



I. NON-DISCLOSURE

1. Definition of Terms

“Confidential Information” means any information disclosed (whether actual or potential, whether before or after the date of the Agreement, whether in writing, in electronic format, verbally or by any other means and whether directly or indirectly) by or on behalf of Crystal Clear Management (Crystal Clear), which relates to the Business including but not exclusively information about CCM System which is a web and app based facilities and Project Management computer program and software and which may cause considerable harm to Crystal Clear were it to be made available and/or used by any third party or employee of the Contractor who is not authorized to access the Confidential Information.

2. Undertakings Concerning Confidential Information

In consideration of the disclosure of the Confidential Information by Crystal Clear Management, you undertake not to disclose the Confidential Information to anyone who are not directly involved in this Agreement, or any other person who do not have a need to know the Confidential Information in the course of their work. You further undertake not to:-

2.1 use Crystal Clear’s Confidential Information for the purpose of the Agreement only;

2.2 receive, hold and keep confidential the Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of the Confidential Information and in preventing its unauthorized disclosure to third parties;

2.3 make or keep no copies of the Confidential Information; and

2.4 ensure that, if appropriate, that your employees, assistants, agents, etc. are only given access to such Confidential Information that is necessary for the Purpose and that such persons are informed of the confidential nature of the Confidential Information.

3. Further Undertakings

3.1. No rights or license is granted to anyone in relation to Crystal Clear’s Confidential Information except as expressly set out in this agreement.

3.2 The you acknowledges that damages may not adequately compensate for a breach of this Agreement, and that Crystal Clear may also seek such other remedies, including injunctions, as it desires to protect its Confidential Information.

4. Intellectual Property Rights

4.1 During the period when the product is being used or any works are performed on or in behalf of Crystal Clear and for five (5) years after the product is used and/or the works are done, all technical achievements, including, but not limited to, discoveries, inventions,

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know-how, concepts, processes, products, methods and renovations (hereinafter referred to as “Technical Achievements”), related to the businesses, products, services and programs of Crystal Clear that are contemplated, developed and accomplished by the anyone associated to any works or the system, whether independently or jointly with others, shall be assigned and deemed to be Crystal Clear’s Technical Achievements and absolute property and all the corresponding rights including intellectual property rights shall belong solely to Crystal Clear.

4.2 The Contractor further acknowledges that – a) no additional documentation is necessary to complete the assignment under Clause 4.1 and that by virtue of this Clause all existing and future Technical Achievements, on their creation, will vest in Crystal Clear; and b) it agrees to and must do all things reasonably requested by Crystal Clear to ensure that the Technical Achievements are assigned to the latter under this Clause.