

Date :

Name : **Bryan Lim**

NRIC No.:

## **NON-DISCLOSURE AGREEMENT**

This will confirm our interest in your services, which you can provide to \_\_\_\_\_  
("Agency").

Our current discussions and transaction(s) may involve the disclosure of information that we consider to be confidential and proprietary. Accordingly, this letter sets forth the understanding between both parties regarding such disclosures.

The term "Proprietary Business Information" means all information and materials relating to the Agency's business, including, without limitation, financial information and materials, salary and personnel information, trade secrets and proprietary and confidential technical, creative, marketing and business information and the like relating to customers, suppliers, clients or otherwise to the Agency's business or potential interests which are supplied to or received by you, all "Creative Materials" (as defined below), and all analyses, compilations, studies, data, prototypes or other documents or materials prepared by you which are based on or incorporate any of the Agency's Proprietary Business Information.

The term "Creative Materials" means all advertising, marketing, promotional, creative or other materials (including, but not limited to, sketches, designs, artwork, storyboards, layouts, copy, slogans, taglines, films) developed or supplied by or on behalf of the Agency and any and all ideas embodied in such materials.

You agree to treat the Agency's Proprietary Business Information as confidential trade secrets and shall take such steps to protect such Proprietary Business Information as you do to protect your own most highly sensitive proprietary and trade secret information.

You agree to keep in strictest confidence and not: (i) use for your own purposes (e.g. to include them in your personal portfolio); (ii) disclose or make available to any third party or through social media any of the Agency's Proprietary Business Information; or (iii) make or retain any copies or extracts of any of the Agency's Proprietary Business Information in any manner or in any format, including, without limitation, by means of electronic, mechanical, photocopies, recordings or storage in any retrieval system.

Proprietary Business Information may be disclosed only to other parties or agents, who: (i) reasonably require access to such information for evaluation of the potential relationship; and (ii) have been informed of the confidential nature of the Proprietary Business Information and agree to be bound by the terms hereof. To the extent you desire to disclose any Proprietary Business Information to another party who otherwise satisfies the requirements of this section, such party shall first enter into a signed agreement with the Agency consistent with the terms set forth herein.

Notwithstanding the foregoing, nothing herein shall in writing limit the disclosure of Proprietary Business Information which: (i) is legally in the possession of yourself prior to receipt thereof from the Agency; (ii) enters the public domain through no fault of yourself; or (iii) is disclosed to yourself without restriction or breach of any duty of confidentiality by a third party who had the right to make such disclosure.

In the event you are required by law or legal process to disclose any Proprietary Business Information, you shall provide prompt notice of such to the Agency so that legal protection for the Proprietary Business Information may be sought. In any event, you agree to disclose only such portions of the Proprietary Business Information as are necessary to comply with such law or legal process.

All Proprietary Business Information and any other copies of derivatives thereof in whatever form shall be returned to the Agency upon request or upon completion or termination of the discussions or transaction(s).

No license or other right is hereby granted, either express or implied, to either party: (a) with respect to the Proprietary Business Information (including, but not limited to, any Creative Materials); or (b) under any patent, patent application, copyright, trademark or other proprietary right now or hereafter owned or controlled by the Agency.

Should any provision of this agreement be held to be illegal or unenforceable, such holding shall not affect the validity of the remainder of this agreement.

This agreement shall be construed, governed, interpreted and applied in accordance with the laws of the Republic of Singapore.

The confidentiality obligations hereunder shall survive any expiration or termination of this agreement.

If the foregoing is acceptable, please sign in the space provided below.

Yours sincerely

For and on behalf of \_\_\_\_\_

Agreed to and accepted:

-----

**Name:**

**NRIC No:**

**Date:**

**Role:**

-----

**Name: Bryan LIM**

**NRIC No.:**

**Date:**

**Role:**