

Confidentiality Agreement

This Confidentiality Agreement is made between:

(1) Raffles Translation Services of 71 Jurong West Central 3, #07-17 Jurong Point, Singapore 648335

And

(2) _____ of

("each Party")

Dated this day: _____

For the purposes of this Agreement, "Confidential Information" means any and all information provided by one Party to the other Party pursuant to the terms of this Agreement, including, without limitation, proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the other Party, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities, or any other topics and any other material bearing or incorporating any information relating to the document and intellectual property rights therein, but does not include any such information already in the public domain or which the disclosing Party subsequently makes public (save for those made in breach of the terms of this Agreement).

1 In consideration of each Party disclosing to the other Party the Confidential Information, each Party (and its respective officers, employees, agents, affiliates or officers, employees or agents of its affiliates) hereby undertakes to the other Party that it:

1.1 shall maintain the confidentiality of all Confidential Information that it may acquire from the other Party;

1.2 shall not directly or indirectly disclose any of the Confidential Information in whole or in part to any person, firm or company whomsoever or whatsoever, except with the prior written consent of the other Party in accordance with this Agreement, or where the disclosure is made in the ordinary course of business to a third Party appointed by any of the Parties to provide advice or services in respect of the Project, provided that such third Party is made aware of the confidential nature of the information disclosed to it and has first undertaken to be bound by the terms herein;

- 1.3 shall not, and shall use its best endeavours to procure that its personnel do not, at any time hereafter, reproduce, distribute or use in any form or by any means of the Confidential Information to or for any person, firm or company whomsoever or whatsoever other than for the purpose of the Project or except with the prior written consent of the other Party in accordance with this Agreement or where the disclosure is made in accordance with Paragraph 1.2 above; and
 - 1.4 shall maintain, and at the request of the other Party immediately deliver the original acknowledgement of each relevant member of its personnel and any Party to whom information is disclosed under Paragraph 1.2 hereof to be bound by this Confidentiality Agreement.
- 2 To ensure the confidentiality attaching to the Confidential Information, each Party further undertakes to the other Party that it shall:
- 2.1 keep separate all Confidential Information and all information generated by it based thereon from all other documents and records held by it;
 - 2.2 keep all materials, documents, manuals, notes, files, memoranda or other records of any nature whatsoever (whether physical or electronic) containing the Confidential Information separate from its own documents, and at its principal office;
 - 2.3 not use, reproduce, transform or store any of 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, except to the extent it is advisable, in furtherance of the Project, to transmit Confidential Information by electronic data communication to a Party appointed by any of the Parties in respect of the Project and approved persons under Paragraph 1.2 hereof or to alternate locations of its business in which case appropriate measures shall be implemented to maintain confidentiality;
 - 2.4 allow access to the Confidential Information exclusively to those employees who have reasonable need to see it and shall inform each of the said employees of the confidential nature of the Confidential Information and of the obligations on itself in respect thereof and shall obtain the Confidentiality Agreement mentioned in Paragraph 1.4 above;
 - 2.5 make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of evaluation by the relevant Party; and
 - 2.6 on the request of the other Party made at any time, deliver up to the other Party all documents and other material in its possession, custody or control that bear or incorporate the whole of, or any part of, the Confidential Information.

- 3 The restrictions in Paragraphs 1 and 2 above shall not apply if the information or knowledge concerned:
- 3.1 has become public knowledge other than as a result of unauthorised disclosure by the Parties;
 - 3.2 has been disclosed in the proper performance of the relevant Party's obligations under or consequent to this Agreement;
 - 3.3 is received from a third Party without any duty of confidentiality in relation thereto;
 - 3.4 is already in the possession of the relevant Party before negotiations commenced between the Parties;
 - 3.5 is developed or prepared by the relevant Party independently of information received after negotiations commenced between the Parties; or
 - 3.6 Is otherwise required to be disclosed by law or any regulatory authority or any court properly exercising jurisdiction over the relevant Party or in accordance with the best accounting practice in the accounts of the relevant Party, provided that, if any Party is required to make a disclosure by reason of this Paragraph 3.6, it shall, to the extent reasonably possible, supply a copy of the contents of any such disclosure to the other Party prior to the making of such disclosure, failing which it shall do so as soon as is reasonably practicable after the making of such disclosure.
- 4.0 This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be disclosed by means of any assignment without the prior written consent of the disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
- 5.0 Each Party shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by either Party, and will cooperate with disclosing Party in every reasonable way to help regaining possession of the Confidential Information and prevent its further unauthorized use.
- 6.0 Each Party hereby acknowledge that damages alone would not be an adequate remedy for the other Party in respect of the breach of any of the provisions of this Agreement and accordingly, without prejudice to any and all rights the other Party may have, each Party shall be entitled by order of a court of competent jurisdiction, specific performance and other relief for any threatened or actual breach of this Agreement.

7.0 Each Party hereby agree to hold and keep the other Party indemnified from and against any and all liability, losses, damages, costs, expenses (including legal fees, court fees and professional fees), suits and claims which the other Party may suffer or incur as a result of any breach of this Agreement by the relevant Party, which indemnity shall be enforceable by order of a court of competent jurisdiction.

8.0 The construction, validity and performance of this Agreement shall be governed by the laws of Singapore.

For: Raffles Translation Services

For: _____

(Witnessed and Approved on
behalf of Raffles Translation Services)

(Witnessed and Approved on
behalf of _____)