

NON-DISCLOSURE AGREEMENT

No: 05/2023/CMCG-GME

This Non-Disclosure Agreement (the “**Agreement**”) is made on May 10th, 2023 (“**Effective Date**”) by and between:

CMC Global Company Limited, a company legally incorporated and operated under the laws of Vietnam having its registered office located at CMC tower, No.11 Duy Tan street, Dich Vong Hau ward, Cau Giay district, Hanoi, Vietnam (hereinafter referred to as “**CMCG**”);

And

Global Money Express Co., Ltd, a company legally incorporated and operated under the laws of Korea having its registered office located at 601 Glass Tower Bld. 325, Jong-ro, Jongno-gu, Seoul, Korea (hereinafter referred to as “**GME**”);

CMCG and GME are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (i) The Parties wish to explore and discuss the possibility of and evaluate the suitability of a business relationship of mutual interest regarding IT Outsourcing (the “**Purpose**”) and
- (ii) In such discussions and/or transactions, each Party may disclose to the other Party Confidential Information (as defined below); and
- (iii) The Parties undertake to use and disclose Confidential Information in accordance with the terms and conditions of this Agreement.

The Parties hereto agree to enter into this Agreement under the following terms and conditions:

1. Definition and Interpretation

- 1.1. “**Discloser**” means the Party and/or its Affiliated Companies disclosing Confidential Information to the other Party and/or its Affiliated Companies.
- 1.2. “**Recipient**” means the Party and/or its Affiliated Companies receiving Confidential Information.
- 1.3. “**Confidential Information**” means all information disclosed directly by the Discloser to the Recipient, either in writing or orally or in visual, electronic, or any other form that relates to the above-mentioned Purpose, including but not limited to the following:
 - (i) Any information on commerce, business, techniques, assets, products, services, development plan, business strategy, financial result, budget, project scheme and financial or legal or personnel data of the Discloser; and

- (ii) Any information on patent, initiative, idea, business information, know-how, trade secret, technology process and any relevant information, registered or not by the Discloser.
- (iii) Any discussion or negotiation taking place and any terms, conditions or other events related to the cooperation, establishment and maintenance of relations between the Parties.

1.4. The Confidential Information shall not include:

- (i) any information which was or became public knowledge before the time of disclosure by the Discloser;
- (ii) any information which is generally known by or available to the public after the time of disclosure by the Discloser to the Recipient, but not due to an act or omission to act of the Recipient;
- (iii) any information which was legally known to the Recipient at the time of disclosure by the Discloser;
- (iv) any information which was furnished to the Recipient by a third party and not violating any obligation of confidentiality by the third party; and
- (v) any information developed independently by the Recipient without using the Confidential Information of the Discloser.
- (vi) is approved for release by written authorization of the Discloser.

1.5. A company is considered an “**Affiliated Company**” of a Party if such company, either directly or indirectly via one or more intermediaries, controls, is controlled by, or is under common control with that Party. For this purpose, control means direct or indirect ownership of more than 50% of the shares or voting rights of the relevant entity or control of the composition of the board of directors.

2. **Mandatory Disclosure**

If the Recipient is required to disclose any Confidential Information of the Discloser by any order of a court or of competent authority or otherwise requested by applicable law (hereinafter referred to as the “**Binding Order**”), such Recipient, before disclosing to the competent court or authority, to the extent permitted by law, shall use its best endeavours to promptly inform Discloser of such Binding Order and provide evidence thereof to the Discloser that allows Discloser to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and to seek a protective order to avoid or limit widespread disclosure. In the event that such protection is not obtained, the Recipient is entitled to disclose the Confidential Information, but only to the extent necessary to legally comply with such compelled disclosure.

3. Disclosure and Use of Confidential Information

Subject to Article 2 of this Agreement, regarding the Confidential Information disclosed by the Discloser to the Recipient, the Recipient agrees:

- 3.1. Not to disclose, copy, describe, make publicity or distribute parts or all of Confidential Information for (i) any third party and/or (ii) public media, electronic network, website, social network, without prior written notice of the Discloser;
- 3.2. To use the Confidential Information solely for the Purpose mentioned above;
- 3.3. To keep confidentially the Confidential Information and, without permission of the Discloser, disclose the Confidential Information only to: (A) the Recipient's employees, (B) the employees of Recipient's Affiliated Companies and (C) professional advisers or consultants who are engaged to advise the Recipient, on the following conditions:
 - (i) on a "need-to-know" basis and for the purpose of undertaking their working duties related to the Purpose; and
 - (ii) who are aware of the obligations of the Recipient under this Agreement and which are bound by a non-disclosure agreement or other similar written obligations of confidentiality no less protective than as stipulated under this Agreement.
- 3.4. The Recipient shall instruct all persons or entities that are allowed to access to the Confidential Information to keep and maintain confidentiality and to refrain from making unauthorized copies in any form whatsoever.

4. Confidentiality Maintenance

The Recipient shall:

- 4.1. Take and maintain all necessary reasonable security precautions to keep the Confidential Information confidential by using the same degree of care as it uses to protect its own commercially sensitive information which is depend on its nature and importance, but in any event no less than a reasonable degree of care; and
- 4.2. Immediately notify the Discloser of any unauthorized use, copy or disclosure of the Confidential Information.
- 4.3. The Recipient shall not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information or any intangible or tangible objects that embody the Discloser's Confidential Information received hereunder unless the Discloser provides written approval and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Discloser.

5. No Obligation - No Warranty.

- 5.1. This Agreement is not intended to create a joint venture, partnership or other form of business association between the parties. Neither party has an obligation under this Agreement to (a) disclose any Confidential Information to the other party; (b) enter into any other contractual relationship with the other party; (c) purchase any product or service from the other party; or (d) offer for sale products using or incorporating the Confidential Information disclosed, and each party reserves the right, in its sole discretion to terminate the discussion contemplated by this Agreement concerning the business relationship.
- 5.2. ALL CONFIDENTIAL INFORMATION EXCHANGED HEREUNDER IS PROVIDED "AS IS". NOTHING CONTAINED IN THIS AGREEMENT OR IN ANY CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER THIRD PARTY INTELLECTUAL PROPERTY RIGHT. NO WARRANTY IS MADE, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF CONFIDENTIAL INFORMATION.

6. Return of the Confidential Information

- 6.1. Upon the termination of this Agreement or receipt of a written request by the Discloser, the Recipient shall, at the direction of the Discloser, immediately take any of the following actions over the Confidential Information of the Discloser which is in the possession or control of the Recipient, including but not limited to all originals, copies, reproductions and summaries of the Confidential Information processed by the Recipient, including:
- (i) returning all the Confidential Information to the Discloser;
 - (ii) destroying all the Confidential Information and confirming in writing with the Discloser on the destruction; or
 - (iii) deleting all electronic copies of the Discloser's Confidential Information which under the Recipient's control. This obligation shall not apply to routine back-up copies of digital data communications or to Confidential Information and copies thereof that either party may be required to retain by law.

The Discloser shall decide which of the above actions should be taken by the Recipient.

- 6.2. The Discloser is the sole and exclusive owner of all the Confidential Information. By disclosing the Confidential Information to the Recipient, the Discloser does not grant or transfer any express or implied rights to the Recipient regarding any patents, copyrights, trademarks, trade secret information or any other rights.

7. Infringement

- 7.1. The Discloser reserves the right to request compensation from the Recipient for all actually incurred and proven losses incurred and the expenses paid by the Discloser in order to remedy the consequences arising out of the breach of the Agreement by the relevant Recipient.
- 7.2. The Recipient acknowledges and agrees that any breach of this Agreement may cause irrecoverable damage to the Discloser, so that the Discloser shall, to the extent permitted by applicable law, have the right to seek all measures to mitigate its loss in addition to the remedies provided by applicable laws.

8. Duration and Binding Effectiveness

- 8.1 This Agreement shall be valid for a term of 1 (one) year as from the Effective Date.
- 8.2 However, the confidentiality obligations of the Recipient contained under this Agreement shall remain for a period of 1 (one) year from the date of the relevant Confidential Information being disclosed, regardless of the termination of this Agreement.

9. Governing Law and Dispute Settlement

- 9.1. This Agreement shall be construed, interpreted and governed by the laws of the Socialist Republic of Vietnam.
- 9.2. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall firstly seek a solution through amicable discussion and negotiation. All disputes arising out of or in connection with the Agreement, which cannot be settled by negotiation shall be finally referred to and finally settled by the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration by 03 (three) arbitrators. The language of the arbitration shall be English. The arbitral award shall be final and binding upon the Parties.

10. Miscellaneous

- 10.1. Each Party undertakes to the other Party that it is fully eligible for becoming a binding Party to this Agreement.
- 10.2. This Agreement constitutes a valid and binding obligation of the Parties and their successors and/or transferees.
- 10.3. Any modification and/or amendment to this Agreement must be made in writing and duly signed by the authorized representatives of the Parties. Such amendment and/or modification to this Agreement

shall constitute an integral part of this Agreement.

- 10.4. In case that one or more provisions of this Agreement are invalid, the validity of the remaining provisions of the Agreement shall not be affected thereby.
- 10.5. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any previous communication whether in oral or in writing by and between the Parties.
- 10.6. Each Party declares and warrants to the other Party that it has caused this Agreement to be duly signed by its authorized representative.
- 10.7. All waivers hereunder shall be made in writing, and the failure of any party at any time to require the other party's performance of any obligations under this Agreement shall not affect the right subsequently to require performance of the obligation. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.
- 10.8. This Agreement shall be prepared in English language. Either party may translate this Agreement into any other language for its convenience. However, in case of any dispute in interpretation of any provision hereof, the English language version shall prevail over any other language translation.

The Parties may sign any number of copies of this Agreement. Each signed copy shall be an original, but all of them together represent the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission via email shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

FOR AND ON BEHALF OF
CMC GLOBAL COMPANY LIMITED

FOR AND ON BEHALF OF
GLOBAL MONEY EXPRESS CO., LTD

Name: Nguyen Viet Bach

Title: CDO

Date: May 10th, 2023


Name: Max Kim

Title: CTO

Date: May 10th, 2023