

NON-DISCLOSURE AGREEMENT

BETWEEN

MARICO SOUTH EAST ASIA

AND

Ho Chi Minh City, _____

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made and valid on _____

MARICO SOUTH EAST ASIA CORPORATION, a Company duly established and operating under the laws of Vietnam, having its office at No. 3, Road No. 5, Song Than 1 Industrial Zone, Di An Town, Binh Duong Province, Vietnam, duly represented in this act by _____ title _____, hereinafter referred to as the **'Disclosing Party'**,

AND

_____, a company established and operating under _____, having its office at _____ - _____, duly represented by _____ title _____, hereinafter referred to as the **'Receiving Party'**.

Whereas

- a) The Disclosing Party desires to receive the professional service from the Receiving Party, which may lead to the communication of certain confidential and proprietary information; and
- b) The Receiving Party and Disclosing Party wish to evidence by the Agreement the manner in which said confidential and proprietary material will be treated.

The aforesaid parties shall be individually referred to as 'Party' and collectively as 'Parties'

Therefore, the Parties hereby come into the Agreement with the terms and conditions as follows:

1. Confidential Information

"Confidential information" means such non-public information which is shared by Disclosing Party in any form, including without limitation, the Party's business policies or practices, business plan, dealings, customers list, price lists or pricing structures, technical data, employee data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, and other information whether

tangible and/or intangible, written and/or oral relating to any released or unreleased concepts, ideas, projects and services of the Disclosing Party, the marketing or promotion of all of the said Party's products, services and any other information received from other sources which the Receiving Party is obliged to treat as confidential.

Confidential Information does not include:

- i) Information that is currently in the public domain or that enters the public domain after the signing of this Agreement; and/or
- ii) Information that Receiving Party lawfully receives from a third Party without restriction on disclosure and without breach of a non-disclosure obligation; and/or
- iii) Information that the Receiving Party knew prior to receiving any Confidential Information from the Disclosing Party; and/or
- iv) Information that the Receiving Party independently develops without reliance on any Confidential Information from the Disclosing Party.

2. Non-Disclosure of Confidential Information

The Receiving Party agrees not to disclose Confidential Information to any person, firm or enterprise, or use any Confidential Information for its own benefit or the benefit of any other party, unless authorized by the Company in writing, and to limit access and disclosure of such Confidential Information to the Receiving Party's personnel on a "need-to-know" basis only, provided such personnel are bound to adhere to non-disclosure restrictions as those restrictions contained herein.

The Receiving Party may disclose Confidential Information if Receiving Party is required to do so under applicable law; provided that the Receiving Party provides the Disclosing Party with prior written notice of the required disclosure.

The Receiving Party shall return, or at the Disclosing Party's request, destroy all copies of the Confidential Information that received from the Disclosing Party.

The Receiving Party understands and agrees that a breach of any of Receiving Party's obligations under this Agreement shall be deemed to be a material breach, and not be subject to an opportunity to cure.

3. Term

The term of this Agreement is 01 year from the date of signing by both Parties.

4. Title

The Receiving Party agrees that all Confidential Information furnished by the Disclosing Party shall remain the sole property of the Disclosing Party.

5. Non-Biding

It is understood that this Agreement has been entered into solely for the purpose of exchange of Confidential Information and does not in any manner bind either of the Parties to enter into any future business relationship.

6. No License Granted

Neither Party grants to the Other any license by implication nor otherwise, to use any Confidential Information except expressly provided in this Agreement.

7. Copies

Any copies or reproductions of the Confidential Information shall bear the copyright or proprietary notices contained in the original.

8. Indemnity

The Confidential Information is to be treated in accordance with the terms and restrictions set forth by the Agreement. The Disclosing Party reserves the right to pursue all remedies allowed to it by law, for all violations of the Agreement by the Receiving Party. Accordingly, the Receiving Party shall compensate for the Disclosing Party all loss, damage, expense, including without limitation, legal expense regarding the breach of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as to Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both the Disclosing Party and the Receiving Party.

10. No Assignment

Neither party may assign and/or transfer its rights, benefits and obligations under this Agreement to another without the prior written consent of the other parties.

11. Validity

Each provision under this Agreement is severable and distinct. To the extent that any particular provision of this Agreement is held to be invalid, illegal or unenforceable, this shall not affect or impair the continuation in force of the remainder of this Agreement.

12. Governing law

The validity, application, interpretation and implementation of this Agreement is governed by, and shall be construed in accordance with the laws of Vietnam.

13. Dispute settlement

Any dispute or claim arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be settled through amicable negotiations between the Parties. In case no settlement can be reached within sixty days of the issuance of a written notice from a party to the other parties of a dispute, the dispute shall be referred to and finally resolved by the Vietnam International Arbitration Centre ("VIAC") adjacent the Vietnam Chamber of Commerce and Industry in accordance with its Rules ("VIAC Rules").

In witness whereof, this Agreement is made on the date as first above, and made into two (02) copies in English and two (02) copies in Vietnamese with the same validity. Each Party keeps one (01) copy in English and one (01) copy in Vietnamese for the execution. In case of any discrepancies between the English and Vietnamese versions, the Vietnamese version shall prevail.

FOR AND ON BEHALF OF

Disclosing Party

FOR AND ON BEHALF OF

Receiving Party

Name:

Title:

Name:

Title: