**CONFIDENTIALITY, NON-DISCLOSURE AND**

**NON-SOLICITATION AGREEMENT** **(**“**AGREEMENT”)**

**THIS AGREEMENT** is dated **22 January 2022** and is entered into by and between:

(1) **Grabtaxi Holdings Pte Ltd, (Company No.: 201324745D**) a company incorporated in Singapore under the Laws of Singapore and having its registered office at Singapore and including its successors in title and assigns (the “**Disclosing Party**”);

**AND**

(2) **Izz Hafeez Bin Zek Hazley** (**NRIC/Passport No.: T0032991B**), a **Singapore** citizen residing at **Blk 500 Pasir Ris St 52 #09-205 (S) 510500** the “**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 Parties have entered into, will be entering into, or may enter into, a relationship whereby the Recipient, being staff or personnel of a service provider contracted by Disclosing Party and/or its affiliated entities to perform certain services, in connection therewith shall perform certain services for the Disclosing Party and/or its affiliated entities (“**Relationship**”).

(B) Pursuant to the Relationship, the Disclosing Party may disclose to the Recipient certain Confidential Information.

(C) 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 data, documents or informations that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whether verbal, written or electronic and whether stored or capable of being stored in any information or document storage or retrieval media, whenever and however disclosed, whether marked as confidential or not, including but not limited to:

(i) all information that the Disclosing Party designates as being private and/or confidential which is disclosed before, during or after the formation of the Relationship;

(ii) all information relating to released or unreleased products, developed or being developed by the Disclosing Party, the marketing or promotion of any product owned by the Disclosing Party, the Disclosing Party’s business policies or practices;

(iii) all tangible materials in any format or media containing confidential information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable, and know-how which are proprietary to the Disclosing Party;

(iv) any copyright (including future copyright) and rights in the nature of or analogous to copyright, patents and patent applications, trademarks and service marks, designs, trade names, trade dress, confidential information, circuit layouts and processes or other intellectual property right;

(v) any marketing strategies, plans, budget, financial information, projections, operations, plans, sales estimates, business plans or performance results relating to the past, present or future business activities of the Disclosing Party, subsidiaries, associated companies and/or affiliated companies;

(vi) any plans for sales, marketing, advertising or promotions of products or services, or any customer, vendor or supplier lists;

(vii) any scientific or technical information, invention and discovery, machines, compositions, computer programs, research projects, business information, product specifications, customer lists, pricing data, sources of supply, marketing, production, merchandising systems or plans, business strategies and sales and marketing information, procedure, formula, improvement, technology or method;

(viii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information or trade secrets;

(ix) all Restricted Information;

(x) all Documents;

(xi) all Intellectual Property;

(xii) all Technology; and

(xiii) any other information that should reasonably or ought reasonably to be recognized as confidential information of the Disclosing Party.

For the avoidance of doubt, the term “Confidential Information” is deemed to include all disclosures from the Disclosing Party to the Recipient which qualify as Confidential Information but are verbal.

“**Documents**” means, in relation to the Disclosing Party, all plans, reports, records, papers, compilations of information/data, drawings, sketches, data, technical information, technical know-how, source code and object code to computer software, designs and other documents, and all copies thereof, whether or not reduced to writing or stored in or accessible through any electronic, digital or other media, which are developed or created or which comes into the Recipient’s possession or control or which the Recipient has access to.

“**Intellectual Property**” means any and all intellectual and industrial property and proprietary rights of the Disclosing Party throughout the world, including, without limitation, rights in respect of, or in connection with:

(a) copyright (including future copyright) and rights in the nature of or analogous to copyright;

(b) inventions and discoveries;

(c) patents and patent applications;

(d) trade marks and service marks;

(e) designs, circuit layouts and processes;

(f) technology;

(g) trade secrets, compositions of matter and formula;

(h) know-how, improvements and ideas; and

(i) indication of source or appellation or origin and geographical indicators,

whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions.

“**Restricted Information**” means any and all Documents and information, whether or not marked “confidential” and disclosed to the Recipient whether in pictorial, written, verbal, electronic, visual or any other form or medium, and including, without limitation, the following which shall be deemed to be of a confidential nature : -

(a) all Intellectual Property belonging to or licensed to Disclosing Party;

(b) any data, specifications, reports and other materials relating to the business of the Disclosing Party;

(c) any information relating to the Disclosing Party’s business, operations, administration, services, strategic or marketing plans as updated periodically;

(d) any information relating to expertise and Technology owned or developed by or on behalf of or licensed to the Disclosing Party; and

(e) accounting or financial information of the Disclosing Party.

“**Technology**” means any and all technology, technical know-how, engineering techniques, information, experience, data, specifications, processes, drawings, designs, programs, software, hardware, database, proprietary rights, know-how and other material including all improvements thereto and adaptations thereof.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 “person” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

1.2.2 a “day”, “month” or “year” shall be construed by reference to the Gregorian calendar;

1.2.3 the words “hereof”, “herein”, “hereon” and “hereunder” and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

1.2.4 words importing the singular number shall include the plural number and vice versa and the use of any gender shall include all other genders;

1.2.5 the headings to the clauses hereof shall not be taken into consideration in the interpretation or construction thereof or of this Agreement;

1.2.6 references to Recitals, Clauses and Schedules are references to recitals and clauses of and schedules to this Agreement unless otherwise stipulated;

1.2.7 a period of days from the occurrence of an event or the performance of any act or thing shall be deemed to exclude the day on which the event happens or the act or thing is done or to be done (and shall be computed from the day immediately following such event or act or thing), and if the last day of the period is a Saturday, Sunday or public holiday (“**Excluded Day**”) in Singapore, then the period shall include the next following day which is not an Excluded Day;

1.2.8 “including” and similar expressions are not and must not be treated as words of limitation;

1.2.9 the expressions “Disclosing Party” and “Recipient” shall include their respective successors-in-title and permitted assignees; and

1.2.10 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 From time to time, the Disclosing Party may disclose Confidential Information to the Recipient.

2.2 The Recipient hereby irrevocably and unconditionally undertakes to and with the Disclosing Party that 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 used by it 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 in connection with the Relationship and not for any purpose other than as authorized by this Agreement without the prior written consent of the Disclosing Party;

(d) ensure that the Confidential Information shall not be copied, recorded or duplicated, or if disclosed orally, not subsequently be reduced in writing or in any medium except as is reasonably necessary for the purpose of the Relationship and/or as expressly approved in writing by the Disclosing Party; and

(e) 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 other than expressly provided herein, no right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder.

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

1. is already in the public domain or becomes available to the public through no breach or default of this Agreement by the Recipient;
2. 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;
3. is rightfully received by the Recipient from a third party without any restriction on disclosure and without any breach by the third party of any obligation of confidentiality to the Disclosing Party;
4. is independently developed by the Recipient as proven by its written records prior to the date of this Agreement;
5. is approved for release by written agreement from the Disclosing Party; and
6. is required to be disclosed by law, court order, government directive or guidelines or where otherwise so required by any relevant authorities 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 such disclosure must be no more than is necessary for compliance by the Recipient under the law.

## **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.

## **4. NO REPRESENTATION, WARRANTY OR GUARANTEE**

4.1 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.

4.2 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.

**5. NON-COMPETITION**

5.1 The Recipient hereby agrees that during the course of this Agreement and for a period of 12 months immediately after the expiry or termination of this Agreement for any reason, the Recipient shall not:

(a) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise in or in relation to any Competing Business;

(b) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of any Competing Business;

(c) in relation to any trade, business or company, use any name in such a way as to be capable of or likely to be confused with the name of the Disclosing Party and/or its affiliated entities and Recipient shall use all reasonable endeavours to procure that no such name shall be used by any other person in relation to any Competing Business;

(d) directly or indirectly, promote any Competing Business; or

(e) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with any Competing Business.

“**Competing Business**” means any product, technology or business in the Territory similar or identical to the products, technology or business of the Disclosing Party or its affiliated entities.

5.2 The Recipient represents and warrants to the Disclosing Party that:

1. it is not under any restriction, limitation or prohibition relating to non-competition or protection of confidential and proprietary information or trade secrets which will or may affect the Relationship or which may impose any liability on the Disclosing Party as a result of entering into the Relationship;
2. it has (where not prohibited by contractual or other legal obligation) given the Disclosing Party copies of all existing agreements made between the Recipient and any third party in which the Recipient may have extended any undertakings not to compete or to protect or preserve confidential or proprietary information and/or any undertaking to convey, assign, transfer or waive any rights in confidential or proprietary information or intellectual property; and
3. it will not make available to or disclose to the Disclosing Party or use in connection with the Relationship any information or other property which is proprietary to or which is subject to an obligation of confidentiality extended to or in favour of any third party.

**6. NON-SOLICITATION**

6.1 The Recipient hereby agrees that for a period of 12 months immediately after the expiry or termination of this Agreement for any reason, the Recipient shall not in the Territory:

(a) solicit or entice away or attempt to solicit or entice away from the Disclosing Party or any of its affiliates, subsidiaries or affiliated companies, the custom of any person, firm or company who is or who was a customer, client, supplier, business partner, distributor, contracting counter-party or agent of the Disclosing Party or any of its affiliates, subsidiaries and affiliated companies, or in the habit of dealing with the Disclosing Party or any of its affiliates, subsidiaries and affiliated companies; and

(b) solicit or entice away or attempt to solicit or entice away from the Disclosing Party or any of its affiliates, subsidiaries or affiliated companies any person who is an officer, manager, director or employee of the Disclosing Party or any of its affiliates, subsidiaries and affiliated companies to terminate such person's directorship or to leave the employment of the Disclosing Party or any of its affiliates, subsidiaries and affiliated companies, as the case may be.

**7. DURATION AND TERMINATION**

7.1 This Agreement is effective from the date of this Agreement and shall continue to subsist until termination of the Relationship, or the expiry of five years after the date of this Agreement, whichever is the later, unless terminated in writing by the Disclosing Party.

7.2 Within 30 days of notice from the Disclosing Party, the Recipient will return to the Disclosing Party all furnished records, reports, documents and memoranda which is stored in any media or database, data storage or retrieval system (electronic or otherwise), in the possession or control of the Recipient (including the original medium, copies and any notes and other records prepared by the Recipient based on or incorporating any of the Confidential Information) and shall retain copies of the Confidential Information or any extracts in relation thereto or any portion thereof only on conditions stipulated by the Disclosing Party or failing agreement by the Recipient Party to such conditions, the Recipient Party shall destroy all documents relating to the Confidential Information prepared by it and expunge all Confidential Information from any computer or other similar device in its possession or under its custody or control.

7.3 On termination of this Agreement: -

1. the Recipient’s right to use the Confidential Information will immediately cease; and

(ii) any request by the Disclosing Party made in accordance with Clause 7.2 must be complied with by the Recipient.

7.4 The termination of this Agreement does not affect any accrued rights or remedies which the Disclosing Party may have.

7.5 The Recipient’s obligations and undertakings with respect to any Confidential Information received shall survive termination of this Agreement.

**8. LIMITED GEOGRAPHIC SCOPE**

8.1 This Agreement shall cover the Recipient’s business activities in every part of the Territory in which the Recipient may conduct business during the term of the Agreement as set out above.

8.2 For purposes of this Agreement, “Territory” shall mean Singapore and all other countries where the Disclosing Party runs its business and operations.

**9. SIGNIFICANT VALUE**

9.1 The Recipient acknowledges that it will derive significant value from the Disclosing Party’s promise in Clause 2.1 to provide it with that Confidential Information of the Disclosing Party to enable it to optimize the performance of its employment and/or contractual duties to the Disclosing Party.

9.2 The Recipient further acknowledges that its fulfilment of the obligations contained in this Agreement, including, but not limited to, its obligation to not disclose nor use the Disclosing Party’s Confidential Information and its obligation not to compete contained in Clause 5 is necessary to protect the Disclosing Party’s Confidential Information and, consequently, to preserve the value and goodwill of the Disclosing Party.

9.3 The Recipient further acknowledges the time, geographic, and scope limitations of its obligations under Clauses 5.1 and 8.1 are reasonable, especially in light of the Disclosing Party’s desire to protect its Confidential Information, and that it will not be precluded from gainful employment or business if it is obligated not to compete with the Disclosing Party during the period described in Clause 5.1 and within the Territory as described in Clause 8.1.

**10. SERIES OF SEPARATE COVENANTS**

10.1 The covenants contained in Clauses 5.1 and Clause 8.1 are considered by the Parties to be reasonable in all the circumstances and shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Clause 5.1.

10.2 If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced.

10.3 In the event the provisions of Clause 5 are deemed to exceed the time, geographic, or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

**11. INTERFERENCE**

11.1 During the course of the Agreement and for a period of 12 months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, the Recipient will not, either directly or indirectly, interfere with the Disclosing Party’s contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Disclosing Party’s customer or client contracts and relationships.

**12. REMEDIES**

12.1 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, 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.

12.2 No bond or other security shall be required in obtaining such equitable relief, and the Recipient hereby consents to the issuance of such injunction and to the ordering of specific performance.

12.3 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.

**13. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT**

13.1 The Recipient irrevocably and unconditionally represents and warrants to the Disclosing Party 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.

**14. SEVERABILITY**

14.1 Subject to Clause 10, 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 from part of this Agreement but the enforceability of the remaining provisions shall not be affected and shall remain in full force.

**15. SUCCESSORS AND ASSIGNS**

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, and personal representatives.

**16. CONSTRUCTION**

16.1 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.

**17. ENTIRE AGREEMENT**

17.1 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.

**18. GOVERNING LAW AND JURISDICTION**

18.1 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.

**19. NOTICE**

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

(a) If sent to the Disclosing Party:

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| --- | --- | --- |
| Attention | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email address | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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(b) If sent to the Recipient:

|  |  |  |
| --- | --- | --- |
| Attention | : | Izz Hafeez Bin Zek Hazley |
| Address | : | **Blk 500 Pasir Ris St 52 #09-205 (S) 510500** |
| Email address | : | e0726693@u.nus.edu |
|  |  |  |

**20. VARIATIONS**

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

**21. TIME**

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

**22. SIGNING AND COUNTERPARTS**

22.1 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.

**SIGNING PAGE**

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: 201324745D) )



SIGNED by )



Name : Izz Hafeez Bin Zek Hazley )