



NON-DISCLOSURE AGREEMENT ("AGREEMENT")

THIS AGREEMENT is effective as of _____
 ("**Commencement Date**") and is entered into by and between:

- (1) Grabtaxi Holdings Pte Ltd (Registration Number 201316157E), a company incorporated in Singapore whose registered office is at 6 Battery Road #38-04 Singapore 049909 (the "**Disclosing Party**");

AND

- (2) _____ (NRIC /Passport No.: _____), a _____ citizen residing at the address: _____

("**Recipient**");

The Disclosing Party and the Recipient shall throughout this Agreement be referred to collectively as the "**Parties**" and individually as "**Party**".

RECITALS:

- (A) The Recipient is an individual researcher and intends to view certain Confidential information of the Disclosing Party for solely his or her personal, non-commercial purposes relating to academic research ("**Purpose**").
- (B) The Parties have entered into this Agreement to assure that the privacy and confidentiality of such information is protected, preserved and maintained, in accordance with the terms of this Agreement.

IT IS AGREED AS SET OUT BELOW:

1. INTERPRETATION

- 1.1. In this Agreement the following expressions shall, where the context so admits, be deemed to have the following meaning:

"**Confidential Information**" means any and all information, materials and data of Disclosing Party or its affiliates, in whatever format and on whatever medium that is disclosed by the Disclosing Party or its affiliates to Recipient that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. For the avoidance of doubt, 'Confidential Information' includes but is not limited to (i) non-public information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs; (ii) third-party information that the Disclosing Party is obligated to keep confidential; (iii) the nature, content, terms and conditions and existence of this Agreement; (iv) personal data (if any); (v) any information disclosed by Disclosing Party prior to, on or after the Commencement Date to Recipient and any Results; (vi) the terms and conditions of this Agreement; and (vii) any datasets disclosed by Disclosing Party or its affiliate(s).

"**Know-how**" means unpatented technical information (including information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain.

"**Results**" means all information, data, techniques, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or developed pursuant to or in connection with the Purpose.

- 1.2. In this Agreement, unless the context otherwise requires:
- (a) the headings to the clauses hereof shall not be taken into consideration in the interpretation or construction thereof or of this Agreement;
 - (b) references to Recitals, Clauses and Schedules are references to recitals and clauses of and schedules to this Agreement unless otherwise stipulated;
 - (c) "including" and similar expressions are not and must not be treated as words of limitation;
 - (d) the expressions "Disclosing Party" and "Recipient" shall include their respective successors-in-title and permitted assignees; and
 - (e) words denoting an obligation on a Party to do, any act, matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to permit or allow infringement of the restriction.

2. CONFIDENTIALITY

- 2.1 The Recipient hereby irrevocably and unconditionally undertakes to and with the Disclosing Party that where he / she ("it") receives Confidential Information from Disclosing Party or its affiliate(s) it shall:

- (a) keep all Confidential Information strictly private and confidential by using a reasonable degree of care, but not less than the degree of care it uses in safeguarding its own confidential information; and
- (b) not cause the Confidential Information to be distributed, disclosed or disseminated in any way or form to any third party without the prior written consent of the Disclosing Party;
- (c) use the Confidential Information solely and to the extent strictly necessary for the Purpose and not for any purpose other than as authorized by this Agreement without the prior written consent of the Disclosing Party;
- (d) make no claim whatsoever that the Confidential Information is the property of the Recipient nor make or file any challenge that the Confidential Information is in the public domain or is not confidential or that the Confidential Information is not the property of the Disclosing Party and further agrees that no right or license, whether expressed or implied, in the

Confidential Information is granted to the Recipient hereunder as well as shall provide Disclosing Party with necessary assistance to evidence or ensure the same; and

- (e) not do, or omit to do, anything which, in the opinion of Disclosing Party, results (or may result) in damage to the reputation, good name and market perception of the Disclosing Party.

2.2 The Parties agree that the requirement in Clause 2.1 above shall not apply to any part of the Confidential Information supplied by the Disclosing Party which:-

- (a) is already in the public domain or becomes available to the public through no breach or default of this Agreement by the Recipient;
- (b) was in the Recipient's possession prior to receipt from the Disclosing Party as proven by the Recipient's written or other tangible and permanent records;
- (c) is approved for release in accordance with Clause 2.3 below from the Disclosing Party; and
- (d) is required to be disclosed by law, court order, or where otherwise so required by law, regulation or similar legal authority provided that the Recipient promptly notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Recipient agrees that it shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Recipient is legally requested or required to disclose such Confidential Information, the Recipient agrees to discuss the extent of such disclosure beforehand with the Disclosing Party and in any event, such disclosure must be no more than is necessary for compliance by the Recipient under the law.

2.3 Recipient may publish or present the Results at any symposia, national, international, or regional professional meeting, academic lecture or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, provided always that Disclosing Party's prior written approval has been obtained in the following manner:

For the first publication or presentation:

- (a) Recipient shall furnish Disclosing Party with copies of such publication or presentation material in advance of the submission of such proposed publication or presentation to a journal, editor, or any other third party.
- (b) Within sixty (60) days of receipt of the proposed publication or presentation, Disclosing Party will

notify Recipient in writing of its objection(s) or approval of the same. Such approval will not be unreasonably withheld, and the proposed publication or presentation may only be published or presented after Recipient has received Disclosing Party's written approval of the same. Disclosing Party reserves the right to approve the same subject to Recipient's compliance with certain conditions including without limitation crediting Disclosing Party in the publication and/or entering into a separate agreement.

- (c) Provided that Disclosing Party has no other objections to the proposed publication or presentation, in the event that Disclosing Party objects in writing to the proposed publication or presentation on the basis that it contains Disclosing Party's Confidential Information, such Confidential Information shall be deleted from the proposed publication or presentation or otherwise amended to the extent Disclosing Party deems necessary to avoid disclosure of Disclosing Party's Confidential Information before the Recipient publishes or presents the same.

For subsequent publication or presentation:

- (d) Recipient shall furnish Disclosing Party with copies of such publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or any other third party, where the proposed publication or presentation materially differs from the first publication or presentation. For the purpose of this clause, any amendments which are not merely editorial shall constitute a material difference.
- (e) Within thirty (30) days of receipt of the proposed publication or presentation, Disclosing Party will notify Recipient in writing of its objection(s) or approval of the same. Such approval shall not be unreasonably withheld, and the proposed publication or presentation may be published or presented after Recipient has received Disclosing Party's written approval of the same.
- (f) Provided that Disclosing Party has no other objections to the proposed publication or presentation, in the event that Disclosing Party objects in writing to the proposed publication or presentation on the basis that it contains Disclosing Party's Confidential Information, such Confidential Information shall be deleted from the proposed publication or presentation or otherwise amended to the extent Disclosing Party deems necessary to avoid disclosure of Disclosing Party's Confidential Information before the Recipient publishes or presents the same.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 3.1 The Recipient agrees that all Confidential Information shall remain the property of the Disclosing Party and that the Disclosing Party may use such Confidential

Information for any purpose without obligation to the Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights of the Disclosing Party in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information to the Recipient. If the Recipient provides any ideas, suggestions or recommendations to Disclosing Party regarding the Confidential Information ("Feedback"), Disclosing Party shall be free to use and incorporate such Feedback in its products, without payment of royalties or other consideration to Recipient.

3.2 No Confidential Information received by the Recipient from the Disclosing Party shall constitute representations, warranties nor guarantees upon which the Recipient may rely and the Disclosing Party shall assume no responsibilities, obligation nor liability in this regard to the Recipient.

3.3 The Disclosing Party does not represent or warrant that the Confidential Information is correct and the Disclosing Party, its employees, officers, directors, agents, advisors and its shareholders shall have no liability whatsoever to the Recipient or its personnel in respect of the use of the Confidential Information.

4. DURATION AND TERMINATION

4.1 This Agreement is effective from Commencement Date and shall continue to subsist until termination of the Agreement by Disclosing Party, or the expiry of five (5) years after the Commencement Date, whichever is the later.

4.2 This Agreement may be terminated by Disclosing Party at any time by giving Recipient a written notice. For the avoidance of doubt, on termination of this Agreement, the Recipient's right to use the Confidential Information will immediately cease.

4.3 Within thirty (30) days from the date of a written notice by the Disclosing Party or upon termination in accordance with Clause 4.2 above, the Recipient shall procure the prompt deletion or destruction of all and any part of the Confidential Information in Recipient's possession or control. If required by Disclosing Party, the Recipient shall provide written evidence (in the form of a signed letter) no later than five days after termination of this Agreement that these have been destroyed and that it has not retained any copies of them.

4.4 The termination of this Agreement does not affect any accrued rights or remedies which the Disclosing Party may have. The Recipient's obligations and undertakings with respect to any Confidential Information received shall survive termination of this Agreement.

5. REMEDIES

5.1 The Recipient agrees that the obligations of the Recipient provided herein are necessary and reasonable in order to protect the Disclosing Party and its business, and the

Recipient expressly agrees that it would be impossible or inadequate to measure and calculate the Disclosing Party's damages from any breach of the covenants set out in this Agreement. Accordingly, it agrees and acknowledges that any such breach or threatened breach of the covenants will cause irreparable injury to the Disclosing Party and that the Disclosing Party will have available, in addition to any other right or remedy available in law, in equity or otherwise, without proof of special damages, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement.

5.2 The Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Recipient irrevocably and unconditionally represents, warrants and undertakes that:

- (a) it has the legal power and authority to enter into, exercise its rights and lawfully perform and comply with its obligations under this Agreement;
- (b) its obligations under this Agreement are valid;
- (c) it has the necessary expertise and resources to undertake and fulfil its obligations in accordance with the terms of this Agreement; and
- (d) if it is provided with anonymized data, then it shall not attempt to reverse-engineer, recreate, combine with any other dataset, or otherwise re-identify any data subject from the anonymized data.

6.2 The Recipient shall, at its sole expense, indemnify, hold harmless and defend the Disclosing Party and its affiliate(s) from and against all third party claims, suits, actions, losses, damages, settlements, penalties, fines, costs and expenses (including legal fees and costs on an indemnity basis) and liabilities, directly or indirectly, of any kind or nature arising from or in connection with any breach of this Agreement by the Recipient.

7. SEVERABILITY

7.1 If any provision of this Agreement shall be held illegal or unenforceable in whole or in part, such provision shall to that extent be deemed not to form part of this Agreement but the enforceability of the remaining provisions shall not be affected and shall remain in full force.

8. SUCCESSORS AND ASSIGNS

8.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and

personal representatives. Notwithstanding the foregoing, Recipient shall not assign, transfer, novate or sub-contract any of its rights and obligations under this Agreement without Disclosing Party's prior written consent. Disclosing Party may assign, transfer, novate, sub-contract or otherwise dispose of any or all of its rights and obligations without the Recipient's consent to any third party from time to time.

9. CONSTRUCTION

9.1 The language used in this Agreement will be deemed the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against either Party.

10. ENTIRE AGREEMENT

10.1 This Agreement set out the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, agreements, or contracts, whether written or oral.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties submit to the exclusive jurisdiction of the courts of law of and in Singapore.

12. NOTICE

12.1 Any notice or other communication to or by any party to this Agreement may be sent by hand, by email, or by post to the Party concerned at the address or email address of such Party as provided herein below:-

- (a) If sent to the Disclosing Party:
Attention: _____
Address: _____
Email address: _____
- (b) If sent to the Recipient:
Attention: _____
Address: _____
Email address: _____

13. VARIATIONS

13.1 Any variation of this Agreement or any of its terms shall be mutually agreed to by the Parties hereto and shall be in writing.

14. TIME

14.1 Time wherever mentioned shall be of the essence of this Agreement.

15. SIGNING AND COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original, but such counterparts or duplicates shall together constitute but one and the same agreement and shall come into effect on the date first hereinabove

mentioned irrespective of the diverse dates upon which the Parties may have executed this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

The Parties have signed this Agreement as set out below.

SIGNED by _____)
Name : _____)
Designation: _____)
for and on behalf of _____)
Grabtaxi Holdings Pte Ltd. _____)
(Company No: 201316157E _____)

SIGNED by _____)
Name : _____)
NRIC No. : _____)