

## MUTUAL NON DISCLOSURE AGREEMENT

### GLOBIBO PTE LIMITED

a company incorporated in the Republic of Singapore having its registered office at 114 Lavender Street #06-63, CT Hub 2, Singapore 338729

and

**<COMPANY NAME>**

a company incorporated under the laws of Singapore having its business address at **<ADDRESS>**.

- hereinafter called "PARTY" or "PARTIES" - agree as follows:

The PARTIES shall treat as confidential all information, particularly technical and business information, whether written or oral, of the PARTIES they received in the course of the partnership (hereinafter referred to as "Project"), to which they gained access or which they otherwise obtained in the course of said Project, shall use such information only for the purpose of said Project, shall give access only to its employees who need to have access, and shall not pass it on to third parties' except that the information may be disclosed by the PARTIES to their AFFILIATED COMPANIES, provided that such affiliated companies will enter into similar confidentiality obligations, and shall protect it against unauthorized use by third parties.

AFFILIATED COMPANY shall mean any company directly or indirectly owning or controlling any PARTY, or any company under the same direct or indirect ownership or control as any PARTY, or any company directly or indirectly owned or controlled by any PARTY. Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions. Ownership or control shall also exist through the direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.

No obligation shall apply to information and documents-

- (i) which are already known to, or in the possession of the receiving PARTY prior to receipt of such information;
- (ii) which are legally received by a PARTY from a third party without any confidentiality obligation;
- (iii) which are in the public domain or enter the public domain through no wrongful act of the receiving PARTY;
- (iv) which can be proven by the receiving PARTY to have been developed independently of confidential information received from the other PARTY.

The PARTIES shall not be liable for disclosure of information which occurs despite the exercise of the same degree of care and protection such PARTY takes to preserve their own confidential information.

The PARTIES providing confidential information shall remain vested holder of such information. Nothing contained in this Agreement shall be construed as granting or conferring any patent rights or license, either expressly or by implication.

This Agreement shall come into effect on upon signature and shall expire on 3 years upon, provided that the obligations of confidentiality set forth herein shall survive the term of this Agreement for a period of three years thereafter. In addition, confidential business data collected from either PARTY shall remain confidential indefinitely. This Agreement shall be construed in accordance with and governed by the laws of Singapore. This Agreement is based on mutual trust and confidence. The Parties to this Agreement shall try to settle any disputes amicably. If it is not possible to reach such an amicable settlement, the competent courts in Singapore shall have an exclusive jurisdiction.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

**Globibo Pte Ltd**

Position:

Date:

Location:

Signature:

**<COMPANY NAME>**

Position:

Date:

Location:

Signature: