

**NON-DISCLOSURE AGREEMENT
("Agreement")**

THIS AGREEMENT is entered into on this 27th day of July 2021 ("Effective Date") between **ComfortDelgro Corporation Limited** (Registration no. 200300002K), located at 205 Braddell Road Singapore 579701 ('**ComfortDelgro or CDG or CDG Group**'), and Iris Har Jing Ru (Last 4 Character of NRIC: .942E) (**Counter-Party**).

Whereas the parties hereto may share certain Confidential Information with each other in connection **with all project works due to IS483- "Project CDG" ("Purpose")**, the parties hereto agree as follows:

- 1. Definition of Confidential Information.** For the purposes of this Agreement, '**Confidential Information**' means any data, information, diagram, know-how and idea that is confidential or proprietary to a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") before, on or after the Effective Date in connection with the Purpose whether in tangible or intangible form, howsoever disclosed, and includes, but is not limited to, marketing strategies, plans for products or services, financial information or projections; technical information; customer or supplier information; Personal Data as defined under the Personal Data Protection Act (PDPA); and any other information that should reasonably be recognized as confidential information or trade secrets of Disclosing Party.
- 2. Restrictions.** Receiving Party agrees to use the Confidential Information solely in connection with the Purpose, and agrees to (a) limit disclosure of any Confidential Information to its Affiliates, or any of the Receiving Party's or its Affiliates' directors, employees, agents or representatives (collectively '**Representatives**') who have a strictly business need to know in connection with the Purpose, and who are bound by confidentiality obligations no less stringent than those under this Agreement; (b) keep all Confidential Information strictly confidential and secure from unauthorised access by using a reasonable degree of care; and (c) not copy nor disclose any Confidential Information to any third party without the prior written consent of Disclosing Party. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives to whom Confidential Information has been disclosed. "Affiliate" shall mean any company which controls, is controlled by, or is under the same control as the Receiving Party. "Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of such company's capital or equivalent voting rights.
- 3. Exceptions.** The restrictions under this Agreement do not apply to Confidential Information which (a) is or becomes publicly available through no fault of or breach of this Agreement by the Receiving Party or any Representative, (b) is or becomes lawfully available to the Receiving Party without any confidentiality obligation, (c) is required to be disclosed by relevant law, judicial order, or pursuant to the rules or regulations of any regulatory authority including without limitation the stock exchange; (d) is already in the possession of or known to the Receiving Party before disclosure under this Agreement; (e) is independently developed by the Receiving Party whether on its own or jointly with any third party(ies) without using the Confidential Information; or (f) is approved for release or use by written authorisation of the Disclosing Party.
- 4. Return and Destruction of Confidential Information.** All Confidential Information and any copies thereof shall, upon termination or expiration of this Agreement, or upon Disclosing Party's request at any time, be promptly destroyed or returned to Disclosing Party, provided that the Receiving Party shall be permitted to retain such copies of the Confidential Information for the purposes of and so long as required to comply with any applicable law, court order or regulatory agency or authority.
- 5. Term.** This Agreement shall become effective as of the Effective Date, and shall remain in force for a period of **two (2) years**. Notwithstanding the foregoing, the rights and obligations with respect to the Confidential Information disclosed under this Agreement shall survive termination or expiration of this Agreement for a period of two (2) years from such termination or expiration.
- 6. Breach.** Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, by Receiving Party or its Representatives, and will cooperate with Disclosing Party to regain possession of Confidential Information or prevent its further unauthorized use.
- 7. Indemnity.** Receiving Party hereby agrees to indemnify and hold Disclosing Party, its directors, employees and agents harmless against all claims, losses, damages, expenses, penalties and proceedings arising from a breach or alleged breach of any provision in this Agreement or failure to comply with the PDPA with respect to any Personal Data obtained under this Agreement.
- 8. No Publicity.** The Parties agree that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party (except by Receiving Party to its Representatives) without the prior written consent of both Parties. Further, no Party may, without the prior written consent of the other Party, disclose to any third party (except by Receiving Party to its Representatives) about the potential transaction contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the

CONFIDENTIAL

Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof. However, nothing herein shall prevent any Party from disclosing any Confidential Information to the extent required in or in connection with the purpose of instituting legal proceedings or enforcing its rights under this Agreement.

- 9. Equitable Remedies.** The Receiving Party agrees that damages may not be an adequate remedy and the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by Receiving Party under this Agreement, in addition to any other remedies available to the Disclosing Party in law or in equity.
- 10. No Warranties.** No representations or warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement. Disclosing Party shall have no liability whatsoever for any error or omission in the Confidential Information or for any decision made by Receiving Party using the Confidential Information or for any consequence of the use of the Confidential Information by Receiving Party, or for the accuracy, completeness or sufficiency thereof. Nothing herein shall obligate Disclosing Party to disclose any particular information to Receiving Party.
- 11. No Assignment.** This Agreement shall not be assigned by any party hereto without the prior written consent of the other party.
- 12. No Waivers.** No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- 13. No Contract.** This Agreement shall not constitute an offer or acceptance or any form of agreement for the sale or purchase of goods and/or services, or in relation to any cooperation between the parties hereto in connection with the Purpose or otherwise. The parties hereto shall have no obligation to enter into any further agreement with each other regarding the Purpose.
- 14. No License.** No other right or license, whether expressed or implied, in the Confidential Information is granted to Receiving Party hereunder. Title to the Confidential Information will remain solely in Disclosing Party.
- 15. Contracts (Rights of Third Parties) Act.** Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement nor to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B) the application of which is hereby expressly excluded. Any person who is not a party to this Agreement shall have no right whatsoever to enforce this Agreement or any of its terms.
- 16. Entire Agreement.** This Agreement supersedes all prior discussions and writings, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
- 17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Republic of Singapore, and the parties hereto agree to submit to the exclusive jurisdiction of, and venue in, the courts in Singapore in any dispute arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as at the date first above written.

COMFORTDELGRO CORPORATION LIMITED

By _____

Name: Gary HOW

Title: AVP, Data Team Lead

COUNTER-PARTY

By 

Name: Iris Har Jing Ru

Title: Student at Singapore Management University