

CONFIDENTIALITY AGREEMENT (FOR COMPANY)

This agreement on confidentiality of the data purchased is entered into between the Department of Mineral Fuels (the DMF) and _____ (the client) with the terms and conditions as follows:

1. The client is granted a non-exclusive and non-transferable license to utilize the seismic and well data (the data) under the terms and conditions stipulated herein.
2. Title, copyright and all other proprietary rights in the data, in whole or in part, shall remain with the DMF and the DMF may enter into agreements with other parties to permit usage of the data.
3. The client shall not disclose, sell, transfer, or otherwise make the data available to others other than full-time employees and authorized agents who are duly assigned to evaluate such data on the client's behalf.
4. The client shall take reasonable and proper measures to ensure that the data are not disclosed, duplicated, or made accessible, in whole or in part, for the use of others.
5. The client shall be responsible and liable for breach of item 3 and item 4 of this agreement.
6. The client agrees that the DMF cannot be held responsible for the quality of the data as it depends on the quality of the original data the DMF has obtained.
7. This agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand, and any disputes arising under this agreement shall be referred to the Thai courts.
8. This agreement shall take effect upon signing of the parties (effective date).

Department of Mineral Fuels By

Name _____

Position _____

Signature _____ Date _____

Client By

Name _____

Position _____

Signature _____ Date _____

Address _____
