**SCHEDULE 7**

**CONFIDENTIALITY UNDERTAKING**

Date:

**NGHI SON REFINERY AND PETROCHEMICAL LLC**

14th Floor, West Tower, Lotte Center Hanoi, 54 Lieu Giai Street, Cong Vi Ward, Ba Dinh District, Hanoi, Vietnam

**Attention: Procurement Section Manager**

**Subject: Bidder’s Confidentiality Undertaking**

**Reference: Request for Quotation No:**

**Title:**

In consideration of Nghi Son Refinery and Petrochemical LLC a company incorporated in Vietnam and having its registered office at Nghi Son Economic Zone, Nghi Son district, Thanh Hoa province, Vietnam, having its Hanoi office at 14th Floor, West Tower, Lotte Center Hanoi, 54 Lieu Giai Street, Cong Vi Ward, Ba Dinh District, Hanoi, Vietnam.

(hereinafter referred to as “NSRP”) extending the above stated Request for Quotation to us, we………………………………………………………………………… (company No………………….…) having our principal office at …………………………………………………………..............................................................................................................................................…………………hereby irrevocably agree and undertake the following for the benefit of NSRP:

1. We agree that all documents forming and information contained in the above stated Request for Quotation and all other documents and information in whatever form disclosed to or acquired or received by us, whether directly or indirectly, in the course of preparing, submitting, clarifying and negotiating a bid to Company including the extension of Request for Quotation to us and results of Bids (“Confidential Information”) shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy, reproduction or electronic media, without NSRP’s prior written consent, except as provided in this Undertaking. We further agree that such obligations of confidentiality shall extend to Confidential Information acquired from NSRP prior to signing of this Undertaking.
2. We may disclose the Confidential Information without Company's prior written consent only to the extent such information:
	* 1. is already known to us as of the date of disclosure hereunder and which is not subject to or in breach of any obligation of confidentiality;
		2. is already in possession of the public or becomes available to the public other than through our act or omission or of any other person to whom Confidential Information is disclosed in accordance with this Undertaking;
		3. is required to be disclosed under applicable law, any recognized stock exchange regulations on which we are listed or by a governmental order, decree, regulation or rule (provided that we shall first make all reasonable efforts to give prompt written notice to Company prior to such disclosure); or
		4. is acquired independently from a third party that represents that it has the right to disseminate such information at the time it is acquired by us.
3. We may only disclose the Confidential Information to our employees, officers, directors, professional advisors, subcontractors, manufacturers or vendors to the extent they have a clear need to know for the purpose of preparing and submitting our Bid in which case, we shall ensure such employees, officers, director, professional advisors, subcontractors, manufacturers and vendors comply with the terms and provisions of this Undertaking in the same manner as we are bound hereby. However, we shall remain responsible for any action, omission or negligence of such employees, officers, directors, professional advisors, subcontractors, manufacturers or vendors.
4. We shall use or permit the use of the Confidential Information solely for the purpose of the Bid.
5. We acknowledge that disclosure of the Confidential Information by NSRP is on a non-exclusive basis. We shall acquire no proprietary interest in or right to the Confidential Information and NSRP may demand the return thereof at any time upon giving written notice to us. Within thirty (30) days of receipt of such notice, we shall return all of the original Confidential Information and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including but not limited to, electronic media) in our possession and in the possession of persons to whom it was disclosed pursuant to this Undertaking.
6. Our obligation of confidentiality hereunder shall survive the Bid and award of contract in respect thereto (whether or not we are the successful Bidder).
7. This Undertaking shall be governed by and interpreted in accordance with the laws of Vietnam.
8. Any dispute, difference, disagreement or claim in connection with or arising out of this Undertaking including any question regarding its existence, validity or termination which cannot be resolved amicably by Company and us within 30 days from the day on which such dispute, difference, disagreement or claim arise shall be finally and exclusively settled by arbitration in Singapore in accordance with the arbitration rules of the Singapore International Arbitration Centre (SIAC) for the time being in force, which Rules are deemed to be incorporated by reference into this clause. A dispute, difference, disagreement or claim shall be deemed to have arisen when we or Company notifies the other in writing to that effect. The seat, or legal place, of arbitration shall be Singapore. There shall be a single arbitrator jointly appointed by Company and us within 30 days of either party’s request to appoint an arbitrator, failing which the arbitrator shall be selected and appointed by the Chairman of SIAC. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on us.
9. We agree that no failure or delay by NSRP in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
10. We shall not in any way amend, change or modify this Undertaking or assign this Undertaking or any part of it, except with prior written consent of Company.
11. This Undertaking is the entire Contract in relation to maintaining the confidentiality of the Confidential Information and supersedes and cancels all prior communications, understandings and Contracts between Company and us relating to the Confidential Information, whether written or oral, express or implied.

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| Signed for or on behalf of …………………………………………………..……...(Company No……………………...) by its duly authorised representativein the presence of:.…………………………………..Signature of Witness Name .………………………………….. | )))))) | .…………………………...………………..Name ………………………….………..Title ………………………….……….. Date .………………………………….. |