

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ ("**Effective Date**") between:

Singapore Airlines Limited (Company Registration Number 197200078R), a company incorporated in Singapore with its registered office at 25 Airline Road, Airline House, Singapore 819829 ("**Company**"),

and

_____ (Company Registration No. _____) with its registered office at _____ (the "**Other Party**")

hereinafter referred individually as "**a Party**" or collectively as the "**Parties**".

WHEREAS:

- A. The Parties wish to share Confidential Information with each other regarding and in connection with the following proposed business purpose:
- (i) SIA is sourcing for a vendor to provide and implement a Sales Analysis Tool that can effectively consolidate and analyse multiple datasets for real-time analysis of sales outlook and market share situation on a common platform.
(the "**Purpose**")
- B. The Company is willing to disclose Confidential Information to the Other Party in order to fulfill the Purpose, and subject to the conditions and restrictions set out in this Agreement.

In consideration of the mutual benefits and promises detailed in and resulting from this Agreement, **THE PARTIES AGREE AS FOLLOWS:**

1. The Other Party acknowledges that Company operates in a highly competitive industry and that any and all information relating to the Purpose, if disclosed (whether directly or indirectly) to a third party without the express authorisation of Company would have a detrimental effect on the business of Company. In consideration of being made privy to the Confidential Information, the Other Party hereby agrees to observe and be bound by the terms of this Agreement.
2. In this Agreement, "Confidential Information" shall include but is not limited to all information, personal data, knowledge and data, whether disclosed before or after the date of this Agreement by or on behalf of Company to the Other Party and howsoever obtained or disclosed or accessed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature (which for the avoidance of doubt includes Company Data or any part thereof) and relate to, *inter alia*, (a) the fact that discussions, negotiations and/or utility are taking place concerning the Purpose and the status of those discussions, negotiations and/or utility, (b) the existence and terms of this Agreement (c) patent and patent applications, (d) trade secrets, and (e) proprietary information, such as mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of Company and including, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, present or potential customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information, which is not in the public domain and in which Company has a business, proprietary or ownership interest or has a legal duty to protect, which Company, in its sole discretion, considers to be confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature.
3. For the avoidance of doubt, '**Company Data**' includes any information belonging to Company or provided by Company for the Purpose including all data, information and computer programs provided by or derived from third parties whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and personal data (of passengers or otherwise), as well as all compilations or databases containing such data and information.
4. The Other Party hereby agrees to use the Confidential Information only for the Purpose and hereby undertakes that the Confidential Information shall only be disclosed to those of its employees, colleagues, servants, officers, advisors, agents, consultants and contractors ("**Agents**") on a need-to-know basis for the Purpose.



5. The Other Party further agrees to keep the Confidential Information in strictest confidence and treat with the same degree of care it extends to its own Confidential Information and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party any Confidential Information received from Company. The Other Party will protect Confidential Information that consists of personal data and shall comply with the Personal Data Protection Act 2012 (No 26 of 2012).
6. Other Party shall not make, or permit any person to make, any public announcement concerning this Agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of Company except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction and provided that the Other Party provides a copy of the proposed disclosure to Company as soon as reasonably possible and as far as reasonably possible before such disclosure in sufficient time in order that Company may, where necessary, make a contemporaneous announcement or public statement of its own. Other Party shall not make use of Company's name or any information acquired through its dealings with Company for publicity or marketing purposes without the prior written consent of Company.
7. The Other Party shall cause its Agents involved with the Purpose to observe or be similarly bound by the terms of this Agreement. The Other Party, as principal party, shall be responsible and held liable for any breach of non-disclosure by any of its Agents. In addition, the Other Party undertakes to (a) take reasonable steps from time to time where necessary to ensure compliance by its Agents involved for the Purpose with the provisions of this clause and (b) immediately notify Company in the event of any loss or unauthorised disclosure of any Confidential Information.
8. The Other Party expressly understands that the Confidential Information disclosed by Company under this Agreement is of a commercially valuable and highly sensitive nature. In the event that Company discovers that the Other Party and/or its Agents (whether individually or collectively) has made or makes or intends to make or causes to be made or permits to be made any unauthorised disclosure of the Confidential Information, Company will be entitled to seek an injunction against any such party to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, Company will be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.
9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of Company and will contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorised in writing by Company.
10. The provisions of this Agreement shall not apply to:
 - (a) Information which at the time of disclosure is in the public domain;
 - (b) Information which becomes part of or enters the public domain other than in breach of this Agreement or other than due to the default or wilful or negligent act or omission of the Other Party or any of its Agents involved for the Purpose;
 - (c) Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the Other Party shall give Company prompt written notice of such request upon discovery of the need of such disclosure and shall use best efforts to limit the scope of disclosure and disclose only that portion of the Confidential Information which it is legally required to disclose and to obtain confidential treatment for any Confidential Information required to be disclosed; and/or
 - (d) Confidential Information which is disclosed to third parties with the prior written consent of Company.
11. The Parties understand that Company does not have any obligation to provide Confidential Information to the Other Party, that Company does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that Company shall not be liable to the Other Party for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties for the Purpose.
12. Upon termination of the Purpose for whatever reason, the Other Party shall not make further use of the Confidential Information related to such Purpose and shall return all of the Confidential Information to Company, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of Company and certify the same have been returned or destroyed, as the case may be.
13. Company may, at any time, direct the Other Party to return all Confidential Information to Company, or part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Other Party shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof to Company.



14. Subject to Clause 15, unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all Intellectual Property Rights belonging to the respective Parties shall remain vested in the Party concerned. “**Intellectual Property Rights**” includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trade marks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters, patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a), (b) or (c) of this definition.
15. All Intellectual Property Rights comprised in any and all materials (including software, source code, documentation, data, concepts and ideas) or any part thereof created or developed (whether jointly or independently by either Party) in connection with the Purpose (collectively, the “**Foreground IP**”) shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably assigned to and shall vest in Company upon creation without further charge. If required by Company, Other Party shall do all things and sign all documents necessary to vest all such Intellectual property Rights assigned or otherwise transferred or granted to Company under this Agreement.
16. Other Party shall indemnify and hold harmless Company and its related and associated companies in full from and against all actions, proceedings, claims, damages, liabilities, settlement sums, charges, losses, costs and expenses (including without limitation, legal costs and expenses and costs of other professionals and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) arising out of or in connection with any claim or action by any third party against Company for actual or alleged infringement of the Intellectual Property Rights in connection with the Foreground IP.
17. Neither Party shall assign its benefits, rights and obligations under this Agreement to any third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party. Subject to the above limitation, this Agreement will inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns.
18. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.
19. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions or part thereof of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Company, its agents or employees, unless by an instrument in writing signed by both Parties. No waiver of any provision of this Agreement shall constitute a waiver of the same or any other provision(s) in this Agreement on another occasion.
20. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 (Cap 53B) to enforce any term of this Agreement.
21. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the exclusive jurisdiction of the Courts of the Republic of Singapore.
22. This Agreement shall come into effect on the Effective Date and shall remain effective for a period of five (5) from the date of this Agreement (“**Expiry Date**”) and for a further period of five (5) from the Expiry Date.

SINGAPORE AIRLINES LIMITED - CONFIDENTIAL
NON-DISCLOSURE AGREEMENT



SIGNED

For and on behalf of

SINGAPORE AIRLINES LIMITED

Signature:

Name: Mr Lee Ser Yi

Title: VP Corporate Sales & Distribution

Company Stamp:

SIGNED

For and on behalf of

Signature:

Name:

Title:

Email Contact:

Company Stamp: