

CONTRACT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is entered into as of **01.05.2025** (the "Effective Date") by and between **the Asian Institute** (the "Disclosing Party") and **ABC Organisation** (the "Receiving Party"), collectively referred to as the "Parties."

1. Purpose

[illegible]

2. Definition of Confidential Information

Confidential Information shall mean any data or information, oral or written, disclosed by the Asian Institute to ABC Organisation as of 01.05.2025, including but not limited to: - Information expressly marked as confidential; - Trade secrets, business plans, and technical data; - Any information the Receiving Party should reasonably consider confidential. The Receiving Party agrees to hold the Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating the potential business relationship between the parties and shall not use the Confidential Information for any other purpose without the prior written consent of the Disclosing Party. The Receiving Party shall take all reasonable measures to protect the Confidential Information from unauthorized disclosure or use, including but not limited to: - implementing and maintaining appropriate physical, technical, and administrative safeguards; - limiting access to the Confidential Information to those employees or agents who have a need to know the Confidential Information; - and - implementing and maintaining appropriate policies and procedures to prevent the unauthorized disclosure or use of the Confidential Information. The obligations of the Receiving Party under this Agreement shall survive the termination of this Agreement for a period of five (5) years. The obligations of the Receiving Party under this Agreement shall also survive the termination of this Agreement for a period of ten (10) years.

3. Obligations of Receiving Party

The Receiving Party agrees to hold the Confidential Information of the Asian Institute in strict confidence and not disclose such information to any third party without prior written consent from the Asian Institute. The Receiving Party shall use the Confidential Information solely for the purpose of the agreement and shall take all reasonable measures to protect the Confidential Information from

unauthorized disclosure or use. The Receiving Party shall promptly notify the Asian Institute in writing of any unauthorized disclosure or use of the Confidential Information and shall cooperate with the Asian Institute in any legal action taken by the Asian Institute to protect its Confidential Information. This obligation of confidentiality shall survive the termination of this Agreement. The Receiving Party acknowledges that any breach of this obligation of confidentiality may cause irreparable harm to the Asian Institute for which monetary damages may not be an adequate remedy. Accordingly, the Asian Institute shall be entitled to seek injunctive relief to enforce this obligation of confidentiality, in addition to any other remedies available at law or in equity. The Receiving Party agrees to indemnify and hold harmless the Asian Institute from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this obligation of confidentiality by the Receiving Party. This obligation of confidentiality shall survive the termination of this Agreement for a period of five (5) years from the date of disclosure of the Confidential Information.

4. Term

Term. This Agreement shall remain in effect for a period of one (1) year from the Effective Date of 01.05.2025, unless terminated earlier by mutual agreement. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease, except for those provisions that by their nature are intended to survive

termination. Notwithstanding the foregoing, the provisions of this Agreement that by their nature are intended to survive termination shall survive, including, but not limited to, the provisions relating to confidentiality, non-disclosure, and indemnification. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Term. This Agreement shall remain in effect for a period of one (1) year from the Effective Date of 01.05.2025, unless terminated earlier by mutual agreement.

5. Termination

Termination for Convenience: Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of termination for convenience, the terminating party shall be entitled to seek injunctive relief and any other remedies available at law or in equity. Upon termination for convenience, the receiving party shall immediately return or destroy all materials provided by the disclosing party and shall certify in writing to the disclosing party that such materials have been returned or destroyed. The obligations of confidentiality and non-disclosure set forth in this Agreement shall survive the termination of this Agreement for any reason. The receiving party shall not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement. The disclosing party shall not disclose the Confidential Information to any third party without the prior written consent of the receiving party. The obligations of confidentiality and non-disclosure set forth in this Agreement shall survive the termination of this Agreement for any reason. Upon termination for convenience, the receiving party shall immediately return or destroy all materials provided by the disclosing party and shall certify in writing to the disclosing party that such materials have been returned or destroyed. The obligations of confidentiality and non-disclosure set forth in this Agreement shall survive the termination of this Agreement for any reason. The receiving party shall not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement. The disclosing party shall not disclose the

Confidential Information to any third party without the prior written consent of the receiving party.

6. Non-Compete

The employee agrees that during the term of employment and for a period of [insert time frame] after the termination of employment, they will not engage in any activity that is competitive with the Asian Institute's business. This includes, but is not limited to, providing services or products that are similar to or in direct competition with the Asian Institute's services or products. The employee further agrees that they will not disclose any confidential information or trade secrets of the Asian Institute to any third party. The employee acknowledges that this non-compete clause is reasonable and necessary to protect the Asian Institute's legitimate business interests. The employee further agrees that any breach of this clause will result in irreparable harm to the Asian Institute and that the Asian Institute shall be entitled to seek injunctive relief and any other remedies available at law or in equity. This clause shall survive the termination of employment

7. Governing Law

The NDA shall be governed by and construed in accordance with the laws of the Country of Thailand, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or in connection with this Agreement shall be resolved exclusively in the courts of the Country of Thailand. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

8. Data Privacy

Confidential Information shall mean any and all information disclosed by ABC Organisation to the Asian Institute, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, but not be limited to, trade secrets, customer lists, financial information, business plans, marketing strategies, and any other information that is not generally known to the public. The Asian Institute agrees to hold the Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of ABC Organisation. The Asian Institute shall use the Confidential Information solely for the purpose of evaluating the potential business relationship between the parties and shall not use the Confidential Information for any other purpose without the prior written consent of ABC Organisation. The obligations of confidentiality and non-disclosure shall survive the termination or expiration of this Agreement and shall continue for a period of [insert number of years] years from the date of disclosure of the Confidential Information. The obligations of confidentiality and non-disclosure shall also apply to any information that becomes publicly available through no fault of the parties or that is rightfully obtained by the parties from a third party. The obligations of confidentiality and non-disclosure shall also apply to any information that is independently developed by the parties without reference to the Confidential Information.

Disclosing Party:

the Asian Institute

Signature:

Receiving Party:

ABC Organisation

Signature:

Name:

Title:

Date:

Name:

Title:

Date:
