

**NON-DISCLOSURE AGREEMENT
FOR PRODUCTION AND SUPPLY OF INFLIGHT AUDIO PROGRAMMES
FOR PERIOD 01 OCTOBER 2013 TO 30 SEPTEMBER 2015
REFERENCE NO. TR 833**

THIS AGREEMENT is made this _____ day of _____ ("Effective Date") between:

1. **SINGAPORE AIRLINES LIMITED** ("SIA"), Company Registration No 197200078R, of Airline House, 25 Airline Road, Singapore 819829,

and

2. _____ ("*company shortform*") of _____ ("*address*"), hereinafter referred to individually as "a Party" or collectively as "the Parties".

The Effective Date of this Confidentiality Agreement shall be _____.

WHEREAS

- A. SIA is seeking to appoint suppliers for the **Production And Supply of Inflight Audio Programmes** ("Project").
- B. SIA considers the Party to be a potential vendor for the Project and in order to assess the Party's suitability, SIA requires the Party to provide proposals and bids for the Project.
- C. In this connection, SIA will be disclosing to the Party the nature and scope of the Project and certain confidential information in accordance with the terms and conditions set out herein.
- D. The Party recognises and acknowledges that the information in connection with and/or incidental to the Project is highly sensitive and confidential in nature and that SIA requires any and all Confidential Information to be kept secret and strictly confidential.
- E. In consideration of the disclosure of the Confidential Information, the Party will keep any and all Confidential Information strictly confidential in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. The Party acknowledges that SIA operates in a highly competitive industry and that any and all information relating to the Project, if disclosed (whether directly or indirectly) to a third party without the express authorisation of SIA will have a detrimental effect on the business of SIA. In consideration of being made privy to the Confidential Information, the Party hereby agrees to observe and be bound by the terms of this Agreement.

2. In this Agreement, "Confidential Information" shall include but is not limited to the contents of the Project, information, knowledge or data, howsoever disclosed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature and all subsequent forms developed from the use of the information disclosed which is not in the public domain and in which SIA has a business, proprietary or ownership interest or has a legal duty to protect, or which SIA considers to be confidential and which is identified by SIA as confidential. The contents of the Project shall constitute Confidential Information and remain as such until such time as SIA makes a public announcement of the Project or as the Parties may, in writing, mutually agree that it be disclosed.

3. The Party hereby agrees to use the Confidential Information only for the purpose of the Project and hereby undertakes that the Confidential Information shall only be disclosed to those of its employees, servants, officers, agents, consultants and contractors on a strictly need-to-know basis for the purpose of all evaluation, development and implementation pertaining to the Project.

4. The 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 and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Project.

5. The Party shall cause its employees, servants, officers, agents, consultants and contractors involved in the Project to observe or be similarly bound by the terms of this Agreement. The Party, as the principal party, shall be responsible and held liable for any breach of confidentiality by any of its (former and/or present and/or future) employees, servants, officers, agents, consultants and contractors. The Party will immediately notify SIA in the event of any loss or unauthorized disclosure of any Confidential Information.

6. The Party expressly understands that the Confidential Information disclosed by SIA under this Agreement is of a commercially valuable and highly sensitive nature. In the event that SIA discovers that the Party, its employees, servants, officers, agents, consultants or contractors (whether individually or collectively) has made or makes or intends to make or causes to be made any unauthorised disclosure of the Confidential Information, SIA shall be entitled to take out an injunction against any such party to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, SIA will be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.

7 Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of SIA and will contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by SIA.

8. The provisions of this Agreement shall not apply to:

- (i) Information which at the time of disclosure is in the public domain;
- (ii) Information which after disclosure becomes part of the public domain other than in breach of this Agreement;
- (iii) Information which was known to the Party prior to receipt from SIA provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by SIA;
- (iv) Information which has been independently developed or obtained by the Party or obtained by the Party from a third party other than in breach by either of them of their respective obligations to maintain confidentiality;
- (v) 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 prior to the Party making the disclosure shall promptly notify SIA of such requirements and shall use its best efforts to limit the scope of the use or disclosure; and
- (vi) Confidential Information, which is disclosed to third parties with the prior written consent of SIA.

9. The Parties understand that SIA does not have any obligation to provide Confidential Information to the Party, that SIA does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that SIA shall not be liable to the 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 in respect of the Project.

10 Upon termination of this Agreement for whatever reason and irrespective of whichever Party initiated the termination, the Party shall not make further use of the Confidential Information and shall return all of the Confidential Information to SIA, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of SIA and certify the same have been destroyed.

11. SIA may, at any time during the course of the Project, direct the Party to return the Confidential Information to SIA, or part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Party shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof to SIA. If the requested Confidential Information is still required by the 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 Party can proceed with the performance of their services.

12. Unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all patents, patent applications, copyrights, design rights, trademarks or such other proprietary rights, belonging to the respective Parties shall remain vested in the Party concerned.

13. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of this Agreement. Neither Party shall 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.

14. 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.

15 No amendment of, or addition to, the provisions of this Agreement shall be binding or effective unless made in writing and signed by the Parties hereto.

16. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

17. This Agreement shall come into effect on the Effective Date and shall remain effective for a period of five (5) years from the date of this Agreement or for a period of five (5) years following the completion of the Project, whichever period ends later.

SIGNED

SIGNED

For and on behalf of

For and on behalf of

SINGAPORE AIRLINES LIMITED

Signature

Signature

Name: GOH KHEAN HOOI

Name: _____

Title: Vice President, Commercial Supplies

Title: _____

Date: _____

Date: _____