

26 Mar 2018

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

(Please write your name address on above )

Dear Employee,

### **Confidentiality, Non Disclosure and Intellectual Property Rights Agreement (CNDA)**

Welcome aboard.

This is the Confidentiality, Non Disclosure and Intellectual Property Rights Agreement referred to in Clause 9 of your Letter of Appointment. The purpose of this Agreement is to inform you of the Company's policy concerning confidentiality, duty of non-disclosure and Intellectual property rights, during the period of employment as well as thereafter.

For the purpose of this Agreement, the term "Group Company" or "Group Companies" means the ultimate holding company of the Company, and any direct or indirect subsidiary of such holding company, and the terms "holding company" and "subsidiary" shall have the meanings set out in the Companies Act, Cap. 50 of Singapore.

#### **1. Confidential Information**

The Employee acknowledges that he or she will be furnished or have access to confidential, proprietary or trade secret information relating to the Company's (a) marketing or business development activities, including without limitation pricing information, negotiating strategies, business sources and financial information; (b) personnel, including without limitation information regarding personnel actions; (c) other administrative, management, planning, financial, marketing, or purchasing activities; (d) products, processes, formulas, patterns, compilations, programs, devices, methods, techniques, inventions, software, and improvements thereto; (e) research and development activities; (f) designs and technical data; (g) vendors or suppliers, including without limitation contract terms and price lists; or (h) affiliates, customers or clients, including without limitation the existence and terms of the Company's lease and charter agreements, or any other agreements between the Company and its affiliates, customers or clients; affiliates, customer or client lists or databases, contract terms and the services and products performed or provided by the Company to or for its customers or clients. All of this type of information, whether it belongs to the Company or was provided to the Company by a third party with the understanding that it be kept confidential, and any documents, diskettes or other storage media, or other materials or items containing this type of information, are proprietary and confidential to the Company ("Confidential Information").

#### **2. Employee Obligations with Respect to Confidential Information.**

The Employee agrees that he or she **shall not**, during or after his or her employment with the Company, directly or indirectly in any capacity use or disclose, except as expressly authorized by the Company in performing his or her duties on behalf of the Company, any Confidential Information unless required to do so by law or compulsory legal process. If the Confidential Information known by the Employee or in his or her possession is subpoenaed or a demand for production is made for such information, or any other form of legal process is issued with respect to Confidential Information by any judicial, regulatory, administrative, legislative or governmental authority, or any other person or entity, the Employee agrees to notify the Company promptly that such a subpoena or demand has been received. The Employee agrees to use his or her best efforts, consistent with the requirements of applicable law, to protect the Confidential Information from disclosure and to cooperate with the Company in seeking protection against the disclosure of the Confidential Information. If the Employee is required to disclose the Confidential Information, the Employee agrees, at the Company's request

and expense, to use his or her best efforts to obtain assurances that the Confidential Information will be maintained on a confidential basis and not be disclosed to a greater degree than legally required. The Company agrees that the obligations in this Section 2 do not apply to any information that the Employee can establish has become publicly known without a breach of this Agreement by the Employee or a third party's breach of any obligation to maintain the confidentiality of the information.

### **2.1 Return Materials**

The Employee agrees that upon the termination of his or her employment with the Company (or earlier if the Company requests) that he or she will immediately deliver and surrender to the Company all Confidential Information (including all copies of such information) in his or her possession, custody or control.

## **3. Assignment of Intellectual Property Rights**

### **3.1 Ownership of Works**

The Company shall own all rights, including all trade secrets and copyrights, in and to the following works created by Employee while he or she is employed by the Company, whether created on or off the Company's premises: (i) works which relate to or arise out of the actual or anticipated business of the Company; and (ii) works which result from or arise out of any task assigned to Employee or work performed by Employee for the Company (together the "Works"). The Company shall own such Works even if created outside normal working hours and regardless of whether Employee's own equipment or the Company's equipment was used to create the Works. The Works shall include program codes and documentation. To the extent that any Works do not qualify as works made for hire under Singapore Law, this Agreement will constitute an irrevocable assignment by Employee to the Company of the ownership of, and all rights of copyright in, the Works. The Company shall have the right to hold in its own name all proprietary rights in the Works, including but not limited to, all rights of copyright, trade secret and trademark. Employee agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

### **3.2 Disclosure**

The employee will disclose to the Company any and all intellectual property rights (as described in Clause 2 above) made, discovered, originated, created or developed by you, whether alone or with others, in the course of or arising out of your employment with Company.

### **3.3 Assistance**

The employee will provide the Company with all assistance reasonably requested by the Company for the preservation of the Company's interests in all intellectual property rights (as described in Clause 2 above) and shall, at the request of the Company execute all documents and do all acts and things required to vest or perfect the vesting of all such intellectual property rights (as described in Clause 2 above) legally and exclusively in the Company or any nominee or assignee of the Company (at the expense of the Company).

### **3.4 Moral Rights**

The employee hereby waive all moral rights with respect to all intellectual property rights (as described in Clause 2 above) developed or produced in the course of the employment with the Company, including without limitation to any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

### **3.5 Conflicting Obligations and Rights**

The employee will inform the Company in writing of any apparent conflict between employee's work for the Company and:

- (a) any obligations the employee may have to preserve the confidentiality of another's proprietary information or materials; or
- (b) any rights the employee claim to any intellectual property rights (as described in Clause 3) , or other proprietary information or materials, before performing that work.

Otherwise, the Company may conclude that no such conflict exists and the employee shall have no claims whatsoever against the Company in connection with or arising out of such intellectual property rights. The Company shall receive such disclosures in confidence.

#### **4. Injunctive Relief and Indemnification**

The employee understands that any breach of the obligations of confidentiality contained in this Agreement may cause the Company irreparable harm, injury, loss and damage, the extent of which may be impossible to ascertain and which cannot be fully compensated by monetary damages. Accordingly, in the event of any breach or threatened breach of the Agreement, the Company, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance to prevent any further or continuing breach of employee's obligations under this Agreement. The employee shall indemnify and hold harmless the Company from any damage, loss, cost or liability (including legal and expert witnesses' fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use of disclosure by you of the Confidential Information.

#### **5. Waiver**

Any failure, delay or neglect by the Company to enforce at any time any of the provisions hereof shall not be construed nor be deemed to be a waiver of the Company's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Company's rights to take subsequent action. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by the Company shall not constitute a waiver by the Company of its right to pursue any other available remedies.

#### **6. Severability**

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, the provision will be deemed to be restated to reflect as nearly as possible the parties' original intentions in accordance with applicable law, and the remainder of the Agreement will remain in full force and effect. If it is not possible to restate the provision in a legal and valid manner, then the provision will be deemed not to be a part of the Agreement and the remaining provisions will remain in full force and effect..

#### **7. Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, communications and understandings (both

written and oral) regarding such subject matter. This Agreement shall not be modified or any rights under it waived except by a written document executed by all parties.

### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and you agree to be subject to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

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I acknowledge that that I have read and understood the contents of the **Confidentiality, Non Disclosure and Intellectual Property Rights Agreement (CNDA)** and agree to abide by the terms stated to the fullest of my ability.

\_\_\_\_\_  
Name:

Date: