



NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is made and entered into as of July 4th, 2024, by and between:

Toolbase AI Private Limited ("Company"), a company incorporated and existing under the laws of Singapore & Thailand, with its principal place of business located at 2 Venture Dr, #19-21, Singapore, 608526,

and

NOPPOL LIENGBOONCHU ("Contractor"), born on 17/06/1996, residing at 88 Chan 16 yak 12 Thungwaddon, Sathorn, BKK 10120, holding Passport Number AC3996160.

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which Discloser is engaged.

2. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing

Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement.

3. Time Periods

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

4. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.

5. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

6. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

7. Waiver


The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

8. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of either Singapore or Thailand, depending on the locale of business activities, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the day and year first above written.

Toolbase AI Private Limited

By:  _____

Name: Donald Gray

Title: CEO

Contractor

By:  _____

Name: NOPPOL LIENGBOONCHU