

Dated this _____ day of _____

(Name of Company)

And

Arka Projects

NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____.

BETWEEN

1. <Company Name>, a company incorporated in < Country> and having its registered office at < Address> ('Disclosing Party") of the one part; and
2. **Arka Projects**, a company incorporated in Singapore and having its registered office at #03-80, 123 Bukit Merah Lane 1 Singapore 150123 ("Receiving Party") of the other part.

The Disclosing Party and Receiving Party shall hereinafter be referred to individually as "Party" and, collectively, as "Parties".

WHEREAS

- A. The Receiving Party is considering offering its services as _____ to the Disclosing Party in the Disclosing Party's efforts to raise funds through issuance of the company's bonds and has requested the Disclosing Party to disclose certain of its confidential information to the Receiving Party for the aforesaid purpose ("Purpose").
- B. The Parties wish to regulate how such confidential information is to be treated while they are in the possession or control of the Receiving Party.

IT IS HEREBY AGREED as follows:

1. CONFIDENTIAL INFORMATION

- 1.1 The term "Confidential Information" for the purpose of this Agreement shall mean any and all information disclosed, furnished or communicated (whether orally or in writing, machine readable form, text, drawings, photographs, graphics, designs, plans, presentations, on-site visits or any other form whatsoever) by and on behalf of the Disclosing Party to the Receiving Party through the Receiving Party's directors, officers, consultants, advisors, employees or agents (collectively, "Representatives"), whether on, before or after the date hereof, in connection with the Purpose and shall include all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party or its Representatives which contain, reflect or are based upon, in whole or in part, the confidential information furnished to the Receiving Party or to its Representatives pursuant to this Agreement.

"Confidential Information" shall not include:

- (i) any such information already in the possession of or known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written records and not in breach of any confidentiality obligation;
- (ii) any such information which is in or becomes part of the public domain through no fault of or breach of this Agreement by the Receiving Party or its Representatives; or
- (iii) (subject to the Receiving Party's obligations under Clause 3 hereof) any such information which is required to be disclosed by any law, judicial order or decision, governmental regulation or rule.

2. OBLIGATION OF CONFIDENTIALITY

- 2.1 In consideration of the disclosure and release of the Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to hold and keep secret and in confidence any and all such Confidential Information.
- 2.2 The Receiving Party shall not, and shall procure its Representatives not to, make use of the Confidential Information or any part thereof except for and solely for the Purpose.
- 2.3 The Receiving Party shall protect the Confidential Information by observing complete confidentiality with regard thereto and ensure the security and control of any Confidential Information which is in written or other tangible form by physically restricting the location and use of such Confidential Information to areas of restricted access. Without prejudice to the foregoing, the Receiving Party shall use the same degree of care but no less than a reasonable degree of care as it would use to prevent the unauthorised use, dissemination and republication of the Confidential Information as the Receiving Party uses to protect its own confidential information.
- 2.4 The Receiving Party shall ensure that only such of its Representatives whose duties require them to possess the Confidential Information shall have access to the Confidential Information provided always that such access shall strictly be to the extent and on a "need-to-know" basis only. Each of such Representatives shall be informed of the contents of this Agreement by the Receiving Party and it shall be the responsibility of the Receiving Party to ensure compliance of the contents of this Agreement by each Representative and to restrain such Representatives from any prohibited or unauthorised disclosure or use of the Confidential Information. In any event, any default or breach by a Representative of any term of this Agreement shall be deemed a default or breach by the Receiving Party.
- 2.5 The Receiving Party shall maintain a list of individuals or entities to whom any Confidential Information is disclosed and make such list available to the Disclosing Party upon request by the Disclosing Party.
- 2.6 The Receiving Party shall ensure that no part of the Confidential Information will be copied or reproduced in any form whatsoever by the Receiving Party or its Representatives or any other third party without the express written permission of the Disclosing Party, except for such copies and to such extent as may be necessary for the accomplishment of the Purpose.
- 2.7 The Receiving Party agrees that it shall, whenever requested by the Disclosing Party in writing, return or procure that it is returned to Disclosing Party or destroyed, immediately all matters in tangible form which constitutes the Confidential Information or any part of it and all copies thereof whether supplied to or reproduced by the Receiving Party or its Representatives. Provided always that the Receiving Party shall be entitled to retain copies for its record purposes.
- 2.8 The Receiving Party for itself and on behalf of all other companies controlled by it ("Affiliates"), and on behalf of the directors and employees of itself and of its Affiliates, shall not and shall procure that each of its Affiliates and each of its Representatives shall not at all times (except with the prior written consent of the Disclosing Party) in relation to the business of the Disclosing Party's group of companies ("Business") directly or indirectly, for a period of 12 months from the date of this Agreement :-
 - (a) engage or otherwise compete with the Disclosing Party's group of companies in relation to the Business; or

- (b) own, manage, operate, finance, join, control or participate in the ownership, management, operation, financing or control of, or be connected as a investor, shareholder, principal, agent, affiliate, representative, consultant or otherwise with, or use or permit its name or any deviations thereof to be used in connection with the Business provided always that the Receiving Party may act for the Disclosing Party's group of companies as a lead manager, underwriter and placement agent for the listing of shares on an exchange; or
- (c) induce, employ, solicit or entice away or attempt to induce, employ, solicit or entice away from the Disclosing Party's group of companies any person who is an employee of the Disclosing Party's group of companies whether or not such person would commit a breach of contract by reason of leaving such employment; or
- (d) attempt to influence in any manner any employee of the Disclosing Party's group of companies to compete with the Business or to terminate such employment with the Disclosing Party's group of companies; or
- (e) either on its own account or in conjunction with or on behalf of any other person, solicit or entice away or attempt to solicit or entice away from the Disclosing Party's group of companies any person that is or has been a customer, client, identified prospective customer or client, agent or correspondent of the Disclosing Party's group of companies or in the habit of dealing with the Disclosing Party's group of companies at any time; or
- (f) influence or attempt to influence such customer to divert their patronage with respect of the Business to any other person.

3. DISCLOSURE DUE TO COURT ORDER OR GOVERNMENTAL ACTION

- 3.1 In the event that the Receiving Party or any Representative is obligated or requested to disclose any Confidential Information as a result of a court order or by any governmental or regulatory authority (including Singapore Exchange Securities Trading Limited), the Receiving Party shall immediately inform the Disclosing Party so that the Disclosing Party is given the opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful or should the Disclosing Party decide not to object to any such disclosure, the Receiving Party or the Representative so obligated or requested to disclose the Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority.

4. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party shall immediately inform the Disclosing Party of any loss of confidentiality, unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.

5. LEGAL OR OTHER ACTION TO STOP UNAUTHORISED USE OR DISCLOSURE

- 5.1 The Receiving Party agrees to take, at the Receiving Party's expense but under the control of the Disclosing Party or other party designated by the Disclosing Party, any action, including but not limited to legal proceedings, necessary to prevent or stop the unauthorised disclosure or use of the Confidential Information or any part thereof by any Representative, or by any third party who has gained access to the Confidential Information or any part thereof, due to the wilful or gross negligent act or omission of the Receiving Party or any of its Representatives or the failure by the Receiving Party or any of its Representatives to perform any of its obligations hereunder.

6. NO WARRANTY

- 6.1 The Disclosing Party makes no representation, warranty, assurance or inducement, express or implied, as to the accuracy, completeness or adequacy or freedom from defect of any kind of the Confidentiality Information or that no liability to the Receiving Party or its Representatives shall result from the use of it or any part thereof.

7. NO PUBLICITY

- 7.1 The Receiving Party agrees that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of the Disclosing Party. Further, the Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose to any third party about the possible co-operation contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof.
- 7.2 Without prejudice to the foregoing, no release or announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement shall be made by the Receiving Party unless the Disclosing Party otherwise agrees in writing and only at such time and in such form as is approved by the Disclosing Party.

8. NO OBLIGATION

- 8.1 For the avoidance of doubt, nothing contained herein shall compel or oblige
- (a) the Disclosing Party to provide the Receiving Party or its Representatives with any or all of the Confidential Information requested by the Receiving Party or its Representatives and that the Disclosing Party shall be entitled at its sole discretion and opinion :-
 - (i) to decline to supply the Receiving Party and its Representatives with any part of such information;
 - (ii) to determine whether Confidential Information is suitable or necessary to be so disclosed; or
 - (b) any Party to enter into the transaction(s) contemplated hereunder with the other Party.

9. NO LICENCE

- 9.1 Nothing herein contained shall be construed as granting to the Receiving Party and its Representatives and the Receiving Party and its Representatives shall not acquire any licence or right to use the Confidential Information or any part thereof for any purpose (other than for the Purpose) or any licence under or rights to any patent, copyright or other intellectual property.

10. NO ASSIGNMENT

- 10.1 The Receiving Party shall have no right to assign or otherwise transfer this Agreement or any part thereof to any third party unless the prior written consent of the Disclosing Party is obtained.

11. NO WAIVER

- 11.1 No failure to exercise or delay in the exercise of any right or remedy vested in a Party under or pursuant to this Agreement shall constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.

12. REMEDY

- 12.1 Each Party acknowledges that monetary damages alone may not be a sufficient remedy for the other Party in the event of any breach of this Agreement and hereby agrees that the other Party shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available to it.
- 12.2 The Receiving Party shall fully and completely indemnify the Disclosing Party and keep the Disclosing Party indemnified on an indemnity basis against all losses, legal costs (including solicitor & client costs), costs, damages, expenses, fees, duties, charges, claims, demands and liabilities (together with any value added tax, goods and services tax or any similar tax which may be imposed from time to time) of whatsoever nature and howsoever suffered, sustained or incurred by the Disclosing Party as a result of or in connection with the breach of this Agreement by the Receiving Party. Any monies payable under this Indemnity shall be payable on demand by the Disclosing Party.

13. SURVIVAL OF AGREEMENT

- 13.1 Each Party agrees that the obligations under this Agreement remain valid and binding regardless of the completion of the transaction or series of transactions contemplated herein, unless otherwise agreed between the Parties.

14. AMENDMENTS

- 14.1 Any and all amendments or modifications to this Agreement must be written and signed by the authorised representatives of the Parties.

15. SEVERABILITY

- 15.1 In the event that any clause or part of a clause in this Agreement shall for any reason, be determined by a court or arbitral tribunal to be invalid or unenforceable, then the remaining clauses and remaining parts of the clauses shall not be affected, impaired, or invalidated, and shall remain in full force and effect and shall continue to be binding upon the Parties.

16. JURISDICTION AND ARBITRATION

- 16.1 Subject to clause 16.2 below, any dispute as to any matter arising under, out of, or in connection with this Agreement shall be referred to and finally determined by arbitration at the Singapore International Arbitration Centre (SIAC) and in accordance with its Domestic Arbitration Rules.
- 16.2 If neither Party has already commenced any arbitration proceedings (or filed a counterclaim thereunder) under clause 16.1 which arbitration proceedings or counterclaim is still pending, the Disclosing Party shall have the right to commence legal action against the Receiving Party to enforce the provisions of this Agreement in any court of law as the Disclosing Party shall deem fit instead of commencing arbitration under clause 16.1 and for that purpose, the Receiving Party hereby agrees to irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. In the event that the Disclosing Party exercises its right to commence legal proceedings pursuant to this clause 16.2, the rights and obligations of the Receiving Party to arbitration under clause 16.1 shall be suspended for so long as such legal proceedings are pending in the court of law and all disputes arising out of or in connection with this Agreement may only be settled by way of legal proceedings under this clause 16.2.

17. GOVERNING LAW

17.1 This Agreement shall be governed and construed in accordance with the laws of Singapore.

IN WITNESS WHEREOF the Parties hereby set their respective hands on the date first abovewritten.

Signed by
for and on behalf of
Name of Company:
in the presence of:

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Name:
Title:

Name:
Title :

Signed by
for and on behalf of
Arka Projects
in the presence of:

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Name:
Title

Name:
Title: