

UNILATERAL NON-DISCLOSURE AGREEMENT

Kanbawza Bank Limited, of the 615/1, Pyay Road, Kamayut Township, Yangon, Myanmar, a company incorporated pursuant to the law of the Republic of the Union of Myanmar (“**the Discloser**”) to disclose to the undersigned (“**the Receiver**”) certain information for the purpose of **<PURPOSE>**.

1. Confidential Information" means any data or information that is any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, when- ever and however disclosed, including, but not limited to:
 - a) technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - b) any concept, samples, reports, data, know-how, works-in-progress, designs, photographs, development tools, specifications, software programs and databases;
 - c) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance result relating to the Party's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies;
 - d) trade secrets; plans for products or services, and customer or supplier lists;
 - e) any other information that should reasonably be recognized as Confidential Information by the Parties.
2. The Receiver's obligations under this Agreement do not extend to information that is:
 - a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiver;
 - b) discovered or created by the Receiver before disclosure by the Discloser;
 - c) learned by the Receiver through legitimate means other than from the Discloser or Discloser's representatives; or
 - d) is disclosed by the Receiver with Discloser's prior written approval.
3. The Receiver will only use the Confidential Information for purposes reasonably related to the Receiver's potential ownership interest, loan or other investment in the Discloser's company and the Receiver will not use the Confidential Information for any other purpose. The Receiver shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Discloser. The Receiver shall not, without prior written approval of the Discloser, use for the Receiver'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 Discloser, any Confidential Information. The Receiver may provide Information only to Receiver's employees who:
 - a) have a substantive need to know such Information;
 - b) have been advised of the confidential and proprietary nature of such Information.

4. If Receiver is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Receiver must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Receiver will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.
5. Upon any such termination of this Agreement for any reason whatsoever, the Receiver promptly shall return to the Discloser, any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information.
6. The Receiver acknowledges that a breach of this Agreement will cause irreparable injury to the Discloser and accordingly, the Receiver agrees that, in the event of a breach of the provisions hereof by the Receiver, the Discloser shall be entitled to injunctive and other equitable relief in addition to any other remedies which may be available to the Discloser.
7. The Receiver shall indemnify and keep indemnified and hold harmless in full at all times the Discloser against all claims, demands, actions, proceedings, losses, damages, liabilities and all related costs and expenses suffered or incurred as a result of or in connection with any breach of any provision of this Agreement by the Receiver and/or any of the Authorized Persons.
8. This Agreement will terminate on the earlier of: (a) the written agreement of the parties to terminate the Agreement; or (b) two (2) years from the date of execution of the Agreement. The obligations contained in this Agreement shall survive for a period of three (3) years after expiration or termination of this Agreement.
9. This Agreement or any rights or obligations hereunder may not be assigned by Receiver, except with the prior written consent of the Discloser.
10. Nothing in this Agreement is intended to grant any rights under any patent, trade secret or copyright of the Discloser to Receiver, nor shall this Agreement grant Receiver any rights in or to the Discloser's Confidential Information, except the limited right to review such Confidential Information.
11. No variation to or amendment of this Agreement shall be effective unless made in writing and executed by the Authorised Persons of the Parties.
12. This Agreement shall be construed in accordance with the laws of the Republic of the Union of Myanmar.
13. Any disputes arising out of, or in connection with, this Agreement shall be referred to and finally resolved by arbitration in Myanmar under the Myanmar Arbitration Law (2016) (the "**Myanmar Arbitration Law**"), the reference to which shall include the same as from time to time modified or re-enacted or substituted after the date of this Agreement. A single arbitrator will be appointed in accordance with the Myanmar Arbitration Law. The language of the arbitration shall be English.

The Receiver acknowledges and accepts of the foregoing by executing of this Agreement.

Receivers:

Organization :

Address :

By : _____

Name :

Title :

Date :