

合作保密承诺书

Letter of Commitment on Non-Disclosure Cooperation

致：隆基绿能科技股份有限公司及其子公司（以下 简称“隆基公司”） TO: LONGi Green Energy Technology Co. Ltd. and its subsidiaries (hereinafter refer to as “LONGi”)

承诺方：_____

Committed Party:_____

鉴于：

Whereas:

承诺方将在与隆基公司合作或接触的过程中知悉隆基公司的保密信息。为维护隆基公司的合法权益，保证该保密信息不被承诺方作任何不利于隆基公司的使用或未经隆基公司同意而泄露给第三方，承诺方自愿签署合作保密承诺书，向隆基公司郑重承诺如下：

The Committed party will learn the confidential information of the other party of LONGi in the process of cooperation or contact with LONGi. In order to safeguard the legitimate rights and interests of LONGi, and guarantee that the confidential information will not be used by the Committed party against LONGi or disclosed to any third party without the consent of LONGi, The Committed party voluntarily signs the Letter of Commitment on Cooperation Confidentiality and solemnly promises to LONGi as follows:

一、保密信息

Confidential Information

1.1 保密信息指隆基公司所有未经公开的信息及隆基公司应保密的其它第三方的商业、经营、技术信息等，包括但不限于公司战略及规划、市场调研信息及市场开发计划；财务数据、生产经营数据及业绩预测，如出货量、订单量、收入、利润、分红计划、经营计划等；重大经营信息，如重大销售/采购合同、合作意向、重大投融资、重大资产交易、重大诉讼等；公司产能规划、排产计划、新产品投产时间；销售策略、销售定价、客户资料；产品定位、产品样品及模型、产品材料、技术标准、图纸及参数；研发及生产信息，如研发方向、技术路线图、设计思路、产线布局、设备信息、原材料信息、技术路线、工艺流程、工艺参数、配方、调试方法、检测信息等；采购及生产成本；董事会决议、股东会决议、

会议决定、合作协议、商务合同、管理制度；研究方向、产量需求、时间节点、路线图、设计思路、产线布局、甚至合作状态等，无论该等信息是以书面、口头、电子数据或其他任何形式表现。保密信息还包括隆基公司不时指定为具有秘密性质而需受本协议保护的任何其他信息。承诺方所知悉的前述保密信息，只要隆基公司未明确书面表示可由承诺方任意使用，或可不经隆基公司事先书面同意而告知他人，即为本承诺书规定的保密信息。

Confidential information refers to unpublicized information of LONGi and its subsidiaries' and commercial, operation, technical information of any third party that LONGi should keep confidential. It includes but not limited to: company strategies and planning, market surveys and market development plans; Financial data, production and operation data and performance forecasts, such as shipments, orders, revenue, profit, dividend plan, business plan, etc.; Major business information, such as major sales/procurement contracts, cooperation intentions, major investment and financing, major asset transactions, major litigation, etc.; The company's capacity planning, production scheduling plan, new product production time; product positioning and sales strategies, capacity, production plan, startup time, selling price, client's materials; product sample and model, product materials, technical standards, drawings and parameters, R&D and production information, such as R&D direction, technology roadmap, design ideas, production line layout, equipment information, raw material information, technical route, process flow, process parameters, formula, debugging methods, testing information, etc. purchasing and production costs, financial data; board's resolutions, shareholder meeting resolutions, meeting decisions, cooperation agreement, commercial contract, management rules, research directions, yield demand, timeline, roadmap, design ideas, layout of production lines, and even cooperation status etc. whether orally, in writing, electronically, or in other form. Confidential information also includes any other information that LONGi identified as confidential from time to time, thus protected by this letter. The aforesaid confidential information known by the Committed party shall be the confidential information referred to herein as long as LONGi did not give the Committed party written dictation for unrestricted using, or prior written consent for informing others.

1.2 保密信息不应包括下列信息：

Confidential information shall not include information that:

1.2.1 有书面材料证明，本承诺书签署之前已可从公共渠道获得的信息；

Was in the public domain at the time this letter was signed, with written evidence;

1.2.2 有书面材料证明，在本承诺书签署之后非因承诺方的过错而可从公共渠道获得的信息；

Has entered the public domain other than as a result of acts of the Committed party before signing

this letter, with written evidence;

- 1.2.3 有书面材料证明，由隆基公司向承诺方提供的信息，且隆基公司以书面形式明示承诺方使用或披露该等信息没有限制；

Information provided by LONGi to the Committed party as evidenced by written materials, and LONGi expressly states in writing that the Committed party has no restriction on the use or disclosure of such information;

- 1.2.4 有书面材料证明，承诺方自隆基公司以外的其他来源通过正当途径获知且不必承担保密义务的信息；

Proved by written materials that information obtained from other sources by the Committed party through proper channels other than LONGi and the Committed party does not have to bear the obligation of confidentiality;

- 1.2.5 承诺方基于法律要求向行政机关、司法机关、仲裁机构、证券监督管理机构、证券交易所、全国中小企业股份转让系统有限责任公司以及双方有必要知悉的法律、会计、商业及其他中介服务机构披露的信息，但承诺方在提供、披露该等信息前应将提供该等信息的要求立即书面通知隆基公司，从而使隆基公司得以采取适当的保护措施。

As required by law, the Committed party has to reveal confidential information to administrative organs, judiciary authorities, arbitrary institution, security supervision organizations, stock exchange, national medium and small enterprise share transfer system Co., Ltd, and legal, accounting, commercial, or other service agencies both parties believe necessary. But before providing or disclosing such information, the Committed party shall give immediate written notice to LONGi about related requirements so that it will take proper measures.

二、保密义务

Non-Disclosure Obligation

- 2.1 承诺方必须对其知悉的所有隆基公司保密信息采取必要方法加以严格保密，按照与隆基公司签署的有关协议约定或隆基公司同意的范围和使用方法利用、使用保密信息。承诺方不得未经隆基公司事先书面同意而将保密信息告知他人，不得作任何不利于隆基公司的利用、使用，不能将保密信息用于任何其他目的。

The Committed party shall adopt proper measures to keep all LONGi's confidential information secret, use or utilize the information within the scope and approach agreed in related contracts or otherwise consented by LONGi. Without LONGi's prior written consent, the Committed party shall neither disclose

any confidential information to any third party, nor use or utilize the information in ways unfavorable to LONGi, nor for any other purposes.

- 2.2 未经隆基公司事先书面同意，承诺方不得以任何方式使任何第三方（包括承诺方关联公司及无权知悉该项秘密的其他职员）知悉属于隆基公司或属于他方但隆基公司承担保密义务的技术或商业信息。

Without LONGi's prior written consent, the Committed party shall not, by any means, let any third party (including the Committed party's affiliated company and LONGi any employees who have no right to know the secret) know LONGi's technical or commercial information or that of others but LONGi is obliged to keep secret.

- 2.3 承诺方仅限于将保密信息提供给确有必要知道保密信息的承诺方的职员、雇员及专业顾问，而不应将此保密信息向其他人透露。同时，承诺方应确保其职员、雇员及顾问亦遵守本协议所规定的保密义务且在本协议规定的保密期内，不得利用自隆基公司获得的保密信息以任何形式、以任何身份、直接或间接为承诺方及/或隆基公司的竞争对手、供应商及其他相关方提供任何形式的服务或劳务或披露任何隆基公司的保密信息，否则一经发现，隆基公司有权要求承诺方按照本协议约定承担违约责任。

The Committed party shall only provide the confidential information to its staff, employees, professional consultants who must know the information, without revealing to anyone else. Meanwhile, the Committed party shall make sure that its staff, employees, consultants observe the non-disclosure obligation under this agreement. And they shall not, by any means or with any identity, directly or indirectly provide any forms of service or labor to the Committed party's and/or LONGi's any competitor or supplier or other related party or disclose LONGi's confidential information during the stated confidentiality period. Otherwise, LONGi is entitled to request the Committed party to take default liabilities under this agreement.

- 2.4 在任何情况下，承诺方须以保护己方具有同等敏感性和重要性的保密信息时所使用的谨慎程度（不得低于合理的谨慎程度）来保护隆基公司的保密信息。一经发现其保管的保密信息受到任何未经授权的披露或有被泄露的危险时，承诺方应尽快通知隆基公司，并同时尽最大努力防止对该等保密信息的任何进一步披露或未经授权的使用。

Under any circumstances, the Committed party shall use the same degree of care (no less than a reasonable degree of care) practicing in its own confidential information of similar sensitivity and importance to protect LONGi's confidential information. Once any confidential information kept by the Committed party is exposed to unauthorized disclosure or at risk of disclosure, the Committed party should notify LONGi as soon as possible, and make all efforts to prevent any further disclosure or unauthorized using.

- 2.5 承诺方不应对包含隆基公司保密信息的原形、软件或其他有形或无形物进行反向工程、解码或分解。承

诺方也不应试图获取任何保密信息的具体成分或其隐含的信息、结构或理念。

The Committed party shall not reverse engineering, decode, or break down the original, software, tangible or intangible forms of LONGi's confidential information. The Committed party shall not attempt to obtain any concrete contents or implied information, structure, or concept of any confidential information.

2.6 承诺方根据隆基公司提供的信息资料（包括但不限于品牌 LOGO 标识资料、产品技术文档等）定制开发的作品/产品，未经隆基公司事先书面同意，承诺方禁止将此作品/产品向任何第三方提供或展示。Without the prior written consent of LONGi, Committed party is not allowed provide or display the works/products which is custom-developed based on the information materials (including but not limited to brand LOGO identification materials, product technical documents, etc.) provided by LONGi to any third party.

2.7 除本承诺书明确约定的权利义务外，本承诺书并不暗示任何其他权利义务。隆基公司向承诺方披露保密信息并不授予或暗示授予承诺方在任何商标、专利权、著作权或任何其他知识产权项下的任何许可。未隆基公司事先书面许可，承诺方不得将隆基公司名称、字号、商标、LOGO 等任何有关隆基公司的标识用于市场推广及商业宣传活动，如业绩展示、案例宣讲、对外交流、投标竞标等；承诺方如需就双方存在商务合作发布新闻稿或对外【包括但不限于通过公司网站、公众号、自媒体（抖音、快手等）、社交媒体（如微信朋友圈、QQ、微博、视频号等）、论坛、产品发布会、技术交流会、展会等】披露所涉合作事宜，应事先征得隆基公司的书面同意，否则视为违约。

This letter does not imply any other rights or duties other than expressed herein. LONGi's revealing of confidential information to the Committed party does not authorize the Committed party, in express or implied manner, any permission to any trade mark, patent right, copyright or any other intellectual property. Without the prior written permission of LONGi, the Committed Party shall not use LONGi's name, trade name, trademark, LOGO and any other logos related to LONGi for marketing and commercial publicity activities, such as performance display, case presentation, external communication, bidding and bidding, etc.; If the Committed Party needs to issue a press release on the business cooperation between the two parties or disclose the cooperation matters to the outside (including but not limited to through the company's website, official account, self-media (TikTok, Kuaishou, etc.), social media (such as WeChat Moments, QQ, Weibo, Video Account, etc.), forums, product launches, technical exchange meetings, exhibitions, etc.), it shall obtain the written consent of LONGi in advance, otherwise it will be deemed as a breach of contract.

2.8 行为约束

Behavioral Disciplines

承诺方因正常工作需要且沟通业务在合作范围内，需要进场参观交流时，需要严格遵守以下要求，如

有违规行为，由隆基公司决定事件性质，予以相应惩罚：

If the Committed Party need to visit the site for regular works and exchange information within the cooperation scope, the Committed Party should strictly abide by below requirements. In case of non-compliance, LONGi shall decide the nature of the event and impose corresponding punishments.

2.8.1 外来参观人员须全程佩戴《出入证》，跟随陪同人员或在隆基公司指定工作区域作业，不得随意走动；外来交流学习人员请在限定区域内活动，未经允许不得私自窜访、越权侵入。

Visitors are required to wear the Pass at all times, should follow the escort during the whole trip, or only work in areas designated by LONG. Do not walk around at will. Trainees should only stay in designated areas. Do not visit anyone or go to unauthorized areas without permission.

2.8.2 未经允许不得擅自拍照、录像、录音。

Do not take photos, shoot videos, or record sound without permission.

2.8.3 未经允许不得擅自进入隆基公司内部涉密场所，经批准进入涉密场所前应按照要求对手机、笔记本电脑、录音笔等带有摄像录音装置的设备进行管控。

Do not enter LONGi's confidential venues without permission. If permitted to confidential venues, cellphones, laptops, recorders, and other devices with video or sound recording functions should be kept in control.

2.8.4 未经允许不得擅自翻阅、复制隆基公司任何载体形式的文件资料，不得擅自将此类文件资料通过任何方式带离隆基公司工作场所范围或据为己有。

Do not access or copy LONGi's documents from any carriers without permission. Do not take such documents out of LONGi's work place through any manner or take possession of the documents without permission.

2.8.5 不得在隆基公司任何办公设备上私自使用个人的移动存储介质。

Do not use personal mobile memory device on LONGi's any office devices without permission.

2.8.6 不得向隆基公司员工打听、与其谈论超出本次工作业务范围的任何涉及隆基公司的信息。

For any information outside scope of the work, do not inquire LONGi's employees or discuss with them.

2.8.7 业务工作中会涉及隆基公司保密信息的，公开前需先征得隆基公司同意，并与对接部门签署保密协议。

If the work will involve LONGi's confidential information, ask for LONGi's permission beforehand

and sign a Non-Disclosure Agreement with the interface department.

2.8.8 须严格遵守隆基公司其他一切有关现场行为的约束要求。

Comply with all other behavioral disciplines of LONGi and its subsidiaries.

三、保密信息的归还

Return of Confidential Information

3.1 当隆基公司要求承诺方交回保密信息时，承诺方应当立即向隆基公司交回所有书面或其他有形的保密信息（包括原件和承诺方自行复制的任何复制品），以及所有描述和概括该保密信息的文件。自此，承诺方不得再为任何目的使用保密信息。

When asked by LONGi to hand back the confidential information, the Committed party shall immediately return all written or tangible confidential information (including the original and any copies made by the Committed party) to LONGi, as well as all documents describing or concluding the confidential information. Henceforth, the Committed party shall no longer use the confidential information for any purpose.

3.2 甲乙双方的合作交流无论因何种原因解除或终止，承诺方应立即向隆基公司交还所有书面或其他有形的保密信息（包括原件和承诺方自行复制的任何复制品），以及所有描述和概括该保密信息的文件，并保证在其后的任何时间都不使用、利用、告知他人任何隆基公司的保密信息。

When the cooperation and exchanges between the Committed party and LONGi terminate or end for any reasons, the Committed party shall immediately return all written or tangible confidential information (including the original and any copies made by the Committed party) to LONGi, and all documents describing or concluding the confidential information. The Committed party shall also promise that it will no longer use, utilize, or inform others any of LONGi's confidential information.

3.3 没有隆基公司的许可，承诺方不得丢弃和处理任何书面或其他有形的保密信息。

Without LONGi's permission, the Committed party shall not discard or dispose any written or tangible confidential information.

3.4 对于隆基公司要求归还或销毁的含有保密信息的资料、文件或其他含有保密信息的载体，承诺方应保证其归还或销毁的为全部包含保密信息文件或复印件，不得有任何隐瞒、遗漏。

If asked by LONGi to return or dispose materials, documents, or carriers containing the confidential information, the Committed party shall make sure all documents or copies containing the confidential information are returned or disposed, without any concealing or omission.

3.5 保密信息经归还或销毁后，承诺方仍应当严格按照本承诺书约定在保密期限内履行保密义务。After returning or disposing the confidential information, the Committed party shall keep performing the

non-disclosure obligation within the term stated hereunder.

四、保密期限

Term of Confidentiality

4.1 本承诺书项下保密期限为永久保密。双方另有书面约定或隆基公司书面告知承诺方不再承担保密义务或保密信息进入公知领域、依照法律法规不再成为保密信息时，承诺方不再承担保密义务。

The term of confidentiality herein starts from the effective date of this letter and is permanent confidentiality. The Committed party shall be relieved from non-disclosure obligation, unless both parties agree otherwise in written, or LONGi gives written relief notice to the Committed party, or the confidential information enters public domain and becomes legally non-confidential.

五、违约责任

Liability for Breach of Contract

5.1 承诺方违反本承诺书项下任何保密义务时均视为违约，隆基公司有权视承诺方违约事项的严重程度采取下述任何一种或几种措施以减少或弥补其遭受的损失：

Any violation of any non-disclosure obligation by the Committed party herein shall be deemed as breach of contract. Depending on the seriousness of the breach, LONGi shall be entitled to adopt any one or several measures below to mitigate or make up for incurred losses.

5.1.1 要求承诺方立即停止违约行为并采取一切措施进行补救，由此产生的一切费用均由承诺方自行承担；

Require the Committed party to immediately stop the violation and take all remedy measures, with all incurred expenses covered by the Committed party;

5.1.2 不论何种目的发生违约行为时，要求承诺方法律允许的范围内，通过公开方式向隆基公司道歉，并积极接受约谈；同时根据造成的后果危害程度及配合情况，将违约行为计入当期绩效，并记入供应商违约档案，情节严重或拒不配合调查的将根据情况淘汰和纳入黑名单处理；

In case of any noncompliant behaviors occurred for whatever reasons, require the Committed party to apologize openly to LONGi and open to be questioned, within the scope of laws. Incorporate the violation in the Committed Party's current performance assessment and keep a record of the Committed Party's violation profile, based on the consequences and attitude. the Committed Party committed serious violations or refused the investigation will be rolled out or put in the black list.

5.1.3 立即中止或解除双方签署的合作开发合同及/或采购合同/订单（以下简称为“商务合同”），并要

求承诺方按照该等商务合同的约定承担违约责任;

Immediately terminate or end cooperative development contracts and/or purchase contracts/orders signed by both parties, and ask the Committed party to bear liabilities for breach of such contracts as agreed.

5.1.4 要求承诺方支付保密信息所依附的商务合同/总金额【20】% (不少于 20%) 的违约金【不低于人民币 (100000 -500000) 元】，如违约金不足以弥补隆基公司因此所遭受的实际损失的【包括但不限于：①隆基公司为获得本承诺书项下保密信息而支出的所有成本；②隆基公司因该等保密信息被泄露所导致的商业损失、声誉损失等；③隆基公司为维护自身合法权益而发生的维权费用，包括但不限于调查取证费、诉讼费、保全费、保全担保费、律师费、鉴定费、评估费、执行费、差旅费等，以下简称为“维权费用”】，承诺方应在隆基公司要求的期限内支付违约金与实际损失之间的差额部分。逾期支付的，每日应按未支付金额的万分之五向隆基公司支付滞纳金。情节严重、态度恶劣的，隆基公司可考虑移交当地公安机关处理。

For any violation the Committed party shall pay [20] % (no less than 20%) of the related contract or order amounts as liquidated damages [no less than (10000 to 500000) Yuan RMB]. If the liquidated damages are not enough to make up for LONGI's actual losses [including but not limited to ① LONGI's all costs to obtain the confidential information herein; ② LONGI's business losses, reputational losses, etc. caused by the leakage of such confidential information ; ③ LONGI's expenses to defend its legal rights and interests, including without limitation, investigation and evidence collection fee, legal fare, guarantee deposit, counsel fee, appraisal fee, evaluation fee, execution fee, travel expenses, which are referred to as "expenses to defend rights"]. The Committed party shall pay the difference between liquidated damages and LONGI 's actual loss within the period said by LONGI. For any overdue payments, the Committed party shall pay 0.5‰ of the unpaid money as overdue fines to LONGI. For the Committed Party with serious violation consequences and bad attitudes, LONGI may transfer the case to the local public security organs for handling.

5.2 承诺方承担的任何违约赔偿行为并不免除其保密的义务，承诺方在支付违约金后必须继续按照本承诺书有关的约定承担保密义务。

Any breach of contract compensation undertaken by the Committed party shall not exempt the Committed party from its obligation of confidentiality. After paying the liquidated damages, the Committed party must continue to undertake the confidentiality obligations in accordance with the relevant agreements in the Letter of Commitment.

5.3 承诺方未经隆基公司许可擅自对外宣传的，隆基公司有权终止所有有关的业务，若给隆基公司造成合规

或声誉影响的，隆基公司有权要求承诺方承担过去 12 个月交易金额的 30%作为违约金，违约金不足以弥补隆基公司损失的，还应就不足部分予以补足。

If the committed party propagandizes to the public without the permission of LONGi, LONGi has the right to terminate all relevant business, and if it causes compliance or reputation impact to LONGi, LONGi has the right to require the committed party to bear 30% of the transaction amount in the past 12 months as liquidated damages, and if the liquidated damages are insufficient to cover LONGi's losses, it should also make up for the shortfall.

六、适用法律及争议解决

Applicable Laws and Dispute Resolution

6.1 本承诺书的签署、履行、解释等均适用中华人民共和国法律及法规。

The laws and regulations of the People's Republic of China shall apply to the signing, performing, interpretation of this letter of commitment.

6.2 本承诺书产生的一切争议由双方友好协商解决。协商不成，双方有权向隆基公司所在地人民法院提起诉讼。

All disputes resulted from this letter shall be settled by both parties through friendly negotiation. If no settlement can be reached, both parties have the right to to file a lawsuit to the people's court where LONGi is located .

七、其它事项

Miscellaneous

7.1 本承诺书自承诺方签字盖章后生效。协议文本超过一页的，需加盖骑缝章。

This letter shall come into force when Committed party signs and chops the letter. A chop on the edge of jointing pages should be applied if there are more than one page.

7.2 本承诺书传真件及扫描件与原件具有同等法律效力。

Taxed or scanned versions of this letter shall have the same legal force.

7.3 在签署本承诺书前，承诺方已经详细审阅了本承诺书的内容，并完全了解本承诺书各条款的法律含义。

Before signing this letter, the Committed party has read through it and fully understand legal meanings of each provision.

【本页以下无正文】

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承诺方：（盖章及盖骑缝章）

The Commitment party: (Seal & Connective seal)

授权代表签字：

Authorized signatory:

日期： 年 月 日

Date: MM DD YY

附件一：承诺方接受保密信息人员表

Attachment 1: List of the Committed Party 's Receivers of Confidential Information

序号 S/N	保密信息接收人姓名 Name of Receiver of Confidential Information	部门 Department	职务 Title	邮箱地址 Email address	手机号码 Cellphone number