



16'96 CONCEPTS

1/173 THAMAIN BAYAN STREET | HLAING THARYAR T/W
YANGON | MYANMAR

09 7 6666 1696

NON-DISCLOSURE AGREEMENT

DATE

December 20, 2018

PARTIES

1. 16'96 Concepts, Co., Ltd, a company incorporated in [Myanmar], 107104712 having its registered office at 1/173 Thamain Bayan Street, Hlaing Tharyar Township, Yangon (the "**Discloser**"); and
2. Company Name/ Recipient Name of having its principal place of business at Company Address / Recipient Address (the "**Recipient**").

AGREEMENT

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"**Agreement**" means this agreement, and any amendments to this agreement from time to time;

"**Discloser Confidential Information**" means:

- (a) any information disclosed by [or on behalf of the Discloser to the Recipient [during the Term] OR [at any time before the termination of this Agreement] (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked [or described] as "confidential" or should have been understood by the Recipient (acting reasonably) to be confidential; and

2. Term

2.1 This Agreement shall come into force upon the Effective Date.

2.2 This Agreement shall continue in force [indefinitely], subject to termination in accordance with other provision of this Agreement.

3. Recipient's confidentiality obligations

3.1 The Recipient must:

- (a) keep the Discloser Confidential Information strictly confidential;
- (b) not disclose the Discloser Confidential Information to any person without the Discloser's prior written consent, and then only under conditions of confidentiality approved in writing by the Discloser;
- (c) act in good faith at all times in relation to the Discloser Confidential Information; and
- (d) not use any of the Discloser Confidential Information for any purpose other than a specified purpose by the Discloser.



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4. Warranties

- 4.1 The Discloser warrants to the Recipient that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 4.2 The Recipient warrants to the Discloser that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 4.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

5. General

- 5.1 No breach of any provision of this Agreement shall be waived except with the expressed written consent of the party not in breach.
- 5.2 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 5.3 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 5.4 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 5.5 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 5.6 This Agreement shall be governed by and construed in accordance Myanmar law.
- 5.7 The courts of Myanmar shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY [Kimiko] on [December 20, 2018], the Discloser, as the [CEO of 16'96 Concepts Co., Ltd.] duly authorized for and on behalf of the Discloser:

Kimiko
.....

SIGNED BY [Recipient Name] on [Date of Execution], the Recipient, as the [Job Title, Self-Employed/ Freelance], duly authorized for and on behalf of the Recipient:

.....