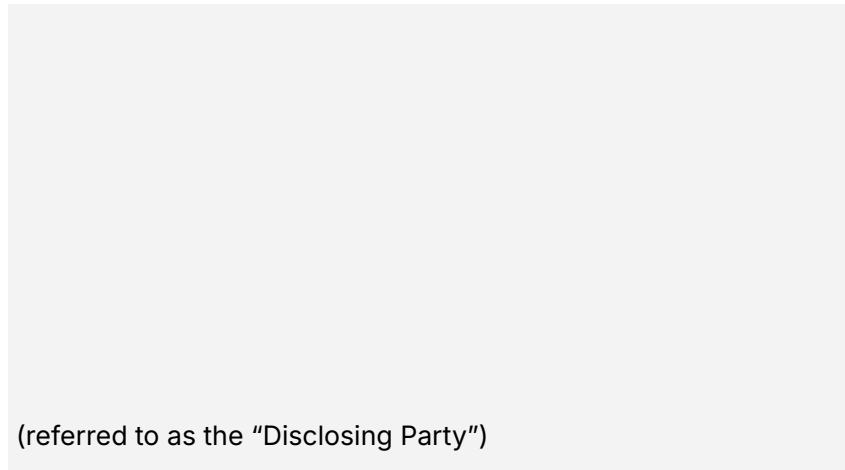


# NON-DISCLOSURE AGREEMENT



**BETWEEN:**



(referred to as the "Disclosing Party")

**AND:**

**MALIEV Co., Ltd.**

36/1 Moo 3

Khlong Khoi, Pak Kret

Nonthaburi 11120

Thailand

(referred to as the "Receiving Party")

and together referred to as the "Parties"

## RECITALS

- i. The Receiving Party provides manufacturing services
- ii. The Disclosing Party intends to make use of the services offered by the Receiving Party.
- iii. The Disclosing Party has the need to make available Confidential Information to the Receiving Party as defined below.
- iv. The Parties with this "Non-Disclosure Agreement" (hereinafter the "Agreement") intend to ensure non-disclosure of confidential information that the Disclosing Party will provide to the Receiving Party for the use of services provided.

## AGREEMENT

Now therefore the following is agreed on:

### 1. Definition of Confidential Information

"Confidential Information" means all information, whether written, oral, electronic, or in any other form, that is disclosed by the Disclosing Party to the Receiving Party, including but not limited to technical, financial, commercial, operational, and strategic information, as well as designs, drawings, data, computer software, specifications, and trade secrets.

### 2. Purpose

Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of completion of the services it has offered to the other party (the Purpose).

### 3. Use of Confidential Information

The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.

### 4. Confidentiality Obligations

The Recipient undertakes to keep the confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose.

### 5. Exceptions to Confidentiality

The undertakings in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

- a. Any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
- b. Any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.

### 6. Legally Required Disclosure

Nothing in this Agreement will prevent the Recipient from making any disclosure of the confidential Information required by law or by any competent authority.

### 7. Return of Information

The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.

### 8. Intellectual Property Rights

Neither this Agreement nor the supply of any information grants the Recipient any license, interest, or right in respect of any intellectual property rights of the other party except the right to copy the confidential Information disclosed by the other party solely for the Purpose.

### 9. Non-Disclosure Period

The parties agree that the confidentiality obligations set forth in this Agreement are essential for protecting the sensitive information exchanged between them. Therefore, the following durations will apply to these obligations:

- a. The undertakings in clauses 3 and 4 will continue in force for a period of **2-years** from the date of disclosure of the confidential Information.
- b. Notwithstanding the foregoing, any confidential information that qualifies as a trade secret under applicable law shall remain subject to the confidentiality obligations for as long as it remains a trade secret.

# NON-DISCLOSURE AGREEMENT



## 10. Indemnification

The Disclosing Party agrees to indemnify and hold harmless the Receiving Party from any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this Agreement by the Disclosing Party.

## 11. Limitation of Liability

Except in the case of willful misconduct or gross negligence, the liability of the Receiving Party for any breach of this Agreement, including without limitation any liability for damages caused by the use of the Confidential Information, shall not exceed the total amount paid or payable by the Disclosing Party to the Receiving Party under any service agreement between the Parties.

## 12. Equitable Relief

The Recipient acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which damages may not be an adequate remedy and agrees that the Disclosing Party is entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law or in equity.

## 13. Non-Solicitation

The Recipient agrees that for a period of **2-years** from the date of this Agreement, it will not directly or indirectly solicit, induce, or attempt to solicit or induce any employee or client of the Disclosing Party to terminate their relationship with the Disclosing Party.

## 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral.

## 15. Governing Law and Jurisdiction

This Agreement is governed by, and is to be construed in accordance with, Thai law. The Thai Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.**

Date: \_\_\_\_\_

**The Disclosing Party**

**The Receiving Party**



Name: \_\_\_\_\_

Natthapol Vanasrivilai  
**Managing Director**

Title: \_\_\_\_\_