

Non Disclosure Agreement : NDA

This Non-Disclosure Agreement ("Agreement") is made and entered into onat..... by and between: The Thai Red Cross Society, represented by ("**Disclosing Party**") and, a company duly incorporated under the laws of Thailand with its registered office at.....; or in the case of an individual,with an address at ("**Receiving Party**")

BOTH PARTIES AGREE AS FOLLOWS:

1. In reference to the agreement entered into by the parties whereby the Receiving Party may be appointed to provide services to the Disclosing Party (hereinafter referred to as the "**Services**"), and in connection therewith the Receiving Party may receive certain information from the Disclosing Party that is related or incidental to the Services, the Receiving Party agrees to maintain the said information as Confidential Information.
2. "**Confidential Information**" as used in this Agreement shall include all information related or incidental to the Services, regardless of form or whether normally considered confidential, that has been created, prepared, or developed by the Disclosing Party prior to or during the term of this Agreement, and shall include any such information that may be created in the future.
3. The Receiving Party, including its directors, employees, officers, agents, affiliates, and consultants (collectively referred to as "**Representatives**"), agrees to maintain the Confidential Information as confidential and shall not disclose any part or all of the Confidential Information to any third party without the prior written consent of the Disclosing Party.
4. The Receiving Party agrees and acknowledges that the Confidential Information shall be used solely for the purpose of performing the Services, and disclosure of the Confidential Information to the Receiving Party's Representatives shall be limited to those Representatives who have a need-to-know basis. Prior to disclosing the Confidential Information to its Representatives, the Receiving Party agrees to inform its Representatives that such information is confidential and to ensure that its Representatives maintain the confidentiality of such information and comply with the requirements of Clause 3 above.

Any failure by the Receiving Party's Representatives to comply with this Agreement shall be deemed a breach of this Agreement by the Receiving Party.

5. In the event that the Receiving Party is required to disclose Confidential Information pursuant to applicable laws (except in cases of compliance with court orders or regulatory bodies), the Receiving Party agrees to notify the Disclosing Party in writing in advance to determine the appropriate course of action for disclosing such Confidential Information. If such determined course of action is not feasible, the Receiving Party agrees to disclose only the portion of Confidential Information that is required to be disclosed and will use its best efforts to comply with the terms of this Agreement. Furthermore, the Receiving Party shall immediately notify the Disclosing Party in writing if it becomes aware of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement, and shall cooperate in any efforts to prevent or mitigate such unauthorized use or disclosure.
6. The obligations to maintain confidentiality under this Agreement shall not apply to information that:
 - (a) has become public knowledge without fault on the part of the Disclosing Party or its Representatives;
 - (b) was known to the Receiving Party prior to the date of this Agreement and was not subject to confidentiality obligations;
 - (c) is received by the Receiving Party from a third party without breach of any confidentiality obligations owed to the Disclosing Party;
 - (d) is developed by the Receiving Party independently without use of the Confidential Information; or
 - (e) is authorized in writing to be used or disclosed by the Disclosing Party.
7. The Confidential Information remains the property of the Disclosing Party. Upon written request from the Disclosing Party, the Receiving Party shall immediately return or destroy the Confidential Information as directed by the Disclosing Party, including all copies of documents or electronically stored information.
8. The Receiving Party acknowledges and agrees that monetary damages may not be sufficient to remedy any breach of this Agreement, and the Receiving Party may be subject to injunctive or other equitable relief, as deemed appropriate by a court of law or other governing authority, to remedy any breach or threatened breach of this Agreement

9. This Agreement may be terminated:

- (a) by the expiry of 5 years commencing from the date of this Agreement;
- (b) by mutual written agreement between the parties; or
- (c) on the date a separate agreement related to the Services is executed and contains confidentiality provisions.

In the event of termination under (a) or (b) above, the rights and obligations of the parties shall continue for a period of years from the date of termination.

10. This Agreement is executed in two original copies, each party retaining one copy.

11. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand. Any disputes arising from this Agreement shall be resolved through the courts of competent jurisdiction in the Kingdom of Thailand.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signature: Receiving Party

By:Authorized Representative
(in case of a juristic person)

Signature: Disclosing Party

Signature: Witness

Signature: Witness