

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into and is effective as of the Effective Date by and between **Company [Name of the Company]**, registered at [Address of the company] (hereinafter referred to as "Discloser") and **NTQ Solution JSC** whose registered office is at 6th Floor, Sudico Building (HH3), Me Tri Street, Nam Tu Liem District, Hanoi City, Vietnam (hereinafter referred to as the "Recipient").

1. Definition of Confidential Information

1.1 For their mutual benefit, the parties plan to discuss certain confidential information regarding **Project ZZZ** (the "Project"). The parties acknowledge that the terms and conditions of this Non-Disclosure Agreement, the existence of the discussions between the Company and NTQ, the information concerning the Project and other information, including but not limited to, each party's product plans, news releases, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and in particular, the information specified in Appendix 1 will be considered confidential ("Confidential Information"); provided that information disclosed by the disclosing party ("Discloser") will be considered Confidential Information by the receiving party ("Recipient"), only if such information is conspicuously designated as "Confidential" in writing, if communicated in writing, or confirmed in writing within thirty (30) days of disclosure if disclosed orally.

1.2 Confidential Information shall not include information that:

- a. Is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient;
- b. Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser;
- c. Is independently developed by Recipient without the use of any Confidential Information;
- d. Recipient rightfully obtains from a third party who has the right to transfer or disclose it; or
- e. Is released for publication by Discloser in writing;
- f. Can't be treated as Confidential Information under provisions of Law of the Socialist Republic of Vietnam.

2. Non-disclosure and Non-use of Confidential Information

Recipient agrees to use reasonable care, but in no event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorised use, disclosure, publication or dissemination of Confidential Information.

Recipient agrees to accept Discloser's Confidential Information for the sole purpose of evaluation in connection with Recipient's business discussions with Discloser.

Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorised representative of Discloser in each instance. Recipient may disclose Confidential Information if required by any judicial or governmental request, requirement or order; provided that Recipient will take reasonable steps to give Discloser sufficient prior notice in order to contest such request, requirement or order by notifying Discloser of such request.

The Recipient has to oblige its employees in writing not to disclose any of such information (Appendix 2) unless those employees are already bound by non-disclosure obligations towards the Recipient equivalent to those laid down in this Agreement.

3. Ownership of Confidential Information

All Confidential Information, and any derivatives thereof whether created by the Discloser or Recipient, remains the property of Discloser and no licence or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean:

- a. For material which is subject to copyright, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
- b. For patentable or patented material, any improvement thereon; and
- c. For material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

4. Independent Development

Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Discloser's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Recipient will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Discloser's Confidential Information.

5. No Warranty

All Confidential Information remains the property of Discloser and no license or other rights in the Confidential Information is granted hereby. Discloser warrants that it has the right to disclose the Confidential Information to Recipient. Otherwise, all information is provided "AS IS" and without any warranty, express implied or otherwise, regarding its accuracy or completeness. Recipient will return all documents, records and copies thereof containing Confidential Information to Discloser immediately upon Discloser's written request. For purposes of this section, the term "documents" includes all information fixed in any tangible medium of expression, in whatever form or format.

6. Term

Recipient's duty to protect Discloser's Confidential Information expires three (3) years from the date of disclosure of Confidential Information or three (3) years from the Effective Date, whichever is later. Notwithstanding the termination of this Agreement, Recipient's obligations under this Agreement shall survive such termination. Upon termination of this contract, Recipient is obliged to send back all information, copies, notes or materials immediately.

7. Agreement, Governing Law and Arbitration

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorised representatives of both parties. This Agreement will be governed by the laws of the Socialist Republic of Vietnam. Parties will take all efforts to resolve any potential arising conflict through negotiations. In case there is no possibility to resolve disagreement in such way, parties will apply to the Arbitration Court of the Socialist Republic of Vietnam.

8. ADDITIONAL

This Agreement made in two copies, one for each of the parties.

Effective Date of this Agreement is XX/XX/20XX

Company XXX.,

NTQ Solution JSC

Name :
Title :

Name :
Title :

APPENDIX I

DESCRIPTION OF CONFIDENTIAL INFORMATION

| Discloser | Recipient |
|---|-----------|
| 1. Briefing Document for the Project 2. Launch plans for the Project 3. General idea of the Project | |

*The Receiver is entitled to use or transfer confidential information of Disclosure only in connection with objectives of the Project, agreed between parties. Disclosure to third parties would be considered as violation of present agreement. Additional types of Confidential Information can be added later through signing amended Appendix I.

SAMPLE



APPENDIX II

Non-disclosure confirmation by Employee of the Party

Name of Employee

I herewith confirm to comply with the regulations of the attached Non Disclosure Agreement.

I am aware, that any violation of the Non Disclosure Agreement will cause irreparable injury to the Discloser and damage claims to the Recipient.

Signature

Name

Date