

Non-Disclosure Agreement (NDA)

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into as of the date of signing by and between:

1. Disclosing Party: Smoke Crew Co., Ltd., a company registered under the laws of the Kingdom of Thailand, having its principal place of business at [Insert Address], hereinafter referred to as the "Disclosing Party."
2. Receiving Party: [Insert Full Name/Name of Entity], hereinafter referred to as the "Receiving Party."

The Disclosing Party and the Receiving Party are individually referred to as a "Party" and collectively as the "Parties."

1. Purpose of the Agreement

The Disclosing Party intends to provide the Receiving Party with certain confidential and proprietary information in connection with a potential transaction regarding the sale of the Disclosing Party's business (the "Purpose"). The Receiving Party agrees to use such information solely for evaluating and negotiating the potential transaction.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all non-public information disclosed by the Disclosing Party, including but not limited to:

- Financial details such as revenue, expenses, cost structures, profit margins, and pricing strategies;

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- The fact that the business is for sale and reasons for its sale;
- Terms and conditions of the proposed sale, including pricing, payment structures, and valuations;
- Business processes, trade secrets, and technological know-how;
- Equipment, machinery, and operational details;
- Any other information marked or deemed confidential by the Disclosing Party.

Confidential Information may be disclosed in written, oral, electronic, or any other form.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available without breach of this Agreement;
- Was already known to the Receiving Party before disclosure;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information;
- Is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party.

4. Obligations of the Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Confidential Information and not disclose it to any third party without prior written consent of the Disclosing Party;
- Use the Confidential Information solely for evaluating the potential transaction;
- Limit access to the Confidential Information to those employees, representatives, or advisors who need such access for the Purpose and ensure they are bound by confidentiality obligations;
- Not disclose or publicize the fact that discussions or negotiations are taking place or any details

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thereof.

5. Return or Destruction of Information

Upon request by the Disclosing Party, the Receiving Party must promptly return or destroy all Confidential Information, including any copies, summaries, or analyses derived from it.

6. Duration

The obligations of confidentiality under this Agreement shall remain in effect for a period of 5 years from the date of disclosure, regardless of whether the potential transaction is completed.

7. Legal Framework and Dispute Resolution

This Agreement is governed by the laws of the Kingdom of Thailand. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively in the competent courts of Thailand.

8. Remedies

In the event of a breach of this Agreement, the Disclosing Party is entitled to seek injunctive relief and any other remedies available under law to prevent further unauthorized disclosure.

9. Miscellaneous

- No Obligation to Proceed: This Agreement does not obligate either Party to enter into any transaction or agreement.
- Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.
- Entire Agreement: This Agreement constitutes the entire understanding between the Parties concerning the subject matter herein.

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10. Signatures

The Parties have executed this Agreement as of the date below.

Disclosing Party:

Smoke Crew Co., Ltd.

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party:

By: _____

Name: _____

Title: _____

Date: _____