

# NON-DISCLOSURE AGREEMENT

## PARTIES

This Non-disclosure (the "Agreement"), hereinafter known as the "Agreement", is entered into by and between:

**Name:**

**Representative by:**

**Title:**

**Email:**

**Website:**

**Phone:**

**Fax:**

**Address:**

**City-Zip/Postal:**

**State-Country:**

("Disclosing Party")

And

**Name: 3S CLOUD COMPUTING SERVICE LTD.**

**Representative by:** Nguyen Van Kien

**Title:** CEO

**Email:** hello@3sfarm.io

**Website:** www.3sfarm.com

**Address:** 5a6 194/10 Thanh Đam, Thanh Tri Ward, Hoang Mai District, Hanoi, Vietnam

**City-Zip/Postal:** 100000

**State-Country:** Vietnam

("Receiving Party")

For the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below), the Parties agree as follows:

### Article 1. SCOPE AND SUBJECTS OF APPLICATION

1.1. Disclosing Party may disclose confidential and proprietary trade secret information to the Receiving Party.

1.2. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (the "Confidential Information").

1.3. All affiliates of the receiving party and all directors, officers, employees, agents and representatives of the receiving party or its affiliates shall be included within the definition of the term "Receiving party" for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement.

## **Article 2. DEFINITION OF CONFIDENTIAL INFORMATION (Written, Audio, Visual or Oral)**

2.1. For purposes of this Agreement, "Confidential Information" shall include all information and material that has or could have commercial value or other utility in the business in which Disclosing and Receiving Party are engaged including but not limited to: Disclosing Party's projects, business contacts, business plan, business method, technical, potential business affiliations, information, ideas, trade secrets, data, and know-how, including, but not limited to, that which is related to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances and any or all related material whatsoever.

2.2. For convenience, the Disclosing Party, may, but is not required to, mark the Confidential Information with the legend "Confidential" or an equivalent designation. Parties shall be aware that the exchanged information and material listed in Article 2.1 is Confidential Information.

## **Article 3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION**

Receiving Party's obligations under this Agreement do not extend to information that is:

3.1. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;

3.2. Discovered or created by the Receiving Party before disclosure by Disclosing Party;

3.3. Disclosed by Receiving Party with Disclosing Party's prior written approval.

## **Article 4. OBLIGATION OF RECEIVING PARTY**

4.1. The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence for the sole and exclusive benefit of the Disclosing Party.

4.2. The Receiving Party shall carefully restrict access to any such Confidential Information to persons bound by this Agreement, only on a need-to-know basis.

4.3. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

4.4. The Receiving Party shall immediately return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information or certify the destruction thereof on the written request of the Disclosing Party.

## **Article 5. INTELLECTUAL PROPERTY**

Nothing in this Agreement is intended to grant any rights under any patent(s), trademark(s), or copyright(s) of the Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such patent, trademark(s), copyright(s), and Confidential Information solely for the purpose of the business relationship established or to be established by the parties.

## **Article 6. THIRD PARTY REQUESTS**

In the event that Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information supplied by the Disclosing Party, the Receiving Party agrees to provide the Disclosing Party with prompt notice of such request(s), and if disclosure of such information is required, the Receiving Party will: (i) furnish only that portion of the Confidential Information which the Receiving Party, in the written opinion of its legal counsel, is legally compelled to disclose, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

## **Article 7. TIME PERIODS**

The nondisclosure and confidentiality provisions of this Agreement shall survive the termination of any relationship between the parties.

## **Article 8. INTEGRATION**

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

## **Article 9. SEVERABILITY**

Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement or (ii) affecting the legality, validity or enforceability of such provision.

## **Article 10. MISCELLANEOUS**

10.1. The Receiving Party agrees that all Confidential information provided by the Disclosing Party will remain under the sole ownership of the Disclosing Party.

10.2. Neither party may assign its rights and obligations under this Agreement except with the prior written consent of the other party.

10.3. This Agreement and each party's obligations shall be binding on the representatives, permitted assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

10.4. This Agreement is to be governed by and construed in accordance with Vietnamese laws.

10.5. In case of a dispute, the two parties shall actively settle by negotiation and mediation in a spirit of cooperation and mutual respect. If the two parties cannot resolve, dispute arising or related to this Agreement will be referred to a competent court.

10.6. This agreement takes effect on the date of signing.

**DISCLOSING  
PARTY:**

Date:

Signature:

Name in block  
letters:

**RECEIVING  
PARTY:**

Date:

Signature:

Name in block  
letters:

3S Cloud Computing Service  
Ltd.

NGUYEN VAN KIEN