

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "**Agreement**") is dated

Parties

1. **FULL COMPANY NAME (COMPANY NUMBER)** a company incorporated under the laws of the **Country**, together with its subsidiaries, affiliates, and Representatives whose registered address is **Full Official Registered Address Including ZIP & Country** (the "**Party A**"); and
2. **FULL COMPANY NAME (COMPANY NUMBER)** a company incorporated under the laws of the **Country**, together with its subsidiaries, affiliates, and Representatives whose registered address is **Full Official Registered Address Including ZIP & Country** (the "**Party B**").

Collectively referred to as the "Parties" or individually as a "Party".

Background

- A. Each Party wishes to disclose to the other Party Confidential Information in relation to the Purpose. Each Party wishes to ensure that the other Party maintains the confidentiality of its Confidentiality Information.
- B. In consideration of the benefits to the Parties of the disclosure of the Confidential Information, the Parties have agreed to comply with the following terms in connection with the use of disclosure of Confidential Information.

Agreed Terms

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Singapore are open for business.

Confidential Information: all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by a Party or its Representatives to the other Party and that Party's Representatives after the date of this Agreement, including but not limited to:

- a. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- b. the existence and terms of this Agreement;

- c. any information that would be regarded as confidential by a reasonable business person relating to:
 - i. the business, affairs, customers, clients, partners, suppliers, consultants, strategies, business models, plans, finances, intentions, or market opportunities of the Disclosing Party or the Disclosing Party's Group;
 - ii. the operations, processes, systems, methodology, product information, know-how, designs, trade secrets, software, technology or intellectual property of the Disclosing Party or the Disclosing Party's Group;
 - iii. any information or analysis derived from Confidential Information;
- d. but not including any information that:
 - i. is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement or any other undertaking of confidentiality addressed to the Party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
 - ii. was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or
 - iii. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality Agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or
 - iv. was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
 - v. the Parties agree in writing is not confidential or may be disclosed; or
 - vi. Is developed by or for the Recipient independently of the information disclosed by the Disclosing Party.

Disclosing Party: a Party to this Agreement which discloses or makes available directly or indirectly Confidential Information.

Group: in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company; "holding company" and "subsidiary" should have the same meanings as they are respectively defined in Sections 5 and 6 of the Companies Act (Cap 50).

Purpose: INSERT PURPOSE

Recipient: a Party to this Agreement which receives or obtains directly or indirectly Confidential Information.

Representatives: directors, officers, partners, employees, advisors, agents, investors and other representatives of the Parties.

- 1.2** Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3** Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4** A reference to writing or written includes fax and email.
- 1.5** Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7** This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English version shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this Agreement.

2. OBLIGATIONS OF CONFIDENTIALITY

- 2.1** The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall:
 - a. not use or exploit the Confidential Information in any way except for the Purpose;
 - b. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
 - c. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
 - d. not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
 - e. keep separate the Confidential Information from all documents and other records of the Recipient;
 - f. apply the same security measures, and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use;
 - g. keep a written record of any document or other Confidential Information received from the other in tangible form; any copy made of the Confidential Information; and
 - h. ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or records from its premises.

2.2 The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose provided that:

- a. it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
- b. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient and, if the Disclosing Party so requests, procure that any relevant Representative enters into a confidentiality Agreement with the Disclosing Party on terms equivalent to those contained in this Agreement; and
- c. it keeps a written record of these Representatives, and it shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement.

2.3 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, gives the other Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 2.3, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

2.4 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.

2.5 No Party shall make, or permit any person to make, any public announcement concerning this Agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction. No Party shall make use of the other Party's name or any information acquired through its dealings with the other Party for publicity or marketing purposes without the prior written consent of the other Party.

3. RETURN OF INFORMATION

3.1 At the request of the Disclosing Party, the Recipient shall:

- a. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
- b. erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

c. certify in writing to the Disclosing Party that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used or disclosed.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

4.1 The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient, and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.

4.2 Except as expressly stated in this Agreement, the Disclosing Party does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further Agreement.

5. WARRANTY AND INDEMNITY

5.1 Each Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient and authorise the Recipient to use such Confidential Information for the Purpose.

5.2 Each Recipient shall indemnify and keep fully indemnified the Disclosing Party and its Group at all times against liabilities, costs (including legal fees on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses,

loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party and/or its Group arising from any breach of this Agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.

6. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that either Party may have, both Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, both parties shall be entitled to the remedies of the injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

7. ENTIRE AGREEMENT

- 7.1** This Agreement constitutes the entire Agreement between the parties. It supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2** Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

8. ASSIGNMENT AND OTHER DEALINGS

This Agreement is personal to the parties, and neither Party shall without the prior written consent of the other Party assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

9. RIGHT OF THIRD PARTIES

This Agreement is personal to the Parties (including any Parties who become a party to this Agreement by way of executing a Deed of Adherence). The provisions of the Contracts (Right of Third Parties) Act (Cap 53B) do not apply to this Agreement. No Person who is not a party to this Agreement (whether or not such person is named, referred to, or identified in this Agreement) shall have any right under the Contracts (Rights of Third Parties) Act to enforce this Agreement or to enjoy the benefit of any term of this Agreement.

10. NO PARTNERSHIP OR AGENCY

- 10.1** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 10.2** Each Party confirms it is acting on its own behalf and not for the benefit of any other party or person.

11. TERM AND TERMINATION

- 11.1** If either Party decides not to become or continue to be involved in the Purpose with the other Party, it shall notify the other Party in writing immediately. The obligations of each Party shall, notwithstanding any earlier termination of negotiations or discussions between the Parties in relation to the Purpose, survive and shall be binding upon their respective successors and assigns.
- 11.2** Termination of this Agreement shall not affect any accrued rights or remedies to which either Party is entitled.

12. WAIVERS

- 12.1** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 12.2** A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.3** A Party that waives a right or remedy provided under this Agreement or by law in relation to one Party or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

13. NOTICES

- 13.1** All notices required or permitted by this Agreement shall be in writing and in the English language and shall be sent to Party B at its address set out above or the email set out below, as otherwise directed by Party B by notice given in accordance with this clause.

Email Addresses:

Party A: **INSERT EMAIL**
Party B: **INSERT EMAIL**

- 13.2** Notices shall be delivered by hand or sent by registered post, courier or email. If delivered by hand or sent by courier, notice will be deemed given on the date of receipt, if sent by email, on the date of transmission, and if sent by registered post, ten (10) Business Days after being posted.

14. VARIATIONS

Any amendment, variation or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

15. AUTHORITY

Each Party represents and warrants that such Party has the right, power, and authority to enter into and execute this Agreement and to perform and discharge all of the obligations hereunder; and that this Agreement constitutes the valid and legally binding agreement and obligation of such Party and is enforceable in accordance with its terms.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

17. ELECTRONIC SIGNATURES

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the laws of the Republic of Singapore.

19. DISPUTE RESOLUTION

19.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

19.2 The seat of arbitration shall be in the Republic of Singapore

19.3 The tribunal shall consist of one arbitrator, unless the claim amount exceeds one million US dollars (\$1,000,000), in which case the tribunal shall consist of three arbitrators.

19.4 The language of the arbitration shall be English.

19.5 The governing law of the contract shall be the substantive law of the Republic of Singapore.

19.6 Except as may be required by law, neither a Party nor its Representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

This Agreement has been entered into on the date stated at the beginning of it.

Party A

For and on behalf of **INSERT COMPANY NAME**

Name: **INSERT REPRESENTATIVE NAME**

Role: **INSERT ROLE / JOB TITLE**

Signature:

Party B

For and on behalf of **INSERT COMPANY NAME**

Name: **INSERT REPRESENTATIVE NAME**

Role: **INSERT ROLE / JOB TITLE**

Signature:

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