

APPLICATION FORM FOR EXCLUSIVE DISTRIBUTOR / SUB-DISTRIBUTOR

Further to the processing of Applicants worldwide to be the exclusive distributor / sub-distributors which you have to fill up Non-Disclosure Agreement (NDA) and Application form, also send enclose with the additional document such as the **Company Registration Certificate, your Company Profile and your copy passport** so you have to complete document either by fax or email otherwise we will not send to submission due to your document have not completed.

1. Company Name: _____
Address: _____
Office: _____ Tel: _____ Fax: _____
Factory: _____ Tel: _____ Fax: _____
Email: _____
Website: _____
2. Established: (Year) _____ Exporting from: (Year) _____
3. Registered capital: _____
4. Company Registered No. _____ Registered Date: _____
5. Share holder: _____ person(s). Capacity per Year: _____
6. Authorized director:
a) Name: _____ Position: _____
b) Name: _____ Position: _____
7. Number of employee: _____
8. Business type: _____ Product or Service: _____
9. Main Market: _____

Year	Product	Sale value	Markets

10. Which country requested to be the distributor: _____
11. We would be confirmed for all state of company's information must be strictly confidential and it will be usable for the distributorship only.

Signature/Stamp:

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FR01-045 Rev.03

ELIDE FIRE®

THE TRADEMARK OWNER, MANUFACTURER

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Non-Disclosure Agreement (NDA)

This Nondisclosure Agreement ("Agreement") is made and entered into as of the last date signed below (the "Effective Date") by and between ELIDE FIRE BALL PRO CO., LTD. ("ELP") and the Receiving Party Name named below ("Receiving Party").

WHEREAS ELP and Receiving Party (each, a "Party" and together, the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers being proprietary and confidential to itself;

Therefore, the parties agree as follows:

1. For the purposes of this Agreement, "Confidential Information" shall mean any non-public information, whether written, electronic, or oral, disclosed by the Disclosing Party to the Receiving Party, including but not limited to personnel, suppliers, customers, product designs, inventions, processes, methods, patent applications, specifications, drawings, sketches, prototypes, tools, computer programs, technical information, business plan, manufacturing processes, trade secrets, intellectual property, pricing strategies, and other proprietary information of ELP or Mr. Phanawatnan (Woradech) Kaimart (all mentioned, hereinafter referred to as ELP's property).
2. With respect to all Confidential Information disclosed hereunder, Receiving Party agrees that from and after the date of this Agreement, Receiving Party shall not:
 - a. use the Confidential Information except for purposes of its business relationship with ELP (the "Authorized Purpose"); or
 - b. disclose the Confidential Information to any third party except: (i) for directors, officers, managers, employees, consultants, contractors, and professional advisors of Recipient (collectively its "Representatives") who need to know the Confidential Information for the Authorized Purpose and who are subject to an existing obligation to, or enter into an agreement with, Recipient not to disclose Confidential Information; and (ii) as may be authorized in writing in advance by an authorized officer of ELP.
3. Receiving Party acknowledges that the "fire extinguishing balls" technology has been patented at the Thailand Patent Office and the United States under the Patent Cooperation Treaty (PCT) and WIPO Copyrights Treaty (WCT). The WIPO Copyright Treaty (WCT) is a special agreement under the Berne Convention concerning the protection of works and the rights of authors that are COPYRIGHT IN NON-PATENT LITERATURE CITED BY INTERNATIONAL SEARCHING AUTHORITIES.

The invention patent is protected worldwide, by World Intellectual Property Organization (WIPO) by Creative Literature Fire extinguishing ball, International Publication No. WO 2004/014489 Date 19 FEB 2004 and Creative Literature Fire extinguishing ball 2 published by International Publication No. WO 2008/150265 Date 11 DEC 2008 created by Mr. Woradech Kaimart and now changed his name to Mr. Phanawatnan Kaimart is still alive and protected by the Bern Convention empowering countries to allow the use of copyrighted works.

Commercial use regarding the Fire Extinguishing Ball Invention which affects the legitimate interests of the copyright owner of the creator, Mr. Woradech Kaimart, (Mr. Phanawatnan Kaimart), and attempts to imitate Literary copyright Fire extinguishing ball and Fire extinguishing ball 2 without the author's permission are prohibited. The copyright lasts for the life of the creator and continues for another 50 years after the creator of this copyright passes away.

4. Receiving Party shall require its Representatives who receive any Confidential Information to comply with the terms and conditions of this Agreement and Receiving Party shall be responsible for their compliance herewith. Receiving Party shall use at least the same degree of care to protect the confidentiality and ensure the proper use of the Confidential Information as Receiving Party uses with respect to its information of a similar kind or nature, but in no event less than reasonable care.

5. ELP grants no rights in or to the Confidential Information. All Confidential Information shall remain the sole property of ELP. 5. No contract or agreement providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Agreement.

6. Any provision to the contrary notwithstanding, Receiving Party's obligations under this Agreement are subject to any disclosure requirement of law, regulation or legal process, but only to the extent of such requirement. Receiving Party shall promptly notify ELP of any such requirement, cooperate fully with ELP's requests to prevent or minimize the effect of such disclosure, and make all reasonable efforts to have such disclosures placed under a protective order or otherwise obtain confidential treatment of the Confidential Information.

7. No contract or agreement providing for any transaction or any commitment to enter into a transaction shall be deemed to exist by reason of this Agreement.

8. THE CONFIDENTIAL INFORMATION IS DISCLOSED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTEE, OR INDUCEMENT OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF COMPLETENESS, ACCURACY, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR PURPOSE.

9. Upon ELP's written request, Receiving Party shall promptly: (i) deliver to ELP and cease to use all Confidential Information in Receiving Party's (including its Representatives') possession, custody, or control; or (ii) destroy the same and delete all electronic records containing the Confidential Information, provided that ELP may require Receiving Party to certify in writing such destruction and deletion.

10. Receiving Party agrees that monetary damages would not be a sufficient remedy for a breach of this Agreement and that, in addition to all other remedies, ELP shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach.

11. This Agreement sets forth the complete and exclusive statement of the parties' agreement with respect to the subject matter hereof. This Agreement may not be waived or modified except pursuant to a written agreement signed by the parties. Any waiver or forbearance on one occasion shall have no effect on any other occasion.

12. Any provision hereof which is found to be unenforceable or contrary to applicable law shall be deemed stricken from this Agreement and the other terms and conditions hereof shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties and their respective successors and assigns. Receiving Party's obligations under this Agreement shall survive any termination hereof.

14. This Agreement shall be governed by the laws of Thailand (excluding its conflicts-of-laws principles). The parties consent to the jurisdiction of the courts situated in Bangkok, Thailand. In addition, this agreement is enforced by the signatories under the Trade Secret Act B.E. 2545, Copyright Act B.E. 2537, and Trademark Act B.E. 2534, Kingdom of Thailand or the Trade Secrets Act of the United States or the State of California.

The parties have thoroughly read, understood the contents, and agree to comply with this agreement in all respects.

RECEIVING PARTY: I agreed and accepted a non-disclose agreements	DISCLOSING PARTY: Elide Fireball Pro Co., Ltd.
Signature..... Name-Surname..... Position: Company: Date:	Signature..... Name-Surname..... Position: Company: Elide Fireball Pro Co., Ltd., Date:
Witness: Signature..... Name-Surname..... Date:	Witness: Signature..... Name-Surname..... Date: