

Sample Non-Disclosure Agreement

****Warning****: This document is a general template and should not be used directly without consulting a lawyer. The non-disclosure agreement should be tailored to suit the specific needs of each situation.

1. Parties

This agreement is made on [contract date] between:

Disclosing Party: [Name of Disclosing Party] ("Discloser")

Receiving Party: [Name of Receiving Party] ("Recipient")

2. Purpose

For the purpose of [specify the purpose of information disclosure, e.g., evaluating business opportunities, contract negotiations, etc.] ("Purpose")

3. Definition of Confidential Information

"Confidential Information" means any information disclosed by the Discloser to the Recipient, whether orally, in writing, or by any other means, including but not limited to:

- Business, financial, technical, and operational information
- Business plans, strategies, and projections
- Details of customers, suppliers, and business partners
- Research and development information, formulas, and manufacturing processes
- Software, source code, and product designs
- Any other information designated as confidential or that should be treated as confidential due to its nature

4. Exclusions from Confidential Information

The following information shall not be considered Confidential Information under this agreement:

- 4.1 Information that is generally known to the public at the time of disclosure
- 4.2 Information known to the Recipient prior to disclosure by the Discloser
- 4.3 Information lawfully received from a third party without any obligation of confidentiality
- 4.4 Information independently developed by the Recipient without use of the Discloser's Confidential Information

5. Confidentiality Obligations

5.1 The Recipient agrees to:

- a) Maintain strict confidentiality of the Confidential Information
- b) Use the Confidential Information solely for the specified Purpose
- c) Not disclose Confidential Information to any third party without written consent from the Discloser
- d) Limit access to Confidential Information to employees, agents, or advisors who need to know for the specified Purpose

5.2 The Recipient shall implement appropriate safeguards to prevent unauthorized disclosure, use, or copying of the Confidential Information

6. Return or Destruction of Confidential Information

Upon completion of the Purpose or at the Discloser's request, the Recipient shall:

- a) Return all Confidential Information and any copies to the Discloser, or
- b) Destroy all Confidential Information and certify in writing that it has been destroyed

7. Term of Agreement

7.1 This agreement is effective from the date of signing and shall remain in effect for [number of years] years

7.2 The confidentiality obligations shall survive for [number of years] years after the termination of this agreement

8. No Grant of Rights or Licenses

The disclosure of Confidential Information under this agreement does not grant any rights or licenses to the Recipient in the Discloser's intellectual property

9. Remedies

The Recipient acknowledges that a breach of this agreement may cause irreparable harm, and the Discloser shall be entitled to seek injunctive relief or specific performance, in addition to other legal remedies

10. Governing Law and Jurisdiction

This agreement is governed by and interpreted in accordance with Thai law. Any disputes arising from or in connection with this agreement shall be subject to the jurisdiction of Thai courts

11. General Provisions

11.1 This agreement constitutes the entire agreement between the parties regarding the subject matter herein

11.2 Any amendments to this agreement shall be effective only if made in writing and signed by both parties

11.3 If any provision of this agreement is found to be invalid or unenforceable, it shall be severed from the agreement without affecting the validity of the remaining provisions

Both parties have read and understood the contents of this agreement in detail and have signed it as evidence.

Signed: _____ (Discloser)

Date: _____

Signed: _____ (Recipient)

Date: _____