

NON-DISCLOSURE AGREEMENT

This Agreement is made between:

	“AIV50”	“Company”
Full company name:	AIV50 LLP	
Registered office/Principal place of business:	One Marina Boulevard Level 20 Singapore 018989	
Place of incorporation:	Singapore	

This Agreement is comprised of the following:

- (i) this signature sheet;
- (ii) the attached terms and conditions; and
- (iii) the attached Schedule.

The Company acknowledges that it has read and understood this Agreement and agrees to be bound by its terms. The date of this Agreement is the date that is the latest date of signature below.

	AIV50	Company
Signature of authorised signatory		
Name		
Position		
Date		

TERMS AND CONDITIONS

This Agreement sets out the terms on which **AIV50** and **Company** have agreed to exchange information for the sole purpose specified in the attached Schedule to this Agreement (**Specified Purpose**). Such exchange of information may include the disclosure by one party (**Disclosing Party**) to the other party (**Receiving Party**) of certain Confidential Information (as defined below) subject to an undertaking by the Receiving Party not to use or disclose any such Confidential Information unless specifically authorised in writing to do so by the Disclosing Party.

For the purposes of this Agreement:

Confidential Information means all information concerning trade secrets, accounts, transactions, current or future business plans, business dealings or affairs, customer information or products and services of the Disclosing Party or its customers (including any data belonging to its customers) or if AIV50 is the Disclosing Party, of any member of the AIV50 Group (as defined below) relating to the methods or techniques used by the Disclosing Party in developing, providing and/or receiving products and services, the existence of this Agreement, any discussions relating to the Specified Purpose and any documents, manuals, or data in any format or media (including, oral, pictorial or computer form); and

a member of the AIV50 Group means any company controlling, controlled by or in common control with AIV50 from time to time and **control** means director indirect ownership of 50% or more of the voting equities or equivalent of the relevant company.

1. Undertaking

In consideration of the Disclosing Party agreeing to disclose information to the Receiving Party as contemplated by this Agreement, the Receiving Party will (and will procure that the Permitted Recipients (as defined in sub-paragraph (b)) will) ensure that all Confidential Information of the Disclosing Party is:

- (a) subject to requirements of statute or a court of competent jurisdiction, kept in strictest confidence and is neither reproduced nor copied, other than to the extent reasonably necessary for the Specified Purpose;
- (b) neither communicated, disclosed nor otherwise made available to any third party other than to (i) the officers, employees, agents, representatives and advisors of the Receiving Party, and (ii) where AIV50 is the Receiving Party, the officers, employees, agents, representatives and advisors of any member of the AIV50 Group who need to know and use the Confidential Information for the Specified Purpose (the recipients in (i) and (ii) collectively referred to as **Permitted Recipients**);
- (c) not used for any purpose other than the Specified Purpose;
- (d) kept secure on its premises (as shall be notified to the Disclosing Party on request) and that access to, and use of such Confidential Information is permitted only to the Permitted Recipients of the Receiving Party for the Specified Purpose;
- (e) protected from and against theft, destruction or damage; and
- (f) immediately returned on written demand to the Disclosing Party (including multiple copies of any Confidential Information).

2. Unauthorised Use of Confidential Information

If the Receiving Party becomes aware of any unauthorised copying, disclosure or use of any Confidential Information of the Disclosing Party, the Receiving Party must immediately notify the Disclosing Party and if requested by the Disclosing Party must take all necessary steps to prevent further unauthorised copying, disclosure or use.

3. Permitted disclosure

This Agreement does not apply to information that:

- (a) is in or becomes part of the public domain otherwise than by the default of the Receiving Party;
- (b) is approved for release in writing by the Disclosing Party;
- (c) is required to be disclosed by law or by any governmental or regulatory authority; or
- (d) is independently obtained by, or is previously known to, the Receiving Party without breach by the Receiving Party of any obligation of confidentiality.

4. Remedies

Each party acknowledges that any breach by it of this Agreement could cause irreparable injury to the other party and that, as monetary damages would not be an adequate remedy for that breach, the other party will be entitled to the remedies of injunction, specific performance and equitable relief in any court of competent jurisdiction restraining it from any further or threatened breach or from disclosing any Confidential Information of the other party. Nothing in this Agreement will prohibit a party to it from pursuing any other remedies available to it, either at law or in equity, for any breach or threatened breach including (without limitation) recovery of monetary damages.

5. No warranty, no contract, no reliance

Neither party makes any warranty as to the accuracy or completeness of its Confidential Information unless it has stated otherwise in writing. Each party must make its own business decisions based on the Confidential Information of the other. Each party is fully responsible for those decisions unless the parties enter into a separate agreement to the contrary.

6. Rights

Both parties acknowledge that any Confidential Information disclosed to it by the other is the property of the Disclosing Party and that neither party will acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information of the other party.

7. Expiry

The obligations of the Receiving Party under this Agreement will continue without limit in point of time.

8. Law

This Agreement is governed by the laws of Singapore and is subject to the exclusive jurisdiction of the courts of Singapore.