Non-Disclosure Agreement

This agreement has been entered into on the date of .... Month ....
Year................ by and between **Naresuan University,** hereinafter referred to as "Disclosing
Party," respresented by......................... and......................................, hereinafter referred to as
"Receiving Party" whose address is .... for which his/her copy of the identity
card is attached as a supplementary document.

The parties are bound by this agreement, which is numbered............. and
dated.............day, Month .... Year .... and understand that the Disclosing Party is the
owner of the information related to .... The Disclosing Party intends to
disclose such information to the Receiving Party, which shall be used for feasibility study of
business.

1. Confidential Information

"Confidential Information" means any or all information or information of a third party,
which the Disclosing Party or attorney of the Disclosing Party discloses to the Receiving Party.
The Disclosing Party requires the Receiving Party treat such information confidentially, and/or
as trade secrets, including works with the Disclosing Party. The Confidential Information also
associates information that the Receiving Party acquires during the contractual term or working
with the Disclosing Party, which relates to research results, and/or research projects. This
includes, but is not limited to, processes, procedures, methods, computer programs (source
code, program endpoints, executables, and databases used to connect with computer
programs), sketches, prototypes, drawings, photographs, formula, techniques, product
development, experimental data, technical information, trade information, business
information which comprises marketing information, management, finance, business plans,
product quantities, etc., customer information, employee information; and any other
information related to research results and/or research projects.

2. Disclosure of Confidential Information

To disclose Confidential Information, in the form of documents, computer programs, electronic data recorded on various media, or any other material that is considered valid information to the Receiving Party, the Disclosing Party shall label or stamp those materials with the term "Confidential" or some other similar means. For disclosure of Confidential Information which is conveyed orally, or by any other unofficial forms, the Disclosing Party must notify the Receiving Party the confidential nature of such information at the time of disclosure. The Disclosing Party shall provide a summary of key points of Confidential Information in writing and clearly label or stamp marked with the term "Confidential" or some other similar means on the summary. The Disclosing Party shall submit the summary to the Receiving Party within 30 (thirty) days from the date the Disclosing Party discloses such Confidential Information.

The Confidential Information that the Receiving Party acquires during the contractual term or working with the Disclosing Party, even if the Disclosing Party does not comply with the procedures described in the first paragraph, it shall be deemed that the Disclosing Party properly complies with the method of disclosure of the Confidential Information.

3. Obligation to Hold Confidentiality

The Receiving Party shall hold the Confidential Information disclosed under this agreement. The Receiving Party agrees to act as follows:

3.1 Strictly hold the Confidential Information and does not disclose Confidential Information whether in whole or in part to any person or organization except for employees or the representative of the Receiving Party who is directly assigned to handle Confidential Information. The Receiving Party is in charge of taking control of these persons to treat the Confidential Information as if they were the Receiving Party. Moreover, the Receiving Party must arrange for these persons to be bound by and comply with terms and conditions as set forth in this agreement.

3.2 The Confidential Information must solely be used to fulfill the purposes indicated in the agreement.

3.3 Retain any documents, records, or other objects containing the Confidential Information received in a secure location where an unauthorized person cannot access it and maintain the Confidential Information received similar to that of retaining the Receiving Party's own Confidential Information. However, it must not be less than the level that a reasonable person practices to retain his/her Confidential Information.

3.4 Do not reproduce the Confidential Information in part or in whole unless such the duplication of the Confidential Information is to achieve the purpose stipulated in the agreement. The Receiving Party shall not reverse engineer or decrypt the Confidential Information, prototypes or other means to retrieve and maintain Confidential Information. Moreover, symbols showing patent marks, copyrights, trademarks, and logos shall not be relocated, overprinted, or deformed, including any other marks that represented ownership the of the prototypes or copies of the Confidential Information received from the Disclosing Party.

4. Exclusions from Confidential Information

The confidentiality agreement pursuant to Clause 3 shall not apply to the Receiving Party if the Receiving Party can present evidence that

4.1 Such information is or was known to the Receiving Party prior or during the time that the Disclosing Party discloses that Confidential Information.

4.2 The Receiving Party receives the Confidential Information from third parties that are not subjected to confidentiality requirements or restrictions on the rights to providing information.

4.3 Such information is publicly known prior or at the time of the Disclosing Party discloses the Confidential Information to the Receiving Party; or becomes publicly known after the Disclosing Party discloses the Confidential Information to the Receiving Party.

4.4 Such information is required to be disclosed by law or by court decree. The Receiving Party must notify the Disclosing Party in written form of such requirement or order before disclosing the Confidential Information. To disclose the Confidential Information, the

Receiving Party shall comply with legal procedures and request that information be protected from public disclosure.

4.5 The Receiving Party gets written permission and approval from the Disclosing Party prior to disclosure of that Confidential Information.

5. Indemnification

The Receiving Party acknowledges that the disclosure or the use of Confidential Information that violate the terms of this agreement will cause an insurmountable amount of damage to the Disclosing Party.

5.1 If the Receiving Party or employees or the representative of the Receiving Party violates the terms of this agreement, the Disclosing Party has the right to terminate this agreement. The Receiving Party shall indemnify to the disclosure and/or the person authorized by the Confidential Information of the Disclosing Party within 30 (thirty) days from the date of receiving the notification letter issued by the Disclosing Party.

5.2 The Receiving Party agrees that the Disclosing Party has the right to request the court to render the order to the Receiving Party to suspend any actions considered violating the terms of this agreement and/or apply any temporary safeguards as the Disclosing Party deems appropriate. The Receiving Party will be responsible for all expenses that may cause.

5.3 If the Disclosing Party exercises its own legal right through court procedure as a result of the Receiving Party breaching term(s) of the agreement or the Disclosing Party has been damaged by such actions, the Receiving Party is responsible for all expenses incurred.

6. Miscellaneous

6.1 If the Disclosing Party suspects that the Receiving Party has violated the terms of this agreement, the Receiving Party must prove that the Receiving Party has not violated any terms of the agreement.

6.2 Disclosure of the Confidential Information of the Disclosing Party under this agreement does not imply that the Disclosing Party has authorized the Receiving Party to use

the patented works, copyrights, trademarks, or other commercial information from the Disclosing Party unless the Disclosing Party has a written agreement otherwise.

6.3 The Receiving Party shall keep the Confidential Information confidential for a period of .... (.......) years from the date of termination of this agreement unless the Disclosing Party is willing to retain the Confidential Information after which period. When the Disclosing Party notifies the Receiving Party in a written letter, the Receiving Party remains bound as long as the Confidential Information remains the confidentiality of the Disclosing Party.

This agreement is made in two copies with the same authentic text. The parties have read and reviewed the agreement in detail throughout and hereby signed it as an affidavit with the seal (if any). Each party retains one copy of the agreement.

Signature.................................. Disclosing Party   Signature .... Receiving Party

(..)   (..)

Position ....   Position ....

Signature ....Witness   Signature ....Witness

(..)   (..)

Non-Disclosure Agreement

This agreement has been entered into on the date of .... Month .... Year............... by and between **Naresuan University,** hereinafter referred to as "Disclosing Party," represented by........................ and.................................., hereinafter referred to as "Receiving Party, " a company registered as legal entity by Partnership and Company Registration Office whose address of headquarters is at .... Road .... Sub-district... District .... Province.............................., represented by..............................., the person authorized to sign the agreement as appeared in the certificate of the Partnership and Company Registration Office .... dated .... (and the power of attorney dated.....................)[1] attached to this agreement.[2]

The parties are bound by this agreement, which is numbered............................. and dated...............day, Month .... Year .... and understand that the Disclosing Party is the owner of the information related to .... The Disclosing Party intends to disclose such information to the Receiving Party, which shall be used for feasibility study of business.

1. Confidential Information

"Confidential Information" means any or all information or information of a third party, which the Disclosing Party or attorney of the Disclosing Party discloses to the Receiving Party. The Disclosing Party requires the Receiving Party treat such information confidentially, and/or as trade secrets, including works with the Disclosing Party. The Confidential Information also associates information that the Receiving Party acquires during the contractual term or working with the Disclosing Party, which relates to research results, and/or research projects. This includes, but is not limited to, processes, procedures, methods, computer programs (source code, program endpoints, executables, and databases used to connect with computer programs), sketches, prototypes, drawings, photographs, formula, techniques, product

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[1] and [2] The statement in this parenthesis is not in the case that the person has authority to sign the contract by himself/herself.

development, experimental data, technical information, trade information, business information which comprises marketing information, management, finance, business plans, product quantities, etc., customer information, employee information; and any other information related to research results and/or research projects.

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The Confidential Information that the Receiving Party acquires during the contractual term or working with the Disclosing Party, even if the Disclosing Party does not comply with the procedures described in the first paragraph, it shall be deemed that the Disclosing Party properly complies with the method of disclosure of the Confidential Information.

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must arrange for these persons to be bound by and comply with terms and conditions as set forth in this agreement.

3.2 The Confidential Information must solely be used to fulfill the purposes indicated in the agreement.

3.3 Retain any documents, records, or other objects containing the Confidential Information received in a secure location where an unauthorized person cannot access it and maintain the Confidential Information received similar to that of retaining the Receiving Party's own Confidential Information. However, it must not be less than the level that a reasonable person practices to retain his/her Confidential Information.

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5. Indemnification

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5.1 If the Receiving Party or employees or the representative of the Receiving Party violates the terms of this agreement, the Disclosing Party has the right to terminate this agreement. The Receiving Party shall indemnify to the disclosure and/or the person authorized by the Confidential Information of the Disclosing Party within 30 (thirty) days from the date of receiving the notification letter issued by the Disclosing Party.

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6.3 The Receiving Party shall keep the Confidential Information confidential for a period of .... (.......) years from the date of termination of this agreement unless the Disclosing Party is willing to retain the Confidential Information after which period. When the Disclosing Party notifies the Receiving Party in a written letter, the Receiving Party remains bound as long as the Confidential Information remains the confidentiality of the Disclosing Party.

This agreement is made in two copies with the same authentic text. The parties have read and reviewed the agreement in detail throughout and hereby signed it as an affidavit with the seal (if any). Each party retains one copy of the agreement.

Signature................................. Disclosing Party

(..................................)

Position ....

Signature .... Receiving Party

(..................................)

Position ....

Signature ....Witness

(..................................)

Signature ....Witness

(..................................)