



NON-DISCLOSURE AGREEMENT

Agreement No.: _____

This Non-Disclosure Agreement (this "Agreement") is made and entered into by and between:

Disclosing Party (Party A): _____

Address: _____

Legal Representative: _____

Authorized Representative / Title: _____

Contact Number / Email: _____

Receiving Party (Party B): _____

Address: _____

Legal Representative: _____

Authorized Representative / Title: _____

Contact Number / Email: _____

WHEREAS, the Disclosing Party intends to engage in business discussions or cooperation with the Receiving Party regarding new product development (the "Project"), and in connection therewith, it will be necessary to disclose certain confidential and proprietary information to the Receiving Party, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the Parties agree as follows:

1. Definitions

1.1 **"Disclosing Party"** refers to the Party disclosing Confidential Information for the purpose of the Project.

1.2 **"Receiving Party"** refers to the Party receiving Confidential Information for the purpose of the Project.

1.3 **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a Party. **"Control"** means the power to direct the management and policies of the entity, directly or indirectly, whether through ownership, voting securities, contract, or otherwise.



NON-DISCLOSURE AGREEMENT

1.4 **"Confidential Information"** means any and all technical, business, financial, or other information disclosed or otherwise made available, whether before or after the effective date of this Agreement, by the Disclosing Party or its Affiliates to the Receiving Party or its Affiliates, employees, or representatives, in written, oral, visual, electronic, or any other form, including but not limited to:

- a. Research and development data, product designs and specifications, concepts, models, samples, and prototypes;
- b. Marketing strategies, business plans, pricing, client or supplier lists, sales records, financial information, customer credit evaluations, or any other operational data;
- c. Any information that the Disclosing Party is obligated to keep confidential under any applicable law or agreement with a third party.

1.5 **"Disclose"** or **"Disclosure"** includes any form of communication, transmission, or making available of Confidential Information by the Disclosing Party to the Receiving Party, including through physical delivery, email, oral conversation, or electronic transfer.

2. Confidentiality Obligations

2.1 The Receiving Party shall use at least the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information, but in no event less than reasonable care.

2.2 The Receiving Party shall use the Confidential Information solely for the purpose of evaluating or engaging in the Project and shall not use it for any other purpose. Nothing in this Agreement shall be construed as granting any license or rights, by implication, estoppel, or otherwise, to the Receiving Party under any intellectual property rights. The Receiving Party shall not, directly or indirectly, use such information to develop, replicate, or supply products identical or similar in appearance, function, or performance to those of the Disclosing Party, whether for itself or for any third party.

2.3 The Receiving Party shall not disclose the Confidential Information or any part thereof to any third party without the prior written consent of the Disclosing Party.

2.4 The Receiving Party shall require any person or entity (including employees, consultants, or



NON-DISCLOSURE AGREEMENT

contractors) who is granted access to the Confidential Information to be bound by written confidentiality obligations no less stringent than those set forth herein. Any breach by such persons shall be deemed a breach by the Receiving Party.

2.5 The Receiving Party shall not modify, copy, distribute, reverse engineer, disassemble, or otherwise exploit the Confidential Information, unless expressly permitted in writing by the Disclosing Party.

2.6 If the Receiving Party is required to disclose Confidential Information pursuant to any applicable law, regulation, or court order, it shall promptly notify the Disclosing Party in writing and take all reasonable steps to assist in obtaining protective treatment.

2.7 During the sample review, testing, or quotation process initiated by the Receiving Party, the Receiving Party shall not use the samples, drawings, technical descriptions, or any related information for purposes other than evaluation or quotation for the Project, nor shall it manufacture, reproduce, or disclose any such information to third parties without the prior written consent of the Disclosing Party.

3. Return or Destruction of Confidential Information

3.1 Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall return or permanently destroy all Confidential Information and certify such return or destruction in writing.

3.2 All physical and electronic materials containing Confidential Information, including originals, copies, summaries, and analyses, shall be returned or destroyed upon request.

4. Liability for Breach

4.1 Any unauthorized use, disclosure, or mishandling of Confidential Information in violation of this Agreement shall constitute a material breach.

4.2 If the Receiving Party breaches any obligation under this Agreement, the Disclosing Party shall be entitled to:

- a. A liquidated damage payment
- b. Require the Receiving Party to take effective remedial measures at its own cost;



NON-DISCLOSURE AGREEMENT

- c. Seek compensation for all reasonable costs and damages incurred, including legal fees, notarial costs, and investigation expenses.

4.3 The foregoing remedies are without prejudice to any other rights or remedies available under law or equity.

5. Reservation of Rights

5.1 Disclosure of Confidential Information shall not constitute a transfer or license of any intellectual property or proprietary right. All such rights shall remain the sole property of the Disclosing Party.

5.2 Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

5.3 The Parties agree that no commercial relationship shall be deemed to be established solely by the exchange of Confidential Information. Any such relationship shall be subject to a separate written agreement.

6. Confidentiality Period

6.1 The obligations under this Agreement shall survive termination, expiration, or rescission of this Agreement.

6.2 If the Parties sign a Purchase Order (PO), the confidentiality obligations shall continue for a period of one (1) years following the termination of such cooperation.

6.3 If the Parties do not proceed with cooperation, the confidentiality obligations shall remain in effect for one (1) years from the effective date of this Agreement.

6.4 Notwithstanding any other provision herein, the Receiving Party's confidentiality obligations with respect to all product samples, technical data, product designs, and related materials provided by the Disclosing Party for the purpose of sample making, evaluation, or production, shall survive two (2) years.

7. Exclusions

7.1 Confidential Information shall not include information that:

- a. Was publicly known at the time of disclosure or becomes publicly known through no fault of the Receiving Party;



NON-DISCLOSURE AGREEMENT

- b. Was lawfully known to the Receiving Party prior to disclosure;
- c. Is disclosed to the Receiving Party by a third party who is not bound by confidentiality obligations.

7.2 The burden of proof for such exclusions shall lie with the Receiving Party, and such exclusions shall only be valid if confirmed in writing by the Disclosing Party.

8. Miscellaneous

8.1 This Agreement shall be governed by and construed in accordance with the laws of the mainland territory of the Socialist Republic of Vietnam.

8.2 Any disputes arising out of or in connection with this Agreement shall first be resolved through amicable negotiations. If such negotiations fail, either Party may submit the dispute to the competent court in the Disclosing Party's place of registration.

8.3 This Agreement shall become effective upon the signature and company seal of the legal or authorized representatives of both Parties.

8.4 This Agreement is executed in two (2) originals, with each Party holding one (1) copy. Both originals shall have equal legal effect. This Agreement may be signed in counterparts and/or by electronic means (including scanned copies or electronically signed versions), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Party A (Disclosing Party) Seal:

Party B (Receiving Party) Seal:

Representative: _____

Representative: _____

Date: _____

Date: _____