

# Non-Disclosure Agreement

This Non-Disclosure Agreement is made and effective as of [ ] (“Effective Date”)

## Between

**Lao National Payment Network Company Limited** (Company registration No.2291), a company incorporated under the laws of Laos, having its registered place of business at the 5th floor, Lao Securities Commission building, PhonsaAt Village, Unit 6, Saysettha District, Vientiane Capital, Lao PDR (hereinafter referred to as “**LAPNet**”) of the one party;

## And

**Bank of China (Hong Kong) Limited Vientiane Branch**, a licensed branch registered under the laws of the Laos, having registered office at NO.A1003, Vientiane Center, KhouVieng Road, Nongchan Village, Sysuttanark District, Vientiane Capital, Lao People's Democratic Republic(hereinafter referred to as “**BOC**”) of the other party;

**Each a “Party” and collectively, the “Parties”.**

**Whereas**, LAPNet and **BOC** wish to disclose information on their respective businesses for the purpose of Lao Mobile Payment Switching Project (hereinafter referred to as the “Project”), which is the confidentiality project between both parties. Parties acknowledge that they are informed of the confidentiality obligation, and agree to keep confidential all information and materials received from the Discloser, including but not limited to:

1. Do not disclose the confidential information of the Discloser;
2. Do not reproduce the confidential information of the Discloser on any media without the express written consent of the Discloser; and
3. Do not transfer or send the confidential information of the Discloser obtained from the Discloser without the express written consent of the Discloser.

Parties agree, for the purpose of this Non-Disclosure Agreement, that “confidential information” refers to any commercial, marketing, technical and operating data or other kinds



of materials obtained by the Recipient from the Discloser (or its parent company, subsidiary and affiliate) related to or generated from cooperation, no matter in what forms or through what carriers and no matter whether the confidentiality is expressed orally, in image or in written form at the time of disclosure. The above confidential information may be presented in tangible media such as data, texts and the materials, CD, software and books that recording the above contents, and may also be delivered through audio-visual forms such as oral delivery. The confidential information involved herein includes but not limited to the commercial information, technical information and know-how of both parties. The “confidential information” referred to herein not only includes the information disclosed after the signature of the Agreement, but also includes the information disclosed before the signature of the Agreement.

Upon signature on this Non-Disclosure Agreement , parties expect that the Discloser may allow the participation in the project by relying on their observation of the above confidentiality obligations. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

In the event of breach any contents hereof, parties agree to be responsible for all legal consequences arising therefrom and compensate for all losses to the Discloser arising therefrom (including direct and indirect losses, economic and reputation losses, and the fees such as attorney fee, notary fee, preservation fee and traffic fee paid by the Discloser thereby).

Time periods the non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice.

If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

This Non-Disclosure Agreement is signed in English, and will become effective upon duly signature.

The Non-Disclosure Agreement is governed by and concluded according to the laws of



Lao PDR.

For and on behalf of:

**Lao National Payment Network**

Signed by:



Hongkham PHETDAVONG

**AND**

For and on behalf of:

**Bank of China (Hong Kong) Limited Vientiane Branch**

Signed by:



Date: 13 FEB 2023