# MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of , 202\_ by and between Patent 2 Product LTD, located at 139 Moo.7 T. NongKaew A. Hang Dong Chiang Mai, 50230 Thailand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (each a “Party” and, collectively, the “Parties”).

1. **Purpose.** The Parties hereto wish to explore a possible business relationship (collectively, the “Relationship”) in connection with which each Party (the “Disclosing Party”) has disclosed and/or may further disclose its Confidential Information (as defined below) to the other Party (the “Receiving Party”). This Agreement is intended to allow the Parties to discuss and evaluate the Relationship while protecting each Party’s Confidential Information against unauthorized use or disclosure.

# Definition of Confidential Information.

* 1. “Confidential Information” means any confidential information and/or proprietary information, regardless of the medium by which it is conveyed (including, without limitation, oral, written, graphic or machine-readable), that has commercial and economic value or other utility to the Disclosing Party, including, but not limited to, business information, technical information, commercial information, financial information, patent information, patent process information, proprietary manufacturing secrets, production and operations process, marketing strategy and information, product videos, product photos and drawing and intellectual property, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software(includingsourceandobjectcode),hardwareconfiguration,computerprograms,algorithms,businessplans, executive summaries, financial statements, financial condition, results of operations, projections, agreements with third parties, customers, prospects, consultants and employees of the Disclosing Party.
	2. Exceptions. Notwithstanding the above, “Confidential Information” shall not mean any information which:
		1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;
		2. was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
		3. was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party and by employees of the Receiving Party who have not had access totheConfidentialInformation,asdemonstratedbyfilescreatedatthetimeofsuchindependentdevelopment;
		4. becomes known to the Receiving Party from a source other than the Disclosing Party that to the knowledge of the Receiving Party is not in violation of the Disclosing Party’s rights under any confidentiality agreement; or
		5. is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

**Nondisclosure of Confidential Information.** The Parties each agree to use the Confidential Information disclosed to it by the other Party, or with respect to which it otherwise has access or becomes aware, solely for the purpose of carrying out discussions concerning, and, if the Parties enter into a Relationship, the undertaking of, the Relationship. Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to any person, other than its “Representatives”, defined as directors, officers, employees, affiliates, advisors (including, without limitation, attorneys, accountants, tax and financial advisors), consultants, representatives, potential financing sources and controlling persons to whom Confidential Information is disclosed who are required to have the information in order to carry out the discussions regarding the Relationship and/or the Relationship and who have been informed of the confidential nature of the Confidential Information and the obligations of this Agreement and who have an obligation (fiduciary, contractual or otherwise) to honor the confidentiality provisions of such agreement.

Each Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party that may come to the Receiving Party’s attention. Each Party will be responsible for a breach of the confidentiality provisions of this Agreement by its Representatives.

1. **Destruction of Materials.** Any materials or documents that have been furnished by one Party to the other in connection with the Relationship, as well as any other Confidential Information of the Disclosing Party, shall be promptly destroyed by the Receiving Party, accompanied by all copies of such documentation and derivative materials, within ten (10) days after the earlier of (a) the date the Relationship has been rejected or concluded or (b) the written request of the Disclosing Party. Notwithstanding the foregoing, The Receiving Party and its Representatives shall have the right to retain copies of the Confidential Information (including any notes or analyses thereon) to the extent (i) required to comply with legal or regulatory requirements or to demonstrate compliance with fiduciary duties or (ii) stored on routine backup systems; provided, however, that any such retained Confidential Information shall remain subject to the provisions of this Agreement.
2. **Non-solicitation.** Without the prior written consent of the other Party, no Party will solicit or cause to be solicited the employment of, any director, officer or key employee of the other Party to whom such other Party may be introduced or with whom such other Party otherwise had contact with as a result of its consideration of a Relationship; provided, however, that this non-solicitation provision shall not apply to: (i) the use of general solicitations not targeted at employees of the other Party or its affiliates or the employment of any person who responds to such solicitations; (ii) the use of search firms, or hiring of any persons solicited by such search firms, so long as such firms are not advised by the Party after the date hereof to solicit employees the other Party; or (iii) the hiring, employing or discussing of employment with any person who contacts the Party independently without any solicitation by the Party.
3. **Non-Disparagement**. Neither Party shall, at any time during the term of this Agreement and thereafter, make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party.
4. **No Commitment.** The Parties acknowledge and agree that each is actively involved in evaluating potential transactions and business opportunities with many parties and may at some point consider a transaction with another company in the same or similar field as the other Party. Subject only to the provisions herein regarding use and disclosure of the Confidential Information, nothing herein is to be construed to preclude either Party’s freedom at anytime to negotiate with, enter into any agreement or transaction with or perform services for any actual or potential competitor of the other Party. Further, nothing herein shall in any way require either Party to take any action to enter in any other agreement or transactions with the other Party.
5. **No Publicity.** Neither Party shall, without the prior consent of the other Party, disclose to any otherpersonthefactthatConfidentialInformationoftheotherPartymaynotbedisclosedunderthisAgreement,that discussions or negotiations are taking place between the Parties with respect to the Relationship or any other transactions, or any of the terms, conditions, status or other facts with respect thereto, except (i) as required by law andthenonlywithpriorwrittennoticeassoonaspossibletotheotherPartyor(ii)disclosureto Representatives.
6. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either Party, nor shall this Agreement grant either Party any rights in or to the other Party’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.
7. **Term.** The foregoing commitments of each Party shall survive any termination of the Relationship between the parties, and shall continue for twenty-four (24) months following the date of this Agreement or, if the parties enter into a Relationship, twenty-four (24) months following the termination of the Relationship.
8. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
9. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reachamutuallyagreeableandenforceablereplacementforsuchprovision,then(a)suchprovisionshallbeexcluded from this Agreement, (b) The balance of the Agreement shall be interpreted as if such provision were so excluded and

(c) The balance of the Agreement shall been force able in accordance with its terms.

1. **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of Thailand, without giving effect to principles of conflicts of law. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the appropriate courts in Thailand.
2. **Remedies.** The Parties each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The Parties each expressly agree that due to the unique nature of the Disclosing Party’s Confidential Information, monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, without the necessity of proving actual damages.
3. **Legal Proceedings; Notice.** If the Receiving Party becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) to make any disclosure that is prohibited or otherwise constrained by this Agreement, such Party will provide the Disclosing Party with prompt written notice of such legal proceedings so that the Disclosing Party may seek, at its own cost and expense, an appropriate protective order or other appropriate relief, or waive compliance with the provisions of this Agreement. In the absence of a protective order or receipt of such a waiver, the Party so compelled is permitted to disclose that portion (and only that portion) of the Confidential Information that they are legally compelled to disclose; provided, however, that any Party so compelled and their Representatives must use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any person to whom any Confidential Information is so disclosed. All notices which are given in connection with this Agreement shall be in writing and shall be sent to the address of the Party set out in the signature block of this Agreement or to such other address as the Parties may designate by notice given in accordance with this clause. Any such notice may be delivered personally or by first-class mail or facsimile transmission and shall be deemed to have been delivered if by personal delivery when delivered, if by first-class mail two (2) days after being deposited in mail,andifbyfacsimiletransmissionwhendispatchedsubjecttotheproductionbythesender’sfacsimilemachineof a successful transmission report.
4. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the Parties. Any amendment or waiver affected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.
5. **Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly canceled.
6. **Counterparts; E-mail & Facsimile Copies.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation on the party executing the same (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

 The Parties have executed this Mutual Nondisclosure Agreement as of the date first above written.

On behalf of Patent 2 Product LTD:

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

On behalf of [insert name]:

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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