

NON-DISCLOSURE AGREEMENT

This Agreement is made this day of (month/year) (“**Effective Date**”) by and between **NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust)** (“**NLT**”), company registration number 201704784C, a company incorporated in Singapore and having its registered office at 750E Chai Chee Road, #07-03, ESR BizPark @ Chai Chee, Singapore 469005, and (name of company) (Company registration no.) a company incorporated in (country) and having its registered office at (address) (“**Recipient**”), collectively referred to as the “**Parties**” and each individually as a “**Party**”.

RECITALS:

- A.** NLT is a public telecommunication licensee under Section 6 of the Telecommunications Act (Cap. 323) and operates subject to the authority of and regulation by the Info-communications Media Development Authority of Singapore (“**IMDA**”).
- B.** The Recipient acknowledges that it may receive or have access to information which is confidential to NLT during the proposed negotiations or discussions for:
- Tender for Main Contract Works for the Proposed New Erection of a 5-Storey Utility Building with Basement**
- Reference: CO.21.001/MC/01**
- (state purpose of information disclosure) (the “**Project**”).
- C.** This Agreement regulates the disclosure by NLT to the Recipient of information which is confidential to NLT in connection with the Project.

- (b) business plans, operations or systems, financial and trading positions;
- (c) details of customers, suppliers, debtors or creditors;
- (d) information relating to the officers, directors or employees of NLT and its Related Corporations;
- (e) marketing information, brochures, printed matter, rates and rate tables;
- (f) details of NLT’s network; and
- (g) any information belonging to IMDA given by NLT to Recipient (“**IMDA Information**”).

“**Personal Data**” means information, data or opinion (including information or opinion forming part of a database) disclosed, furnished or made available directly or indirectly to Recipient, its vendors and/or subcontractors by or on behalf of NLT, whether true or not, and whether recorded in a material form or not, about an individual who can be identified from that information, data or opinion or from other information, data or opinion which was disclosed, furnished or made available directly or indirectly to Recipient, its vendors and/or subcontractors by or on behalf of NLT.

“**Related Corporation**” means a company which is the holding company or subsidiary of either Party or a company which shares a common holding company with either Party. The words “holding company” and “subsidiary” shall have the same meanings as prescribed to them in the Companies Act (Cap. 50).

“**Tender**” means the tender issued by NLT on **22 December 2021** for the Project.

NOW IT IS HEREBY AGREED as follows:

1. The Parties agree to execute this Agreement as a precondition to any discussions with NLT for the Project.
2. “**Confidential Information**” is information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature of NLT and includes but is not limited to, Personal Data, information of a commercial, technical or financial nature which contains amongst other matters, trade secrets, know-how, patent and ancillary information and other proprietary or confidential information, regardless of form, format or media, whether written, oral, or reduced to tangible product and also includes those communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site or place, and includes without limitation:
- (a) research, development or technical information, confidential and proprietary product, intellectual property rights;
3. Recipient hereby irrevocably covenants to keep NLT fully and effectively indemnified against all actions, claims, costs, damages, deficiencies, demands, expenses, liabilities and losses (including all legal costs incurred on a full indemnity basis) that may be suffered, incurred or sustained by NLT in consequence of or in connection with any breach of this Agreement by Recipient.
4. Recipient shall keep confidential all Confidential Information which is disclosed, communicated or delivered to Recipient, or comes to Recipient’s

- knowledge or into Recipient's possession, pursuant to or in connection with the Project, whether such Confidential Information is received before or after the date of this Agreement.
5. Confidential Information is provided for the benefit of Recipient only and Recipient shall not use or copy the Confidential Information except for the limited purpose of the Project. Recipient shall exercise no lesser security or degree of care than that which it applies to its own confidential information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the Confidential Information would exercise.
 6. In the event of Recipient visiting any facilities of NLT, Recipient undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof, shall be kept strictly confidential and that any such Confidential Information will not be divulged to any third party and will not be made use of in any way, (whether for its benefit or that of any third party) except for the limited purpose of the Project.
 7. If Recipient collects, uses or discloses Personal Data of NLT in connection with the Project, Recipient must:
 - (a) comply with applicable privacy, data protection, personal data protection, spam and cybercrime laws with respect to such Personal Data;
 - (b) take reasonable steps, make reasonable security arrangements, and comply with NLT's reasonable directions and procedures, to ensure that such Personal Data collected by or stored with Recipient, or to which Recipient has access, is protected against any loss, misuse, unauthorised access, disclosure, alteration or destruction.
 8. Recipient shall not disclose or communicate, cause to be disclosed or communicated, or otherwise make available Confidential Information to any third party other than to:
 - (a) Recipient's directors, officers, employees, agents, contractors or representatives to whom disclosure is necessary for the purpose of the Project;
 - (b) Recipient's professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of Recipient under this Agreement; and
 - (c) Recipient's appointed financial adviser or appointed banker only to the extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to Recipient
(each an "**Authorised Person**", and collectively, the "**Authorised Persons**").
 9. Recipient may disclose some or all of the Confidential Information to the Authorised Person(s) provided that prior to a disclosure, Recipient must inform the Authorised Person(s) that he is obligated to protect NLT's Confidential Information in a manner consistent with this Agreement and shall take reasonable steps to ensure that the Authorised Person(s) safeguards the Confidential Information. Recipient shall also be required to provide NLT with the names and addresses of each Authorised Person, the circumstances under which each Authorised Person gained access or received the Confidential Information, and the dates on which the Authorised Person first gained access to the Confidential Information. In any event, Recipient shall remain liable for any disclosure by the Authorised Person(s) of Confidential Information to any other person or for any breach of privacy laws relating thereto.
 10. Recipient may disclose Confidential Information to a Related Corporation to the extent necessary to adopt and implement any agreement made between the Parties for the Project, subject to the Related Corporation undertaking to comply with obligations equivalent to those contained in this Agreement. Notwithstanding, Recipient shall at all times remain liable to NLT for any disclosure by the Related Corporation of Confidential Information to any other person or for any breach of privacy laws relating thereto.
 11. Neither Party shall disclose to any other person the status, terms, conditions or other facts concerning the negotiations or discussions between the Parties for the Project.
 12. No news releases, public announcements or any other form of publicity concerning this Agreement or the terms of this Agreement shall be conducted or released by a Party without the prior written consent of the other Party.
 13. Notwithstanding any provision in this Agreement, Recipient's obligations hereunder shall not apply to Confidential Information to the extent that it is:
 - (a) in or enters the public domain, other than by breach by Recipient or its Authorised Persons or Related Corporations of this Agreement; or
 - (b) known to Recipient or its Authorised Persons or Related Corporations on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to Recipient or its Authorised Persons or Related Corporations without similar restrictions from a source other than NLT, as evidenced by written records; or
 - (c) is or has been developed independently by Recipient or its Authorised Persons or Related Corporations without reference to or reliance on such Confidential Information; or
 - (d) authorised in writing by NLT to be disclosed to the extent of that authority;
 - (e) disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law, provided that Recipient shall inform NLT prior to any such disclosure, so as to provide, where circumstances reasonably

- permits, NLT with the opportunity to take appropriate actions to mitigate or prevent the disclosure.
14. Recipient acknowledges that a breach of this Agreement may cause NLT irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, NLT may seek injunctive relief against such a breach or threatened breach.
 15. All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by Recipient or on its behalf which reflect or are prepared from any of the Confidential Information provided by NLT shall be returned to NLT or destroyed by Recipient, when requested by NLT at any time, or when Recipient's need for such information has ended or when this Agreement terminates. In the event of destruction, Recipient shall certify in writing to NLT within 30 days that such destruction has been accomplished. Recipient shall make no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.
 16. Notwithstanding any provision in this Agreement, the Recipient shall not, without the prior written consent of NLT, make copies (whether physical, electronic or otherwise) of any of the following documents (including, without limitation, information incorporated in computer software or held in electronic storage media):
 - (a) specifications, drawings, site plans, maps, design, illustration and/or any other document containing technical and/or construction details of the Project; and
 - (b) any document describing, illustrating and/or otherwise containing details of the security measures for the Project,

(collectively, the "**Design & Security Documents**")

together with any analyses, compilations, studies, reports or other documents or materials prepared by Recipient or on its behalf which reflect or are prepared from the said documents.
 17. Without prejudice to anything in this Agreement, the Recipient shall, upon notification that its bid for the Tender is unsuccessful, return to NLT all copies of the Design & Security Documents, together with any analyses, compilations, studies, reports or other documents or materials prepared by Recipient or on its behalf which reflect or are prepared from the said documents.
 18. Recipient hereby provides the following undertakings:
 - (a) Recipient will not deal in the securities of NetLink NBN Trust for so long as the Confidential Information is not generally available to the public; and
 - (b) Recipient will not deal in the securities of NetLink NBN Trust in contravention of the prohibitions under the Securities and Futures Act (Chapter 289) of Singapore ("**SFA**"), and Recipient shall take reasonable steps to procure that its employees do not deal in the securities of NetLink NBN Trust in contravention of the prohibitions under the SFA.
 19. This Agreement shall be effective and binding from the date of execution and will continue until the occurrence of the earlier of the following events:
 - (a) the completion of the Project or the execution of an agreement governing the Project between the Parties which provides for confidentiality and privacy obligations that supersede this Agreement;
 - (b) by written agreement between the Parties; or
 - (c) when either Party notifies the other in writing electing to discontinue the negotiations or discussions for the Project.

Notwithstanding the expiry or termination of this Agreement, the confidentiality obligations in this Agreement shall survive.
 20. Nothing contained in this Agreement shall be deemed to grant to Recipient either directly or by implication, any right, by licence or otherwise, under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information.
 21. This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressed set forth herein. Any provision of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose whatsoever and no Party shall have any authority to bind the other Party.
 22. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of the Parties.
 23. This Agreement shall be governed and construed in all respects in accordance with the laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore for any suit, action or proceeding arising out of or in connection with this Agreement.

24. NetLink Management Pte. Ltd. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any obligation or liability of NetLink Management Pte. Ltd. under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets

of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees.

25. A person who is not a Party to this Agreement has no right under the Contracts (Right of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Agreement.

Signed for and on behalf of the Parties by their duly authorised representatives:

Recipient: **NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust)**

Signed: _____
Name: _____
Designation: _____

Signed: _____
Name: _____
Designation: _____