

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made between:

Name of Company:	Raffles Translation Services
Address:	71 Jurong West Central 3, #07-17, The Centris, Singapore 648335
Tel:	Tel: 6570 6028
(“ Company ”)	(“ Vendor ”)

(hereinafter individually known as “**Party**” and collectively known as “**Parties**”)

This Agreement shall be effective from [DATE]. Company and Vendor agree as follows:

1. Definitions

- (a) “**Activity**” means the work undertaken and/or to be undertaken by the Vendor pursuant to the Vendor’s engagement by the Company.
- (b) “**Affiliate**” of a Party means any corporation or other entity that a Party directly or indirectly controls, or is controlled by or is under common control with. In this context, a Party “controls” a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity.
- (c) “**Confidential Information**” refers to all non-public information concerning itself, its affiliates and subsidiaries, which may include, but is not limited to (i) all discussions between the Company and Vendor pursuant to and relating to the Activity, (ii) any business, marketing, human resource, financial, technical, scientific or other information in tangible or intangible form, disclosed by one Party (including its Affiliates) (hereinafter known as the “**Disclosing Party**”) to the other Party (including its Affiliates) (hereinafter known as the “**Receiving Party**”) which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties (or its Affiliates) exercising reasonable business judgment, to be confidential, ***specifically including*** the Parties’ business, finances, operations, including projections and analysis, business plans, service delivery concepts, technical know-how, patent applications, staff strength, staff records, payroll, customer lists, supplier lists, methods of operations, price lists, software code, development strategies, distribution arrangements, financial data, marketing plans, and business practices or policies.

2. Disclosure, Use Restrictions and Proprietary Rights

- (a) **Disclosure and Use.** Unless otherwise agreed by the Disclosing Party in writing, any Confidential Information received by the Receiving Party shall be retained in confidence, disclosed only to its officers, directors, employees, advisors and agents, and to its Affiliates (collectively, “**Representatives**”) solely on a need to know basis, and

used only in connection with the Activity and not for any other purpose; provided, that such Representatives shall have agreed to be bound by obligations of confidentiality consistent with those contained in this Agreement; provided, further, that Receiving Party agrees to be responsible for any breach of this Agreement by any of its Representatives.

- (b) Unless otherwise agreed in writing, the Receiving Party agrees that such Confidential Information shall not be disclosed or otherwise utilized in any manner to advise or form the basis for providing advice to other existing and/or potential customers of the Receiving Party and/or its Representatives.
- (c) The Receiving Party shall exercise reasonable care to separate all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party, and shall otherwise exercise reasonable care to prevent the unauthorized use or disclosure of the Disclosing Party's Confidential Information.. Save as the Receiving Party determines is strictly necessary for the purpose of the Activity, Confidential Information received under this Agreement shall not be copied without the prior written consent of the Disclosing Party.
- (d) The obligations of confidence set forth in this Agreement shall extend to any Affiliates and Representatives of the Receiving Party that have received Confidential Information.
- (e) The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party, its employees, Affiliates or Representatives and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- (f) **Exemptions.** The Receiving Party shall not be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (i) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (ii) was disclosed to the Receiving Party by a third party, provided such third party is not in breach of any confidentiality obligation in respect of such information; (iii) is independently developed by the Receiving Party, where the burden is on the Receiving Party to prove independent development; or (iv) is disclosed when such disclosure is compelled pursuant to legal, judicial or administrative proceedings, or otherwise required by law, subject to the Receiving Party giving all reasonable prior notice and reasonable assistance to Disclosing Party to allow Disclosing Party to seek protective or other court orders. The foregoing exemptions shall extend to any approved Affiliates that receive or have received Confidential Information.
- (g) **Proprietary Rights.** The Receiving Party (including its Affiliates and Representatives) do not acquire any rights, express or implied, in the Confidential Information of Disclosing Party (including its Affiliates), except for the limited use specified in this Agreement. The Confidential Information of Disclosing Party (and its Affiliates), including all right, title and interest therein, remain the sole and exclusive property of Disclosing Party (and its Affiliates).

- (h) No Disclosing Party nor its Affiliates shall be deemed to have made any representation or warranty as to the accuracy or completeness of any of the Confidential Information.

3. Remedies

- (a) **Remedies.** The Receiving Party agrees that any violation or threatened violation of this Agreement will cause irreparable harm to Disclosing Party, entitling Disclosing Party to seek injunctive relief in addition to all other legal remedies.

4. Term of Obligation

- (a) **Term.** The Parties specifically agree that the confidentiality obligations set forth in this Agreement shall remain in effect for a period of five (5) years from the date of this Agreement, despite any termination of this Agreement.
- (b) **Return of Confidential Information.** At any time requested in writing by Disclosing Party, the Receiving Party shall return or destroy all documents, samples or other tangible materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

5. Indemnity

- (a) The Receiving Party shall indemnify and defend the Disclosing Party, its employees, directors, officers, agents, representatives and Affiliates, from and against any losses, damages, liabilities, costs or expenses (including without limitation expense of consultants and legal advisors and counsel) claims, suits, actions, proceedings, demands, penalties, fines, judgments, awards or damages arising out of the Receiving Party's or its Representatives' failure to perform or comply with, or breach of, any one or more of the terms of this Agreement.

6. General

- (a) **Waiver.** The failure of either Party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of the said Party to enforce any subsequent breach of such term.
- (b) **Assignment.** This Agreement shall be binding on and inure to the benefit of each Party's respective successors and permitted assigns; however, the Parties may not assign or otherwise transfer this Agreement or any of its rights or obligations without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- (c) **Construction.** While the Parties hereto believe that the terms hereof are fair, reasonable and enforceable in all respects, it is agreed that in the event that any provision of this Agreement is found to be invalid, void or unenforceable, unless such provision materially affects the intent and purpose of this Agreement, such invalidity,

voidability or unenforceability shall not affect the validity of this Agreement nor the remaining provisions herein.

- (d) **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and shall be subject to the non-exclusive jurisdiction of the courts of Singapore.
- (e) **Entire Agreement.** This Agreement does not create any partnership or agency relationship. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both Parties.
- (f) **Representation Agreement.** The Parties agree that no contract or agreement providing for Vendor's engagement shall be deemed to exist between Vendor and Company unless and until Vendor and Company execute and deliver a final definitive agreement relating thereto.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

COMPANY

VENDOR

Signed: _____
Print: _____
Title: _____
Date: _____

Signed _____
Print: _____
Title: _____
Date: _____