

Entered into by and between CiMSO, further described in Item 1.1 of Annexe A,  
and the Second Party, further described in Item 1.2 of Annexe A .

## **1. Recording**

Whereas the parties are investigating the possibility of concluding some form of business or transaction between them, and the parties envisage that during the discussions between them, as a consequence to the above discussions, proprietary confidential information (referred to as information) will be disclosed between them;

Therefore the parties hereto agree that any information disclosed between them will be regulated by the terms and conditions of this agreement.

## **2. Ownership of Information**

Each party represents that it is the owner of the disclosed information, and makes it available to the other party strictly on the terms and conditions as set out in this agreement.

## **3. Confidential Information**

For the purposes of this agreement proprietary confidential information shall be interpreted in it's widest sense and shall include, but not be limited to each party's trade, commercial, financial and management secrets and confidential information, whether in electronic format or hard copy.

The parties hereby agrees to maintain the information in secrecy and:

- 3.1 not to divulge or disclose the information to any third party, other than to the directors, officers, employees, agents, representatives, consultants and associates of the receiving party;
- 3.2 not to apply the information for any purpose other than for the purpose for which it was disclosed, and otherwise than in accordance with the provisions of this agreement;
- 3.3 not to do anything or assist any other person in doing anything which may impair, prejudice or interfere with the other party's vested rights, title and interest in and to the information;
- 3.4 not to disclose the information to any publishing or news media.

Information shall not be regarded as confidential if:

- 3.5 it is already in the public domain or becomes available to the public through no breach by any of the parties hereto;
- 3.6 was rightfully in a party's possession without obligation of confidence prior to receipt from the other party as proven by its written records;
- 3.7 was rightfully received by a party from a third party without obligation of confidence;
- 3.8 is independently developed by a party as proven by its written records;
- 3.9 is approved for release with the prior written consent of the other party;
- 3.10 is required to be disclosed in order to comply with a judicial order or decree, provided that a party has given the other party 14 days prior written notice of such request to enable such other party to defend or protect such disclosure.

**4. Distribution of Information**

The parties undertake to claim confidentiality undertakings, in accordance with the terms hereof, from anyone to whom it distributes the information, or anyone who may have access to the information. The parties further accept liability for all acts of its directors, officers, employees, agents, representatives, consultants and associates who receive or have access to the information.

**5. Return of Information**

On termination of the business dealings contemplated herein, or should no further agreement be reached between them, the parties agree to return all documents and information made available to each other.

**6. Breach**

Should a party ("defaulting party") commit a breach of any of the provisions of this agreement, then the other party ("aggrieved party") shall be entitled to:

- 6.1 invoke such legal remedies, whether under common law or otherwise, as will protect its rights;
- 6.2 bring an application in any court of competent jurisdiction for the granting of an interdict against the defaulting party to prevent any further breach of the terms of this agreement;
- 6.3 claim specific performance from the defaulting party of all the defaulting party's obligations whether or not the due date for performance has arrived.

**7. Domicilia and Notices**

The parties hereby elect as their respective domicilia citandi et executandi the addresses as recorded in Item 1 of Annexe A which addresses are hereby respectively selected for all purposes of this agreement for the delivery of all notices and process, it being agreed that any notice dispatched by pre-paid registered post shall be deemed to have been received seven days (7) from the date of posting thereof. Either party may change their domicilium on thirty day's written notice to the other party.

**Annexe A**

All the details contained herein constitute part of this agreement and are incorporated herein. Annexe A must be completed in its entirety and should, for any reason whatsoever, all the details required to be recorded therein not be recorded prior to the signing of this agreement, CiMSO shall be entitled to:

- (a) complete the incomplete portion of Annexe A in accordance with the terms of the negotiations preceding the conclusion of this agreement;
- (b) for the purpose of clause (a) above the second party appoints CiMSO as its sole agent;
- (c) terminate this agreement forthwith without prejudice to any of its other rights.

<b>1. Parties</b>	<b>1.1 CiMSO</b>	<b>1.2 The Second Party</b>
Name:	CiMSO Development Pte Ltd	
Reg. No:	Company Reg. No.: 201709086D	
Address:	8 Ubi Road 2, #04-14 Zervex, Singapore, 408538	
Contact Numbers:	Telephone: +65 6604 7245 e-mail: eo@cimso.com	

<b>2. Date</b>	The effective date of this agreement:	2018.
<b>3. Term</b>	This agreement shall endure for a period of:	Five (5) years from the effective date.
<b>4. Jurisdiction</b>	This agreement shall be governed by the laws of:	Singapore

<b>5. Attestation:</b> Signed at _____ on the _____ day of _____ 2018.			
Witness signature:>		CiMSO's signature:>	
Enter name:>		Enter name:>	

<b>Attestation:</b> Signed at _____ on the _____ day of _____ 2018.			
Witness signature:>		2nd Party's signature:>	
Enter name:>		Enter name:>	

