

# NON-DISCLOSURE AGREEMENT

## PARTIES

This Non-disclosure (the "Agreement") is entered into by and between

Company:

Name:

Email:

Website:

Phone:

Fax:

Address:

City-Zip/Postal:

State-Country:

("Disclosing Party")

And

3S Cloud Computing Service Ltd.

Nguyen Van Kien, CEO

Email: hello@3sfarm.io

Website: www.3sfarm.io

Phone:

Fax:

Address:

("Receiving Party")

For the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

## SUMMARY

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

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

## DEFINITION OF CONFIDENTIAL INFORMATION (Written, Audio, Visual or Oral)

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, 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.

## **OBLIGATIONS OF RECEIVING PARTY**

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. 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.

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. The Receiving Party shall 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 immediately on the written request of the Disclosing Party.

## **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.

## **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.

## **TIME PERIODS**

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

## **MISCELLANEOUS**

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Neither party may assign its rights under this Agreement except with the prior written consent of the other party. 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.

DISCLOSING PARTY:

RECEIVING PARTY: 3S Cloud Computing Service  
Ltd.

Date:

Date:

Signature:

Signature:

Name in block  
letters:

Name in block  
letters:

NGUYEN VAN KIEN