

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between NANYANG POLYTECHNIC having its principal address at 180 Ang Mo Kio Avenue 8, Singapore 569830 (hereinafter "DISCLOSING INSTITUTION") and \_\_\_\_\_ having its address at \_\_\_\_\_ (hereinafter "RECEIVING COMPANY").

Whereas, DISCLOSING INSTITUTION develops and uses technical and non-technical confidential and proprietary information; and

Whereas, RECEIVING COMPANY is interested in receiving certain Confidential Information (as defined below) from DISCLOSING INSTITUTION for the following purpose(s);

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Now thereafter, in order to protect the DISCLOSING INSTITUTION's Confidential Information during the term of any ensuing relationship, and after the expiration or termination thereof, the parties, do hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any information or material proprietary to DISCLOSING INSTITUTION of which the RECEIVING COMPANY may obtain knowledge or access. "Confidential Information" includes, but is not limited to, the following types of information and other information of a similar nature, whether or not set forth in writing: discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source codes, object codes, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, "know how", trade secrets, marking techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information. "Confidential information" shall also include any information described as proprietary or designated as confidential information, whether or not owned or developed by DISCLOSING INSTITUTION, and whether or not copyrighted or information disclosed to DISCLOSING INSTITUTION by any third party which information DISCLOSING INSTITUTION is obliged to treat as confidential or proprietary information.
2. All Confidential Information disclosed by DISCLOSING INSTITUTION shall, between DISCLOSING INSTITUTION and RECEIVING COMPANY, remain the property of DISCLOSING INSTITUTION. DISCLOSING INSTITUTION is not hereby granting or extending to RECEIVING COMPANY any rights of any kind under patent, copyright,

trademark, or other intellectual property right which DISCLOSING INSTITUTION may now have or may hereby obtain with respect to the Confidential Information.

3. RECEIVING COMPANY shall use the Confidential Information only for the above-stated purposes, unless otherwise agreed to by further written agreement of the parties, and shall keep confidential and not disclose the Confidential Information to any other person, firm or corporation, except to the extent that any Confidential Information: (i) is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no act or fault on the part of RECEIVING COMPANY; (ii) is known by RECEIVING COMPANY at the time of receiving such information; or (iii) is hereafter rightfully furnished to RECEIVING COMPANY by a third party without breach of any separate non-disclosure obligation.

4. RECEIVING COMPANY agree that no Confidential Information shall be disclosed to any officer, employee, or agent of RECEIVING COMPANY, unless such person shall have a need to know such information in order to carry out the above-stated purposes. RECEIVING COMPANY shall take all reasonable precautions to ensure against any breach of confidentiality and will advise its employees who have access to any Confidential Information of the confidential nature thereof and of the limitation with respect to its permitted use to the above-stated purposes.

5. Notwithstanding the conclusion or termination of the parties' relationship as described herein, whether due to cancellation by either party upon written notice to the other or otherwise, RECEIVING COMPANY shall continue to fulfill its obligation hereunder and to maintain the confidentiality of the Confidential Information for a period of ten (10) years thereafter.

6. All Confidential Information, existing in written form or recorded in any other tangible medium, shall be returned to DISCLOSING INSTITUTION upon its request, together with any reproduction or copies thereof.

7. Upon written request of RECEIVING COMPANY, DISCLOSING INSTITUTION may in its sole discretion give permission, valid only to the extent given in writing and signed by a duly authorized representative of DISCLOSING INSTITUTION, to RECEIVING COMPANY to disclose Confidential Information otherwise required to be kept confidential by this Agreement.

8. RECEIVING COMPANY agrees that DISCLOSING INSTITUTION will suffer irreparable harm if RECEIVING COMPANY fails to comply with its obligations set forth herein, and further agrees that monetary damages will be inadequate to compensate DISCLOSING INSTITUTION for any such breach. Accordingly, RECEIVING COMPANY agrees that DISCLOSING INSTITUTION will, in addition to any other remedies to its at law or in equity, be entitled to the issuance of injunction relief to enforce the provision hereof.

9. RECEIVING COMPANY agrees that if it fails to comply with its obligation, as set forth herein, DISCLOSING INSTITUTION shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which RECEIVING COMPANY directly or indirectly has realized and/or may realize as a result of, growing out of, or in connection with any such violation. Such remedy shall be in addition to and not in limitation of any injunctive relief or other remedies to which DISCLOSING INSTITUTION may be entitled, at law or in equity, under this Agreement.

10. Neither party shall have the right to assign this Agreement (or any portion hereof) without the prior written consent of the party. Any assignment without such consent shall be void and a material breach hereof. Subject to the foregoing, this Agreement shall be binding upon the successors and authorized assigns of RECEIVING COMPANY and shall inure to the benefits of the successors and authorized assigns of DISCLOSING INSTITUTION. No oral agreement, statement or representation shall alter its provisions.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which remain in full force and effect.

In witness whereof, the parties have executed this Agreement as of the date first written above.

**NANYANG POLYTECHNIC (NYP)**

Signed: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**RECEIVING COMPANY'S NAME**

Signed: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_