

THIS AGREEMENT is made on 12 July 2006.
本协议于 2006 年 7 月 12 日由以下台約方拟定

BETWEEN: **EEA FUND MANAGEMENT LIMITED** as investment advisor to, and on behalf of, **TRADING EMISSIONS PLC**, whose registered office is at St James's Chambers, Athol Street, Douglas, IM1 1JE, Isle of Man;
EEA 基金管理有限公司 作为 **TRADING EMISSIONS PLC** 的顾问代表, 注册地址 St James's Chambers, Athol Street, Douglas, IM1 1JE, Isle of Man;

AND: **Jincheng City Fengrun CMM Utilization Co., Ltd**, whose registered office at Taihang Road, Jincheng City

和 晋城市丰润瓦斯综合利用有限公司, 注册地址为晋城市城区太行路

NOW IT IS HEREBY AGREED AS FOLLOWS:
台約方现同意如下:

1. Within this Agreement the term:
在此协议中有以下定义:

"Proposed Transaction" shall mean the purchase of CERs from Jincheng Fengrun CMM Utilization from Nine Mines and Daning Coal Mine Methane Power Generation CDM projects being developed by Jincheng City Fengrun CMM Utilization Co., Ltd; and

"目的"为购买由晋城市丰润瓦斯综合利用有限公司开发的晋城丰润 9 个煤矿瓦斯利用和大宁煤矿瓦斯发电 CDM 项目产生的 CERs; 和

"Proprietary Information" shall mean all information, know-how and materials (whether technical, commercial, financial or otherwise and whether in writing, orally, visually or otherwise) disclosed by one party to this Agreement (the "Disclosing Party") to the other party (the "Receiving Party") for the Proposed Transaction and relating to the Disclosing Party and/or its business, products or marketing activities.

"专有信息"是指所有信息, 技术, 和物料 (不论是技术性的、商业性的、财政上的, 又或是其他, 以及书面形式的、由口述的、能阅读的、又或是其他) 由台約一方(信息披露方)为此目的提供与台約的另一方(信息接收方), 及与信息披露方有关或与其业务、产品或市场活动有关。

2. Save as set out in clause 4 below the Receiving Party shall:
在遵照以下第 3 条项规定, 信息接收方须要:

- (a) hold the Disclosing Party's Proprietary Information confidential to itself and restrict access thereto to such of its employees, officers, advisors and agents (each being a "Related Party") and the Related Parties of any member within the same group of companies as the Receiving Party who require access in connection with the Proposed Transaction and on the basis that such Related Parties will keep the Proprietary Information confidential on the same terms as under this Agreement;

将信息披露方的专有信息保密，限制可接触该信息的职员、主管、顾问及代理人(各自指为关联方)，及关联方的任何公司集团成员，只有在需要为此目的而接触该信息，并遵守本协议对专有信息的保密责任；

- (b) not use Proprietary Information for any purpose other than in relation to the Proposed Transaction; and
不可将专有信息作其他目的之用；
- (c) not disclose Proprietary Information to any other third party without the prior written consent of the Disclosing Party.
不可在没有信息披露方的预先同意下，将专有信息披露与第三方。

3. In respect of clause 2(a) above, any failure by any Related Party of the Receiving Party or by any other person to whom the Proprietary Information is disclosed by the Receiving Party pursuant to clause 2(c) will be treated as if the breach had been committed by the Receiving Party.

就以上第 2 (a) 条项规定，任何信息接收方的关联方，或信息接收方将专有信息在第 2 (c) 条项的规定下，披露与的任何人，违反或没有履行在本协议项下规定，将当作是信息接收方违反本协议的项下规定处理。

4. The obligations and restrictions provided in clause 2 shall not apply to information which is:

第 2 条项所指的责任和限制，将不适用于以下信息：

- (a) now or becomes available to the public otherwise than by breach of this Agreement or any other duty of confidentiality; or
现在或将会作公众使用的信息，除违反本协议第 2 条项或其他保密责任例外；或
- (b) in the unrestricted possession of the Receiving Party prior to receipt from the Disclosing Party and where the Receiving Party was at the time of such disclosure free to disclose that information to others; or
在从信息披露方接收专有信息以前，信息接收方已经对该信息有不受限制之所有权，并可自由地披露与其他人；或
- (c) required to be disclosed by any court of law or by law or any regulation or similar provision.
因为任何法庭或法律或规例或类似的规定要求，而必须披露的信息。

5. The parties to this Agreement understand and agree that the Receiving Party does not acquire by implication or otherwise any right in, title to, or licence in respect of Proprietary Information disclosed to the Receiving Party pursuant to this Agreement.

合约方理解及同意信息接收方不会暗示或以其他方式获取信息披露方遵照本协议披露的专有信息的权益，所有权或许可权。

6. The Receiving Party shall take appropriate security measures and keep the Proprietary Information in such a way as to prevent its unauthorised disclosure.
信息接收方须采取适当保安措施及保存专有信息，以防止不授权的泄露。

7. In the event of breach or threatened breach or intended breach of this Agreement by the Receiving Party, in addition to any other rights and remedies available to the Disclosing Party at law or in equity, the Disclosing Party shall be entitled to

preliminary and final Injunctions, restraining such breach or threatened breach or intended breach as the Receiving Party acknowledges that damages alone would not be an adequate remedy for any such breach.

如果信息接收方违反合约或有违约威胁或有意违约, 信息披露方除有法律或公平法可得到的权利和补偿外, 信息披露方可有初步指令和最终的指令阻止信息接收方违反合约或威胁违约或有意违约; 信息接收方承认单是损害赔偿将不足够补偿违约的损失。

8. This Agreement shall subsist for three years from the date hereof and shall then automatically terminate unless renewed by mutual consent in writing.
本协议将在签署之日起 3 年内适用, 并其后自动无效, 除非双方书面同意重定合约。

9. On termination of this Agreement for any reason the Receiving Party will on the request of the Disclosing Party return to the Disclosing Party all documents containing Proprietary Information which it has in its possession.
在以任何理由终止合约后, 信息披露方可要求信息接收方退还所有包含专有信息的文件, 而该文件是从信息披露方就本协议获得拥有。

11. If any provision of this Agreement is held by any court or competent authority to be void or unenforceable in whole or in part, the remaining provisions of this Agreement and the remainder of the unaffected provisions shall continue to be valid.
如果本协议的条款按照任何法庭或权威性机关的规定, 部分或者全部无效或不能被执行, 协议的其余部分将不受影响并继续有效。

12. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England, and the parties shall submit to the non-exclusive jurisdiction of the English courts.
本协议应根据英国法律执行和解释, 合约方现同意英国法院拥有唯一管辖权。

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed:
在见证人前, 合约方使本协议有效执行:

Signed by **EEA FUND MANAGEMENT LIMITED**
for and on behalf of **Trading Emissions plc**

EEA基金管理有限公司

代表 **Trading Emissions plc** 签名

Signed by the above for and on behalf of
Jincheng City Fengrun CMM Utilization Co., Ltd.
晋城市丰润瓦斯综合利用有限公司
代表签名

