

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered into this ●[th] day of ●, 20●● by and between ●, a company duly organized and existing under the laws of ●, with its principal office at ● (“**PARTY A**”), and Quang Ninh LNG Power JSC, a company duly organized and existing under the laws of Vietnam, with its principal office at Noi Hoang Tay residential area, Hoang Que ward, Dong Trieu town, Quang Ninh province. (“**QNJSC**”) (PARTY A and QNJSC are individually each a “**Party**” and collectively the “**Parties**”).

### RECITALS:

- I. The Parties have entered into or wish to enter into discussions to explore a possible Engineering Procurement Construction Contract between the Parties, in which Party A is the seller and QNJSC is the buyer (the “**Possible Transaction**”);
- II. In the course of evaluations and discussions regarding the Possible Transaction, it may be necessary for PARTY A to evaluate certain proprietary or confidential information disclosed by QNJSC that QNJSC wants to keep confidential (the “**Permitted Purpose**”); and
- III. QNJSC is willing to provide such information to PARTY A subject to the terms and conditions set forth in this Agreement.

In consideration of the mutual covenants set out below, the Parties agree as follows:

### 1. Definitions and Interpretation

- 1.1 “**Affiliate**” means, with respect to either Party, any entity which is directly or indirectly controlled by such Party; in this definition, “**control**” means (i) the ownership (directly or indirectly) of a majority of the voting rights or share capital of an entity, or (ii) the ability to direct the casting of a majority of the votes exercisable on the board of directors or at general meetings of an entity.
- 1.2 “**Confidential Information**” means any information:
  - 1.2.1 supplied by QNJSC or its Affiliates and its or their Representatives / QNJSC, its Affiliates to PARTY A; or
  - 1.2.2 inferred by PARTY A from discussions with QNJSC or its Affiliates and its or their Representatives / QNJSC, its Affiliates,whenever and in whatever form, in connection with the Possible Transaction, including:
  - 1.2.3 any information about whether the Possible Transaction exists or may be entered into, or about whether any discussions or negotiations relating to the Possible Transaction are proposed, are under way or have come to an end;
  - 1.2.4 any information relating to QNJSC or its Affiliates or any commercial, technical and other non-public information relating to any of them; or



- 1.2.5 any information contained or reflected in any report, analysis, compilation, study or other material prepared by or for either Party or its Affiliates in connection with the Possible Transaction.
- 1.3 The term “**Confidential Information**” does not include information that PARTY A can prove:
- 1.3.1 is already in the public domain when it is first received by PARTY A;
- 1.3.2 enters the public domain after the execution of this Agreement other than as a consequence of the breach of the terms of this Agreement by PARTY A;
- 1.3.3 is already lawfully in the possession of PARTY A prior to its being furnished hereunder;
- 1.3.4 becomes available to PARTY A on a lawful basis from a third party who does not owe QNJSC or its Affiliates an obligation of confidence in relation to it; or
- 1.3.5 is independently developed by PARTY A without the use of any Confidential Information.
- 1.4 “**Representatives**” mean any Affiliates of either Party and the respective directors, officers, employees, banks, financial advisors, accountants, attorneys, consultants and agents of the relevant Party or its Affiliates, as the case may be.
- 1.5 For the purpose of this Agreement, “**disclosing**” Confidential Information includes making it available in any way, whether deliberately or not.

## 2. **Restricted Use of Confidential Information**

- 2.1 PARTY A shall:
- 2.1.1 hold and maintain in strict confidence all Confidential Information;
- 2.1.2 not disclose any Confidential Information to any person or entity other than to the Representatives of PARTY A who need to know the Confidential Information for purposes of evaluating or consummating the Possible Transaction;
- 2.1.3 use at least as great a standard of care in protecting the Confidential Information as PARTY A uses to protect PARTY A’s own information of like character, but in any event no less than a degree of care that would be exercised by a sophisticated counterparty;
- 2.1.4 comply with any applicable laws or regulations, including but not limited to all relevant personal data and data protection laws, antitrust laws, and laws or rules of any nature relating to economic or financial sanctions or the export or re-export of goods, technology or services in relation to the Confidential Information; and
- 2.1.5 not use any Confidential Information for any purpose other than the Permitted Purpose.

- 2.2 PARTY A will promptly notify QNJSC upon discovery of any unauthorized use or disclosure of Confidential Information in breach of this Agreement.
- 2.3 PARTY A shall ensure that each of its Representatives to whom it discloses Confidential Information (i) acknowledges the terms of this Agreement, and (ii) agrees to be bound by and complies with its terms. On request, PARTY A shall promptly give QNJSC a list identifying all persons and entities to whom Confidential Information has been disclosed. PARTY A shall be responsible for the breach of any term of this Agreement by any of its Representatives to whom PARTY A discloses any Confidential Information as if PARTY A had committed the breach itself.
- 2.4 PARTY A may disclose Confidential Information to the minimum extent required by any order of any court of competent jurisdiction or any regulatory authority of competent jurisdiction provided that it shall, as far as it is lawful to do so, first consult QNJSC to give QNJSC an opportunity to contest the making of any such order and/or disclosure and comply with QNJSC's reasonable requirements about the proposed form, timing, nature and extent of the disclosure.

**3. Exclusivity**

- 3.1 PARTY A agrees to procure that during the period of time from the date of this Agreement until [noon / time], on [date], neither it nor any of its Affiliates nor any of its or their Representatives shall, in each case except as may be required in order for the directors of PARTY A or any of its Affiliates to comply from time to time with their fiduciary duties, enter into or participate in any discussions or negotiations with any person (other than QNJSC and its Representatives) in relation to the Possible Transaction or any other transaction that might impair or impede the Possible Transaction.

**4. Non-solicitation**

- 4.1 During the term of this Agreement, PARTY A shall not, without the prior written consent of QNJSC:
- 4.1.1 directly or indirectly solicit, endeavor to entice away, employ or offer to employ, any director, officer, manager or employee presently in the employment of any member of QNJSC or its Affiliates. For these purposes, it does not matter whether that person knows of any Confidential Information, or would commit a breach of his contract of employment by reason of his leaving the employment; or
- 4.1.2 solicit or endeavor to entice away any person who is currently a customer of, or supplier to, any member of QNJSC or its Affiliates,
- in each case whether directly or indirectly.
- 4.2 Article 4.1 shall not apply to a recruitment offer made to any person who contacts PARTY A solely on his or her own initiative, or in response to a *bona fide* employment advertisement that is not directed at one or more employees of QNJSC or its Affiliates.

**5. Copies; Return and Destruction of Confidential Information**

- 5.1 PARTY A and its Representatives shall not copy any part of the Confidential Information, except as required to consummate the Possible Transaction.
- 5.2 Upon request of QNJSC, PARTY A shall destroy or return to QNJSC all tangible materials containing or reflecting the Confidential Information, regardless of whether prepared by QNJSC or PARTY A or any of their respective Representatives, and all copies, extracts or other reproductions of such material. PARTY A and its Representatives shall take reasonable steps to erase the Confidential Information, and any document referred to in this Article 5.2, from any computer or other digital device on which it is held. The destruction or redelivery of any such material shall not relieve PARTY A from its obligations under this Agreement.
- 5.3 PARTY A shall appoint one of its authorized officers to supervise the steps contemplated in Article 5.2, and to certify in writing to QNJSC that they have been carried out.
- 5.4 Nothing in this Agreement shall require the alteration, modification, return or destruction:
- 5.4.1 of back-up tapes or other back-up media made for archival purposes in the ordinary course of PARTY A's or any of its Representatives' business; or
- 5.4.2 to the extent such alteration, modification, return or destruction is prohibited by any applicable law or regulation, the rules of a professional body or under the terms of any of PARTY A's insurance or compliance policies, or the internal document retention policy of PARTY A or any of its Representatives,

provided that the materials retained under this Article 5.4 shall remain indefinitely subject to the confidentiality obligations under this Agreement.

**6. No Representation or Warranty; No License**

- 6.1 QNJSC retains the right to determine, in its sole discretion, what information, properties, and personnel it wishes to make available to PARTY A.
- 6.2 PARTY A understands and acknowledges that all Confidential Information is provided "as is" and that neither QNJSC nor any of its Representatives:
- 6.2.1 is making any representation or warranty, express or implied, as to the accuracy, reliability or comprehensiveness of the Confidential Information, including, without limitation, warranties of title and infringement;
- 6.2.2 has any obligation to provide further Confidential Information, to update the Confidential Information, or to correct any inaccuracies in or omissions from the Confidential Information provided; or

- 6.2.3 shall have any liability to PARTY A or any of its Representatives resulting from the use of the Confidential Information by PARTY A or any of its Representatives.
- 6.3 PARTY A further understands and acknowledges that no license is granted, conveyed or implied with respect to the Confidential Information.
- 6.4 If any information memorandum or other marketing material has been issued on terms that QNJSC or any of its Representatives disclaims liability in respect of that memorandum or those materials, PARTY A agrees that:
- 6.4.1 it will be bound by the terms of the disclaimer as if the disclaimer were included in this Agreement; and
- 6.4.2 the terms of the disclaimer may not be terminated or varied without the prior written consent of QNJSC.

## **7. Remedies**

- 7.1 PARTY A agrees to indemnify and hold QNJSC harmless from any damages, loss, cost, or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from, directly or indirectly, any unauthorized use or disclosure by PARTY A or its Representatives of the Confidential Information or other breach or threatened breach of this Agreement by PARTY A or any of its Representatives.
- 7.2 PARTY A agrees that in the event of a breach of this Agreement by PARTY A or its Representatives, QNJSC may be irreparably harmed and damages alone may not necessarily be an adequate remedy. Accordingly, PARTY A agrees that, in the event of any such breach or threatened breach of this Agreement, QNJSC shall also be entitled, without the requirement of posting a bond or other security, to injunctive relief, specific performance and other equitable relief, or any combination of these remedies. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to QNJSC.
- 7.3 PARTY A also agrees that, if any of the remedies set out in Article 7.2 is sought in relation to any breach or threatened breach of this Agreement, it shall waive any rights it may have to oppose that remedy on the grounds that damages would be an adequate alternative or to request a surety bond in relation to the proceedings.

## **8. No Obligation to Enter into Possible Transaction**

- 8.1 Neither Party has any obligation to enter into or continue discussions or negotiations in respect of the Possible Transaction. Either Party may cease such discussions or negotiations at any time and with no liability to the other Party in relation thereto.
- 8.2 No contract or agreement providing for the Possible Transaction shall be deemed to exist between the Parties unless and until a definitive written agreement with respect thereto has been executed and delivered by and between the Parties after necessary management approval of each Party is duly obtained.

8.3 Unless and until such definitive written agreement has been executed and delivered by and between the Parties, there shall not be any legal obligation on either Party of any kind whatsoever with respect to the Possible Transaction by virtue of this Agreement or any other written or oral expression with respect thereto (or in the delivery of any information under this Agreement), except, in the case of this Agreement, for the matters specifically agreed herein.

8.4 Neither Party nor any of their Representatives shall owe any duty of care to the other Party or to any other person in relation to the Possible Transaction. Each Party acknowledges that no person has, or is held out as having, any authority to give any statement, warranty, representation or undertaking on behalf of the Parties in connection with the Possible Transaction.

**9. Term and Termination**

9.1 This Agreement, and all rights and obligations hereunder, will terminate, whether or not the Possible Transaction is completed, on the earlier of (i) [the second anniversary of the date of this Agreement and (ii) the date when a definitive agreement is executed in respect of the Possible Transaction.

9.2 Notwithstanding Article 9.1, the confidentiality obligations in Article 2 shall survive termination for one year, and the provisions in Articles 5 through 8, this Article 9.2 and Articles 10 through 19 shall survive indefinitely.

**10. Integrated Agreement; Modification**

10.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all other oral or written drafts, agreements, arrangements, policies or understandings relating thereto.

10.2 No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.

10.3 Nothing in this Agreement shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

10.4 Every term or condition implied by law in any jurisdiction in relation to the subject matter of this Agreement shall be excluded to the fullest extent possible, and to the extent that it is not possible to exclude any such term or condition, the Parties each irrevocably waive any right or remedy in respect of it.

**11. Severability**

11.1 In the event any term, provision or covenant contained in this Agreement shall be adjudicated by a court to be partially or totally invalid or unenforceable for any reason, then such term, provision or covenant shall be reformed to the minimum extent necessary to render it valid and enforceable. If a court refuses to so modify any such term, provision or covenant, such term, provision or covenant shall be given no effect and shall be deemed not to be included in this Agreement, but each of the remaining terms, provisions and covenants shall remain in full force and effect. The terms, provisions and covenants contained in this Agreement are deemed separate and severable.

**12. Notices**

- 12.1 All notices which are required to be given under this Agreement must be in writing and delivered to the address of the recipient first above written or such other address as the recipient may designate by notice given in accordance with the provisions of this Article 12. Any such notice must be delivered by hand or by certified first class mail return receipt requested, postage prepaid, and will be deemed to have been served on the date delivered by hand or three days after mailing.

**13. Parties in Interest; Third Party Benefit**

- 13.1 All the terms and provisions of this Agreement are binding upon, inure to the benefit of, and may be enforced by and against, the Parties and their respective Representatives, successors and permitted assignees, and to the Affiliates of QNJSC. Except as stated in the previous sentence, nothing in this Agreement, expressed or implied, is intended to confer on any other person or entity any rights or remedies under or by reason of this Agreement or under any relevant legislation.

**14. Costs**

- 14.1 Each party shall pay its own costs, fees and expenses (including financial, legal or other advisors' fees) in relation to this Agreement or the Possible Transaction.

**15. No Waiver**

- 15.1 No waiver of breach of this Agreement, or satisfaction of a condition or non-performance of an obligation under this Agreement, will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of any other breach, or of satisfaction of any other condition or non-performance of any other obligation. No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that Party.

**16. Governing Law**

- 16.1 This Agreement, any non-contractual obligations arising out of or in connection with this Agreement, the relationship between the Parties and the conduct of the Possible Transaction shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to principles of conflict of laws including all tort claims.

**17. Jurisdiction**

- 17.1 In relation to all disputes arising out of, or in connection with, this Agreement, the Parties agree that except for injunctive relief that a Party may seek in any court of competent jurisdiction, each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and waives any objection to the exercise of that jurisdiction. For these purposes, “disputes” includes:

- 17.1.1 claims for set-off and counterclaims;

17.1.2 disputes arising out of, or in connection with, the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and

17.1.3 disputes arising out of, or in connection with, any non-contractual obligations arising out of, or in connection with, this Agreement.

**18. Agent for Service of Process**

18.1 PARTY A shall at all times maintain an agent for service of process and any other documents in proceedings in England and Wales or any other proceedings in connection with this Agreement. PARTY A's agent shall be ●, currently of address in England or Wales. Any claim form, judgment or other notice of legal process shall be sufficiently served on PARTY A if delivered to PARTY A's agent at its address in the previous sentence. PARTY A waives any objection to such service.

18.2 PARTY A irrevocably undertakes not to revoke the authority of their respective agent and if for any reason QNJSC requests PARTY A to do so, PARTY A shall promptly appoint another agent with an address in England or Wales and notify QNJSC of the agent's details. If, following such a request, PARTY A fails to appoint another agent within 14 days of QNJSC's making the request, QNJSC may, at PARTY A's expense, appoint one on behalf of PARTY A. Nothing in this Agreement shall affect a Party's right to serve process in any other manner permitted by law.

**19. Counterpart Execution**

19.1 The Parties may sign this Agreement in any number of counterparts, and by each Party on separate counterparts. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

(intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective, duly authorized representatives on the day and year first above written.

[PARTY A]

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

QNJSC

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM  
Độc lập – Tự do – Hạnh phúc  
SOCIALIST REPUBLIC OF VIET NAM  
Independence – Freedom – Happiness

**GIẤY GIỚI THIỆU**  
**INTRODUCTION LETTER**

**CÔNG TY [TÊN NHÀ THẦU]**

Số: ...../GGT-[Tên viết tắt công ty]

V/v: Giới thiệu cán bộ đi mua Hồ sơ mời thầu

**[CONTRACTOR'S NAME]**

Ref. No.: ...../INT-[Abbreviation]

Re: Introduction Letter for Purchasing Bidding Documents

..., ngày ... tháng ... năm 2025

..., ... /2025

**Kính gửi / To:**

**CÔNG TY CỔ PHẦN NHIỆT ĐIỆN KHÍ LNG QUẢNG NINH (QNJSC)**

**Quang Ninh LNG Power Joint Stock Company (QNJSC)**

**Địa chỉ / Address:** QNJSC Office, 1st Floor, VPI Tower, No. 167 Trung Kính Street,  
Cầu Giấy, Hà Nội

Công ty [TÊN NHÀ THẦU], có trụ sở tại [Địa chỉ đầy đủ], mã số thuế [MST], xin  
trân trọng giới thiệu:

**[Contractor's Name]**, having its head office at **[Full Address]**, Tax Code **[Tax  
Number]**, would like to introduce:

**Ông/Bà / Mr./Ms.:** .....

**Chức vụ / Position:** .....

**Số CMND/CCCD / ID No.:** ..... Cấp ngày / Issued on ...../...../.....

tại / at .....

**Điện thoại / Phone:** .....

Là cán bộ của Công ty chúng tôi, được ủy quyền đến nơi phát hành Hồ sơ mời thầu  
để mua Hồ sơ mời thầu cho gói thầu sau:

Is an authorized representative of our company to **purchase the Bidding Documents** at the designated issuing place for the following package:

**Tên gói thầu /Package title:**

Thiết kế – Mua sắm – Xây dựng (EPC) Nhà máy Điện khí LNG Quảng Ninh

Engineering, Procurement and Construction (EPC) for Quang Ninh LNG Power Plant

Đề nghị Quý Công ty tạo điều kiện để Ông/Bà ..... hoàn thành thủ tục mua Hồ sơ mời thầu theo quy định.

We kindly request your support in facilitating Mr./Ms. .... to complete all necessary procedures for purchasing the Bidding Documents as per the regulations.

Công ty chúng tôi xin chân thành cảm ơn!

We sincerely thank you for your cooperation.

Trân trọng /

Yours faithfully,

**ĐẠI DIỆN HỢP PHÁP CỦA NHÀ THẦU**

**Authorized Representative of the Contractor**

(Ký tên, đóng dấu /Signed and Sealed)

Họ tên /Full name: .....

Chức vụ /Title: .....

**Ghi chú /Notes:**

- Giấy giới thiệu phải có chữ ký và con dấu của công ty nếu người được giới thiệu không phải là người đại diện pháp luật.

The letter must be **signed and sealed** by the Contractor if the person introduced is **not the legal representative**.

- Khi đi mua HSMT, người được giới thiệu cần mang theo:

When purchasing the Bidding Documents, the representative should bring:

- Bản chính hoặc bản sao công chứng **Giấy giới thiệu / This Introduction Letter;**
- **CMND/CCCD / ID Card or Passport;**
- **Tiền mặt hoặc chứng từ thanh toán / Cash or Payment Document for the purchase fee.**
- Bản cứng chính thức của Thỏa thuận bảo mật (đã ký xác nhận và đóng dấu)/ **Official Hard Copy of NDA (Signed and Stamped).**

