



OFFICIAL DOCUMENT

SUPPLIER NON-DISCLOSURE AGREEMENT (NDA)

REV A

24 JUNE 2010

HUP FATT BROTHERS ENGINEERING PTE LTD, having its registered office at **11 Woodlands Walk Singapore 738265**, (hereinafter referred to as "HFB")

And _____ **(your company name)**.

Having its registered office at (hereinafter referred to as " _____ **(Alias)**")
_____ **(address)**.,

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable to all meetings and communications between employees and/or representatives of **HFB** and _____ **(Alias)** in connection with an investigation and evaluation of the feasibility of a business relationship between **HFB** and _____ **(Alias)** in the field of Product Machining operation, hereinafter called the "Authorized Purpose".

CLAUSE I: CONFIDENTIAL INFORMATION

Information may be transferred between the parties to the extent necessary to fulfill the Authorized Purpose. Such information may be, without limitation, in the form of business and/or financial records, specifications, samples, photographs, drawings or other documents.

For the purpose of this Agreement, Confidential Information shall mean any and all technical and non-technical information disclosed between the disclosing party and the receiving party pursuant to this Agreement and including but not limited to business, commercial, research, experimental work, developmental, current and future designs and process details, manufacturing, sales (e.g. customer lists), financial, operating, product and any other technical information, know-how, techniques, work instructions, samples, models, apparatus, process flow data cards, inventions, specifications, end user requirements, engineering, business forecast, sales, marketing plan, Technical Product Documents (TPD) which includes drawings, customized specifications and material data and other related information.

CLAUSE II: OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

All confidential Information disclosed or transferred by either party to the other shall remain the property of the disclosing party.

The disclosing party will provide all Confidential Information on an "as is" basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and the disclosing party shall not be liable for any direct, special, incidental, consequential or other damages for such disclosures.

The receiving party will return all Confidential Information and any copies thereof immediately to the disclosing party upon the disclosing party's first written request.

CLAUSE III: RECEIVING PARTY'S RIGHTS AND OBLIGATIONS

The receiving party agrees that, unless the disclosing party gives it prior written authorization, it shall, during a period of **five (5)** years from the date of disclosure of any Confidential Information hereunder:

- a. Not use the Confidential Information disclosed by the other pursuant to Clause I for any other purpose than for the Authorized Purpose; and
- b. Protect the other party's Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own; and
- c. Access to such Confidential Information shall be restricted by receiving party to the employees of _____ (**Alias**) who have a reasonable need to know the same in connection with the Authorized Purpose.

Clause IV: GOVERNING LAW

The parties agree that information disclosed by **HFB** pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

- a. Is part of the public domain without violation of this Agreement
- b. Is known and on record at the receiving party prior to disclosure by the disclosing party;
- c. Is lawfully obtained by the receiving party from a third party who is not bound by similar confidentiality obligations;
- d. Is developed by the receiving party completely independently of any such disclosure by the disclosing party;
- e. Is ascertainable from a commercially available product; or
- f. Is disclosed pursuant to administrative or judicial action, provided that the receiving party shall use its best efforts to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after getting knowledge or receiving notice of such action, notify the disclosing party thereof and give the disclosing party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under any of the above subsections, then only that portion of Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V: RESTRICTIONS

Nothing shall be granted to the receiving party in terms of patent, copyrights, trademark or other proprietary right or license. The disclosure of Confidential Information and materials which may come with the disclosure shall not result in any obligation to grant the receiving party rights therein.

Each party shall have the right to turn down to accept any Confidential Information under this Agreement prior to any disclosure if it believes the receipt of such information would restrict in any way the use of its own

technology or otherwise impair its business interest and nothing herein shall obligate either party to disclose to other party any Confidential Information.

Clause VI: TRANSFER OF RIGHTS AND OBLIGATIONS

Neither party may transfer nor assign any or all of its rights and/or obligations or delegate the performance of any nor all of its obligations under this Agreement, except respectively remain to any affiliated company, provided said affiliated company and the transferor are bound by the obligations and restrictions described in this agreement.

Clause VII: DISCLOSURE OF CONFIDENTIAL INFORMATION

This Agreement shall be governed and construed in accordance with the laws of Singapore without giving effect to its conflict of laws provisions. Unauthorized disclosure of Confidential Information will diminish the value of the propriety interests that are the subject of this agreement. Therefore, in case the receiving party breaches any of its obligations hereunder, the disclosing party shall entitled to equitable relief in order to protect its interest therein, including but not limited to injunctive relief, as well as monetary damages. The prevailing party in any such dispute shall be entitled to receive a reasonable sum for its attorney's fees and costs of litigation, in addition to any other relief to which it may be entitled.

Clause VIII: AGREEMENT PERIOD

This Agreement shall be effective for a period of **Five (5)** years starting from _____ **(today's date)**.

This agreement can be terminated for any reason upon written **6 months** advance notice of either party and mutually agreed by both parties

Those terms and conditions of this Agreement which are, by their nature, meant to survive the term of this Agreement shall so survive.

AGREED TO FOR:

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HUP FATT BROTHERS ENGINEERING PTE LTD

(Your company name)

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date: