

## NON-DISCLOSURE AGREEMENT (this "Agreement")

Date: [\_\_\_\_\_]

To: SATS Ltd.  
20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659

In consideration of **SATS Ltd. (Company Registration No. 197201770G)**, a company incorporated under the laws of the Republic of Singapore and having its registered office at [20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659] (and which shall include its successors and assigns) (the "**Disclosing Party**") agreeing to make available Confidential Information (as defined below) to [\_\_\_\_\_] (**Company Registration No. \_\_\_\_\_**), a company incorporated under the laws of [state, country] and having its registered office at [\_\_\_\_\_] (the "**Receiving Party**"), in connection with SATS Staff Intranet Portal Revamp (the "**Project**"), the Receiving Party hereby agrees and undertakes as follows:

### 1. Definitions

The following words and expressions shall bear the following meanings unless the context otherwise requires:

"**Associate**" means, in relation to any company, any other company which is its related corporation (as defined in the Companies Act 1967 of Singapore) or its associated company, and "Associates" means any two or more of them.

"**Confidential Information**" means any and/or all information (including information of a commercial, technical, legal or financial nature) that has been or is hereafter provided, in writing, electronically or in any other tangible form and marked 'confidential' or the like or expressed to be disclosed as confidential information, to the Receiving Party or its Representatives by or on behalf of the Disclosing Party or any of its Associates, including by their respective Representatives, in the course of, for the purpose of and/or in relation to the Project; which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and/or proprietary product or information, any information or matter comprising or containing part of the intellectual property rights of the Disclosing Party or any other person, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Disclosing Party and/or any of its Associates, marketing information, brochures, rates and rate tables, and/or contracts of any nature. For the avoidance of doubt, "Confidential Information" does not include any information disclosed or communicated verbally, unless it has been reduced in writing or in any other tangible form within ten (10) days from its disclosure.

"**person**" includes individual, firm, corporation, association, trust or entity, incorporated or unincorporated.

**“Representative”** in relation to any party means any director, officer, employee, servant, agent, consultant, advisor (financial, legal or otherwise), auditor or insurer of that Party and any of its Associates, and **“Representatives”** means any two or more of them.

## 2. Confidentiality Undertakings

2.1. The Receiving Party understands and agrees that all Confidential Information is of a strictly secret and confidential nature. The Receiving Party shall keep confidential and shall not disclose to any person:

- (a) any Confidential Information;
- (b) that discussions are taking place between the Disclosing Party and the Receiving Party concerning the Project nor the status, terms, conditions or other facts concerning such discussions nor the contents of any term sheet or memorandum of understanding or memorandum of agreement that has been signed or is in the course of being prepared, discussed or finalised, and/or;
- (c) the identity of the Disclosing Party and any of its Associates, whether by name or by any identifiable description in connection with the Disclosing Party’s actual or potential participation in the Project,

except with the prior written consent of the Disclosing Party or as otherwise permitted by the terms and conditions of this Agreement. The Receiving Party shall make use of the Confidential Information disclosed by the Disclosing Party solely for the purposes of the Project or as otherwise provided in this Agreement, and (in any event and without limiting the generality of the foregoing) shall not use in any manner whatsoever, whether directly or indirectly, any of the Confidential Information for its own benefit or the benefit of any person or third party other than the Disclosing Party.

2.2. Without prejudice to the generality of the foregoing, the Receiving Party shall not copy, reproduce, distribute or part with possession of any of the Confidential Information and shall prevent unauthorised use or reproduction of the Confidential Information.

2.3. The Receiving Party may disclose the Confidential Information to such of its Representatives only on a strict “need to know” basis and solely to the extent necessary to carry out the purposes of the Project. The Receiving Party shall be liable to ensure that each of its Representatives to whom Confidential Information is disclosed complies with the terms of this Agreement as if he or she was a party hereto, and, upon request by the Disclosing Party, enters into a legally binding written undertaking to this effect with the Receiving Party (or at the Disclosing Party’s request, with the Disclosing Party) prior to any disclosure of Confidential Information to him or her. A breach or threatened breach by any of the Representative shall be deemed to be a breach by the Receiving Party of the terms of this Agreement.

2.4. The Receiving Party shall keep the Confidential Information separate from all other documents and information the Receiving Party may hold and the Receiving Party shall ensure that proper and

secure storage is provided for the Confidential Information and shall keep a record of the Confidential Information provided to the Receiving Party and/or its Representatives and of the location of the Confidential Information and of any person holding it

## 2.5. Protection of Personal Data

- (a) In the event that the Receiving Party, or any of its permitted assignees, Processes Personal Data, the Receiving Party shall, and shall procure that each of its permitted assignees shall, do the following:
- (i) The Receiving Party shall only Process Personal Data in accordance with the provisions of this Clause 2 and Applicable Laws and Regulations.
  - (ii) Where the Receiving Party is required to transfer any Personal Data outside of the country in which the Receiving Party is providing services to the Disclosing Party in order to carry out the purpose for which such Personal Data was provided by the Disclosing Party to the Receiving Party, the Receiving Party shall only transfer the Personal Data to a recipient which is bound by legally enforceable obligations to provide the transferred Personal Data a standard of protection at least comparable to that under any Applicable Laws and Regulations relating to the Personal Data.
  - (iii) the Receiving Party shall Process Personal Data solely for the purposes for which such Personal Data has been provided by the Disclosing Party to the Receiving Party, and in accordance with the Disclosing Party's instructions, unless expressly authorized by the Disclosing Party in writing.
  - (iv) The Receiving Party shall not transfer or disclose Personal Data to any third party without the Disclosing Party 's express written permission. To the extent permitted by the Disclosing Party, if the Receiving Party discloses Personal Data to any third party, the Receiving Party shall ensure that such third party is required to comply with data protection provisions no less stringent than those contained in this Clause 2. The Receiving Party shall continue to be responsible for any breach by such third party of the provisions of this Clause 2 and/or any Applicable Laws and Regulations. Notwithstanding anything to the contrary herein, the Receiving Party may disclose Personal Data to the extent required by any judicial or regulatory body having jurisdiction over the Receiving Party. The Receiving Party shall, in such instance, provide the Disclosing Party with adequate prior notice, where practicable and legally permissible, of such impending disclosure to the relevant judicial or regulatory body.
  - (v) The Receiving Party shall always take all commercially reasonable technical and organisational measures (including where appropriate, physical, administrative, procedural and information & communications technology measures) (1) against unauthorized or unlawful Processing of Personal Data and against accidental loss or damage to or destruction of Personal Data, or other similar risks; and (2) to enable the fulfilment of the Disclosing Party's obligations to respond to requests to exercise data subject rights under Applicable Laws and Regulations.

- (vi) The Receiving Party shall notify the Disclosing Party as soon as possible if it receives any complaint, notice, or communication which relates directly or indirectly to the Personal Data or the Processing of Personal Data. The Receiving Party shall correct, delete, return and/or provide to the Disclosing Party any copies of the Personal Data, and/or take any other actions in relation to the Personal Data, as may be instructed by the Disclosing Party from time to time. Where the Disclosing Party requires the Receiving Party to return or delete any Personal Data, the Receiving Party shall, after returning or deleting such Personal Data, provide the Disclosing Party with written confirmation that the Receiving Party no longer possesses or controls any such Personal Data. Without prejudice to the Receiving Party's retention exception in Clause 2.5(a)(vii) below, where applicable, the Receiving Party shall also instruct all third parties to whom it has disclosed Personal Data to return to the Receiving Party or delete such Personal Data.
  
- (vii) Except if prohibited by law, without undue delay and in any event not later than forty-eight (48) hours upon becoming aware of any compromise of Personal Data (including but not limited to any compromise in respect of Personal Data Processed by the Receiving Party), the Receiving Party will notify the Disclosing Party in writing of such compromise. For purposes of this Clause 2.5(a)(vii), a compromise includes (but is not limited to) any unauthorized, unlawful, and/or unintended Processing, access, disclosure, exposure, alteration, loss, damage, corruption and/or destruction of Personal Data. The Receiving Party will investigate such compromise and remediate the effects of such compromise, including providing notice to impacted individuals and/or governmental authorities at the reasonable request and with the approval of the Disclosing Party. Upon satisfactory remediation of any compromise, the Receiving Party agrees to undertake such actions as reasonably necessary to prevent any recurrence of such compromise and provide written assurances to the satisfaction of the Disclosing Party that appropriate measures have been taken to protect the Receiving Party against the threat of a similar compromise occurring.
  
- (b) Without prejudice to any rights that the Disclosing Party may have under Applicable Laws and Regulations, the Receiving Party shall indemnify the Disclosing Party, its affiliates and their directors, shareholders, officers, agents, suppliers, and employees from and against all costs, claims, damages, expenses, fees or penalties arising out of or in connection with the Receiving Party's failure to comply with any applicable data protection law and/or this Clause 2.
  
- (c) Where any of the Personal Data is EU Personal Data, the EU Standard Contractual Clauses shall apply, in addition to these Personal Data protection clauses. In the event of any conflict or inconsistency between this Clause 2 and the EU Standard Contractual Clauses, the Standard Contractual Clauses shall apply to the Processing of EU Personal Data.
  
- (d) Definitions:

For the purpose of this Clause 2, the following terms shall have meanings given to them below:

- (i) **“Applicable Laws and Regulations”** means and includes any law and regulation of any jurisdiction, within or outside of Singapore, that are applicable to the Receiving Party in its access to and use of the Disclosing Party’s Data arising from or relating to any service provided to the Disclosing Party and that is designed to protect the Disclosing Party’s Personal Data from unauthorized use, access, disclosure, alteration or destruction and any amendments, and regulations promulgated thereunder, and applicable industry guidelines and standards.
- (ii) **“EU Standard Contractual Clauses”** means the Standard Contractual Clauses issued by the European Commission found at [EUR-Lex - 32021D0914 - EN - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/), as may be amended or updated from time to time.
- (iii) **“EU Personal Data”** means any information that is defined as “Personal Data” under the Regulation (EU) 2016/679 (General Data Protection Regulation).
- (iv) **“Personal Data”** means information that alone or in combination identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature (and facsimile thereof), date of birth, physical characteristics or description, street address, email address, telephone number, passport number, driver’s license or governmental identification card number, social security number, tax file number, insurance policy number, education, employment, employment history, health or medical information, bank account number, credit card number, debit card number, any other financial information, or any other information that could be used to identify an individual, and encompasses personal data, personal information, “nonpublic personal information” and “personal health information” as those terms are defined under Applicable Laws and Regulations.
- (v) **“Process”, “Processed” or “Processing”** means any operation or set of operations which is performed by or on behalf of the Receiving Party as part of the services provided to the Disclosing Party or in connection with the Disclosing Party’s Personal Data whether or not by automatic means, such as collection, generation, creation, recording, organization, storage, adaption or alternation, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- (vi) **“Subcontractors”** means any third party to whom the Receiving Party is delegating any portion of its obligations under this Agreement to.
- (vii) **“Unauthorized Access”** means (1) any actual or suspected unauthorized access, use, acquisition, viewing, disclosure, misuse, alteration, destruction, loss, Processing or other security breach involving, or any compromise of, the Disclosing

Party's Data other than in connection with the provision of services or goods to the Disclosing Party or otherwise is not in conformance with, or violates, any requirement of this Clause 2, (2) includes an actual security breach or suspected security breach of the Receiving Party's systems and an actual security breach or suspected security breach of any systems of any of its Subcontractors or other third parties to which the Receiving Party provides access to, or that Processes, any of the Disclosing Party's Data; and (3) includes but is not limited to any actual or suspected unauthorized disclosure or use of passwords or access IDs issued to the Receiving Party personnel for their access to the Disclosing Party's Data.

### 3. **Exceptions**

Notwithstanding the foregoing, the Receiving Party shall not be liable for the disclosure of Confidential Information to the extent it is:

- (a) in or it enters the public domain, other than as a result of its breach of this Agreement;
- (b) lawfully received by or known to the Receiving Party on a non-confidential basis prior to disclosure as referred to in this Agreement, as evidenced by the written records of the Receiving Party and which was not acquired, directly or indirectly, from the Disclosing Party, any of its Associates or any of its Representatives;
- (c) developed by the Receiving Party or any of its Representatives independently of, and without reference to or reliance on, the Confidential Information; and/or
- (d) compelled to be disclosed by the Receiving Party pursuant to any applicable law, legally enforceable judgment or order of court or a requirement of a stock exchange, government body or regulatory authority having supervision over it, provided however that the Receiving Party shall:
  - (i) promptly notify the Disclosing Party of the full details of such requirement and provide a copy of the proposed disclosure to the Disclosing Party as soon as possible and in any event before such disclosure in sufficient time in order that the Disclosing Party may make a contemporaneous announcement or public statement of its own of or relating to such disclosure, apply to court or the relevant authorities to prevent such disclosure, and/or take such other steps as it may reasonably deem necessary;
  - (ii) use its reasonable efforts to secure confidential treatment of the Confidential Information; and
  - (iii) not effect any disclosure which is more extensive than required by the said law, judgment or order.

#### 4. **Return of Confidential Information**

All Confidential Information in tangible form disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement (including all copies or reproductions thereof in any media and all documents into which any of the Confidential Information has been incorporated) will be returned and delivered up to the Disclosing Party or destroyed by the Receiving Party, immediately upon request by the Disclosing Party. The Receiving Party will produce promptly upon the Disclosing Party's request a certificate signed by any of its directors or its chief executive officer or equivalent, confirming that this has been completed.

#### 5. **Remedies**

- 5.1. The Receiving Party agrees and acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
- 5.2. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.
- 5.3. No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

#### 6. **No Representation or Warranty**

- 6.1. The Disclosing Party and its Associates make no representation or warranty whatsoever as to the accuracy, completeness, sufficiency or suitability of the Confidential Information. Accordingly, the Receiving Party acknowledges that the Disclosing Party and its Associates accept no liability or responsibility whatsoever and howsoever arising in connection with the Confidential Information (including but not limited to any errors or omissions in the Confidential Information). This Agreement shall create no obligation whatsoever on the Disclosing Party and/or any of its Associates to disclose any Confidential Information, or any particular kind or quantity of thereof.
- 6.2. The Receiving Party shall be responsible for making its own judgment, assessment and decision on the Confidential Information and on the Project or as to the reasonableness of any assumptions which may be contained in it. The Receiving Party shall, in the execution of any agreements relating to the Project, acknowledge that the Receiving Party has not relied on, or been induced by any representation or warranty in the Confidential Information to enter into the agreements, except where expressly specified therein.

#### 7. **No Joint Venture, Partnership, Etc.**

The Receiving Party agrees that this Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business relationship or entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed to

constitute any offer, acceptance, or promise of any contract or amendment to any contract between the Disclosing Party and the Receiving Party. The Receiving Party shall have no authority whatsoever to bind the Disclosing Party and/or any of its Associates in any context.

**8. Exclusive Property**

The Receiving Party acknowledges that the Confidential Information is the exclusive property of and will remain the exclusive property of the Disclosing Party and its Associates. The provision of the Confidential Information to the Receiving Party shall not be deemed to confer upon the Receiving Party or any of its Representatives any rights whatsoever (whether by licence or otherwise, and whether by way of patent(s), patent applications, copyrights or other intellectual property rights or otherwise) over or with respect to the Confidential Information or any part thereof.

**9. Duration**

9.1. The obligations of the Receiving Party under or pursuant to this Agreement shall continue in force for a period of 5 years from the date of this Agreement regardless of whether the Project is completed, aborted, suspended or otherwise.

9.2. For the avoidance of doubt, where the Receiving Party enters into any definitive binding contract in relation to the Project (or any part thereof), the provisions of this Clause 9 shall not affect the Receiving Party's confidentiality obligations (if any) under the aforesaid contract.

**10. No Assignment**

The Receiving Party shall not assign, transfer or novate this Agreement or any of its benefits, rights and/or obligations under this Agreement in part or in whole to any other person or third party, without the prior written consent of the Disclosing Party.

**11. Entire Agreement**

The Receiving Party acknowledges that this Agreement contains the entire understanding between the Disclosing Party and the Receiving Party with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment hereto shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Disclosing Party and the Receiving Party.

**12. Severability**

The Receiving Party agrees that each provision (or part thereof) of this Agreement shall be construed separately and independently from any other provision(s). Accordingly, if any provision of this Agreement is found to be illegal, unenforceable or invalid in any jurisdiction, such provision shall be ineffective to the extent of such illegality, unenforceability or invalidity in such jurisdiction, without affecting the remaining provisions of this Agreement, nor shall such illegality,



unenforceability or invalidity affect the legality, enforceability or validity of any and all of the provisions of this Agreement in any other jurisdiction.

13. **Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in all respects in accordance with the laws of Singapore and the Receiving Party irrevocably submits to the non-exclusive jurisdiction of the Singapore courts.

14. **Contracts (Rights of Third Parties) Act 2001**

14.1. A person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 2001 unless otherwise provided in this Agreement.

14.2. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

15. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

16. **Sanctions**

In the course of performing its obligations hereunder, the Receiving Party shall comply, and shall procure that all parties acting on its behalf or under its direction or control comply, with all laws, regulations, and orders applicable to the provision of goods and/or services hereunder ("**Applicable Laws**"), including Applicable Laws regarding sanctions, export and import controls, and the prevention of bribery and money laundering.

This Agreement has been executed on the date and year first abovewritten.

Signed by:

---

Name:  
Designation:  
For and on behalf of [Name of  
Receiving Party]