

**EXTERNAL CONTRACTOR  
NON DISCLOSURE AGREEMENT  
("Agreement")**

Effective as of the last dated signature below

Between:

\_\_\_\_\_ (NRIC / Number:- ) \_\_\_\_\_  
(Full Name)  
 of \_\_\_\_\_ with registered Office at \_\_\_\_\_  
(Agency Name) (Address)  
 \_\_\_\_\_ (hereinafter "Recipient")

And

**Dimension Data Asia Pacific Pte. Ltd. (formerly known as "Datacraft Asia Pte. Ltd.") (Company Registration Number: 199301842Z) for and on behalf of itself and the wholly-owned subsidiaries listed below; with its registered business address at 8 Kallang Avenue 1, #15-01 Aperia Tower One, Singapore 339509 (hereinafter "Discloser")**

**RECITALS**

WHEREAS the parties hereto agree that the Recipient shall be granted certain access rights to the Discloser's Information Technology ("IT") Systems in the course of the contract services with Discloser; and

WHEREAS, the Discloser's IT systems may contain information of data related to the Discloser's employees, client lists or its business, including, but not limited to personal data as protected by the data protection legislation; and

WHEREAS, the parties hereto agree that the Recipient shall observe the obligations of confidentiality as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. For the purposes of this Agreement, "**Confidential Information**" shall mean all information of the Discloser, whether personal data or commercial, financial, data disclosed to the Recipient either by provision of access to some or all of the Discloser's IT Systems or otherwise (whether disclosed orally, in documentary form, by demonstration or otherwise) which is contained in any form whatsoever (including without limitation data and information stored on electronic equipment, software, methodologies, data, drawings, films, documents and computer readable media). The business purpose (if applicable) of the provision with the Confidential Information ("**Business Purpose**") shall be described in **Annex 1** hereto.
2. In connection with the Business Purpose, it will be necessary for Discloser, either itself or through a third party acting as agent for it, to disclose certain Confidential Information to the Recipient, which may be communicated orally, in document form, by demonstration or otherwise.
3. The Recipient acknowledges that the Confidential Information of the Discloser may include personal data or commercial assets of considerable value to the Discloser and the Recipient

undertakes in respect of Confidential Information for which it is the recipient:

- (a) to treat such Confidential Information disclosed by the Discloser as confidential;
  - (b) not without the Discloser's prior written consent in each case to communicate or disclose any part of such Confidential Information to any person except:
    - (i) only to those personnel of the Recipient on a need-to-know basis who are concerned with the Business Purpose and who are bound by confidentiality obligations no less restrictive than as set forth in this Agreement;
    - (ii) the Recipient's auditors and professional advisers (if applicable) and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Recipient and who are bound by confidentiality obligations no less restrictive than as set forth in this Agreement
    - (iii) where the Recipient is ordered by a court of competent jurisdiction to do so or there is a statutory obligation to do so, except that the Recipient will use best endeavours to first inform the Discloser in writing before any disclosure under such order or obligation is made; and
    - (iv) to third parties engaged by the Recipient (as applicable) who are concerned with the Business Purpose, who have been expressly authorised in writing by the Discloser to receive the Confidential Information prior to disclosure and who are contractually bound to observe confidentiality obligations no less restrictive than as set forth in this Agreement.
  - (c) to ensure that all persons and bodies mentioned in paragraph (b) above are made aware, prior to the disclosure of such Confidential Information, of the confidential nature thereof, that they owe a duty of confidence to the Discloser and agree to hold such Confidential Information in confidence in accordance with the terms of this Agreement; and to use its reasonable endeavours to ensure that such persons and bodies comply with such obligations;
  - (d) not to use or circulate such Confidential Information within its own organisation except solely to the extent necessary for the purposes of the Business Purpose or any other purpose the Discloser may hereafter expressly authorise in writing;
  - (e) to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorised access, use and misappropriation;
  - (f) to procure at the request of the Discloser for any of those persons and bodies referred to in paragraph (b) (ii) and (iv) to sign a separate confidentiality undertaking with the Company (as applicable) prior to giving access to such Confidential Information.
4. The obligations of confidentiality in Clause 3 above shall not apply:
- (a) to any portion of Confidential Information where Company can demonstrate that the Confidential Information concerned:
    - (i) is or has become publicly known through no fault of the Recipient; or
    - (ii) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or

- (iii) is already known to the Recipient with no obligation of confidentiality at the date it was disclosed by or obtained from Discloser.
  - (b) to any development made by the Company where Company can demonstrate that such development has been made without access to or use of the Discloser's Confidential Information.
5. All material containing Confidential Information furnished by or obtained from Discloser, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts (hereinafter: "**Materials**"), shall be and remain the property of Discloser and shall not be reproduced in whole or part without the Discloser's express written consent. Any copies of the Materials shall become Discloser's property and shall contain such copyright and other proprietary rights notice or legend as appears on the original copy.
  6. Nothing contained in this Agreement shall be construed as granting to or conferring on the Recipient any rights by license or otherwise, expressly or impliedly, in the Discloser's intellectual property or Confidential Information or for any invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement relating to the Confidential Information of the Discloser.
  7. Upon the earlier of (i) completion of the Business Purpose or (ii) termination of this Agreement, the Recipient shall promptly deliver up to the Discloser all Materials supplied by the Discloser incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any materials and documentation prepared by or on behalf of the Recipient or recorded in any memory device. Within fourteen (14) days of such request or completion of the Business Purpose or termination of this Agreement, the Recipient shall certify in writing to the Discloser that it has fully complied with its obligations under this Clause.
  8. The Recipient shall not make or permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name of the Discloser in any public announcements, promotional, marketing or sales materials or efforts without the prior written consent of the Discloser.
  9. This Agreement shall become effective as of the date of the last dated signature below or the date on which any Confidential Information of Discloser is first made available to the Recipient, whichever is earlier.
  10. The termination of this Agreement or the completion of the Business Purpose for any reason shall not affect the obligations set out in this Agreement.
  11. The Discloser reserves the right to take any action deemed appropriate in any event of a breach of agreement by the Recipient, including, but not limited to actions aimed towards recovery of damages caused by the Discloser and/or any available injunctive, temporary or permanent measures to enforce the Recipient to observe the terms and conditions as agreed herein.
  12. Unless otherwise agreed in writing, the Discloser shall bear no responsibility whatsoever for the completeness or accuracy of its Confidential Information.
  13. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and both parties agree to the exclusive jurisdiction of the courts therein. Contracting out of Contracts Act. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act Cap 53B of the Republic of Singapore ("Act") to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. Wholly-owned subsidiaries of Discloser which forms part of this Agreement:

Country	Dimension Data Asia Pacific Pte. Ltd.'s wholly-owned subsidiaries
Singapore	Dimension Data (Singapore) Pte. Ltd. (Company Registration Number: 198304180K)
	Training Partners Pte. Ltd. (Company Registration Number: 199406994E)
	JQ Network Pte. Ltd (Company Registration Number: 199600696M)
Malaysia	Dimension Data (Malaysia) Sdn. Bhd. (Company Registration Number: 336647A)
Thailand	Dimension Data (Thailand) Limited
	Training Partners Co. Limited
Indonesia	PT. Dimension Data Indonesia
India	Dimension Data India Limited
Peoples' Republic of China	Dimension Data (Beijing) Limited
Hong Kong Special Administrative Region of China	Dimension Data China/Hong Kong Limited
Taiwan Republic of China	Dimension Data Taiwan Limited
Korea	Dimension Data Korea Inc.
Japan	Dimension Data Japan Inc.
The Socialist Republic of Vietnam	Dimension Data Vietnam Ltd
New Zealand	Dimension Data New Zealand Limited
Philippines	Dimension Data Philippines Inc.
Macau Special Administrative Region of China	Dimension Data (Macau) Limited

SIGNATURE PAGE FOLLOWS

The individuals signing below represent that they have authority to bind the named parties to this Agreement.

<b>Signed for and on behalf of Discloser:</b>	<b>Signed for and on behalf of Recipient:</b>
<b>DATE:</b>	<b>DATE:</b>
<b>NAME: Abdul Rahman Suhaimi</b>	<b>NAME:</b>
<b>TITLE: Planning &amp; Resource Manager</b>	<b>TITLE:</b>

**ANNEX 1**

**DESCRIPTION OF THE BUSINESS PURPOSE**

Contract services for the provision of systems transition, project implementation and systems operations support services for the end-client, \_\_\_\_\_, in Asia Pacific during the duration of the services and for five (5) years after expiry or termination of the contract for services.

END