

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of employment by Tuong Minh Software Solutions Company Limited (hereinafter called the "TMA"), to have access to secret, confidential, proprietary information which provided by TMA and its partners or customers (hereinafter called the "Customer"), I agree to the following:

TERMS:

"Customer" shall mean any of Customer Corporation/partners, potential customers/partners.

"Confidential Information" shall mean all information, including trade secrets, know-how, formulas, patterns, compilations, programs, devices, methods, plans, techniques, or processes, of a business, marketing, technical, scientific or other nature, that derives actual or potential value from not being generally known or readily ascertainable by third parties;

"Intellectual Property" shall mean all rights in any invention, discovery, improvement, utility model, copyright, industrial design, and all rights of whatsoever nature in computer software, data, Confidential Information, trade secrets or know-how, and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing.

1. All intellectual work products (designs, source code, software builds, tools, etc) that are developed inside the company premises, or stored in the company network, shall be the intellectual properties (IP) of the company, despite of ownership of the equipments and/or materials that are used for development those work products.

2. I am under no obligations, including those to any former employer, which impose any restrictions on the activities or duties, assigned to me from time to time by the TMA. I will not disclose or make any unauthorized use of any Confidential Information or Intellectual Property of any former employer or of any other third party in connection with my employment/engagement with the TMA.

3. Unless it is permitted by TMA in writing, I shall not at any time during or subsequent to my employment with TMA:

(i) Disclose or authorize the disclosure, to anyone other than authorized officers, directors, employees or contractors of the TMA; or,

(ii) Use for non-TMA purposes or other non-permitted purposes;

any Confidential Information or Intellectual Property of TMA and/or its Customer, or any other Confidential Information or Intellectual Property to another Customer.

I acknowledge that during the course of my employment/engagement I may create, come into possession of, or be exposed to Intellectual Property or Confidential Information of a Customer of TMA or third parties, and that the unauthorized use or disclosure of such Intellectual Property or Confidential Information would cause irreparable harm to TMA and its Customer

4. I acknowledge that all papers, memoranda, notes, reports, charts, programs, data or other documents of any kind, or in any form, relating to or containing the Confidential Information or Intellectual Property of TMA or of any third parties who have provided to TMA, are the property of TMA, and that upon termination of my employment with TMA I shall immediately return all such materials to TMA.

5. I shall at any and all times during or subsequent to my employment with TMA reaffirm this Agreement or execute such further and other agreements with respect to the general subject matter addressed herein as TMA may require.

6 This Agreement shall supersede any and all previous oral or written communications, discussions or agreements between me and TMA relating to the subject matter addressed herein. This Agreement may not be varied, except by signature of a duly authorized signatory of TMA.

7 This Agreement shall be construed in accordance with and governed by the laws of Vietnam.

Agreed this NDA day of _____

Name _____

Signature _____