

THIS AGREEMENT is made this \_\_\_\_\_ ("Effective Date") between:

Singapore Flying College Pte Ltd (UEN 198801211R), a company incorporated in Singapore with its registered office at 25 Airline Road, Airline House, Singapore 819829 (which may where the context allows include any or all of its Affiliates) ("**SFC**"),

and

[Name of Vendor] \_\_\_\_\_ (Business Registration No \_\_\_\_\_) of

[Address of Vendor] \_\_\_\_\_ ("the Vendor")

hereinafter referred individually as "**a Party**" or collectively as "**the Parties**". The Party disclosing Confidential Information (as hereinafter defined) under this Agreement shall be referred to herein as the "**Disclosing Party**", and the Party receiving Confidential Information under this Agreement shall be referred to herein as the "**Receiving Party**".

**WHEREAS:**

- A. For the purposes of facilitating the business dealings, operations, cooperation or discussions between the Parties, or for the purposes of performance of obligations under any agreement between the Parties, or for the purposes of the Parties' discussions concerning a potential business relationship, or the evaluation or establishment of a potential business relationship, in respect of the procurement, development, implementation and/or maintenance of existing and/or new IT solutions and/or systems for SFC (each a "**Purpose**"), the Parties may from time to time disclose Confidential Information (as hereinafter defined) to each other.
- B. The Parties agree to the disclosure and use of such Confidential Information on and subject to the terms of this Agreement.

**THE PARTIES AGREE** as follows:

1. Each of the Parties as a Receiving Party acknowledges that the Disclosing Party operates in a highly competitive industry and that any and all information relating to a Purpose, if disclosed (whether directly or indirectly) to a third party without the express authorisation of the Disclosing Party would have a detrimental effect on the business of the Disclosing Party. In consideration of being made privy to the Confidential Information (as hereinafter defined), each Party hereby agrees to observe and be bound by the terms of this Agreement.

"associated company" shall mean any entity in which at least 20% but not more than 50% of its shares are held by SIA or the Singapore Airlines Group, and (ii) the expression "control" in the relevant context shall mean either (a) control of at least 50% of the issued share capital of an entity; (b) control of at least 50% of the voting rights attached to the shares of the issued share capital of an entity, (c) control of the composition of the board of directors of an entity, or (d) undertaking or control of the management and/or operation of the business of an entity.
2. In this Agreement, "**Confidential Information**" means any non-public information which, under the circumstances surrounding the disclosure, ought to be regarded as proprietary or confidential to the Disclosing Party, however recorded, preserved or disclosed and whether or not marked as confidential or private, of the Disclosing Party that it discloses to the Receiving Party, and shall include but is not limited to:
  - a. information, personal data, knowledge and data, whether or not in relation to a Purpose and howsoever obtained or disclosed or accessed, including copies and reproductions thereof in which the Disclosing Party has a business, proprietary or ownership interest or has a legal duty to protect, which the Disclosing Party considers to be confidential and/or which is identified by the Disclosing Party as confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature;
  - b. (where SFC is the Disclosing Party) SFC Data;
  - c. any information relating to the Disclosing Party business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities;
  - d. the Disclosing Party's operations, processes, product information, know-how, designs, trade secrets or software;
  - e. the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations; and
  - f. any information or analysis derived from the foregoing.

"**SFC Data**" includes any information belonging to **SFC** or provided by **SFC** for a Purpose which includes but is not limited to all data, information and computer programs provided by or derived from third parties whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and Personal Data (of passengers or otherwise), as well as all compilations or databases containing such data and information. "**Affiliate**" in relation to SIA means SIA's related or associated companies and such entities which SIA controls, directly or indirectly. For the purposes of this Agreement: (i)
3. The Receiving Party hereby agrees to use the Confidential Information only for a Purpose and for no other purpose whatsoever and hereby undertakes that the Confidential Information shall only be disclosed to its employees, servants, officers, agents, consultants and contractors on a need-to-know basis for a Purpose.
4. The Receiving Party further agrees to keep the Confidential Information in strictest confidence and treat with the same degree of care it extends to its own Confidential Information (such care not being less than a reasonable degree of care), agrees to protect the Confidential Information from unauthorised or inadvertent use, disclosure, dissemination or publication, and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party except as provided in this Agreement any Confidential Information received from the Disclosing Party. To the extent that the Confidential Information contains any Personal Data (as hereinafter defined), the Receiving Party shall comply with all applicable Data Protection Laws in respect of the Disclosing Party's collection, use, disclosure or processing of such Personal Data. "**Data Protection Laws**" shall refer to Singapore's Personal Data Protection Act 2012 (Act 26 of 2012), whether in force now or to be enacted in the future and as the same may be modified, adapted or supplemented from time to time, and all other applicable laws, regulations, and official interpretations thereof pertaining to Personal Data, personally identifiable data or privacy. "**Personal Data**" means all information (including for the avoidance of doubt opinions) which identifies an individual, in any form, whether true or not, about an individual who can be identified from that data or from that data and other information to which the organisation has or is likely to have access, and shall include: (i) all data which is defined to be "personal data" or equivalent under the applicable Data Protection Laws; and (ii) all information the collection, disclosure, use or processing of which is subject to Data Protection Laws.
5. The Receiving Party undertakes to take all such steps as shall from time to time be necessary to ensure compliance by its

- employees, servants, officers, agents, consultants and contractors who receive the Confidential Information to observe the terms of this Agreement. The Receiving Party, as principal party, shall be responsible and held liable for any breach of this Agreement by any of its employees, servants, officers, agents, consultants and contractors.
6. The Receiving Party expressly understands that the Confidential Information disclosed by the Disclosing Party under this Agreement is of a commercially valuable and highly sensitive nature. The Receiving Party shall inform the Disclosing Party immediately on becoming aware of any unauthorised use or disclosure of the Confidential Information, and co-operate in every reasonable way to help the Disclosing Party regain the Confidential Information and use its best efforts to prevent further unauthorised use or disclosure of the Confidential Information. The Receiving Party acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to seek the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
  7. The provisions of this Agreement relating to Confidential Information shall not apply to:
    - a. Information which at the time of disclosure is in the public domain.
    - b. Information which becomes part of or enters the public domain other than in breach of this Agreement or other than due to any default, wrongful, unlawful, wilful or negligent act or omission of the Receiving Party or any of its employees, servants, officers, agents, consultants and contractors involved for a Purpose.
    - c. Information which was known to the Receiving Party prior to receipt from the Disclosing Party provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by the Disclosing Party.
    - d. Information which has been independently developed or obtained by the Receiving Party, or obtained by the Receiving Party from a third party other than in breach by either of them of their respective obligations to maintain confidentiality.
    - e. Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the Receiving Party shall promptly notify the Disclosing Party of such requirements and shall use its best efforts to limit the scope of the use or disclosure.
  8. All Confidential Information is delivered "as is". Receiving Party acknowledges that except as expressly set forth herein, (a) the Disclosing Party has not made any promise to the Receiving Party, express or implied, upon which the Receiving Party is entitled to rely in any way; and (b) the Receiving Party specifically waives and disclaims any reliance, dependence or action based on any written or verbal statement or promise made by the Disclosing Party to the Receiving Party. The Parties understand that the Disclosing Party does not have any obligation to provide Confidential Information to the Receiving Party, that the Disclosing Party does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that the Disclosing Party shall not be liable to the Receiving Party for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties for a Purpose.
  9. Upon termination, abandonment or completion of any Purpose for whatever reason or upon termination of this Agreement, the Receiving Party shall not make further use of the Confidential Information related to such Purpose and shall return all of the Confidential Information (including all copies or reproductions, extracts, summaries or notes thereof) to Disclosing Party, or destroy the same in accordance with the directions of Disclosing Party and certify the same have been destroyed. The Parties may mutually agree that a Purpose has been terminated, abandoned or completed.
  10. The Disclosing Party may, at any time direct the Receiving Party to return all Confidential Information to the Disclosing Party, or part thereof (including all copies or reproductions, extracts, summaries or notes thereof), and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Receiving Party shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof, to the Disclosing Party. If the requested Confidential Information are still required by the Receiving Party to perform their services for the Project, then in such event, both Parties shall endeavour to obtain alternative information from other sources so that the Receiving Party can proceed with the performance of their services.
  11. The Parties do not intend for this Agreement to grant any right (license or otherwise) in or to any Confidential Information. The Receiving Party does not acquire any rights in any Confidential Information, except the limited right to use Confidential Information for the Purpose. Neither Party has any obligation to purchase any products or services from the other Party. The Parties shall, before the Vendor commences creating or developing any Intellectual Property Rights in connection with any Purposes (whether jointly with SFC or independently), enter into a definitive agreement setting out the respective rights and obligations of the Parties in respect of such Intellectual Property Rights. "Intellectual Property Rights" includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.
  12. Each Party shall not assign its benefits, rights and obligations under this Agreement to any third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party. Subject to the above limitation, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.
  13. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.
  14. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions or part thereof of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either Party, its agents or employees, unless by an instrument in writing signed by both Parties. No waiver of any provision of this Agreement shall constitute a waiver of the same or any other provision(s) in this Agreement on another occasion.
  15. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.
  16. This Agreement shall come into effect on the Effective Date and shall remain in full force and effect in perpetuity (notwithstanding

the completion, abandonment or termination of any Purpose) unless earlier lawfully terminated, provided that any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive and continue to be binding on the Parties

indefinitely following termination. This Agreement may be terminated by mutual agreement of the Parties.

**SIGNED**

For and on behalf of

**SINGAPORE FLYING COLLEGE PTE LTD**

Signature:

Name: Lorimer Yong

Job Title: General Manager

**SIGNED**

For and on behalf of

Signature:

Name:

Job Title:

Email Contact: