient shall not publish any results, data, statistics, information or any Confidential Information (or any information or work product derived from the Confidential Information) arising from or associated with the Purpose without the prior written consent of the Discloser. To the extent that the Purpose requires the processing, storage or other use relating to personal data, the Recipient agree to comply and have adequate measures in place to ensure that they and their employees comply at all times with the provisions and obligations contained in (as amended from time to time) any relevant data protection legislation applicable where personal data is stored, accessed and or processed as implemented into local legislation and updated from time to time. All personal data acquired or accessed by the Recipient from Vesuvius shall only be used for the purposes of this Agreement.  
未经披露方事先书面同意，接受方不得发布因**该目的**而产生的或与**该目的**存在关联的任何成果、数据、统计资料、信息或任何保密信息（或保密信息衍生的任何信息或工作成果）。如果实现**该目的**需要进行与个人资料相关的处理、保存或使用，则接受方同意遵守并采取适当措施确保接受方及其员工一直遵守个人资料保存、访问和/或处理所在地适用的、已按当地法律执行的且经不时更新的相关数据保护法律中的（经不时修订的）规定及义务。接受方自维苏威取得或者获取的所有个人资料仅可用于本协议目的。
- 3.9 Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction and in the event of any



provisions being severed there shall be deemed substituted a like provision to accomplish the intent of the parties to the extent permitted by the applicable law.

如果本协议任何条款在任何司法管辖区内被禁止适用或者裁定为不可执行，则该条款在该司法管辖区内无效，本协议其余条款的有效性以及该条款在任何其他司法管辖区内的有效性和可执行性不受其影响。如果本协议任何条款因此自本协议内分割出去，则在适用法律允许的范围内，应当认为此条款已由一项能够实现双方达成此条款目的类似条款取代。

- 3.10 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the People's Republic of China and the parties hereto hereby submit to the jurisdiction of the Court where Vesuvius is registered.

本协议适用中华人民共和国法律并依其解释，双方在此同意接受维苏威注册地法院管辖。

- 3.11 The Agreement is written in both Chinese and English, if there is any discrepancy between the two versions, Chinese version prevails.

本协议以汉语和英语两种语言签署，如果两种语言版本存在冲突，以汉语版本为准。

- 3.12 This Agreement shall become effective upon clicking the "Agree and Continue" button below.

点击以下“同意并继续”按钮，本协议开始生效。

If you agree the above-mentioned provisions of this Agreement, please click the "Agree and Continue" button.

如同意本协议以上内容，请点击“同意并继续”。