**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made on the date of last signature set forth below (“**Effective Date**”) by and between:-

**DCConnect Communication Pte. Ltd. (Company Registration No. 201918671M)**, a company organized and existing under the laws of Singapore and having its principal office at at 23 Tai Seng Drive, #01-00 Deutsche Telekom Centre, Singapore (535224);

and

**ABC (Company Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_),** a company organized and existing under the laws of **Country** and having its principal office at **XYZ.**

(each a “**Party**” and collectively, the “**Parties**”)

**WHEREAS** the Parties intend to enter into discussions whether in writing, orally or presented by any other means for the purpose of evaluating or commencing a commercial relationship in relation to business co-operation (the “**Project**”).

In consideration of the above premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, **THE PARTIES THEREFORE AGREE** as follows:

1. **DEFINITIONS**

 In this Agreement,

* 1. “**Confidential Information**” shall mean all proprietary and/or confidential information owned or controlled by Disclosing Party, received by the Receiving Party, whether directly or indirectly, in connection with the Project, including but not limited to all personal data, other data, technology (including technical data), know-how, inventions, engineering, discoveries, designs, processes, formulations, models, techniques, equipment, algorithms, software, interfaces, documents, specifications, internal procedures, information concerning research and development work, and trade and business secrets, current, planned or proposed products and services, marketing and business plans or strategies, business opportunities, finances, forecasts, projections and analyses, financial information and prices, customer lists and customer information, all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part or together with any other property of the Disclosing Party made or acquired by the Receiving Party or coming into the Receiving Party’s possession or control in any manner whatsoever which (i) may be marked with a restrictive legend (such as being confidential), (ii) confidential nature has been made known by the Disclosing Party, orally or in writing, to the Receiving Party, or (iii) in the reasonable judgment of any ordinary person would appear to be of a confidential nature. Such receipt may be by way of writing, pictorially, in machine readable form, orally or by observation.
	2. **"Disclosing Party"** means a party to this Agreement which discloses or makes available directly or indirectly Confidential Information.
	3. **“Project**” means the project as defined in the preamble to this Agreement.
	4. **"Receiving Party**" means a party to this Agreement and its affiliates, executive directors, employees, consultants, agents and service providers which receive or obtain directly or indirectly Confidential Information.
1. **CONFIDENTIALITY OBLIGATIONS**
	1. The Receiving Party shall treat all Confidential Information as strictly private and confidential and take reasonable steps necessary to preserve such confidentiality.
	2. The Receiving Party shall use the Confidential Information solely for the Project and not for any other purpose.
	3. The Receiving Party shall not disclose any Confidential Information to any other person or firm, other than as permitted by Clause 2.4 below.
	4. This Agreement shall not prohibit disclosure of Confidential Information to:
	5. the Receiving Party’s affiliates, executive directors, employees, consultants, agents and service providers who need to know such Confidential Information to assist with the Project or to administer or conduct internal quality and compliance review processes;
	6. any government agency or body regulating the Receiving Party which requires such information for the review of the Receiving Party’s work processes or standards;
	7. any person lawfully entitled to request or receive any such information from the Receiving party;
	8. the Receiving Party’s professional advisers for the purpose of their seeking advice, provided that the said professional advisers are bound by confidentiality obligations similar to the terms set out in this Agreement;
	9. other person with the Disclosing Party’s consent.
	10. Upon the Disclosing Party’s request, the Receiving Party shall procure the return of all Confidential Information and copies thereof, which is in documentary or other tangible form, except:
2. for the purpose of a disclosure permitted by Clause 2.4(b) and 2.4(c) above; or
3. to the extent that the Receiving Party reasonably requires to retain sufficient documentation which is necessary to support any advice, reports or opinions that a Party may provide during the course of the Project.
	1. Any recipient as set out in Clauses 2.4(a) above shall be required to protect confidentiality to the same or higher effect and standard as set out in this Agreement, and the Receiving Party shall procure such requirement.
	2. This Agreement shall not apply to Confidential Information which:
4. is in the public domain at the time it is acquired by the Receiving Party;
5. enters the public domain after that otherwise than as a result of unauthorised disclosure by the Receiving Party ;
6. is already in the Receiving Party’s possession prior to its disclosure by the Disclosing Party;
7. is received by the Receiving Party from a third party without, to the knowledge of the Receiving Party, restriction and without any breach of an obligation of confidentiality under this Agreement;
8. is independently developed by the Receiving Party without the benefit of the Confidential Information;
9. the Parties agree in writing is not confidential or may be disclosed; or
10. is trivial, obvious or useless.

2.8. If the Receiving Party is uncertain as to whether any information is Confidential Information, the Receiving Party shall treat the information as if it was Confidential Information, unless otherwise agreed by Disclosing Party in writing.

2.9. The Receiving Party shall immediately notify Disclosing Party of any unauthorised disclosure or use of the Confidential Information of which the Receiving Party becomes aware and will take all steps which Disclosing Party may require in relation to such unauthorised disclosure or use, or to prevent further unauthorised disclosure or use. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure of the Confidential Information as required by law, but shall give Disclosing Party not less than TWO (2) business days' notice of such disclosure and shall consult with Disclosing Party prior to such disclosure with a view to avoiding such disclosure, if legally possible.

1. **RETURN OF INFORMATION**

3.1. Upon termination of the Project, upon request of the Disclosing Party, Receiving Party shall deliver promptly:

1. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party’s Confidential Information;
2. erase all the Confidentiality Information from its computer and communication systems and devices used by it, or which is stored in electronic form;
3. erase all the Confidentiality Information which is stored in the electronic form on system and data storage services provided; and
4. certify in writing to the Disclosing Party that it has complied with the requirement of this clause 3.

3.2. Both parties may request to provide or to discuss in written notice on the list of Confidential Information to agree to dispose or to retain. The written certification will be signed by an officer of both parties upon the agreement as to the Agreed list (to dispose or to retain) in written notice.

3.3. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent reasonably required to comply with legal and/or regulatory obligations, or in accordance with the Receiving Party’s standard document-retention or electronic back-up policies and procedures provided the Receiving Party makes no further use of the Confidential Information and such archived copies are not readily accessible as part of day-to-day business.

1. **TERM OF AGREEMENT**

4.1. This Agreement shall continue for three (3) years from the date of this Agreement unless and to the extent that it may be released by the Parties in writing. It may be terminated at any time by either Party upon one (1) month’s written notice given by either Party in accordance with this Agreement provided that such termination of this Agreement shall not relieve the Receiving Party of its obligations under this Agreement with respect to Confidential Information exchanged prior to the effective date of termination.

1. **LIABILITIES AND REMEDIES**
	1. Each Party agrees that the Confidential Information of the other Party is owned exclusively by the Disclosing Party and that monetary damages would be inadequate to compensate the Disclosing Party for disclosure of Confidential Information or for any breach by either Party of its covenants and agreements set forth herein. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the non-breaching Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the non-breaching Party shall be entitled to obtain such injunctive relief as may be deemed proper by a court of competent jurisdiction against the threatened breach of this Agreement or the continuation of any such breach by a Party, without the necessity of proving actual damages.
2. **WARRANTIES**
	1. Except as agreed otherwise by the Disclosing Party, the Disclosing Party gives no warranty as to the accuracy, completeness or non-infringement of the Confidential Information.
	2. Each Party warrants that it is acting as a principal and for its own benefit in this matter, and not as agents or brokers for any person, company or firm.
	3. Each Party acknowledges that no failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege.
	4. Nothing contained in this Agreement shall be construed as:
3. Obliging a Party to enter into any further negotiation, contract or business relationship or to disclose particular or further information to the other Parties; or
4. Restricting a Party from entering into negotiation or agreement with a third party.
5. **ENTIRE AGREEMENT**

7.1. This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.

1. **ASSIGNMENT**
	1. This Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties hereto, their legal representatives and other respective successors and permitted assigns.

8.2. None of the Parties will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other Party except that a Party may with written notice assign its interest and obligations to any successor to all or part of its business without such consent.

1. **RIGHTS OF THIRD PARTIES**

9.1. A person who is not a Party to this Agreement has no rights under the Contracts to enforce or enjoy the benefit of any term of this Agreement.

1. **GOVERNING LAW AND DISPUTE RESOLUTION**
	1. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
	2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved by negotiation between the Parties in good faith, by mediation and as a last resort, by litigation. The Parties agree to submit to the exclusive jurisdiction of the courts of Singapore.
	3. The commencement of any proceedings under Clause 10.2 shall in no way affect the continual performance of the obligations of the Parties under this Agreement, except insofar as such obligations relate to the subject matter of such proceedings.
	4. Notwithstanding the foregoing, a Party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final order is made in any legal proceeding.

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**IN WITNESS WHEREOF** the Parties by their duly authorised officers have signed this Agreement the date set forth below.

**DCCONNECT COMMUNICATION PTE. LTD. Partner**

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Signature Signature

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Date Date