**Non-Disclosure Agreement**

This Non Disclosure Agreement (hereinafter referred to as “Agreement”) is made as of the:

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| Effective Date: |  |

by and between:

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| --- | --- |
| Company name: |  |
| Address: |  |
| Country of incorporation: |  |
| Company registration number: |  |
| hereinafter referred to as “1st Party” or |  |

a company incorporated under the laws of the country with its registered address above and

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| --- | --- |
| Company name: |  |
| Address: |  |
| Country of incorporation: |  |
| Company registration number: |  |
| hereinafter referred to as “2nd Party” or |  |

a company incorporated under the laws of the country with its business address above.

1st Party and 2nd Party hereinafter are referred to as **“the Parties”**. References to the Parties include all affiliated parties’ companies.

**“Discloser”** shall mean 1st Party with respect to the disclosure of 1st Party Confidential Information and 2nd Party with respect to the disclosure of 2nd Party Confidential Information.

**“Recipient”** shall mean 1st Party with respect to the receipt of 2nd Party Confidential Information and 2nd Party with respect to the receipt of 1st Party Confidential Information.

**WHEREAS**

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1. **Discloser and its affiliates** have the rights to and possess valuable information, data and know-how relating to the activities with the Recipient (collectively the "Confidential Information").
2. **Recipient** is interested in obtaining access to the Confidential Information for the purpose of evaluating and/or pursuing the consultancy arrangement with Discloser (the “Business Purpose”).
3. **Discloser** agrees to disclose Confidential Information to Recipient on the condition that Recipient maintains the confidentiality thereof and agrees not to use Discloser’s Confidential Information for any purpose not authorized by Discloser.

In consideration of the covenants and conditions set forth in this Agreement, the parties agree as follows:

* 1. **Confidential Information**. This Agreement applies to all Confidential Information disclosed by Discloser to Recipient. “Confidential Information” means confidential and/or proprietary information of Discloser and its affiliates, whether in written, printed, verbal or electronic form, including, without limitation: (i) research and development activities, product design details and specifications, technology and know-how, sales and marketing plans, finances and business forecasts, procurement requirements and vendor information, customer lists, personnel information, and strategic plans; (ii) other information that Discloser identifies in writing as confidential to Recipient; (iii) information that Recipient knows or has reason to know is confidential, trade secret, or proprietary information of Discloser; and (iv) information which is of such a nature or the manner or circumstance in which such information is disclosed is such that it may be reasonably inferred to be confidential and/or proprietary to Discloser. Confidential Information will not include information that: (i) is now, or hereafter becomes generally known or available to the public through no act or failure to act on the part of Recipient; (ii) was acquired by Recipient before receiving such information from Discloser through no breach of any duty of confidentiality owed to Discloser and without restriction as to use or disclosure; (iii) is hereafter rightfully furnished to Recipient by a third party without any breach of any duty of confidentiality owed to Discloser and without restriction as to use or disclosure; or (iv) is information that Recipient can document was independently developed by Recipient without any use of Discloser’s Confidential Information.
  2. **Disclosure and Use Restrictions**. Recipient agrees: (i) to hold Discloser’s Confidential Information in strict confidence and not to disclose the Confidential Information to any other person or entity without the prior written consent of Discloser; (ii) not to use, at any time following the execution of this Agreement, any Confidential Information for its own benefit or for the benefit of any other person or entity for any purpose other than the Business Purpose, and if a business relationship is entered into with Discloser, only to the extent and for such purposes authorized by Discloser; and (iii) to limit the disclosure of Confidential Information to Permitted Persons. For purposes hereof, the term “Permitted Person” shall mean Recipient’s directors, officers and employees who have a need to know in order to carry out the Business Purpose, provided each has agreed in writing to maintain the confidentiality of the Confidential Information in a manner no less protective than that set forth herein. No disclosure of Confidential Information shall be made to an affiliate of Recipient or any third party without the prior written consent of Discloser. The existence of this Agreement and the fact that there are related discussions between the parties shall not be disclosed by either party without the prior written consent of the other.
  3. **Ownership of Confidential Information**. Recipient acknowledges and agrees that all of Discloser’s Confidential Information is owned solely by Discloser (or its licensors or affiliates) and that nothing contained in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, to any of Discloser’s Confidential Information, all of which rights are specifically reserved by Discloser. Recipient further agrees not to copy all or any part of the Confidential Information or any documentation related thereto and further, not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover any additional information with respect to the Confidential Information. NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY Discloser UNDER THIS AGREEMENT WITH RESPECT TO ANY CONFIDENTIAL INFORMATION DISCLOSED PURSUANT HERETO. ALL INFORMATION DISCLOSED HEREUNDER IS PROVIDED “AS IS.”
  4. **Equitable Relief**. Recipient agrees that its obligations hereunder are necessary and reasonable to protect Discloser’s business interests and that the unauthorized disclosure or use of Discloser’s Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Recipient further acknowledges and agrees that in the event of any actual or threatened breach of this Agreement, Discloser may have no adequate remedy at law and accordingly, that Discloser will have the right to seek an immediate injunction enjoining any breach or threatened breach of this Agreement, without the necessity of proving actual damages, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach or threatened breach.
  5. **Applicability of Obligations**. This Agreement shall apply to any Confidential Information disclosed to Recipient after the Effective Date and to Confidential Information disclosed earlier to the extent the parties began discussions concerning the Business Purpose prior to the Effective Date. The obligations of Recipient and any Permitted Person under this Agreement as to the Confidential Information it has received hereunder shall continue in full force and effect regardless of any cessation of discussions between the parties or any attempted termination of this Agreement.
  6. **Return of Confidential Information**. Upon Discloser’s request, Recipient will promptly return to Discloser or destroy all material embodying Confidential Information in its possession or under its control, including all copies thereof.
  7. **Legal Process**. In the event Recipient is required to disclose Confidential Information of Discloser by any applicable law, regulation, legal process, judicial order or by any applicable order or requirement of any governmental or regulatory authority, it may do so only to the extent required; provided, however, Recipient shall (a) first give prompt notice to Discloser of the required disclosure sufficiently in advance of making the required disclosure to allow Discloser a reasonable opportunity to take steps to object to, prevent, and/or limit its disclosure or obtain a protective or other similar order with respect to the required disclosure (collectively “Protective Measures”); (b) if requested by Discloser, cooperate with Discloser in seeking such Protective Measures; and (c) restrict disclosure to only that portion of the Confidential Information which is required to be disclosed.
  8. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Singapore. The courts of Singapore shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
  9. **Miscellaneous**. This Agreement shall be binding on the parties hereto and their respective agents, representatives, successors and permitted assigns. This Agreement may not be modified without the written consent of both parties. This Agreement represents the complete and entire agreement and understanding regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral or written, between the parties related to such subject matter. If any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS HEREOF**, the parties confirm by their signatures their agreement to the terms and conditions recited above.

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|  | For and on behalf of 1st Party | For and on behalf of 2nd Party |
| Company name: |  |  |
| Signature: |  |  |
| Person Name: |  |  |
| Designation: |  |  |