

Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is made and entered into on [•] (the “**Effective Date**”) by and between:

- A. **MFEC PUBLIC COMPANY LIMITED**, a company incorporated under the laws of Thailand, having its principal place of business at 349 SJ Infinite One Business Complex Vibhavadi-Rangsit Road, Chompol, Chatujak, Bangkok 10900, Thailand (hereinafter referred to as the “**Disclosing Party**”), and
- B. [•], a company incorporated under the laws of [•] with its registered office at [•] (hereinafter referred to as the “**Receiving Party**”).

Collectively referred to hereinafter as the “**Parties**” and individually as “**Party**”.

Now therefore, in consideration of the mutual covenants and understandings hereinafter set forth, the Parties agree as follows:

1. Purpose

- 1.1 The Parties wish to engage in [•] (The “**Purpose**”).

2. Definition of Confidential Information

- 2.1 Confidential Information means any and all information of any kind, whether in written or electronic format, oral (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customers, potential customers, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing, employees and employee compensation finance, or which information is designated in writing to be confidential or proprietary (either prior to or following disclosure) or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
- 2.2 Confidential Information shall not, however, include any information which (i) is in the possession of the Receiving Party at the time of disclosure (as shown by the Receiving Party’s files and records immediately prior to the time of disclosure); or (ii) becomes part of the public knowledge or literature, not as a result of any improper inaction or action of the Receiving Party; or (iii) is subsequently disclosed to the Receiving Party from the Disclosing Party and having the legal right to make such disclosure; or (iv) is independently developed by the Receiving Party without use or reliance on any Confidential Information furnished by the Disclosing Party; or (v) is approved by the Disclosing Party, in writing, for release.

3. Non-Disclosure of Confidential Information

- 3.1 The Receiving Party hereby agree to use any Confidential Information of the Disclosing Party only for the Purpose. The Receiving Party hereby agree not to use and make any copies of any Confidential Information of the Disclosing Party for any purpose other than in connection with the Purpose or exercising the rights or performing the obligations under this Agreement. The Receiving Party shall not disclose or permit disclosure of any Confidential Information of the Disclosing Party to any third party, provided, however that each Party shall have the right to disclose the Confidential Information to its directors, officers, partners, managers, members, employees, advisors, agents and other representatives, including attorneys, accountants, actuaries, consultants and financial advisors (the “**Representatives**”) who need to know such Confidential

Information for the for the Purpose contemplated in this Agreement (it being understood that such Representatives shall have been advised of this Agreement and shall have agreed to be bound by the provisions hereof). Each of Party agree that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Disclosing Party to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information. Such measures shall include the highest degree of care that the Receiving Party utilises to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Any materials or documents containing Confidential Information which have been or may be furnished by one Party to the other hereunder or reproduced or developed by the Receiving Party based upon Confidential Information will be promptly returned to the Disclosing Party immediately upon such Disclosing Party's written request. Each Party will ensure compliance with this Agreement by such Party's Representatives.

3.2 The Receiving Party shall neither disclose the fact that discussions or negotiations are taking neither place between The Receiving Party nor the contents or status of such discussions or negotiations shall be disclosed by either Party to any third party.

3.3 Provided that the above paragraphs shall not apply to the extent that the Receiving Party is required to make any announcement or to disclose the Confidential Information by law or any governmental or quasi-governmental authority or pursuant to any regulation, rule or decision of any regulatory authority to which it is subject, provided that if the Receiving Party is so required, so far as it is practicable and permitted by law to do so, the Receiving Party will promptly notify the Disclosing Party of this requirement before making such announcement or disclosure, and will consult with such the Disclosing Party as to such requirement, and with a view to agreeing on the timing and content of such disclosure, and, at the Disclosing Party's expense, if requested by the Disclosing Party, to exercising all reasonable efforts to obtain assurance that the confidential treatment will be accorded to such portion of the Confidential Information.

4. Personal Data Protection

4.1 For the purposes of this Agreement, "Personal Data" refers to any information pertaining to an individual that enables the identification of such person, whether directly or indirectly. This definition aligns with the meaning ascribed in the Personal Data Protection Act, B.E. 2562 (2019), and encompasses royal decrees, ministerial regulations, rules, regulations, and notifications presently issued or that may be issued in the future under the said laws ("PDPA Law"). Personal Data includes, but is not limited to, the name, address, email, telephone number, and/or social security number of a person, as well as medical records and other data associated with individuals protected by the PDPA Law.

4.2 Both Parties therefore agree to determine the duties and responsibilities regarding the Personal Data as follows:

- (1) To comply with the relevant PDPA Law, including rules, regulations, notifications, and orders issued by authorities in all respects.
- (2) If deemed necessary, the data controller Party will arrange to obtain written consent from data subjects or the authorized person (as applicable) at the time of collecting Personal Data, for the purpose of processing the said data under this Agreement.
- (3) To provide appropriate administrative, technical, and physical security measures aimed at preventing loss, unlawful access, use, alteration, or disclosure of Personal Data.

- (4) To promptly inform the Disclosing Party in writing upon discovering events breaching the security measures.
- (5) To strictly maintain confidentiality of all Personal Data, refraining from disclosing, using, collecting, or processing any such data beyond what is necessary for the purpose of this Agreement, in accordance with the relevant PDPA Law.
- (6) To reasonably cooperate upon the Disclosing Party's request, facilitating the data controller's processing as required by data subjects or authorities in relation to data processing.
- (7) Not to retain the Personal Data disclosed by the Disclosing Party, whether in whole or in part, beyond the period informed to the data subjects or the period necessary to achieve the purpose of this Agreement. However, both Parties may retain the following Personal Data if: 1) necessary pursuant to laws or allowed by laws; or 2) when additional consent is obtained from data subjects; or 3) when entitled to keep the data pursuant to the terms of contracts each Party has with a third party, where data subjects grant consent.

5. Return or destruction of Confidential Information

Unless agreed otherwise, upon expiration/termination of this Agreement or, upon requested by the Disclosing Party at any time by notice in writing to the Receiving Party, the Receiving Party shall:

- (1) destroy, or return to the Disclosing Party, all documents, and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Information; or
- (2) erase all the Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form, and to the extent technically and legally practicable, erase all the Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and
- (3) certify in writing to the Disclosing Party that it has complied with the requirements of this Clause.

Notwithstanding the foregoing, the Receiving Party shall be entitled to retain copies of (i) all Confidential Information of the Disclosing Party in its legal files for use solely in connection with any litigation, arbitration or like action between The Receiving Party or involving one or both Parties related thereto; and (ii) any Confidential Information proposed or generated by it or any of its Representatives which is inextricably linked to information which is not Confidential Information or which the Receiving Party is required to retain by law or the applicable rules of any securities exchange or other market or reporting system under the applicable laws.

6. No Commitment

This Agreement shall not create a partnership, joint venture or relationship of trust or agency between the Parties. The Parties acknowledge that they are not under any legal obligation to enter into a definitive agreement with respect to the Purpose, except for the confidentiality matters set forth in this Agreement. Either Party may terminate the evaluations, discussions, and negotiations of the Purpose at any time, without having to give any reason for doing so.

7. No Rights Granted

CONFIDENTIAL



Nothing in this Agreement is intended to grant any rights under any patent, copyright, license or otherwise of either Party, nor shall this Agreement grant either Party any rights in or to the Disclosing Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Purpose.

8. No Warranty

Nothing All Confidential Information is provided "as is." The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information.

9. Term

The term of this Agreement will commence on the Effective Date and shall continue for a period of [•] years. The Receiving Party's obligations under this Agreement will survive termination of this Agreement and will continue for a period of [•] years after the termination of this Agreement. In the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, all confidentiality obligations shall continue for as long as such Confidential Information continues to constitute a trade secret.

1. Remain in full force and effect indefinitely

The confidentiality obligations under this Agreement shall remain in full force and effect indefinitely, notwithstanding the expiration or termination of this Agreement for any reason.

2. Shall survive termination or expiration

The confidentiality obligations shall survive the termination or expiration of this Agreement and shall continue to be binding on the parties.

3. Shall continue to be binding in perpetuity

The obligations of confidentiality under this Agreement shall continue to be binding in perpetuity, regardless of the termination or expiration of this Agreement.

4. Survive and remain binding forever

The obligations of confidentiality set forth herein shall survive the termination of this Agreement and shall remain binding forever, except as otherwise required by law.

5. Remain effective after termination

Notwithstanding any termination or expiration of this Agreement, the confidentiality obligations shall remain effective and enforceable.

6. Remain in full force post-termination

This confidentiality clause shall remain in full force and effect following the termination or expiration of this Agreement.

Remain in full force and effect for 2 years

The confidentiality obligations under this Agreement shall remain in full force and effect for a period of two (2) years following the expiration or termination of this Agreement for any reason.

Shall survive termination or expiration for 2 years

The confidentiality obligations shall survive the termination or expiration of this Agreement and shall continue to be binding on the parties for two (2) years thereafter.

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Commented [WR2]: หากสัญญาของลูกค้าระบุสัญญาแบบไม่มีกำหนดระยะเวลา ฝ่ายกฎหมายจะต้องทำการแก้ไข ให้มีกำหนดระยะเวลาครับ

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☐ Shall continue to be binding for 2 years

The obligations of confidentiality under this Agreement shall continue to be binding for a period of two (2) years after the termination or expiration of this Agreement.

☐ Survive and remain binding for 2 years

The obligations of confidentiality set forth herein shall survive the termination of this Agreement and shall remain binding for two (2) years, except as otherwise required by law.

☐ Remain effective for 2 years after termination

Notwithstanding any termination or expiration of this Agreement, the confidentiality obligations shall remain effective and enforceable for a period of two (2) years thereafter.

☐ Remain in full force for 2 years post-termination

This confidentiality clause shall remain in full force and effect for two (2) years following the termination or expiration of this Agreement.

10. Remedies

The Receiving Party acknowledges and agrees that any violation or threatened violation of this Agreement by the Receiving Party may cause the Disclosing Party irreparable injury, and expressly agrees that monetary damages could be inadequate to compensate the Disclosing Party for any breach of any covenant or agreement set forth herein. Accordingly, the Receiving Party and acknowledges that any such violation may cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the Disclosing Party shall, without limitation to, be entitled to seek injunctive relief against the threatened breach of the Agreement or the continuation of any such breach from the court of competent jurisdiction to the Receiving Party. The prevailing Party in any action enforcing this Agreement shall be entitled to recover reasonable attorney's fees and costs in addition to any other available relief together with all losses and damages arising therefrom.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Thailand without regard to its conflict of law provisions and the Parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of Thai courts.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause, with the seat of arbitration being Singapore, the Tribunal consisting of three arbitrators, and the language of the arbitration being English.

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12. Miscellaneous

12.1 Waiver

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance

with every provision of this Agreement. The rights and remedies of the Parties to this Agreement are cumulative and not exclusive of any rights or remedies provided by law."

12.2 Assignment

No Party shall assign, transfer, or otherwise dispose of this Agreement or any of its rights, interest, or obligations hereunder without the prior written consent of the Disclosing Party.

12.3 Severability

If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

12.4 Entire Agreement

This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes, cancels, and annuls all prior or contemporaneous negotiations and communications.

12.5 Amendment

This Agreement shall not be amended except in writing and signed by the Parties.

12.6 Non-Competition Clause

The Parties agree that neither Party shall engage in, or be involved in any manner, whether directly or indirectly, in any business that competes with the business of the other Party, during the term of this Agreement and for a period of [●] years following the termination of this Agreement, whether as an owner, shareholder, director, employee, consultant, or in any other capacity, within the territory of [●], which is considered the business operation area of the other Party.

In the event of a breach of this provision, the breaching Party agrees that the non-breaching Party shall be entitled to claim for all actual damages resulting from such breach.

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เข้ามา ฝ่ายกฎหมายจะต้องทำการตัดออกครับ

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date herein above stated.

MFEC Public Company Limited

[●]

By:

Name: Mr. Thanakorn Charlee

Title: Chief Operating officer

By:

Name: [●]

Title: [●]

Witness

Witness

CONFIDENTIAL



By:
Name: [•]
Title: [•]

By:
Name: [•]
Title: [•]