**MUTUAL CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT, dated \_\_\_\_\_\_\_ (this “**Agreement**”), among **VIETNAM ESPORTS AND ENTERTAINMENT JOINT STOCK COMPANY**, a company organized and existing under the laws of Vietnam and having its registered address at Address of Company 1 (“Short name of Company 1”) and **Company Name 2**, a company organized and existing under the laws of Vietnam and having its registered address atAddress of Company 2 (together with Short name of Company 1, the “**Parties**”).

**WHEREAS**, the Parties hereto wish to evaluate a potential transaction between the Parties (*the “****Transaction****”*) and each Party wishes to disclose its Confidential Information (as hereinafter defined) to the other Party.

**WHEREAS**, a Party in its capacity as a recipient of Confidential Information of the other Party is hereinafter referred to as the “**Receiving Party**”, and a Party (together with its subsidiaries and affiliates) in its capacity as a discloser of its Confidential Information to the other Parties is hereinafter referred to as the “**Disclosing Party**”.

**NOW, THEREFORE**, in consideration of the disclosure of Confidential Information, the Parties hereby agree as follows:

1. “**Confidential Information**” means, with respect to a Disclosing Party, all information, whether written or oral, that may be disclosed or made available by the Disclosing Party to the Receiving Party and its Representatives (as hereinafter defined), including, but not limited to (a) performance, technical, financial, commercial or other information which relates to the business, financial affairs, methods of operation or proposed methods of operation, accounts, transactions or products, proposed transactions, investment prospects, security procedures, trade secrets, know-how, inventions, internal controls and systems of the Disclosing Party, its subsidiaries and its affiliates; (b) information or data which is confidential or proprietary to a third party and which has been disclosed to or is in the possession or control of the Disclosing Party; (c) this Agreement and the fact that the Confidential Information has been disclosed by the Disclosing Party; (d) all data, notes, summaries or other works derived from the information specified above; and (e) any potential terms of the Transaction discussed among the Parties.
2. The Receiving Party shall keep the Confidential Information strictly confidential and shall not, without the Disclosing Party’s prior written consent, disclose any Confidential Information, in whole or in part. The Receiving Party will employ all reasonable measures to protect the Confidential Information from unauthorized or inadvertent disclosure, including measures no less protective than those measures that the Receiving Party employs to protect its own information. In addition, the Receiving Party agrees to only make such copies of the Confidential Information to the extent necessary to evaluate the Transaction. Notwithstanding the foregoing, the Receiving Party may reveal the Confidential Information to its and its subsidiaries’ and affiliates’ officers, directors, employees, agents and advisers (collectively, “***Representatives***”) who have a need to know the Confidential Information for the purpose of evaluating the Transaction and who are obligated to maintain the confidentiality of the Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives, except where the relevant Representative has separately entered into a confidentiality undertaking with the Disclosing Party in connection with the Confidential Information. The Receiving Party shall notify the Disclosing Party as soon as reasonably practicable upon becoming aware of any unauthorized use, copying or disclosure of any Confidential Information.
3. In the event that discussions concerning a Transaction terminate or at any time upon the Disclosing Party’s written request, the Receiving Party shall destroy or expunge all copies of Confidential Information either supplied to, or made by, the Receiving Party and its Representatives, and use its reasonable efforts to procure that any Representative or other person to whom Confidential Information has been disclosed in accordance with this Agreement have complied with this Section 3. Notwithstanding the destruction of the Confidential Information, the Receiving Party and its Representatives will continue to be bound by the obligations of confidentiality hereunder respecting Confidential Information. Notwithstanding the foregoing, each of the Receiving Party and, where applicable, its Representatives, shall be permitted to retain such copies of the Confidential Information as it may reasonably require to comply with its legal and/or regulatory obligations and/or to comply with its internal compliance procedures and/or document retention policies.
4. This Agreement shall be inoperative as to such portions of the Confidential Information which (i) are or become generally available to the public through no fault of or action by the Receiving Party or its Representatives, (ii) were already known to the Receiving Party or its Representatives or (iii) were or became available to the Receiving Party or its Representatives on a non-confidential basis from a source, other than the Disclosing Party or its Representatives, which is not prohibited from disclosing such portions to the Receiving Party or its Representatives by a contractual, legal or fiduciary obligation to the Disclosing Party or any other person.
5. In the event that Receiving Party or any of its Representatives becomes legally compelled or is requested by any regulatory agency, stock exchange or authority to disclose any of the Confidential Information, the Receiving Party shall, prior to making any disclosure and to the extent permitted by applicable law, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or its Representatives will furnish only that portion of the Confidential Information which is legally required. Where it is not reasonably practicable for the Receiving Party to notify the Disclosing Party in advance of any disclosure requirement or request as set out above, the Receiving Party shall, to the extent permitted by applicable law, notify the Disclosing Party of any disclosure made by it as soon as reasonably practicable thereafter.
6. Because of the unique nature of the Confidential Information, the Receiving Party understands and agrees that Disclosing Party may suffer irreparable harm in the event that the Receiving Party or any of its Representatives fails to comply with any of its obligations hereunder, that monetary damages will be inadequate to compensate Disclosing Party for such a breach and that in addition to any other legal remedies, the Disclosing Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach.
7. This Agreement may be terminated by mutual agreement between the Parties or on the date which the Parties enter into an agreement for the Transaction, whichever earlier. The obligations in this Agreement shall survive for a period of two (2) years after termination.
8. This Agreement may not be amended, and no provision hereof may be waived, without the prior written consent of the Parties.
9. Each of the Parties hereby acknowledges that all Confidential Information shall be and remain the sole property of the Disclosing Party. Neither of the Parties grants any license, any other intellectual property rights, immunity or otherwise, to the other Party by this Agreement. None of the Parties hereto shall have any commitment or obligation to the other Party to enter into a further agreement with the respect to the subject matter hereof or otherwise to develop, market, sell or otherwise merchandise products utilizing or incorporating the Confidential Information.
10. Neither Party may assign or transfer any rights or obligations, whether in whole or in part, under this Agreement without the prior written consent of the other Party in each case. Any attempted or purported assignment or other such transfer by either of the Parties to any third party without the other Party’s consent shall be void and a breach of this Agreement.
11. Neither Party nor its respective Representatives have made any express or implied representation or warranty as to the accuracy, completeness, or non-infringement of the Confidential Information, and neither of the Parties and/or their respective Representatives shall have any liability relating to the Confidential Information.
12. This Agreement shall be governed by and construed under the laws of Vietnam. In the event any dispute, controversy, claim or difference of any kind whatsoever arising between the Parties in connection with this Agreement, including the breach, termination or validity of this Agreement, or in connection with the determination of any matters which are subject to objective determination pursuant to this Agreement (“**Dispute**”), which Dispute has been subject of a written notice by one Party to the other (“**Dispute Notice**”), the Parties shall attempt, for a period of thirty (30) days after the receipt by one (1) Party of a notice from the other Party of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussions between the senior management of each of the Parties. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period, it shall be referred to and finally resolved by Vietnam International Arbitration Centre (VIAC) beside Vietnam Chamber of Commerce and Industry (VCCI) in accordance with the Arbitration Rules of the Vietnam International Arbitration Centre (“VIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be three (3) arbitrators and the language of the arbitration shall be Vietnamese.
13. This Agreement may be executed in one or more counterparts and may be delivered by electronic PDF or facsimile transmission, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

*[The rest of this page is intentionally left blank. Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties agree to the foregoing on the date first above written.

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| **Company 1** | **Company 2** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Name:** | **Name:** |
| **Title:** | **Title:** |