



FUSA CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) is made and entered into between **FPT USA Corp.**, a Delaware Corporation (the “**Company**”), and **Tung Do** (“**Trainee**”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, over the years, the Company has devoted substantial time and money developing the Company’s Confidential Information; the Company has a valid and reasonable interest in protecting its valuable Confidential Information against unfair competition by Trainee during Trainee’s training program and following the termination of Trainee’s training program; and use or disclosure of Confidential Information to a third party could be harmful to the Company and have a detrimental effect on the Company’s ability to effectively compete in the business of outsourcing/offshore services;

NOW, THEREFORE, in light of the foregoing, and in consideration for the Company’s approval of training program, for the Company’s disclosure of Confidential Information (as defined below) to Trainee, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Trainee acknowledges and agrees as follows:

1. During the course of training program, Trainee will acquire certain Confidential Information of the Company. “Confidential Information” means any information, regardless of whether it is marked or designated by the Company as confidential, that relates to the business of the Company, is not generally available to the public, and is conceived, compiled, developed, discovered or received by, or made available to, Trainee during his/her training program, whether solely or jointly with others, and whether or not while engaged in performing work for or other task assigned by the Company. Confidential Information includes, but is not limited to, information, written and oral, and that which is stored in electronic, magnetic or digital media, relating to:

- (a) technical information, such as trade secrets, technical data, research and development, methods, processes, formulae, compositions, designs, systems, techniques, inventions, machines, computer code and programs and research projects; and
- (b) business information, such as customer lists, customer preferences, services, products, legal affairs, business prospects or opportunities, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

Confidential Information also includes any information that has been made available to the Company by or with respect to third parties and which the Company is obligated to keep confidential.



2. Trainee agrees that, during or at any time after the termination of his/her training program with the Company, he/she shall not, directly or indirectly, disclose or divulge to any person, firm, corporation, association or other entity, including future Trainees/Employee of the Company or any future employers of Employee, any Confidential Information, or any other proprietary data of the Company, nor shall Trainee, directly or indirectly, make use of such Confidential Information for his/her own purpose or for the benefit of any person, firm, corporation, association or other entity except the Company. This nondisclosure provision shall continue so long as such Confidential Information cannot be ascertained by proper means and is therefore confidential. Trainee will be relieved from his/her obligations under this paragraph as to any Confidential Information which becomes publicly available through no fault of the Trainee, or if the Trainee obtains the Confidential Information from a third party under no duty of confidentiality.

3. Trainee will not reverse-engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions (collectively, "Reverse Engineering") of any software product created and/or developed by FUSA ("FUSA Software"), or permit or induce the foregoing.

If, however, directly applicable law prohibits enforcement of the foregoing, Trainee may engage in Reverse Engineering solely for purposes of obtaining such information as necessary to achieve interoperability of independently created software with FUSA Software, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Trainee has first requested such information from FUSA, and FUSA failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Trainee under this Paragraph 3 is Confidential Information of FUSA subject to the obligations of Paragraph 2 of this Agreement, may only be used by Trainee for the purpose described in this section, and will not be disclosed to any person, firm, corporation, association or other entity except the Company or used to create any software which is substantially similar to the expression of FUSA Software.

4. Trainee agrees that, upon the termination of his/her training program from the Company, he/she shall return to the Company all documents and property of the Company (regardless of whether such documents or property contains Confidential Information), including, but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer code and programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by Trainee during training program with the Company. Trainee further agrees that he/she shall not retain copies, notes or abstracts of the foregoing.

5. Trainee agrees that, during training program and for a period of 12 months following the termination of his/her training program with the Company, by Trainee or the Company, Trainee will not use or disclose, to any Employee or former Employee with whom



Trainee has or had personal contact during training program with the Company, any information Trainee may learn, through any means, regarding compensation, benefits or terms or conditions of training program at or with any client, customer, vendor or independent contractor associated with the Company.

6. Trainee agrees that, for a period of 12 months following the termination of training program with the Company, by Trainee or the Company, Trainee will not solicit, induce, encourage, or attempt to solicit, induce or encourage, any of the Company's Employee with whom Trainee had personal contact during training program with the Company to end his/her employment with the Company or work for any client, customer, vendor or independent contractor associated with the Company.

7. Trainee agrees that, upon acceptance of new employment with any client, customer, vendor or independent contractor associated with the Company, and for a period of 12 months following the termination of training program with the Company, by Trainee or the Company, Trainee will not disclose the identity of his/her new employer to any of the Company's Trainees with whom Trainee had personal contact during employment with the Company; notwithstanding the foregoing, if such new employment requires personal contact with one or more of the Company's Trainees, the prohibition in this paragraph shall not apply to such Trainees.

8. Trainee agrees that, upon termination of training program with the Company, Trainee will provide the name of his/her new employer, if any, and consent to notification by the Company to Trainee's new employer of the existence of this Agreement.

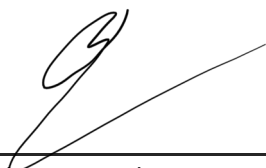
9. Trainee acknowledges that his/her obligations under this Agreement are important to the Company and that the Company would not continue the training program with Trainee without his/her agreement to such obligations. Trainee also acknowledges that if Trainee does not abide by his/her obligations in this Agreement, the Company will suffer immediate and irreparable harm, the damage to the Company will be difficult to measure and financial relief will be incomplete and/or inadequate. Accordingly, the Company will be entitled to injunctive relief and other equitable remedies in the event of a breach by Trainee of any obligation under this Agreement, together with reasonable expenses of litigation, including attorneys' fees incurred in connection therewith.

10. This Agreement shall be binding upon Trainee and Trainee's personal representatives and successors-in-interest, and shall inure to the benefit of the Company, its successors and assigns. Neither this Agreement nor any provision hereof may be amended except by written agreement signed by the Parties. No waiver of any breach shall be considered valid unless in writing signed by the waiving party, and no waiver shall be a waiver of any subsequent breach.



11. The terms of this Agreement are severable, and, in the event any term, phrase, clause, paragraph or covenant of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable.

12. This Agreement shall be governed in all respects, including validity, enforceability, construction, capacity, performance and breach, by the laws of the State of Delaware, without regard to principles of conflicts of law.



Tung Do (Signature)

4/21/2022
Date Signed