

## CONFIDENTIALITY AGREEMENT

No.: ...../NDA-DAVITEQ-*SUPPLIER'S NAME*

Today, ...../...../..... in DAVITEQ TECHNOLOGIES INC Company.

We are:

**PARTY A** : **DAVITEQ TECHNOLOGIES INC**

Address : No. 42 Street 15, An Phu Ward, Thu Duc City, HCM City.

Enterprise Code : 0303507984 issued by Department of Planning and Investment of Ho Chi Minh City issued on 22.09.2004

Phone No. : (028) 62682523 Fax: (028) 62682520

Represented by : **Mr. Nguyen Vinh Loc**

Position : Director

**PARTY B** :

Address :

Enterprise Code :

Phone No. :

Represented by :

Position :

### Whereas:

- Party A is the enterprise providing design drawings, specification, application information, project information...;
- Party B is the party capable of providing the materials, parts, toolings... to Party A as per above requirements;
- The Parties have needs and are in the process of exchange and cooperation agreement ("**hereinafter referred to as Transaction**");
- In the process of cooperation and implementation of trade agreements, the parties may have to disclose to each other all Confidential Information as defined below. The Parties expect that this information be kept confidential under the terms of this Agreement. In this contract, Party which provides Confidential Information will be referred to as "**Supplying Information Party** " and Party which receives Confidential Information will be referred to as "**Receiving Information Party** ";
- In the spirit of ensuring the legitimate rights and interests of the Parties.

After discussions, the two sides agreed to sign this Confidentiality Agreement (hereinafter called the "Contract") with the following content:

### ARTICLE 1: DEFINITIONS

1.1 **"Business secrets" and "intellectual property assets"**: to be understood as information, documents, business ideas, research results, invent, design, ... is expressed or is stored as text, images, movies, electronic data, computer software code, e-mail, saying that each party has been owned. Business secrets and intellectual property assets are also understood and complied with current regulations of Vietnam law and international practice (in case Vietnam law has no relevant regulation).

1.2 **"Confidential Information"** includes without limitation the following types of information:

- Secret Information of business and intellectual property assets set out in Article 1.1 above which the parties know or have access to in the course of performing transactions;
- Information on the discussion related to the ongoing transaction between two parties;
- Mode of operation and business strategy of Supplying Information Party;
- The project, the contract that the party which provides information have been deployed;
- Partners and customers have been and will establish relations with Supplying Information Party;
- The internal, financial, personnel of Supplying Information Party;
- Information related to product development projects of Supplying Information Party;
- Information related to the account and password to login to the system of Supplying Information Party;
- Information related to the software design process, design, characteristics of products, production processes and test products of Supplying Information Party;
- Information related to the processes, quality management system ISO 9001: 2008 was the company built, implemented;
- Any other information related to the activities of the Party that provide information and partners and customers from and provide information to which the information received in the course of performing transactions.

1.3 Definitions "Confidential Information" does not apply to information that:

- Has been publicly disclosed at the time or a different time then, but through no fault of the Receiving Information Party;
- Receiving Information Party only disclose information after receiving written consent of Supplying Information Party;
- Receiving Information Party receives or has received from any third party provided that the third party does not, or what was not bound by the limited disclosure.

## **ARTICLE 2: REQUIRED DISCLOSURES**

Receiving Information Party may disclose Confidential Information of Supplying Information Party if and to the extent that the disclosure is required under the decision of the competent State, or in accordance with the law, with provided that Receiving Information Party provides notice to at reasonable time and Receiving Information Party shall endeavor to ensure that the disclosure will only be revealed only to the parties to which the information received mandatory disclosure.

### **ARTICLE 3: RIGHTS AND OBLIGATIONS**

- 3.1 In return for being provided with confidential information, Receiving Information Party is committed to use Confidential Information for the sole purpose of the transaction and not for any other purpose;
- 3.2 Confidential Information or unauthorized disclosure to any person or entity (including individuals from parties to provide information or individuals of organizations receiving information if that person is not the right approach confidential information) in the form of direct or indirect tie. Thong Confidential Information may be disclosed only to employees, managers, persons authorized or consultants of the receiving Party information necessary to perform these Parties Transactions and current liabilities related to transactions. Receiving Party will notify and conduct the necessary procedures to ensure compliance with this contract with all employees, managers, authorized person or the consultants received the Confidential Information the terms of this Agreement;
- 3.3 Receiving Party shall have the security and ensure information security, maintaining the necessary precautions during storage to prevent information being illegally infringed upon. This obligation applies during contract cooperate cooperation perform transactions and continue in effect after the partnership agreement terminated. During the collaboration, the Receiving Party pledged utmost efforts to prevent acts of disclosure or unauthorized use of Confidential Information. Receiving Party will treat Confidential Information as confidential, privacy and secrecy of information density as a receiving party will treat information and secrecy for its own information;
- 3.4 Depending on the requirements of the provision of information, the Receiving Party shall return or cancel immediately all documents and materials, including copies of the documents and materials of the same type or the copy stored in the word processing program or in a computer system or in any other electronic form, and are not retained any copies of the documents, this document;
- 3.5 In the event of termination Transaction, Receiving Party must hand over all the documents and papers containing the Confidential Information to which the information received was delivered or administered, including electronic data e is stored in a personal computer or any other form of storage for electronic data. Prohibited lock or delete or encrypt computer data containing Confidential Information before terminating transactions with parties to provide information without the written

consent of the parties to provide information or who are The legal mandate of providing information.

#### **ARTICLE 4: AGREEMENT NO VIOLATION**

In addition to confidentiality obligations, the Receiving Party undertakes not to perform the following actions during the implementation of Transaction:

- Not while performing transactions under any kind with organizations and individuals have conflicting interests or likely to compete with the Parties to provide information;
- Do not take advantage of the relationship between the provider and the customer information, partner of Parties to provide information or take advantage of the prestige of the Parties to provide information to establish relations or performing transactions with customers, respect Author (3rd Party) for personal purposes or for any other purpose without the express written consent of the Parties to provide information;
- Where the transferee information violating the agreement referred to in Article 4 of this (even after termination of cooperation with 3rd parties) are subject to penalties for Parties to provide information to the penalty of 8% of the total value achieved by the transferee information dealing with 3rd parties.

#### **ARTICLE 5: EFFECT OF CONTRACT**

The contract takes effect from the date of signing and is valid throughout the duration of the transaction and continue to be maintained after 12 months from the date of termination of the implementation of transaction between two parties.

In case the transaction is not done for any reason, confidentiality obligations of the parties still remain after 12 months from the day the two sides did not achieve the performance of Exchange.

#### **ARTICLE 6: COMPENSATION**

In all cases violate the terms outlined in this Agreement, the Receiving Party shall have to compensate for all damages to the provision of information, including but not limited to the physical damage, the prestige, The brand of providing information, the cost to repair the damage, litigation costs, costs of hiring a lawyer. Parties providing information have the right to make one or all of the following measures:

- Forcing the information to comply with the contract;
- To request the information received compensation for damage caused by the loss which the provision of information to bear as a result of the disclosure of Confidential Information by the Receiving Party cause;
- To request the information received pay fines equivalent violated 50 million;
- Initiating a lawsuit at a competent court under the provisions of the current law.

## **ARTICLE 7: OTHER PROVISIONS**

- 7.1 This Agreement shall be governed and construed in accordance with the laws of Vietnam. In case of dispute, the parties are obliged to negotiate and reconcile. In no case can proceed to mediation, the dispute shall be the competent court in Vietnam for settlement;
- 7.2 Any changes to this contract must be made in annex contract and be presented in the form of text. Annex contract is valid only explain, clarify or change the contract when the Contracting Parties;
- 7.3 In the event that any provision of this Agreement and the appendix of this contract with any state agency with authority declared invalid or disabled according to the legal provisions Vietnam, then that provision will automatically void. The remaining provisions shall remain in effect for the parties. The invalid provision will be replaced with the new rules and conform to the party achieve its interests under this Agreement. The Parties are obliged to agree to replace the provisions to be disabled for a period of 30 (thirty) days from the date of that provision is determined to be invalid;
- 7.4 In case the two parties cannot reach an agreement on cooperation in implementing the project, or perform transactions mentioned above, the agreement in this contract remain binding in the next 12 months, since Day two parties formally signed written confirmation to cancel the transaction done;
- 7.5 This Agreement is made in 02 (*two*) copies in English which have the same legal value. Each Party shall hold 01 (*one*) copy.

**REPRESENTATIVE OF PARTY A**

**REPRESENTATIVE OF PARTY B**