CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into as of [•] by and between Gulf Energy Development Company Limited, a limited company incorporated under the laws of Thailand, having its registered office at 11th Floor, M. Thai Tower, All Seasons Place, 87 Wireless Road, Lumpini, Pathumwan, Bangkok; and[•], a limited company incorporated under the laws of Thailand, having its registered office at [•].

The parties desire to discuss and evaluate a potential business relationship between the parties relating to [•]. In connection with such discussions and evaluations, each party ("Disclosing Party") expects and intends to provide Confidential Information (as defined below) to the other party ("Recipient").

In consideration of each party furnishing the other with Confidential Information, each party agrees to the following:

1. “Confidential Information” means any and all non-public information, know-how, data, designs, plans, specifications, structures, documents, trade secrets, ideas, concepts, products, processes, prototypes, formulas, works in progress, systems, technologies, manufacturing or marketing techniques, chemistries, chemistry coatings together with the associated technology and methods for the application of those coatings on material substrates, business or financial information and other confidential and proprietary information of Disclosing Party, whether in oral, written or any other form, whether acquired from Disclosing Party or by inspection of the property or facilities of Disclosing Party.
2. Each party as a Recipient shall maintain the Confidential Information as strictly confidential and secret under all circumstances. Recipient shall not disclose or cause the disclosure of any of the Confidential Information to any third person or entity for any purpose at any time and shall undertake all steps reasonably necessary to prevent such disclosure. Recipient shall only disclose such Confidential Information to those employees of Recipient who have a specific need to use such information in evaluating or conducting the business relationship between Recipient and Disclosing Party. Recipient shall advise all employees to whom Recipient discloses any Confidential Information of the existence and scope of this Agreement and cause such employees to be subject to legally binding nondisclosure restrictions which are at least as restrictive as the terms of this Agreement. Each party shall be responsible and liable to the other for any breach of this Agreement by any of its respective agents, subcontractors or employees.
3. Recipient shall use the Confidential Information only for the limited purpose of evaluating or conducting a business relationship with Disclosing Party and not for any other use or purpose. If the parties do enter into a business relationship, then the provisions of this Agreement shall apply to the disclosure of information during the course of that relationship unless the parties expressly agree otherwise in writing.
4. Recipient shall not copy or otherwise reproduce in any media any part of the Confidential Information for any purpose without the prior written authorization of Disclosing Party.
5. Disclosing Party shall not be under any obligation to provide any particular Confidential Information to Recipient and no such obligation shall be inferred.
6. Where possible, the Disclosing Party shall endeavor to indicate Confidential Information supplied under this agreement as “Confidential.” However, the failure to designate a particular disclosure as “Confidential” shall not be construed as a waiver of the protections of this Agreement.
7. Recipient shall not disclose any Confidential Information to any new parent companies, subsidiaries, affiliates, successors, or other companies that become related to Recipient after the execution of this agreement, unless it has first given Disclosing Party 45 days written notice of the identity of such company; if the Disclosing Party objects in writing, Recipient shall not disclose any Confidential Information to the newly related company. This Agreement shall be binding upon Recipient's subsidiaries, affiliates, officers, directors, employees, shareholders, owners, agents, representatives, successors and assigns. Recipient acknowledges that its undertakings in this Agreement apply to information disclosed by any of Disclosing Party’s affiliated companies, and that any of these companies may enforce this Agreement.
8. The confidentiality restrictions of this Agreement shall not apply to information which: (i) is or becomes generally available to the public other than as a result of a breach of this Agreement; (ii) is lawfully received by Recipient from third parties subject to no restriction of confidentiality; (iii) is specifically approved for public release by the prior written authorization of Disclosing Party; (iv) is properly and lawfully known by Recipient before disclosure by the disclosing party (as demonstrated by written evidence); (v) is developed by or on behalf of Recipient independent of any Confidential Information received under this Agreement (as demonstrated by written evidence); or (vi) is required to be disclosed pursuant to a government agency data request, subpoena or court order.
9. Upon the written request of Disclosing Party at any time, Recipient shall immediately return to Disclosing Party all written Confidential Information, and all copies or reproductions thereof without retaining any copies or reproductions.
10. Nothing in this Agreement shall constitute a partnership or a joint venture or the grant of a license between Recipient and Disclosing Party. Any disclosure of Confidential Information by Disclosing Party hereunder shall not be deemed a public use or disclosure, or sale or offer for sale, of any product, process, system, technology or service of Disclosing Party.
11. The duties under this Confidentiality Agreement shall survive the termination of any discussions, evaluations or negotiations between the parties. Any Confidential Information disclosed under this Agreement must be kept secret for 5 years from the date of first disclosure of that particular Confidential Information to Recipient.
12. This Agreement sets forth the entire agreement relating to its subject matter and shall supersede any prior discussions, understandings and agreements. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
13. This Agreement shall be governed by the laws of Thailand. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Thai court.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above.

For and on behalf of

**Gulf Energy Development Company Limited**

By: By:

Printed Printed

Name: Name:

Title: Title:

For and on behalf of

[•]

By: By:

Printed Printed

Name: Name:

Title: Title: