

**NON-DISCLOSURE AGREEMENT**  
**TENDER FOR “CONSULTANCY SERVICES ON CREATION AND**  
**IMPLEMENTATION OF DATA GOVERNANCE FRAMEWORK,**  
**REFERENCE NUMBER: TENDER2022/LC/103”**

This Agreement made as of the [Please Insert Date] between

- (1) **EZ-LINK PTE LTD** (hereinafter “EZ-Link”), a company incorporated in Singapore and having its principal place of business at 438B Alexandra Road Blk B, Alexandra Technopark #06-08/09, Singapore 119968; and
- (2) **[PLEASE INSERT COMPANY NAME]** (hereinafter “XXXXX”), a company incorporated in [Please Insert Country of Incorporation] and having its principal place of business at [Please Insert Company Address].

**WHEREAS**

- (A) EZ-Link has or is issuing a Tender for “CONSULTANCY SERVICES ON CREATION AND IMPLEMENTATION OF DATA GOVERNANCE FRAMEWORK, REFERENCE NUMBER: TENDER2022/LC/103”;
- (B) **XXXXX** is interested in submitting a response for the Tender, and for this purpose will be receiving from EZ-Link confidential information which are contained in the Tender Package and other documents and communication;
- (C) The parties agree to enter into this Non-Disclosure Agreement to keep confidential any information released by one party to the other.

**NOW** in consideration of the mutual covenants hereinafter set forth, **XXXXX** and EZ-Link have agreed as follows:

1. In receiving Confidential Information from one party to the other, the party receiving such information (hereinafter referred to as “Receiving Party”) agrees that the Confidential Information shall be used only in connection with the Purpose.
2. Confidential Information is defined as meaning information:
  - (a) identified as or relating to the Purpose;
  - (b) information or data relating to each Party’s customers as well as each Party’s business activities;
  - (c) which is disclosed in oral, written, graphic, machine recognisable, and/or sample form; or

- (d) clearly designated, labelled or marked as confidential.
3. It is agreed that during the currency of this Agreement, the Receiving Party shall restrict dissemination of the Confidential Information to only those employees, consultants, advisers or agents who are directly involved in the evaluation of Confidential Information for the purpose specified herein and use the same degree of care as it would for its own information of like importance, but at the least it shall exercise reasonable care, in safeguarding against disclosure of Confidential Information.
  4. The Receiving Party shall not be liable for disclosure of any such Confidential Information if the same:
    - (a) was in the public domain at the time it was disclosed;
    - (b) was known to the Receiving Party at the time of disclosure;
    - (c) is disclosed with the prior written approval of the Disclosing Party;
    - (d) is independently developed by the Receiving Party whether on its own or jointly with a third party or parties without any use of the Confidential Information;
    - (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party;
    - (f) is disclosed to a third party by the Disclosing Party without restrictions similar to those contained in this Agreement;
    - (g) is received by the Receiving Party after written notification to the Disclosing Party that the Receiving Party will not accept any further Confidential Information; or
    - (h) is disclosed as required by law or pursuant to an order or requirement of a court, administrative agency, or other governmental body.
  5. In the event of a disclosure under sub-clause 4(h) above, the Receiving Party shall as soon as practical give the Disclosing Party written notice of such order or requirement prior to disclosure of the Confidential Information 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. The burden of proving that one of the foregoing exceptions in clause 4 applies shall be upon the Receiving Party.

6. Any materials or documents which have been furnished by one party to the other party shall remain the property of the Disclosing Party and will be promptly returned, upon request by the Disclosing Party, accompanied by all copies of such documentation.
7. This Agreement shall commence on the date of this Agreement.
8. The obligations of each of the parties under this Agreement will remain in force for a period of two (2) years.
9. This Agreement may be terminated:
  - (a) upon the mutual agreement of both parties; or
  - (b) by one party immediately upon the other party's violation of any provision of this Agreement.
10. The earlier termination or expiry of this Agreement shall not relieve the Receiving Party of its obligations with respect to Confidential Information exchanged prior to the date of termination nor relieve the Receiving Party of any breaches of this Agreement accrued prior to termination, and the Receiving Party shall continue to keep confidential all Confidential Information released without limitation in duration.
11. Nothing in this Agreement shall be construed as granting or conferring any license or immunity, expressly, impliedly, or otherwise, to any invention, discovery or improvement or any right in any information other than as expressly specified herein.
12. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
13. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term or breach hereof.
14. The parties agree that in the event of any breach by the Receiving Party of any of its respective obligations hereunder, the respective Disclosing Party may suffer irreparable harm and that monetary damages may be inadequate to compensate a Disclosing Party for such breach. Accordingly, the parties agree that a Disclosing Party will, in addition to any other remedies available to it, be entitled to preliminary and permanent injunctive relief to enforce any such breach of the terms of the Agreement.

15. This Agreement shall be governed and construed in accordance with the laws of Singapore and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

**IN WITNESS WHEREOF** the parties hereto have set their hands the date and year first above written.

Signed by: )  
)  
**SIMON LEE** )  
**HEAD, LEGAL & COMPLIANCE** )  
for and on behalf of )  
**EZ-LINK PTE LTD** )  
)  
in the presence of )  
**[PLEASE INSERT NAME OF WITNESS]** )  
**[PLEASE INSERT DESIGNATION OF WITNESS]** )

Signed by: )  
)  
**[PLEASE INSERT NAME OF SIGNATORY]** )  
**[PLEASE INSERT DESIGNATION OF SIGNATORY]** )  
for and on behalf of )  
**[PLEASE INSERT COMPANY NAME]** )  
)  
in the presence of )  
**[PLEASE INSERT NAME OF WITNESS]** )  
**[PLEASE INSERT DESIGNATION OF WITNESS]** )