**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made on MMM-DD-YYYY.

BETWEEN

**1. CUEL Limited,** having its place of business at 9th Floor, SCB Park Plaza, West Tower II, 18 Ratchadapisek Road, Chatuchak, Bangkok 10900, Thailand (hereinafter referred to as “CUEL”)

AND

**2. \_\_\_\_SUPPLIER’S NAME\_\_\_\_\_\_\_** having its place of business at **\_\_\_SUPPLIER’S ADDRESS\_\_\_\_\_\_\_**

(hereinafter referred to as “Vendor”)

Collectively referred to as the "Parties".

It is understood and agreed to that the Vendor may wish to have access to certain information, both written and oral, which has been disclosed by, or on behalf of “CUEL”, that may be considered to be confidential, proprietary and valuable, with respect to Request for Proposal (“RFP”) process for the provision of materials and services. To ensure the protection of such information and prevent any such information from becoming available to any unauthorized person or persons, hereinafter referred to as "Third Party", the Parties hereby agrees as follows:

1. The information consisting of all technical, business or other information, including, but not limited to, all trade secrets, copyrighted materials, software (including, without limitation, programs, specifications, applications, routines, subroutines, techniques and formulae), data, concepts, inventions, processes, know-how, technology, documents, material and intellectual and tangible work product, hereinafter referred to as "Confidential Information", remains the exclusive property of CUEL.

2. Vendor shall maintain the Confidential Information in strict confidence and not use such information other than in the course of the Vendor’ s assignment with CUEL, evaluation of potential business, or investment relationships.

3. Vendor shall not divulge, unless to person designated or approved in writing by CUEL, any information as described above and shall take responsible steps to prevent such information from becoming available to any unauthorized person. Vendor shall not allow any Third Party to peruse, reproduce, copy or use any such information except as is strictly necessary in accordance with the requirements of CUEL.

4. Vendor’s obligation under this Agreement will take effect on the date when it is signed and will remain in force until the discussions and/or negotiations end with a contract including the present confidentiality provisions. Should the parties fail to enter into a contractual relationship following the exchange of information, the present agreement will remain in force so long as the information has not come into the public domain.

5. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that CUEL shall be entitled to preliminary and permanent injunctive and other equitable relief to prevent, discontinue, restrain the breach of this Agreement, and other remedies available at laws.

6. This Agreement shall be governed and construed in accordance with the Thai laws. Any dispute arising out of or in connection with this Agreement shall be referred to the competent court of the Kingdom of Thailand.

AS WITNESS WHEREOF, vendor has caused this Agreement to be executed in duplicate original at the places and on the date indicated below.

**SUPPLIER’S COMPANY NAME**

Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Position: **(Shall be “supplier company authorized person + company stamp/logo”)**

City:

Date: