

UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ (date) by and between:

(1) KidSTART Singapore Limited ("KSL"), ("Disclosing Party"), and

(2) _____, ("Contractor")
("Receiving Party") (*Name of Registered Business/Owner & UEN/other identifier*)

WHEREAS, KSL had engaged Contractor under ITT, Reference No. Savills/KSL/ITT/01 to provide goods and/or services to KSL upon and subject to the terms and conditions of this non-disclosure agreement. The Contractor hereby undertakes and agrees to **comply with all the obligations under the non-disclosure requirements as described in this document:**

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 **"Confidential Information"** In this Agreement, "the Confidential Information" means information relating to the products, services, ideas, business, personnel, trademarks, copyrights, the intellectual property or commercial activities of KSL, including but not limited to formulas, systems and presentation, compilation, devices, concepts, techniques, processes, data which individually may, or may not be confidential, which information is not generally known to the public and either derives value, actual or potential, or has character such that KSL has a legitimate interest in maintaining its confidentiality.

In addition, the undersigned agrees as follows:

(a) All documents given by KSL will be considered as Confidential Information, whether or not marked with any proprietary notice or legend when the disclosure takes place.

(b) To avoid engaging in any "design around" activities regarding the Confidential Information.

2. NON-DISCLOSURE

2.1 The Receiving Party shall:

2.1.1 Maintain the confidentiality of the Confidential Information.

2.1.2 Not disclose Confidential Information to any third party without prior written consent. If such third parties disclosure is necessary, or about to be made for whatever reason, the Contractor shall seek the written permission of KSL, and allow KSL the opportunity to enter into a non-disclosure agreement, substantially identical to this Agreement, with the third party.

2.1.3 Use Confidential Information solely for the purpose of preparing a response to

the ITT.

2.2 Acknowledgement of Ownership and Confidentiality

2.2.1 The Contractor acknowledges and agrees that the Confidential Information that is disclosed to it by KSL, or that it acquires, sees, or learns of as a direct or indirect consequence of the discussions contemplated herein, and all dealings and transactions that follow or result from such discussion(s), are the exclusive property of KSL, and the undersigned will keep that information strictly confidential.

2.3 No Transfer of Rights

2.3.1 The Contractor acknowledges and agrees that it shall not acquire any right or interest in the Confidential Information and that KSL shall remain the sole owner of the Confidential Information.

2.4 No Offer for Sale

2.4.1 The Contractor acknowledges and agrees that the disclosure of the Confidential Information by KSL and the Contractor does not constitute an offer by KSL to the Contractor for the sale, license or other transfer of the Confidential Information. Except as may be expressly set forth herein, neither Party shall have any financial or other obligation to each other respecting the Confidential Information.

2.5 Handling of Confidential Information

2.5.1 In consideration of the mutual exchange and disclosure of Confidential Information, each party undertakes in relation to the other party's Confidential Information:

(a) to maintain the same in confidence and to use it only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing: (i) not to make any commercial use thereof;

(ii) not to use the same for the benefit of itself or of any third party other than pursuant to a further agreement with the other party; and

(iii) not to use the same for the purpose of guiding or conducting a search of any information, materials or sources, whether or not available to the public, for any other purpose whatsoever.

(b) not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for the purpose and that any copies, reproductions or reductions to writing so made shall be the property of the Disclosure;

2.6 Return of Information

2.6.1 The Contractor will return to KSL any material in the undersigned possession or control that bears, embodies or refers to the Confidential Information to KSL promptly, when requested to do so by KSL. The undersigned shall return all documents and materials (and all copies thereof) containing the other party's Confidential Information and certify in writing to the other party that it has complied with the requirements of this sub-clause in the following circumstances:

- (i) within one (1) month of completion of the Purpose; or
- (ii) within one (1) month of receipt of a written request from the other party;

3. Term

3.1 This Agreement shall remain in effect for a period of 1 year from the date of execution.

4. Governing Law

4.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

5. Remedies

5.1 The Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity in the event of a breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



For and on behalf of the Employer

Chan Kim Hang
Associate Director

Date: 08 June 2026

[Receiving Party Name]

Date: _____