

CONFIDENTIALITY AGREEMENT

Number:

This Confidentiality Agreement (“Agreement”) is made and signed on (“Effective Date”), by and between:

PARTY A: SPARKMINDS J.S.C

Business Code : 0316949482
Address : CNC Building, 24A Bau Cat 2, Ward 14, Tan Binh District, Ho Chi Minh City
Representative : Mr. NGUYEN PHU AN
Position : CEO

And

PARTY B:

Business Code :
Address :

Representative :
Position :

In this Agreement, the Party providing Confidential Information shall be referred to as the “Information Provider” and the Party receiving Confidential Information shall be referred to as the “Information Receiver”.

The “Information Provider” and the “Information Receiver” are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, the Parties may disclose to each other information, which may include Confidential Information (as defined in Article 1 of this Agreement) for the purpose of communicating about a transaction that may develop between the Parties (called “Transaction”) and, where applicable, analyze, negotiate, conclude and execute such Transaction (called “Purpose”).

THEREFORE, NOW, having regard to the arrangements contained in this Agreement, and subject to the terms and conditions set forth below, the Parties hereby agree to sign into this Agreement with the following terms and conditions:

1. CONFIDENTIAL INFORMATION

“Confidential Information” means all information of any kind whether written, electronic, oral or in any other way provided directly or indirectly by the Information Provider to the Information Receiver and/or allow the Information Receiver to access, read and process

some information and data related to the purposes of the Transaction, information system, business system, finance or other accounting, business methods or practices, business plans, financial matters, products, developments, personnel, processes and strategies, technology, know-how, secrets business, trademarks, copyrights, marketing plans, results of operations, customers, markets, potential customers, contracts (signed and planned), current or prospective, with third parties or personnel. Confidential Information includes all information owned by a third party and provided by the Information Provider under this Agreement.

Confidential Information does not include information that (i) has been made available to the public prior to the time of publication, or which is or is subsequently made public through no fault of the Information Receiver; (ii) owned by the Information Receiver, without any restrictions on confidentiality; (iii) was or has been independently developed by the Information Receiver, including but not limited to employees of the Information Receiver, without violating the terms of this Agreement or by reference or use of any Confidential Information belongs to the Parties (The Information Receiver is obligated to demonstrate this independent development); or (iv) the Information Receiver has lawfully received from a third party that the Third Party has no obligation to keep confidential, or the Information Receiver is not aware that such third party has entered into a confidentiality agreement similar to this Agreement or the obligation of confidentiality to the Information Provider; (v) disclosed on the basis of the Information Provider's prior written consent; (vi) disclosed as required by law or by a competent state agency.

2. CONFIDENTIALITY OBLIGATIONS OF THE INFORMATION RECEIVER

- 2.1. Without prejudice to the other provisions of this Agreement, the Information Receiver shall not disclose any Confidential Information to any third party or use any Confidential Information in any way or to any for any purpose not specified in this Agreement.
- 2.2. With respect to Confidential Information, the Information Receiver shall only use the Confidential Information for the Purpose and shall not use it for any other purpose, nor for the purpose of unfair or inappropriate competition. The Information Receiver may use such Confidential Information only to the extent necessary to fulfill the Transaction Purposes of this Agreement. The Information Receiver shall not copy, reproduce, adapt, modify, disassemble, reverse engineer or decode any Confidential Information except with the prior written permission of the Information Provider.
- 2.3. The Information Receiver agrees to take measures to keep the Confidential Information at least as severe as that applied by the Information Receiver to protect its own confidential information and in all cases, should not be less than a reasonable level.
- 2.4. The Information Receiver may only disclose Confidential Information to the subjects who are professional advisors, directors, managers, insurance units, employees and/or agents of the Information Receiver who are subject to the following: need to know

Confidential Information for the Purpose (hereinafter referred to as “Authorized Persons”). The Information Receiver shall require all Authorized Persons to exercise the confidentiality of Confidential Information in accordance with the terms of this Agreement as if the Authorized Persons were a signatory to this Agreement. Information Receiver will remain responsible for each Authorized Person's compliance with the terms of this Agreement.

- 2.5. The Information Receiver or any Authorized Persons may disclose Confidential Information as required by law, or by request or order of a court, or competent authority, however, provided that in such event, the Information Receiver shall (i) promptly notify the Information Provider of such requests for information immediately upon receipt of such request prior to acting upon such request; (ii) shall make a concerted effort with the Information Provider to prevent the consequences of disclosing Confidential Information; and (iii) disclose only the portion of Confidential Information to the extent required by lawful disclosure.

3. RETURN OF CONFIDENTIAL INFORMATION

- 3.1. Upon receiving the Information Provider's written request, the Information Receiver shall promptly return to the Information Provider all Confidential Information which the Information Receiver is provided with or is in possession of in the form of: written form and any copies within no more than 07 (seven) working days from the date of receipt of the Information Provider's request for return, unless otherwise agreed by the Information Provider.
- 3.2. Upon receipt of the Information Provider's written request, the Information Receiver shall confirm in writing that it has fulfilled its obligations to return or destroy, where applicable, all Confidential Information under this Article. this 3. The date of this written confirmation is referred to as the “Return Date”.

4. OTHER TERMS

- 4.1. In the event that the Information Receiver violates this Agreement, the Information Receiver agrees that the Information Provider shall have the right to require the Information Receiver to perform specific obligations under this Agreement and to take temporary emergency or other reasonable measures as a remedy for any actual or anticipated violations that may occur as required by law. Any such remedy shall be deemed to be in addition to and not a substitute for any appropriate remedy in the manner of monetary damages as required by the jurisdiction.
- 4.2. In the event that the Information Receiver violates this Agreement, the Information Receiver shall be obliged to compensate for any damage, including non-material damages suffered by the Information Provider due to the leakage of the Information, causes the Information Provider, the minimum value of fines and compensation at the discretion of the Information Provider but shall not be less than the total value of the relevant Transaction.

- 4.3. The Information Receiver acknowledges and agrees that nothing in this Agreement shall be construed to confer any right, by license or in any manner whatsoever, over any Confidential Information of the Information Provider provided under this Agreement, or to any invention or patent, trade secret, copyright, trademark or other intellectual property right created or may be created based on the that Confidential Information. All Confidential Information (including all copies of Confidential Information) will remain the property of the Information Provider at all times.
- 4.4. Neither Party may assign its rights and/or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the Parties' authorized heirs and assigns.
- 4.5. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, or unenforceable, such judgment shall not affect or invalidate the remaining portion/terms in effect of this Agreement.
- 4.6. The terms of this Agreement shall come into full force and effect from the Effective Date and terminate automatically upon the termination of the Transaction between the two Parties. However, the provisions of Article 4.6 and supporting terms including Article 4.1, Article 4.2, Article 4.3, Article 4.10 and other related provisions remain in effect.
- 4.7. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements and exchanges between the Parties relating to the confidentiality of information set forth in this Agreement.
- 4.8. No modification of this Agreement shall be binding on the Parties unless it is in writing and signed by an authorized representative of each Party.
- 4.9. All notices required or permitted under this Agreement must be in writing, and shall be effective when delivered in person, or by certified or registered mail, or generally accepted by commercial courier together with the shipping invoice. Notice shall be sent to the address mentioned at the beginning of this Agreement or such other address as each Party designates in writing.
- 4.10. Any dispute arising out of and or in connection with this Agreement shall first be resolved through negotiation. If the Parties fail to reach an agreement on such dispute within forty-five (45) days after one Party sends a written request for negotiation to the other Party, either Party shall have the right to refer the dispute to the court of the host country for settlement.

This Agreement is made into 02 (two) originals, each Party keeps 01 (one) original for storage and implementation.

IN WITNESS WHEREOF, the Parties in this Agreement have jointly signed into this Agreement by their respective legal representatives.

SPARKMINDS J.S.C

<PARTY B>

Name: NGUYEN PHU AN

Position: CEO

Name:

Position: