This **Non-Disclosure Agreement** (this “Agreement”) is made on **TODAY’S DATE** in Bangkok, Thailand, by and between:

1. **HYPERTRADE CONSULTING CO.,LTD** a limited company duly registered under the laws of the Kingdom of Thailand, with principal office address at 538 Grand Building 3/F, Soi Ratchadapisek 26, Ratchadapisek Road, Samsenok, Huaykwang, Bangkok 10310,Thailand, represented herein by its authorized representative, Frederic Etienbled, (hereafter referred to as “**HPT**”); and
2. **COMPANY NAME, a corporation duly organized and existing under COUNTRY LAWS, with principal office address at CUSTOMER ADRESS, represented herein by its authorized representative, CEO NAME** , (hereafter referred to as “**Second Party**”).

The parties hereby agree as follows:

**1. DEFINITIONS**

In this Agreement, unless the context otherwise provides, terms shall have the meaning ascribed to them as follows:

* 1. “Applicable Law” means, with respect to any person, all international, national and local laws in force in the Kingdom of Thailand, and the rules, requirements, regulations, licenses, approvals, consents, permits, judgments, decrees, injunctions and writs of any Governmental Authority applicable to such person or its property or in respect of its operations.
	2. “Confidential Information” means any and all information, data, documents and materials, whether, recorded or oral, directly or indirectly relating to or in respect of HPT or any of its stockholders, including but not limited to HPT’s and/or its stockholders’ ownership structure, management policies, past, present and future businesses or activities as well as any other commercial, technical, marketing, operational, organizational, financial, accounting or other information pertaining to HPT, its stockholders or their business affiliates, disclosed or made available to Second Party or its Representatives (as the term is hereafter defined), in whatever form, whether tangible or intangible.
	3. “Governmental Authority” means any national, provincial, local or other government division of the Kingdom of Thailand, or any political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government of the Kingdom of Thailand, and any agency, instrumentality, subdivision, department, branch or successor of any of the foregoing.
	4. “Representatives” shall include Second Party’s affiliates and each of Second Party’s and its affiliates officers, employees, agents, representatives, (as well any independent third party such as but not limited to contractors, advisors and/or consultants), engaged by Second Party and/or its Representative(s) that will have access to or receive Confidential Information in accordance with the terms of this Agreement.
	5. “Permitted Purpose” means the disclosure of Confidential Information to Second Party and/or its Representatives in accordance with the terms of this Agreement solely and strictly in connection with Second Party’s and/or its Representative(s)’ discussions, negotiations, arrangement(s) and/or agreement(s) to be conducted with or to be entered into with HPT and/or any of its stockholders, in relation to the Transaction, (as the term is defined below).

1.6 “Transaction” means any and all arrangement(s) and/or agreement(s) which HPT may enter into with Second Party.

**2. NON-DISCLOSURE**

* 1. Second Party hereby agrees that it will not disclose at all times and it shall procure its Representatives not to disclose, directly or indirectly, at any time or under any circumstances, without the prior written consent of HPT, to any person other than HPT or its authorized representatives, any Confidential Information unless:
	2. the Confidential Information is generally and rightfully available to the public domain at the time of disclosure (or thereafter) other than by reason of breach of this Agreement by Second Party or its Representatives;
	3. the Confidential Information is required to be disclosed under Applicable Law or by any Governmental Authority, in which case HPT will be advised before the Confidential Information is disclosed, subject to Clause 2.3 hereof;
	4. the Confidential Information is disclosed to Second Party’s Representatives who need to know the Confidential Information solely for the Permitted Purpose; or
	5. the Confidential Information is known by Second Party before the date the information is disclosed by HPT, or is lawfully obtained by Second Party thereafter.
	6. Second Party shall use Confidential Information solely for the Permitted Purpose. In no case shall Second Party use Confidential Information for any other purpose or in any manner that may be detrimental or adverse to HPT or any of its stockholders, nor shall Second Party use any Confidential Information to unduly procure any commercial advantage over HPT and its stockholders, whether or not in furtherance of the Transaction. Second Party further agrees to be responsible for any breach of this Agreement by its Representatives and to take, at its sole expense, all reasonable measures, (including without limitation court proceedings), to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
	7. Subject to Clause 2.1 above, Second Party agrees to take all steps reasonably necessary to protect the secrecy and confidentiality of any Confidential Information, and to prevent any Confidential Information from becoming available to the public or into the possession of unauthorized persons.

Furthermore, if Second Party becomes subject to a bona fide requirement, (by deposition questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process), or legal or regulatory obligation to disclose any Confidential Information, or any part thereof, or any other matter required to be kept confidential herein, Second Party shall, to the extent legally permitted and reasonably practicable: (i) promptly notify HPT of the terms and circumstances of such requirement(s) so that HPT, (whether in behalf of itself, or any of the relevant stockholder(s)), may seek an appropriate protective order or waive compliance with this Agreement, and (ii) cause its Representatives to cooperate fully with HPT or any of its relevant stockholder(s)) in seeking a protective order or other assurance that confidential treatment will be accorded to the disclosed Confidential Information. If a protective order or other remedy is not or cannot be obtained in a timely manner and disclosure of Confidential Information or any other matter required to be kept confidential herein is required, Second Party shall, to the extent reasonably practicable, cause its Representatives to disclose only that portion of such information as is required under such legal process, and shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion which is being disclosed. In such event, neither Second Party nor its Representatives shall be considered or be held liable for such disclosure of Confidential Information.

* 1. Second Party acknowledges that the Confidential Information is proprietary in nature and ownership thereof shall remain with HPT and/or any of its relevant stockholder(s), whether or not the Transaction is consummated. Second Party will treat the Confidential Information with the utmost degree of confidentiality and care.
	2. Whenever so requested in writing by HPT, Second Party shall, at HPT’s option:
1. either immediately return to HPT or destroy all Confidential Information which is in a form capable of delivery or destruction, and all copies thereof which have been made by or on behalf of its Representatives, within fifteen (15) days from receipt of written demand to this effect by HPT;

(b) to the extent technically practicable, delete all Confidential Information from any computer, word processor or other device containing such information; and

(c) confirm in writing its compliance with this Clause 2.5.

**3. DAMAGES**

The parties acknowledge that disclosure or use of any Confidential Information in contravention of the provisions of this Agreement may cause harm to HPT and/or its stockholder(s), and that monetary damages would not be a sufficient remedy should Second Party or any of its Representatives breach this Agreement. HPT and/or its relevant stockholder(s) shall be entitled to pursue any remedy under law, like damages, injunctive relief, specific performance or other equitable relief and remedy for such breach without the requirement to establish the inadequacy of any of the other remedies available to it.

**4. AMENDMENTS**

This Agreement and the terms and conditions hereof may not be changed, discharged, amended, modified or altered, unless such change, discharge, amendment, modification or alteration is in writing and duly signed by the authorized representatives of the parties.

**5. ASSIGNMENT**

No party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

**6. SEVERABILITY**

If any clause or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by any Governmental Authority, the validity, legality and enforceability of the remainder of this Agreement shall not thereby be affected or impaired.

**7. WAIVERS**

No delay or failure by HPT, (whether in behalf of itself or its relevant stockholder(s)), to exercise any right or remedy accruing under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver or an acquiescence thereto, or of any breach or default thereafter occurring. Any waiver, permit, consent or approval of any kind must be in writing, signed by an authorized representative(s) of the party providing such waiver, permit, consent or approval, and shall be effective only to the extent specifically set forth therein. No waiver by HPT of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on future occasions unless and until such right, power or remedy has been waived by such party in accordance herewith.

**8. INDEMNITY**

Second Party hereby undertakes and covenants with, and promises to HPT and its stockholders, officers, directors, employees, advisors/consultants, other agents and representatives (“HPT’s Representatives”) that it will hold HPT and the HPT’s Representatives fully and effectively indemnified from and against all demands, claims, suits, losses liabilities, damages, costs and expenses which may be made or brought against them as a result of or arising from any material breach by Second Party or its Representatives of this Agreement.

**9. GOVERNING LAW**

This Agreement is for the benefit of HPT and its stockholders, and accordingly shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

**10. TERMINATION**

Second Party recognizes that there are certain Confidential Information, which by their very nature, remain inherently confidential even after the termination of this Agreement, (i.e., such as but not limited to HPT’s management policies, marketing and business strategies and its contracts). Accordingly, Second Party and its Representatives shall continuously treat said information as confidential and shall exert all efforts to prohibit their disclosure.

Notwithstanding the foregoing, the obligations of Second Party under this Agreement, (except those which survive termination such as but not limited to the obligation to treat strictly confidential certain proprietary information), shall terminate on the earlier of:

(a) twenty-four (24) months after complete return by Second Party and its Representatives of all Confidential Information to HPT, and/or complete destruction or permanent erasure of all copies of Confidential Information, pursuant to Clause 2.5 hereof; or

(b) the date on which the Confidential Information ceases to be confidential in nature, as defined under Applicable Laws, otherwise than as a result of a breach by Second Party or its Representatives of this Agreement.

**11. REPRESENTATIONS**

Both parties represent and warrant that they are authorized to enter into this Agreement, that they have taken all appropriate and necessary corporate and/or legal actions to authorize the execution, delivery and performance of this Agreement, and that this Agreement constitutes their legal, valid and binding obligations, enforceable against them in accordance with the terms hereof.

However, HPT and/or any of its stockholder(s) do not make any representation and warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information, and shall have no liability relating to or arising from any use or reliance upon of such Confidential Information in pursuit of the Transaction.

**12. MISCELLANEOUS**

All counterpart copies will constitute but one agreement with respect to the subject matter of this letter.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized representatives as of the date and at the place set forth above.

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| HPT: | **HYPERTRADE CONSULTING CO. LTD** |
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|  | Authorized Representative |
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| Second Party: | **COMPANY NAME** |
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|  | Authorized Representative |
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