

NON - DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

Dated xx April 2024

BETWEEN

A SKY HOLDINGS PTE LTD

AND

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THIS AGREEMENT is made on _____

BETWEEN

Company	A SKY HOLDINGS PTE LTD
Also Known As	“ASH”
Incorporation Number	202037105G
Incorporated Under the Laws of	Singapore
Business Address	190 Middle Road #16-01 Fortune Centre Singapore 188979

AND

Company	_____
Also Known As	_____
Incorporation Number	_____
Incorporated Under the Laws of	_____
Business Address	_____

(**ASH** and _____ shall here in after collectively be referred to as “**Parties**” and “**Party**” shall refer to either of them, as the context may require)

WHEREAS:

(A) **ASH** and _____ intend to explore opportunities to collaborate with one another to maximize their respective potential in areas of mutual interests and expertise (“**Proposed Collaboration**”).

(B) The Parties recognize the importance of maintaining the secrecy and confidentiality of certain information that may be disclosed between the Parties in respect thereof and have agreed to enter into this agreement to regulate their relationship with one another.

1. INTERPRETATION

1.1 Definitions

In this Agreement, including the Recitals, unless the context indicates a contrary intention:

'Confidential Information' means all memoranda, correspondence, material, advice, opinions, notices and information, including without limitation, relating to the prices of the assets to be acquired, the identity of the sellers, the completion dates of the proposed acquisitions, financial and management information relating to the assets and sellers, and any copies or duplicates thereof of any part thereof made available at any time (whether prior to or after the execution of this Agreement), in any form, whether in writing, by computer or orally, and whether directly or indirectly, by either Party relating to the Proposed Collaboration.

'Provider' means a Party who has disclosed Confidential Information to the other party.

'Receiving Party' means a party who has received Confidential Information from the other party.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 headings and underlining are for convenience only and do not affect the interpretation of this Agreement.

1.2.2 words importing the singular include the plural and vice versa.

1.2.3 words importing a gender include any gender.

1.2.4 an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate.

1.2.5 a reference to a person includes that person's successors and permitted assigns.

1.2.6 a reference to a part, clause or party is a reference to a part and clause of, and a party to, this Agreement; and

1.2.7 a reference to a document includes an amendment or supplement to, or replacement or novation of that document.

2. **UNDERTAKINGS AND NON-CIRCUMVENTION**

2.1 In consideration of the Parties disclosing Confidential Information relating to the Proposed Collaboration, the Parties hereby undertake:

2.1.1 to use all Confidential Information so disclosed exclusively in furtherance of the Proposed Collaboration.

2.1.2 to strictly maintain confidential all Confidential Information that it may acquire in any manner on the terms of this Agreement.

2.1.3 to immediately notify the Provider in writing of any proceedings or action taken by any third party which could result in the Receiving Party's advisers or representatives becoming compelled to disclose the Confidential Information in writing.

2.1.4 to take all such steps as may be necessary, prudent, or desirable to maintain and safeguard the confidentiality of the Confidential Information.

2.1.5 in the case of the event specified in Clause 2.1.3, to take available steps to resist or avoid such proceedings or action, including all steps that the Provider may reasonably request and keep the Provider fully and promptly informed of all matters and developments relating thereto. For the avoidance of doubt, if the Receiving Party is obliged to disclose Confidential Information to any third party, it undertakes to disclose only to that third party the minimum amount of information consistent to satisfy its obligation in this Agreement. Further, the Receiving Party shall give the Provider prior written notice of the information that is to be disclosed and shall allow the Provider an opportunity to discuss the relevant notice prior to any disclosure.

2.1.6 not to use or allow to use for any purpose the Confidential Information or part thereof except for the purpose mentioned in Clause 6.1; and

2.1.7 to, on written demand, certify to the Provider in writing that it has complied with its obligations under this Agreement.

2.2 No Party shall structure or enter any transaction or collaboration, or take any other action, designed to circumvent, avoid, or for the purpose of avoiding or circumventing, the intent of the Parties in entering into this Agreement. To the extent any Party desires to structure or enter into any transaction or collaboration, or take any other action (in each case, for bona fide tax or other purposes, and which is not designed or intended to avoid the observance or performance of any of the terms of this Agreement), which would have a consequence under this Agreement that is contrary to the intent of the Parties in entering into this Agreement, then the Parties will reasonably cooperate and consider in good faith any amendments to or waivers of this Agreement to cause any such consequences to be consistent with the intended rights and obligations of the Parties under this Agreement (provided that no Party's consent to any such amendment or waiver shall be unreasonably withheld).

3. **EXCEPTIONS**

3.1 The undertakings by both Parties specified in clause 2.1.1 to 2.1.7 shall not apply to any Confidential Information which:

3.1.1 is hereafter disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Provider.

3.1.2 is or becomes generally available to the public in printed publications in general circulation in Singapore through no act or default on the part of the Receiving Party or the Receiving Party's agents or employees; or

3.1.3 the Receiving Party is required by law or court order to disclose all or any part thereof.

4. **INCLUSIONS**

Without prejudice to the generality of Clause 3.1.2 information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate portion being so available.

5. **CONFIDENTIALITY MEASURES**

5.1 The obligation to maintain the confidentiality of Confidential Information shall continue to apply whether the Proposed Collaboration is finalized and completed except as may otherwise be agreed in writing or expressly agreed in this Agreement.

5.2 To secure the confidentiality attaching to the Confidential Information, the Receiving Party shall:

5.2.1 keep separate all Confidential Information and all information generated by the Receiving Party based thereon from all documents and other records of the Receiving Party.

5.2.2 keep all documents and any other material bearing or incorporating any of the Confidential Information at the usual place of business of the Receiving Party.

5.2.3 not use, reproduce, transform, or store any of Confidential Information in an externally accessible computer or electronic information retrieval system or transmit in it any form or by any means whatsoever outside of its usual place of business.

5.2.4 allow access to the Confidential Information exclusively to those employees of the Receiving Party who have reasonable need to see and use it for the purposes of its evaluation by the Receiving Party and shall inform each of said employees of the confidential nature of the Confidential Information and of the obligations on the Receiving Party in respect thereof.

5.2.5 wherever reasonably practicable obtain a written statement from each of its employees having access to the Confidential Information undertaking to maintain the same confidential and shall take such steps as may be reasonably desirable to enforce such obligations.

5.2.6 make copies of the Confidential Information only to the extent that the same is strictly required for the purposes of its evaluation by the Receiving Party; and

5.2.7 on request of the Provider:

(i) return to the Provider all Confidential Information (and all and any copies thereof or of any party thereof).

(ii) expunge all Confidential Information from any computer, word processor or other similar device into which it was programmed by the Receiving Party or on behalf or by its advisers or representatives or on their behalf; and

(iii) destroy all notes, analyses or memoranda containing Confidential Information prepared by us or on our behalf or by our advisers or representatives or on their behalf.

5.2.8 Notwithstanding clause 5.2.7, the Receiving Party may retain Confidential Information:

(i) to the extent it considers appropriate for compliance with any Laws or an order, request or demand of a Competent Authority.

(ii) to the extent that it is required for record keeping where such is consistent with sound principles of corporate governance or in compliance with internal policies or any professional standards (including legal advice, internal working papers, legal opinions, legal due diligence reports, directors' papers and board minutes); or

(iii) to the extent that any electronic copies of the Confidential Information reside in the automatic backup systems.

6. PURPOSE OF DISCLOSURE OF CONFIDENTIAL INFORMATION AND NO RELIANCE ON CONFIDENTIAL INFORMATION

6.1 Except as may be agreed in writing between the Parties:

6.1.1 the Receiving Party may not give or make any representation, guaranty, or warranty, express or implied, that the Confidential Information is or will be complete or accurate or that it has been or will be audited or independently verified, or that reasonable care has been or will be taken by it in the compiling, preparation or furnishing of the Confidential Information.

6.1.2 the Provider shall not accept any responsibility for any inference, interpretation, opinion, or conclusion that the Receiving Party may draw or form from the Confidential Information.

6.1.3 the Confidential Information may not be relied upon in any way by the Receiving Party in assuming any contractual or other obligation or liability, whether in relation to the Proposed Collaboration or otherwise; and

6.1.4 the Receiving Party is making an independent assessment of the Proposed Collaboration and any reliance by the Receiving Party on the Confidential Information is wholly at the risk of the Receiving Party.

7. **CONSEQUENCES OF BREACH**

7.1 The Receiving Party undertakes to indemnify and keep indemnified the Provider against all costs, expenses, damage, harm and loss suffered or incurred by the Provider in connection with or arising as a result of a breach of this Agreement, and acknowledges that Provider, in addition to any other remedy which may be available to it in law or equity, against the Receiving Party, its officers, employees and agents to prevent a breach of this Agreement and to compel specific performance of this Agreement.

7.2 The Receiving Party acknowledges that no failure or delay by the Provider in exercising any right, power or privilege under this Agreement will operate as a waiver thereof and that no single or partial exercise thereof will preclude any other right, power or privilege under this Agreement.

8. **NOTICE**

Each notice, demand, or other communication given or made under this Agreement shall be in writing and may be served by delivery to the Parties' addresses as provided in this Clause, by personal delivery, pre-paid registered airmail letter, email, or facsimile addressed to such office or address (or to such other addresses as notified by the parties in accordance with this Clause).

Any notice, demand, or communication sent by post shall be deemed to have been served forty-eight (48) hours after the time of posting (or seven (7) days later if overseas), and any notice, demand, or communication given by facsimile or email shall be deemed to have been received contemporaneously with its transmission.

To prove such service, it shall be sufficient to show that the letter, email, or facsimile giving the notice or communication was properly addressed and delivered, posted, or transmitted with the receipt of the

appropriate transmission contact report and the confirmation copy of the facsimile (as the case may be).

To: **A Sky Holdings Pte Ltd**
190 Middle Road #16-01 Fortune Centre Singapore 188979

Attention: Liu, Ting-Kuei

Email: justinliu79@hotmail.com

To: _____

Attention: _____

Email: _____

9. **GENERAL**

9.1 Costs

Each Party hereto shall pay its own costs and disbursements of, and incidentals to, the preparation of this Agreement.

9.2 Entire Agreement

This Agreement (together with any documents referred to herein) constitutes the entire agreement between the Parties, and supersedes any previous agreement, understanding, arrangement, communication, or expression of intent, with respect to the obligations of confidentiality arising out of the Proposed Collaboration.

9.3 Amendment

No amendment of, or addition to, this Agreement shall be effective unless in writing and signed by or on behalf of the Parties hereto.

9.4 No Partnership

Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties and no Party shall have any authority to act for or to bind or commit to assume any obligation or responsibility on behalf of any other Party save where otherwise agreed between the Parties.

9.5 No Waiver

No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right power or remedy. Without limiting the foregoing, no waiver by any Party of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

9.6 Severability

If at any time all or any part of one or more of the provisions hereof is or becomes illegal, invalid or unenforceable in any respect under the applicable laws of any jurisdiction, neither the legality, validity or enforceability of the remaining parts of such provision, or the other provisions hereof, nor the legality, validity or enforceability of such provision under the applicable laws of any other jurisdiction, shall in any way be affected or impaired thereby.

9.7 Assignment

Save as otherwise provided herein the benefits and obligations bestowed by this Agreement upon each of the Parties are personal to that Party and shall not be, and shall not be capable of being, assigned, delegated, transferred or otherwise disposed of save with the written consent of the other Party.

10. **TERM AND TERMINATION**

This Agreement shall come into effect on the date of signature by both Parties of this Agreement and terminate on the earlier of:

- (i) two years from the date of this Agreement;

- (ii) seven days after the date either party provides written notice to the other party to terminate this Agreement and discussions relating to the Proposed Collaboration, provided that such termination shall be subject to mutual agreement and acceptance by both parties.

11. **GOVERNING LAW**

The construction, validity, and performance of this Agreement shall be governed by Singapore Law, and the parties hereby submit to the exclusive jurisdiction of the Singapore courts for any disputes arising from or related to this Agreement.

[The rest of this page has been left blank intentionally]

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal hereunder

Company:

A SKY HOLDINGS PTE LTD

in the presence of

Name:

Liu, Ting-Kuei

Designation:

Chief Executive Officer

Signature &

Company Stamp

Witness Name:

Signature

Company:

in the presence of

Name

Designation

Signature &

Company Stamp

Witness Name:

Signature
