

保密承诺函

致：工银金融租赁有限公司（下称“工银租赁”）
上海联合产权交易所有限公司（下称“联交所”）

鉴于：

工银租赁拟通过联交所转让所持有的部分资产（1架 EM135BJ 飞机）（注册号：B-3281）（“标的”），我公司因尽调将接触飞机相关权属证明材料、技术文件等相关保密信息，为了保护披露方的商业利益，我方特作如下承诺：

1 保密信息

1.1 保密信息的范围

本承诺中的保密信息是指披露方向我方、我方的代理或顾问提供的，有关披露方或该项目的尚未对外公开披露或者标注为保密信息的有关信息（下称“保密信息”），包括但不限于以下保密信息：

- 1.1.1 **项目洽谈过程中获得的信息。**我方在合作洽谈及项目开展过程中所获知的相关保密信息等；
- 1.1.2 **项目尽职调查过程中获得的信息。**我方在尽职调查过程中所获知的与项目相关的所有信息。
- 1.1.3 **该项目的交易信息。**与项目进展、签署、执行过程中形成的交易结构、交易模式、交易文件相关的法律、商务信息。
- 1.1.4 **其他保密信息。**我方获得的其他与披露方相关的信息。

1.2 保密信息载体

保密信息载体是指承载保密信息内容的物品，包括但不限于书面文件、电子文档、磁盘、CD、电子信息数据或其它任何形式的载体。

1.3 复制件

复制件是指保密信息或保密信息载体的复制件，包括任何文件、电子文档、注释、摘要、分析，或以任何其它方法再现的保密信息。我方制作的所有复制件应当清楚地表明为保密文件，并且受本承诺书条款的约束。

2 非保密信息

我方可以证明属于下述各项的信息，不属于保密信息：

- 2.1 已公开发表或非因我方的原因，已为公众所知悉的保密信息；
- 2.2 披露方书面同意公开的保密信息；
- 2.3 我方从第三方处合法、正当地取得的保密信息，且该第三方对该等保密信息不承担保密义务；
- 2.4 在披露方向我方披露保密信息以前，我方已通过合法渠道获知的保密信息。

3 保密信息所有权

保密信息的所有权归披露方所有，我方不享有上述保密信息的所有权、排他独占使用权、再许可使用权或其他权利。我方对上述“保密信息”使用的方式和程度仅限于在取得披露方事先同意和本承诺中约定的范围内。

4 接触保密信息的人员范围

我方承诺接触保密信息的人员为我方直接参与该项目的相关参与人员、我方为该项目聘请的相应专业顾问(如有)及协助我方完成交易的其他相关方(如有)(以下合称“**有权人士**”)。

5 保密义务

5.1 采取必要的保密措施的义务

我方承诺将采取一切合理保密措施，妥善保管披露方的保密信息，禁止任何与该保密信息无关之人员接触或取得该保密信息。

5.2 对外披露的书面许可义务

未经披露方的书面许可，我方承诺不以任何方式将保密信息公布、披露给任何第三方，或许可任何第三方使用上述保密信息。

5.3 确保有权人士遵守保密信息的义务

我方有确保有权人士遵守保密信息的义务，就有权人士对保密信息的保密义务承担连带责任。

5.4 注意义务

我方同意采取一切合理措施对披露方的保密信息予以保密，尽到与保护自身商业秘密相同的或其他公认的最高程度的谨慎注意义务。

6 声明、保证和承诺

6.1 不滥用保密信息

我方承诺所接触的保密信息将仅为完成该项目目的而使用，不将保密信息用于其他任何场合及交易，也不以任何其他方式滥用保密信息。

6.2 利益冲突的披露

我方承诺在该项目中不存在利益冲突，并确保我方聘请的任何有权人士在该项目中不存在利益冲突。

7 保密义务的例外情形

根据强制性法律、法规的规定，我方可披露相应的保密信息，此时我方的披露不视为违反保密义务，但我方应就所披露保密信息的范围、程度及时通知披露方。

8 保密信息的返还、销毁或永久删除

根据项目的实际需要，披露方有权要求我方将保密信息载体或复制件予以返还、销毁或永久删除。

9 费用承担

我方履行本承诺所发生的所有费用均由我方承担。

10 损失赔偿

如我方违反本承诺而给披露方造成任何损失，我方同意向工银租赁予以足额赔偿，该损失包括但不限于：披露方的实际损失、期得的商业利益及其他因我方擅自使用、披露或许可他人使用上述保密信息而产生的损失、法院诉讼的费用、合理的律师酬金和费用等。此外，披露方有权采取申请禁令等其他救济措施。

11 法律适用

本承诺的成立、效力、解释和履行适用中华人民共和国（就本承诺函而言不包括香港特别行政区、澳门特别行政区、台湾地区）法律。

12 争议解决

因本承诺引起或与本承诺有关的一切争议，各方均应友好协商解决；如果不能解决的，任何一方均有权向中国信达所在地有管辖权的人民法院提起诉讼。

13 其他约定

13.1 生效。本承诺经我方法定代表人或授权代表签字并盖章后生效，对我方及其继受者均具有约束力。

13.2 **独立性**。我方所做出的承诺，不受相关协议的是否签订、解除、目的实现等情况的影响。

13.3 **不可撤销性**。我方所做出的承诺，不能撤回、变更且不能声明作废。

承诺人：

法定代表人或授权代表（签字或盖章）：

签署时间： 年 月 日

Undertaking of Confidentiality

To: ICBC Financial Leasing Co., Ltd. (“ICBC Leasing”)

Shanghai United Assets and Equity Exchange Co., Ltd. (hereinafter referred to as “SUAEE”)

WHEREAS:

ICBC Leasing intends to transfer part of its assets (one Model EM135BJ aircraft) (registration No.: B-3281) (hereinafter referred to as “the subject matter”) through SUAEE. Due to due diligence, our company will have access to confidential information about the aircraft such as its ownership certificate and technical documents. In order to safeguard the commercial interests of the disclosing party, we hereby undertake as follows:

1 Confidential Information

1.1 Scope of confidential information

The confidential information mentioned in this Undertaking refers to the information pertaining to the disclosing party or the project provided by the disclosing party to us, our agents or consultants, which has not been publicly disclosed or has been marked as confidential information (hereinafter referred to as “Confidential Information”), including but not limited to the following information:

1.1.1 Information acquired during project negotiation. The relevant confidential information that we acquire during cooperation, negotiation and project implementation.

1.1.2 Information acquired during the due diligence of the project. All information pertaining to the project that we know during the due diligence.

1.1.3 Transaction information about the project. Legal and business information about the development and signing of the project or about the transaction structure, transaction mode and transaction documents formed during the project implementation.

1.1.4 Other confidential information. Other information pertaining to the disclosing party that is available to us.

1.2 Confidential Information carriers

Confidential Information carriers refer to objects carrying Confidential Information, including but not limited to written documents, electronic documents, disks, CDs, electronic information data or any other carrier in any form.

1.3 Duplicates

Duplicates refer to the duplicates of Confidential Information or of Confidential Information carriers, including any document, electronic document, note, summary,

analysis and any Confidential Information reproduced by any other means. All duplicates made by us shall be clearly marked as confidential and shall be subject to the terms of this Undertaking.

2 Non-confidential Information

The information that we can certify as the following shall not be deemed as Confidential Information:

2.1 The confidential information that has been publicly published or has become publicly known for reasons not attributable to us;

2.2 The confidential information that the disclosing party has agreed to make public in writing;

2.3 The confidential information legally and legitimately acquired by us from a third party who is not obligated to keep it confidential;

2.4 The confidential information that we have acquired through lawful channels before the disclosing party discloses it to us.

3 Ownership of Confidential Information

The ownership of Confidential Information belongs to the disclosing party. We do not enjoy the ownership, exclusive right to use, sublicensing right or other rights of Confidential Information. The manner and extent of our use of “Confidential Information” shall be subject to the prior consent of the disclosing party and the use scope agreed in this Undertaking.

4 Persons with Access to Confidential Information

We undertake that the persons with access to Confidential Information are those directly involved in the project, the relevant professional consultants (if any) employed by us for the project and other relevant parties (if any) assisting us in completing the transaction (hereinafter collectively referred to as “**authorized persons**”).

5 Confidentiality Duties

5.1 Duty to take necessary confidentiality measures

We undertake to take all appropriate confidentiality measures to properly keep Confidential Information of the disclosing party and prohibit irrelevant persons from having access to or obtaining Confidential Information.

5.2 Duty to obtain written consent before disclosure

Without the written consent of the disclosing party, we undertake not to publish, disclose or permit any third party to use Confidential Information in any way.

5.3 Duty to ensure that authorized persons keep confidential

We have the duty to ensure that authorized persons keep confidential, and to be jointly and severally liable for the confidentiality duties of authorized persons.

5.4 Duty of care

We agree to take all appropriate measures to keep confidential the Confidential Information of the disclosing party, and fulfill the duty of care for Confidential Information as we do for our business secrets or fulfill the recognized highest degree of duty of care.

6 Representations, Warranties and Undertakings

6.1 No misuse of Confidential Information

We undertake that the Confidential Information we have access to will be used only for the purpose of completing the project and that we will not use Confidential Information for any other occasion or transaction, nor will we misuse it in any other way.

6.2 Disclosure of conflicts of interest

We undertake that we have no conflict of interest in the project, and we ensure that any authorized person employed by us will have no conflict of interest in the project.

7 Exceptions to Confidentiality Duties

Our disclosure of the Confidential Information that we may disclose according to mandatory laws and regulations shall not be deemed as a breach of confidentiality duties, but we shall timely inform the disclosing party of the scope and extent of the Confidential Information disclosed.

8 Return, Destruction or Permanent Deletion of Confidential Information

If necessary, the disclosing party has the right to require us to return, destroy or permanently delete the carriers or duplicates of Confidential Information.

9 Expense Bearing

All expenses incurred by us in fulfilling this Undertaking shall be borne by us.

10 Compensation

We agree to fully compensate ICBC Leasing for the losses caused to the disclosing party due to our violation of this Undertaking, including but not limited to the disclosing party's actual loss, expected commercial interests and other losses caused by our unauthorized use or disclosure or permission for others' use of the Confidential Information, court costs, and reasonable attorney fees and expenses. Besides, the disclosing party has the right to apply for injunctions and other remedies.

11 Applicable Laws

The establishment, effectiveness, interpretation and performance of this Undertaking shall be governed by the laws of the People's Republic of China (excluding Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan Region for the purpose of this Undertaking).

12 Dispute Resolution

All disputes arising out of or in connection with this Undertaking shall be resolved by the parties through friendly negotiation. If negotiation fails, either party may bring a lawsuit to the people's court with jurisdiction in the place where China Cinda is located.

13 Other Terms and Conditions:

13.1 **Effectiveness.** This Undertaking shall come into force upon being signed and sealed by our legal representative or authorized agent and shall be binding on us and our successors.

13.2 **Independence.** Whether or not the relevant agreement is signed or rescinded and whether or not the relevant goals are achieved, the effectiveness of this Undertaking shall not be affected.

13.3 **Irrevocability.** This Undertaking shall not be revoked, altered or declared invalid.

Commitment made by:

Legal Representative or Authorized Signatory (Signature or Seal):

Date of Execution: MM/DD/YYYY

REMARK:

ENGLISH TRANSLATION: As the courtesy and to facilitate Transferee's review, Transferor has provided a translated copy of Undertaking of Confidentiality. In the event of conflict or disputes, the Chinese version shall prevail.