

NON-DISCLOSURE AGREEMENT

This Agreement, effective **1 September 2011** between **Royal T Group Pte Ltd** ("RTG"), a company incorporated in Singapore with its registered address at **20 Kramat Lane, United House, #03-11 Singapore 228773**, and **Quek Tian Boon Daniel** ("Recipient"), a company/business/individual registered in Singapore with its registered address or place of business at **133 Teck Whye Lane #04-383 S680133**, shall govern the conditions of disclosure by RTG of certain proprietary and confidential technical and/or business information relating to RTG and which information may at RTG's sole discretion, include information on its related corporations or information which had been entrusted to RTG by a third party ("Confidential Information") to Recipient for the purpose of and in connection with certain services to be supplied and certain work to be performed by Recipient for RTG including, without limitation, the resale of RTG's products and services ("Purposes").

The parties agree as follows:

1. In accordance with the above-stated Purposes, it may be necessary and desirable that RTG disclose to Recipient certain Confidential Information relating to RTG's business, including, but not limited to any or all of the following: RTG's present, future or proposed products, product designs, business forecasts, procurement requirements, plans and technology relating to the foregoing.
2. Recipient shall not disclose the Confidential Information to others or use it to compete against RTG or for any other purpose except as permitted under this Agreement.
3. Recipient shall use the Confidential Information solely for the above stated Purposes and not for itself or for others. Recipient shall not use the Confidential Information or its knowledge of the existence of the Confidential Information, or the fact that it has been provided to Recipient for any purpose other than the above stated Purposes. Recipient shall restrict dissemination of such Confidential Information within its own organization, except to the extent necessary for supplying RTG with goods and services at its order, discussions and consultations with authorized representatives of RTG in connection therewith, and for the Purposes hereof or any other purpose RTG may hereafter authorize in writing. Recipient shall obtain from its employees and other persons (other than RTG's authorized representatives) to whom the Confidential Information is disclosed pursuant to this paragraph a binding undertaking to maintain confidentiality of the Confidential Information and to otherwise comply with the provisions hereof. Recipient shall inform RTG in writing the names and particulars of the persons to whom the Confidential Information will be disclosed and send to RTG a copy of the signed undertaking.
4. The non-disclosure obligations set forth in paragraphs 2 and 3 hereof shall not apply, to the extent Recipient can prove that such Confidential Information was:
 - a. previously lawfully in Recipient's possession, as evidenced by its written records or other reasonable evidence, provided that the source of such information was not subject to any agreement or other duties relating to confidentiality;
 - b. subsequently acquired by Recipient free of any obligation of confidence or received from a third party having an independent right to disclose the information;
 - c. to the extent it is now or later becomes publicly known through no fault of Recipient.
5. Recipient agrees that the right, title and interest in the Confidential Information and all information and materials including, without limitation, drawings, specifications, photographs, models, apparatus, sketches, designs, software, lists, documents and other information supplied to Recipient by or on behalf of RTG shall remain the property of RTG and shall be returned to RTG promptly at its request together with all copies made thereof. Nothing contained in this Agreement shall be construed as granting or conferring any right or interest, by license or otherwise, to the Recipient in the Confidential Information or to make copies thereof in any form whatsoever.
6. Communications from Recipient to representatives of RTG shall not violate the proprietary rights of any third party and shall be made without obligation of confidence on the part of RTG.
7. Recipient agrees and acknowledges that neither RTG nor its related corporations (if applicable) have made any representations or given any warranties on the completeness of the Confidential Information. RTG disclaims any and all liability for representations or warranties, expressed or implied contained in the Confidential Information or for omissions from any written or oral communications transmitted or made available.



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8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned or transferred by Recipient whether directly or indirectly without RTG's prior written consent.
9. The Recipient shall, at its sole expense and cost, take all reasonable and lawful actions including, without limitation, legal proceedings to prevent or stop any violation, contravention or breach of this Agreement. In the absence of such action by the Recipient, RTG may take such action in the name of the Recipient or otherwise and at the Recipient's expense and cost.
10. The Recipient hereby indemnifies and agrees to indemnify RTG against any loss, damage, cost or expense (howsoever described), whether direct or indirect, which RTG may suffer as a result of, in connection to or as a result of the Recipient's failure to comply with any terms or conditions of this Agreement.
11. The parties agree that there can be no adequate remedy at law for breach of the Recipient's obligations hereunder and upon any such breach or any threat by the Recipient, RTG shall be entitled to appropriate equitable relief, including injunctive relief in addition to whatever other remedies it might be entitled to. In any action to enforce this Agreement, RTG shall be entitled to recover its attorney's fees, court costs and related expenses. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to RTG.
12. This Agreement shall be governed by and construed in accordance with the laws of Singapore, without regard to conflict of laws principles. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
13. This Agreement, shall remain in effect for a period of **three (3)** years from the date hereof and may be extended by mutual written agreement of the parties provided that the Recipient's duty to protect RTG's Confidential Information shall survive the termination or expiration of this Agreement and shall expire **three (3)** years from the date of disclosure.
14. Upon completion and successful launch of Gong Cha's iPhone application, a sum of five hundred Singapore dollars (S\$500.00) will be paid by RTG to Recipient as a token of appreciation.
15. Recipient will assist in minor content changes required to be made during the period in accordance to this agreement.

Content changes will include:
 - Minor cosmetic changes pertaining to change of text/color/replacement of images
 - Additions/changes to promotional space
 - Additions/changes to drinks menu
 - Additions/changes to store locator
16. Full technical support will be provided by Recipient for **six (6)** months from launch of iPhone application to the store.

IN WITNESS WHEREOF, the parties have executed this Agreement on the **15 day of September, 2011**, by their respective authorized signatories.

QUEK TIAN BOON DANIEL

NRIC: S8510870J
Date : 21 November 2011

ROYAL T GROUP PTE LTD

ROYAL T GROUP PTE LTD
20 KRAMAT LANE
#03-11 UNITED HOUSE
SINGAPORE 228773

Name : Audrey Chua
Designation : Marketing Executive
Date : 11 November 2011