Confidentiality and Non-disclosure Agreement

Between: "CiMSO" - described in Item 1.1 of Annex A hereto, and

The "Second Party" - described in Item 1.2 of Annex A hereto,

individually referred to as a "Party", and jointly as "Parties".

1. Preamble

The Parties are investigating the possibility of concluding some form of business ("Business"), described in Item 6 of Annex A hereto. During, and as a consequence of the discussions between the Parties pertaining to the Business, the Parties will disclose proprietary or classified information ("Information") between themselves.

The Parties 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 or licensed holder of it's respective Information and makes it available to the other Party strictly on the terms and conditions set out in this agreement.

3. Confidential Information

For the purposes of this agreement Information shall be interpreted in its widest sense, regardless of the manner in which it is furnished by each respective Party. Information includes, but is not limited to, oral, written, graphic or machine-readable information, including, but not limited to each Party's copyright, research, service plans, developments, processes, designs, drawings, patterns, compilations, techniques, formulae, software source and object code, algorithms, business plans, agreements with third parties, lists of actual or potential services, prospects or clients, marketing plans, trade, commercial, financial and management secrets, whether in electronic format or hard copy.

3.1   The Parties agree to maintain the Information in secrecy and:

(a)   To restrict disclosure of the Information solely to the receiving Party's affiliates, directors, officers, employees, agents, representatives, consultants and any Associates as specified in Item 5 of Annex A hereto.

(b)   To apply the Information solely for the purpose for which it was disclosed and in accordance with the provisions of this Agreement.

(c)   Not to do anything or assist any other person in doing anything which may impair, prejudice or interfere with the disclosing Party´s vested rights, title and interest in and to the Information.

(d)   Not to disclose the Information to any publishing outlet, news media or marketing enterprise whatsoever.

(e)   To comply with the provisions of CiMSO´s Policy on General Data Protection, as recorded in form C-POL-GDP.

Access: L1-L4

3.2   Information shall not be regarded as confidential if:

(a)   it is already in the public domain or becomes available to the public through no breach by any of the Parties hereto.

(b)   was rightfully in a Party's possession without obligation of confidence prior to receipt from the other Party as proven by its written records.

(c)   was rightfully received by a Party from a third party without obligation of confidence.

(d)   is independently developed by a Party as proven by its written records.

(e)   is approved for release with the prior written consent of the disclosing Party.

(f)   is required to be disclosed in order to comply with a judicial order or decree or law, provided that to the extent permitted by law, and to the extent a Party shall not be subject to any penalty that may be imposed by a relevant authority due to the delayed disclosure, a Party shall give the other Party fourteen (14) days prior written notice of such request to enable such other Party to defend or protect such disclosure.

3.3   The Second Party acknowledges that CiMSO has placed special confidentiality restrictions on the disclosure, access to and use of all Information pertaining to it's Quality Management System ("QMS"), a process-based system utilising documented procedures for the application of ISO9001 to the development, supply, operation and maintenance of computer software and related support services. The Information contained in the QMS documents:

(a)   Is proprietary to CiMSO.

(b)   Includes trade secrets of CiMSO.

(c)   Is not generally known or easily accessible.

(d)   Is classified with limitation on disclosure and access.

(e)   Is important to CiMSO and its business network, and confers a substantial commercial advantage with respect to CiMSO software and the Business pertaining thereto.

(f)   May include information of a personal nature which:

(i)   will render such information subject to the provisions of the QMS form C1-POL-GDP - Policy on General Data Protection;

(ii)   may be subject to country specific privacy and confidentiality restrictions which may be binding on the Second Party.

3.4   The Second Party shall disclose to CiMSO, as soon as reasonably possible, any information on which it has placed special confidentiality restrictions. CiMSO shall agree thereto before the start or continuation of the Business contemplated herein.

4. Distribution of Information

The Parties undertake to claim confidentiality undertakings in writing, under terms and conditions no less restrictive than those set forth herein, from the Associates specified in Item 5 of Annex A hereto,

        Status: Restricted
Access: L1-L4   cimso

as well as anyone to whom it provides access or distribute the Information.

The Parties further accept liability for all acts of its respective affiliates, directors, officers, employees, agents, representatives, consultants, business partners and Associates who receive or have access to the Information.

5. Destruction of Information

Upon a disclosing Party's written request the Parties agree to destroy all documents and Information which has been made available to each other.

Notwithstanding the foregoing, a Party may retain copies of the Information to the extent that such retention is required to demonstrate compliance with applicable law, regulation or professional standards, provided however that such copies of the Information so retained shall be held in compliance with the terms of this agreement.

6. Breach

Should a defaulting Party commit a breach of any of the provisions of this agreement, then the aggrieved Party shall be entitled to:

6.1   seek to 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 Annex A attached hereto, 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 transmitted by electronic mail (e-mail) shall be deemed to have been received within twenty four (24) hours from the date and time of transmission thereof. Either Party may change their domicilium on thirty day's written notice to the other Party.

8. Annexe

The following Annex constitute part of this agreement and is incorporated herein:

Annex A - Information Pertaining to Confidentiality and Non-disclosure Agreement

8.1   Annex A must be completed in its entirety and should all the required details not be recorded prior to the signing of this agreement, CiMSO shall be entitled to either:

Status: Restricted
Access: L1-L4

(1)   terminate the agreement forthwith without prejudice to any of its rights; or

(2)   complete the incomplete portion of Annex A in accordance with the terms of the negotiations preceding the conclusion of this agreement. For this purpose only the Second Party appoints CiMSO as its sole agent. CiMSO shall submit a copy of the fully completed Annex A to the Second Party for attestation.

Annex A

Information Pertaining to Confidentiality and Non-disclosure Agreement

1. Parties	1.1 CiMSO	1.2 The Second Party
Name:	CiMSO Development Pte Ltd	
Co. Reg. No:	201709086D	
Address:	2 Balestier Road, #04-697 Balestier Hill SC, Singapore, 320002	
Contact Numbers:	Telephone: +65 6604 7245	
	E-mail: eo@cimso.com johanm@cimso.com	

2. Date	The effective date of this agreement:		
3. Term	This agreement shall endure for a period of:		from effective date.
4. Jurisdiction	This agreement is governed by the laws of:		
5. Associates			
6. Business			

7. Signatures

Signed by the following Parties who confirm their power and authority to do so:

The Second Party signed at:

2nd Party Signature:>

On date:

Name & Designation:>

CiMSO signed at:

CiMSO Signature:>

On date:

Name & Designation:>

Status: Restricted
Access: L1-L4

cimso