

## **Mutual Non-Compete Non-Disclosure Agreement**

The parties herein, for itself and its affiliates, in consideration of the mutual covenants of this agreement, hereby agree as follows:

1. In connection with the ongoing discussion between the parties, concerning possible transactions ("Transactions"), each party to this Agreement may wish to disclose certain proprietary and confidential information to the other party on a confidential basis. Such proprietary or confidential information ("Confidential Information") includes without limitation all technical or non-technical information; financial, accounting, or marketing data; business plans, analyses, forecasts, predictions, or projects, intellectual property, trade secrets, or know how; personal, member or account information of end users; and report, analyses, studies, or other materials containing or based upon confidential information. Confidential information may take the form of documentation, drawings, specifications, software, technical, or engineering data, or other physical or electronic writings.
2. "Representatives" means the controlled affiliates of either party, and the respective directors, officers, employees, attorneys, consultants, and other agents and advisors of either party or the controlled affiliates of either party. Each party shall be responsible for any breach of this agreement by its respective Representatives and shall take all reasonably necessary measures to restrain its Representatives from unauthorized disclosure or use of Confidential Information.
3. All Confidential Information disclosed in connection with the Transactions shall be deemed confidential and subject to this agreement unless otherwise confirmed in writing by the disclosing party. The existence and terms of this Agreement, and fact and substance of all discussions or correspondence relating to the Transactions, including the indemnification or either party by name or identifiable description, shall be deemed Confidential Information of both Parties and shall not be disclosed without the consent of the other party.
4. This Agreement shall become effective as of the date on which it is first executed below ("Effective Date") and shall cover all Confidential Information disclosed in connection with the Transactions before or after the effective date. Unless terminated by either party upon (10) days prior written notice to the other party, this agreement shall continue for a period of Two (2) years from the effective date. Upon termination or expiration of this Agreement, the parties obligations with respect to all Confidential Information disclosed under this agreement shall survive for an additional one (1) years.
5. With respect of Confidential Information disclosed under this Agreement, unless otherwise mutually agree upon in writing, the receiving party and its representatives shall; (a) hold the confidential information in confidence, exercising a degree of care not less than the care used to protect its own confidential information or proprietary information from disclosure; and in no event less than a reasonable degree of care; (b) restrict disclosure of the Confidential Information solely to those Representatives with a need to know and not disclose it to any other person; (c) advise those Representatives of their confidentiality with respect to the Confidential Information; (d) use or reproduce the Confidential Information only in connection with and where necessary for the Transactions.
6. Confidential Information shall be deemed the property of the disclosing party and each party retains the right, in its sole discretion, to determine whether to disclose and Confidential Information to the other party. Within ten (10) days upon written request from the disclosing party, the receiving party shall return to the disclosing party or destroy all Confidential Information in tangible form that is in the receiving party's possession, custody or control.

7. The receiving party shall have no obligation to preserve the confidential nature of any information that; (a) was previously known to such party free of any confidentiality obligation; (b) is or becomes publicly available by means other than unauthorized disclosure; (c) is developed by or on behalf of such party independent of any Confidential Information furnished under this agreement; or (d) is received from a third party whose disclosure does not violate any confidentiality obligation.
8. This Agreement and the disclosure of Confidential Information hereunder shall not constitute or imply any promise or intention to make purchase or use of products, facilities, or services of either party or its affiliates, or any commitment by either party or its affiliates to any present or future transaction.
9. If the parties subsequently enter into binding commitments relating to the transactions, such commitments shall be explicitly stated in separate written executed by both parties. The Parties affirm that any discussions, correspondence, and other activities hereunder shall not be construed as forming a contract relating to the transactions or any other transaction without execution of such separate written agreement.
10. Each Party acknowledges that neither party makes any representations or warranty (expressed or implied) as to the accuracy or completeness of any Confidential Information, and agrees to assume full responsibility for all conclusions it may derive from Confidential Information. Each party expressly disclaims and all liability that may be based, in whole or in part, on any Confidential Information, errors therein, or omissions there from.
11. In the event that the receiving party or its representative; (a) need to make disclosure of Confidential Information for securities law purposes, or (b) are required by law, regulation, governmental agency or court order, discovery request, subpoena, or civil investigative demand to disclose Confidential Information, in the of (a) the receiving party shall provide the disclosing party with prompt written notice so that the disclosing party can work with the receiving party to limit the disclosure to the greatest extent possible consistent with legal obligations (provided that disclosure of the name of the other party shall never be made with that party's prior written consent); or in the case of (b) the receiving party shall use reasonable efforts to minimize such disclosure and to obtain an assurance that the recipient shall accord confidential treatment to the Confidential Information; and shall notify the disclosing party contemporaneously of such disclosure.
12. The parties hereby agree not to solicit, enter into, directly or indirectly circumvent any resource, contact, or other such transaction that may interfere with the Transactions.
13. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed; or under any trademark, patent, trade secret, copyright, or any other intellectual property right of either party. Confidential Information shall not constitute any representation, warranty, assurance, guarantee, or inducement by either party to the other of any kind, especially with respect to the non-infringement of trademarks, patents, trade secrets, copyrights, or any intellectual property rights. Each party shall comply with any and all export laws and regulation applicable to the Confidential Information.
14. This Agreement shall be governed by and construed with the local laws of Singapore, without regard to conflict of laws principles.

15. This Agreement constitutes the entire understanding and supersedes all prior agreements between the parties with respect to all Confidential Information disclosed hereunder prior to the termination or expiration of this Agreement. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and assigns. No Amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

**Accepted and Agreed without change: on this XX day of XX month 20XX years.**

**Party 1:**

Name :  
Position :  
Company :  
Address :

Phone :  
Fax :  
Email :

**Party 2:**

Name :  
Position :  
Company :  
Address :

Phone :  
Fax :  
Email :