

**风神轮胎股份有限公司****关于公司签署《重大资产重组框架协议》暨关联交易公告**

公司董事会及全体董事保证本公告内容不存在任何虚假记载、误导性陈述或者重大遗漏，并对其内容的真实性、准确性和完整性承担个别及连带责任。

重要内容提示：

● 交易风险：风神轮胎股份有限公司（下称“公司”）与中国化工橡胶有限公司（下称“中国橡胶”）于2016年3月21日签署了《重大资产重组框架协议》，该协议仅为双方就工业胎资产重组整合的可能实施方案达成的不具有约束力的主要初步共识。本次重大资产重组方案尚需进一步论证和沟通协商，并履行必要的内部审议和有关监管部门的报批程序。上述事项的批准、核准能否取得以及取得时间存在不确定性。

● 过去12个月内，公司除本次与中国橡胶拟进行重大资产重组事项外，无其他关联交易（日常关联交易除外）；公司与中国橡胶及其控制的其他下属企业进行过的日常关联交易将在公司拟于2016年4月29日披露的年报中详细披露。

**一、关联交易概述**

（一）公司因控股股东中国橡胶正在筹划涉及公司的重大资产重组事项，经公司申请，公司股票已于2015年12月28日起停牌，并于2016年1月5日进入重大资产重组程序。自公司重大资产重组事项停牌之日起，公司及有关各方积极推进本次重大资产重组的各项工作。2016年3月21日，公司和中国橡胶签署了《重大资产重组框架协议》，就工业胎资产重组整合的可能实施方案达成主要初步共识。该协议的主要内容见本公告第三部分。

（二）中国橡胶为公司控股股东，根据《上海证券交易所股票上市规则》的规定，中国橡胶为公司关联方，本次交易构成公司的关联交易。

（三）截至本次关联交易为止，过去12个月内公司与中国橡胶及其控制的其他下属企业的关联交易（日常关联交易除外）未达到3,000万元，亦未达到公司最

近一期经审计净资产绝对值5%。

## 二、关联方介绍

前述关联交易涉及的关联方基本情况如下：

企业名称：中国化工橡胶有限公司

企业性质：一人有限责任公司（法人独资）

住所：北京市海淀区北四环西路62号

法定代表人：白忻平

注册资本：160,000万元人民币

经营范围：化工新材料及相关原材料（危险化学品除外）、轮胎、橡胶制品、乳胶制品的研究、生产、销售；橡胶、化工设备开发、设计、生产、销售；进出口业务；工程建设监理；提供与上述业务有关的技术咨询、技术服务。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

股权结构：中国化工集团公司持有中国橡胶100%的股权。

关联关系说明：截至本公告日，中国橡胶持有公司42.58%股份，为公司的控股股东。

中国橡胶2015年主要财务指标（未审计）：单位：人民币

资产总额：1,071.88亿元

净资产：172.87亿元

营业收入：240.04亿元

净利润：3.22亿元

## 三、重组框架协议的主要内容

2016年3月21日，公司与中国橡胶共同签署了《重大资产重组框架协议》，该协议内容详见本公告附件。

## 四、该关联交易的目的以及对上市公司的影响

本次交易旨在增强公司在适用于重型车辆（例如重型卡车、公路牵引车、重型拖车、卡车、公共汽车、农用拖拉机、林用拖拉机、推土机和工业车辆）的轮胎或内胎的开发、测试、生产、宣传、营销、经销和销售业务方面的能力（“工业胎业务”），并打造一家侧重于工业胎业务、立足中国、在中国上市并具有世界影响力的大型国际公司。本次交易符合公司未来业务发展规划，对公司的长远发展和业务布局具有积极影响，能够进一步增强公司的可持续经营能力，不存在损害上市公司及股东利益的情形。

## 五、关联交易应当履行的审议程序

### （一）董事会审议及表决情况

2016年3月21日，公司第六届董事会第九次会议以赞成票5票、反对票0票、弃权票0票审议通过《关于公司签署〈重大资产重组框架协议〉的议案》，同意上述关联交易事项。关联董事王锋先生、焦崇高先生回避表决，独立董事肖志兴先生、薛爽女士、杨一川先生投赞成票，并发表了独立意见。

### （二）独立董事意见

经公司全体独立董事事先书面认可，独立董事同意将《关于公司签署〈重大资产重组框架协议〉的议案》提交公司董事会审议。

公司独立董事发表了以下独立意见：

“1、2016年3月21日，风神轮胎股份有限公司和中国化工橡胶有限公司签署了《重大资产重组框架协议》。该《重大资产重组框架协议》符合公司未来业务发展规划，对公司的长远发展和业务布局具有积极影响，能够进一步增强公司的可持续经营能力，不存在损害上市公司及股东利益的情形。

上述与关联方发生的业务不存在损害上市公司利益的情形，也不存在损害中小股东利益的情形，符合公平、公正的原则。

2、本次与交易对方签署《重大资产重组框架协议》构成关联交易，董事会在审议关联交易事项时，遵循了关联董事的回避制度，审议和表决程序符合《上海证券交易所股票上市规则》、《公司章程》等相关法律、法规和规章制度的要求。”

六、上网公告附件

- 1、风神轮胎股份有限公司第六届董事会第九次会议决议。
- 2、风神轮胎股份有限公司独立董事关于关联交易事项的事前认可意见。
- 3、风神轮胎股份有限公司独立董事关于关联交易事项的独立意见。

特此公告。

风神轮胎股份有限公司董事会

2016年3月21日

附件:

**MATERIAL ASSET REORGANIZATION FRAMEWORK AGREEMENT**

**重大资产重组框架协议**

This Material Asset Reorganization Framework Agreement (hereinafter referred to as this “**Agreement**”) is signed on March 21, 2016 by and between:

本重大资产重组框架协议（下称“**本协议**”）于 2016 年 3 月 21 日由下列双方签订:

1. **CHINA NATIONAL TIRE & RUBBER CO., LTD.** (中国化工橡胶有限公司), a limited liability company incorporated under the laws of the People’s Republic of China (hereinafter referred to as “**CNRC**”); and  
中国化工橡胶有限公司，一家根据中华人民共和国法律成立的有限责任公司（下称“**中国橡胶**”）；和
2. **Aeolus Tyre Co., Ltd.** (风神轮胎股份有限公司), a joint stock company incorporated under the Laws of the PRC and listed on the Shanghai Stock Exchange (600469) with its legal address at Jiaodong South Road, Jiaozuo City, Henan, PRC (“**Aeolus**”)  
风神轮胎股份有限公司（“**风神股份**”），一家根据中国法律成立并在上海证券交易所上市（代码：600469）的股份有限公司，其法定地址为中国河南省焦作市焦东南路。

(Each of CNRC and Aeolus may be hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”).

（中国橡胶和风神股份单称“**一方**”，合称“**双方**”）。

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**WHEREAS**, The Parties are discussing a potential reorganization and combination of certain industrial tyre assets of PIRELLI TYRE S.P.A., a joint stock company incorporated under the laws of Italy with its legal address at Viale Piero e Alberto Pirelli, 25- Milan, Italy, controlled by CNRC (hereinafter referred to as “**Pirelli**”) with other industrial tyre assets of CNRC and Aeolus, with the aim of strengthening Aeolus’ capacity within the business of the research & development, testing, production, promotion, marketing, distribution and sale of tyres or inner tubes aimed at fitting heavy vehicles, such as heavy trucks, road tractors, heavy trailers, lorries, buses, agricultural tractors, forestry tractors, earthmovers and industrial vehicles (hereinafter referred to as the “**Industrial Segment**”) as well as creating one of the major international players focused on such Industrial Segment, based and listed in the PRC and with a worldwide footprint (the reorganization and combination is hereafter referred to as the “**Industrial Reorganization and Integration**”).

鉴于，双方正在讨论 PIRELLI TYRE S.P.A.（一家根据意大利法律成立的股份有限公司，其法定地址为 Viale Piero e Alberto Pirelli, 25- Milan, Italy，现为中国橡胶实际控制，下称“倍耐力”）的一些工业轮胎资产与中国橡胶和风神股份的其他工业轮胎资产的潜在重组和合并，旨在增强风神股份在适用于重型车辆（例如重型卡车、公路牵引车、重型拖车、卡车、公共汽车、农用拖拉机、林用拖拉机、推土机和工业车辆）的轮胎或内胎的开发、测试、生产、宣传、营销、经销和销售业务方面的能力（“工业胎业务”），并打造一家侧重于工业胎业务、立足中国、在中国上市并具有世界影响力的大型国际化公司（该重组和合并下称“工业胎重组整合”）。

**WHEREAS**, the Parties intend to summarize herein the main preliminary principles of their common understanding on the possible implementation of the Industrial Reorganization and Integration.

鉴于，双方拟议在本协议中归纳总结就工业胎重组整合的可能实施方案达成的主要初步共识。

**NOW THEREFORE**, the Parties hereby agree, on a non-binding basis, as follows:  
因此，双方特此达成如下不具有约束力的共识：

## 1. DEFINITIONS 定义

1.1 “**3 Tyre Entities**” means Zhongche Double Happiness Tire Co., Ltd., Yellowsea Rubber Corporation Co., Ltd. and ChemChina Rubber Guilin Tire Co., Ltd., each of which shall be 100% owned by CNRC;

**三家轮胎实体**：指中车双喜轮胎有限公司、青岛黄海橡胶有限公司及中国化工橡胶桂林轮胎有限公司。各该等公司 100%的股权均（将）由中国橡胶持有；

1.2 “**Aeolus PCR Company**” means a company to be incorporated in the PRC and 100% owned by Aeolus and that shall directly own all of the PCR Business;

**风神股份 PCR 公司**：指一家拟由风神股份在中国境内设立并持有其 100% 股权的公司，且其将直接持有全部 PCR 业务；

1.3 “**CSRC**” means China Securities Regulatory Commission;  
**中国证监会**：指中国证券监督管理委员会；

1.4 “**JV**” means a Sino-foreign limited liability company to be established in Beijing by Pirelli (or by a non-PRC Affiliate of Pirelli) and CNRC, which shall directly hold 100% equity of Pirelli Industrial Holding and the 3 Tyre Entities;

**合资公司**：指倍耐力（或倍耐力的一家非中国关联方）与中国橡胶拟作为股东在中国北京设立的中外合资有限责任公司。该合资公司将直接持有倍耐力工业控股 100% 的股权以及三家轮胎实体 100% 的股权；

1.5 “**Industrial Assets Injection**” means the injection by the shareholders of the JV of 100% of their respective equity interest in the JV into Aeolus or such other transaction structure as otherwise agreed by the relevant parties (including Pirelli), in consideration for which Aeolus shall issue new shares *pro rata* to such shareholders or pay for cash, as agreed by the Parties;

**工业胎资产注入**：指倍耐力和中国橡胶作为资产注入方分别将其持有的100%合资公司股权注入风神股份，或采用其他经相关方（包括倍耐力）协商一致的交易结构，风神股份向该等资产注入方按比例发行股份，或以现金方式支付，作为对价；

1.6 “**NDRC**” means the National Development and Reform Commission.

**发改委**：指国家发展和改革委员会；

1.7 “**PCR Business**” means all assets engaged in the business of the research & development, production and sales of consumer tyres that are owned and operated by Aeolus, and which assets shall be owned by Aeolus PCR Company;

**PCR 业务**：指风神股份拥有并运营的涉及乘用车研发、生产及销售的全部资产。该等资产将由风神股份 PCR 公司拥有；

1.8 “**Pirelli Industrial Holding**” means Pirelli Industrial S.r.l., an Italian company which is currently 100% owned by Pirelli and which in turn holds controlling equity interests or has equity participation in many overseas enterprises mainly engaged in the industrial tyre business, and the registration places of such enterprises include without limitation, Brazil, Egypt, Turkey, Argentina, Poland, Switzerland, Colombia, Mexico, Germany, Spain, United Kingdom;

**倍耐力工业控股**：指 Pirelli Industrial S.r.l. 公司。该公司为一家意大利公司，目前由倍耐力拥有其 100% 的股权；并且，该公司控股或参股境外多家以工业轮胎为主营业务的企业，该等企业的注册地包括但不限于巴西、埃及、土耳其、阿根廷、波兰、瑞士、哥伦比亚、墨西哥、德国、西班牙、英国；

1.9 “**Pirelli TBR Company**” means a company to be incorporated in the PRC and 100% controlled directly or indirectly by Pirelli and that shall directly own all of the TBR Business;

**倍耐力 TBR 公司**：指一家拟由倍耐力在中国境内设立并直接或间接控制其 100% 股权的公司，且其将直接拥有全部 TBR 业务；

1.10 “**SASAC**” means State-owned Assets Supervision and Administration Commission.

**国务院国资委**：指国务院国有资产监督管理委员会。

1.11 “**Shanghai Stock Exchange**” means Shanghai Stock Exchange.

**上交所**：指上海证券交易所。

1.12 “**TBR Business**” means all assets engaged in Industrial Segment that are owned and operated by Pirelli Tyre Co., Ltd., a company established in Yanzhou in the PRC and indirectly controlled by Pirelli, and which assets shall be owned by Pirelli TBR Company;

**TBR 业务：**指由倍耐力间接控股的、设立在中国兖州的倍耐力轮胎有限公司（Pirelli Tyre Co., Ltd.）拥有并运营的、涉及工业胎业务的全部资产。该等资产将由倍耐力 TBR 公司拥有；

1.13 “**TBR-PCR Swap**” means the share swap to be conducted by Pirelli (or its Affiliate owning 100% of equity interest of the Pirelli TBR Company) and Aeolus of their equity interest in the Pirelli TBR Company and the Aeolus PCR Company, respectively;

**TBR-PCR 置换：**指倍耐力（或其持有倍耐力 TBR 公司 100% 股权的关联方）以其持有的倍耐力 TBR 公司股权与风神股份以其持有的风神股份 PCR 公司股权进行的股权置换。

1.14 “**Transaction**” means the transactions to be carried out by Pirelli (or a non-PRC Affiliate of Pirelli), CNRC and Aeolus for the Industrial Reorganization and Integration; comprised of the Industrial Assets Injection, the TBR-PCR Swap and other transactions as agreed by the relevant parties (including Pirelli).

**整体交易/本次交易：**指倍耐力（或倍耐力的一家非中国关联方）、中国橡胶及风神股份本次工业胎重组整合交易，具体包括工业胎资产注入以及 TBR-PCR 置换以及其他由相关方（包括倍耐力）同意的交易。

## **2. TRANSACTION STRUCTURE**

### **整体交易方案架构**

2.1 The Transaction for the Industrial Reorganization and Integration shall be mainly comprised of the following parts:

本次工业胎重组整合整体交易方案主要由以下部分组成：

- (1) the Industrial Assets Injection;  
工业胎资产注入；
- (2) the TBR-PCR Swap; and  
TBR-PCR 置换；及
- (3) other transactions as agreed by relevant parties.  
经相关方同意的其他交易。

The Industrial Assets Injection and the TBR-PCR Swap are essential and inseparable components of the Transaction, and as such the implementation of one is a condition to the implementation of the other. Both Industrial Assets Injection and the TBR-PCR Swap shall come into effect upon receipt of approval from the CSRC (or other competent securities regulatory departments) of the Transaction, and both of them shall be implemented concurrently and completed as soon as possible (although completion of both may not necessarily occur concurrently). In the event that either the Industrial



Assets Injection or the TBR-PCR Swap is not approved, implemented or completed, the other shall not be implemented or, to the extent any implementation has occurred, shall be unwound and not completed.

工业胎资产注入和 TBR-PCR 置换作为一个整体交易的重要组成部分，互为前提条件，不可分割；并于中国证监会（或其他有权的证券监管部门）核准整体交易时同时生效，同时开始实施，并尽快完成交割（不要求同时）。如其中一个交易未获得批准或/和未最终实施、交割，则另一交易即不再实施、交割或者如果另一交易已开始实施，应停止不再继续实施。

2.2 Aeolus may, in connection with and concurrently with the implementation of the Transaction, raise part of the supporting capital through private or public offering in compliance with applicable laws and regulations. The relevant parties (including Pirelli) shall negotiate detailed terms and conditions of such fund raising.

针对本次整体交易并且与实施整体交易同步，风神股份可依据适用的法律法规规定向特定或不特定对象发行股份配套募集部分资金。关于该配套募集资金相关具体事宜，将由相关方（包括倍耐力）另行协商确定。

### 3. TRANSACTION EXECUTION 整体交易执行

3.1 Subject to the due diligence, negotiation of the definitive Transaction Documents, applicable regulatory approvals and other customary closing conditions, the relevant parties (including Pirelli) will complete the Industrial Reorganization and Integration substantially at the same terms and conditions of this Agreement as shall be set out in further detail in a “Umbrella Agreement” to be executed as soon as possible after the date hereof (the “**Umbrella Agreement**”).

受限于尽职调查、最终交易文件的谈判、适用的监管批准及其他惯常的交割条件，相关方（包括倍耐力）将根据本协议实质相同的条款和条件，在本协议签署后尽快签署“总协议”（“**总协议**”），以完成本次工业胎重组整合。

3.2 Starting from the date hereof, the Parties will negotiate in good faith between them and with Pirelli the transaction structure, including potential adjustments thereto, as well as the terms and conditions of all the transaction documents necessary for the implementation of the Industrial Reorganization and Integration, including without limitation the Umbrella Agreement, the JV agreement, the Industrial Assets injection agreement, the TBR-PCR swap agreement, certain off-take and entrustment agreements as well as certain intellectual property agreements (collectively, the “**Transaction Documents**”).

自本协议签署日起，双方将本着诚实信用的原则，与倍耐力协商与本次工业胎重组整合相关的交易架构，包括与此相关的潜在调整事项，和与本次工业胎重组整合相关的所有整体交易文件的条款和条件，包括但不限于总协议、合资协议、工业胎资产注入协议、TBR-PCR置换协议、包销及托管协议和有关知识产权协议（合称“**交易文件**”）。

3.3 The relevant parties (including Pirelli) shall agree on the valuation criteria of all the assets to be combined as part of the Transaction provided that all such assets shall be subject to appraisals in accordance with pertinent laws and regulations of the PRC, as well as relevant requirements of SASAC and the CSRC (including, without limitation, appraisal procedures and methodologies) which shall fall within a range acceptable to the relevant parties (including Pirelli) and filed with SASAC or its competent branch for confirmation.

相关方（包括倍耐力）应针对拟合并（该合并构成整体交易的一部分）的所有资产的评估标准达成一致，前提是应对所有此类资产按照中国相关法律法规的规定以及国务院国资委、中国证监会的相关要求（包括但不限于评估程序、评估方法等）予以评估，评估结果应在相关方（包括倍耐力）可以接受的范围内，并需取得国资监管部门或其当地分支机构的备案确认。

3.4 During the implementation of the Transaction, the relevant parties will communicate and negotiate with all relevant approval authorities including without limitation SASAC, NDRC, Ministry of Commerce, CSRC and the Shanghai Stock Exchange, so as to expedite the approval or ratification of the Transaction.

整体交易执行过程中，相关方将尽最大努力与国务院国资委、国家发改委、商务部、外管局、中国证监会、上交所等相关政府审批部门沟通协商，以使本次整体交易尽快取得其批准/核准。

3.5 In accordance with securities regulation rules of the PRC, as soon as possible after the signature of the Umbrella Agreement, Aeolus shall convene meetings of Board of Directors, Supervisions and Shareholders to approve the replacement of certain directors, supervisors and managers of Aeolus in accordance with the Umbrella Agreement.

在符合中国证券监管规则的情况下，总协议一经签署，风神股份应根据总协议的约定及时召开董事会、监事会及股东大会审议批准其部分董事、监事及管理人员的更换。

#### 4. **CONFIDENTIALITY** 保密

This Agreement, its existence and contents, as well as all confidential information related thereto in connection with the discussions and negotiations preceding this Agreement disclosed by any Party and/or its respective Affiliates, whether before or after the date hereof, to any other Party and/or its respective Affiliates, together with any confidential information exchanged among the relevant parties (including Pirelli) in connection with the Transaction, including all analyses, compilations, studies or other associated documents whether furnished in oral or written form shall be hereinafter referred to as “**Confidential Information**”.

本协议、其存在和内容，以及任何一方和/或其关联方在本协议签署日之前或之后向另一方和/或其关联方披露的、在本协议签署之前进行的协商和谈判相关的所有

保密信息，包括任何相关方（包括倍耐力）交换的与本次交易相关的保密信息，包括全部分析、编制、研究或其他附加文件，无论以口头或书面形式呈现（合称为“保密信息”）。

Neither Party shall, and each Party shall procure that its Affiliates do not, make any declarations, announcements or disclosures to the public or any third party with respect to this Agreement, the relationship among the relevant parties (including Pirelli) or otherwise in connection with the Industrial Reorganization and Integration and/or the Confidential Information without first obtaining the written consent of the other Parties; provided that a Party or its Affiliate may, without the prior written consent of the other Parties, issue such press release or make such public statement or disclosure if required by law or ordered by any court, tribunal, governmental agency or stock exchange, provided that in such a case such Party shall previously notify in writing the other Parties to the extent permissible by law or regulations so that it may, if the circumstances permit, seek a protective order or other appropriate remedy.

任何一方不得且每一方应促使其关联方不得在未首先取得另一方书面同意的情况下，公开或向任何第三方作出关于本协议、相关方（包括倍耐力）之间的关系或有关工业胎重组整合的其他信息和/或保密信息的任何声明、公告或披露；但前提是，一方或其关联方可以在未事先取得另一方书面同意的情况下，按照法律的要求或任何法院、仲裁庭、政府机构或证券交易所的命令，发布新闻稿或作出公开声明或披露，但是，在该等情况下，该方应在法律或法规允许的范围内以书面形式事先通知另一方，以便另一方可以在情况允许的条件下寻求保护令或其他适当救济。

For the purpose of this Agreement, “**Affiliates**” means, with respect to any specified Party, any entity directly or indirectly Controlling, Controlled by, or under common Control with such specified Party. For the purposes hereof, “**Control**” shall mean (i) the ownership, in the case of a legal entity, of more than 50% of the shares, equity interest or beneficial or voting interest of such person or (ii) the power, directly or indirectly, to direct the management of the controlled person, whether through the ownership of voting securities, by contract or otherwise (e.g. nominee or trust arrangement, etc.). For the purpose of this Agreement, each of the Parties shall not be considered as an Affiliate of the other Parties.

为本协议之目的，“**关联方**”就任何特定方而言，系指直接或间接地控制该特定方、受控于该特定方或与该特定方共同受控于他人的任何实体。为本协议之目的，“**控制**” (i)就法律实体而言，系指拥有该主体50%以上的股份、股权、实益或表决权益，或(ii)系指直接或间接地对受控主体的管理作出指示的权力，无论是通过拥有有表决权的证券，还是通过合约或其他方式（例如被提名人或信托安排等）。为本协议之目的，每一方不得被视为另一方的关联方。

## **5. EFFECTIVENESS OF THIS AGREEMENT**

### **本协议的效力**

#### **5.1 Conditions precedent**

## 本次重组的先决条件

The implementation of the Transaction shall be subject to the approvals from, among others, the shareholders of Aeolus and SASAC, CSRC and other governmental authorities.

本次交易的执行需要取得风神股份股东大会和国务院国资委、证监会及其他政府部门的审批。

5.2 No legally enforceable agreement of the Parties as to the subject matter of this Agreement shall be created until acceptable Transaction Documents have been duly executed by the relevant parties (including Pirelli), delivered, and authorized. Each of the Parties may terminate this Agreement at any time without any kind of liability to the other Party. Moreover, without prejudice to any other agreement entered into among the relevant parties (including Pirelli) or any of their Affiliates, no past or future action, course of conduct or failure to act relating to the subject matter, or relating to the negotiation of the terms of the transaction contemplated by this Agreement or the Transaction Documents, will give rise to or serve as a basis for any obligation or other liability on the part of the relevant parties or their Affiliates, or their respective officers, directors, managers, employees or agents. Notwithstanding the foregoing, the provisions under Section 4 of this Agreement entitled “Confidentiality” shall be binding on the Parties, and shall survive and continue in effect following any termination of this Agreement or the discussions among the relevant parties.

在一致认可的交易文件由相关方（包括倍耐力）正式签署和交付并获得批准之前，双方之间不存在关于本协议主题事项具有法律强制执行力的协议。每一方可随时终止本协议，且无须对另一方承担任何类型的责任。此外，在不影响相关方（包括倍耐力）及其任何关联方签署的任何其他协议的情况下，任何之前或将来与主题事项相关或与本协议或交易文件拟议之交易的条款谈判相关的行为、一系列行动或不作为均不会导致相关方或其关联方或其各自的管理人员、董事、经理、员工或代理人承担任何义务或其他责任，亦不作为任何该等义务或其他责任的依据。尽管有前述规定，本协议第4条标题为“保密”的规定对双方具有约束力，且在本协议或相关方讨论终止之后应继续有效。

## 6. **DUPLICATES** 协议份数

This Agreement is made in eight copies. Each Party holds one original, while the remainders to be filed with competent regulatory authorities. Each copy has equal legal force.

本协议壹式捌份，双方各持壹份，其余以备向监管机关上报材料之用，每份均具有同等的法律效力。

**For CHINA NATIONAL TIRE &  
RUBBER CO., LTD**  
代表中国化工橡胶有限公司

**For AEOLUS TYRE CO., LTD.**  
代表风神轮胎股份有限公司

By/签字: \_\_\_\_\_

By/签字: \_\_\_\_\_

Title/职务: \_\_\_\_\_

Title/职务: \_\_\_\_\_