



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Agreement dated _____, between PCA Technology Limited (the “Company”),
and _____ (the “Prospective Vendor”) of
(address) _____.

1. Background. The Company and the Prospective Vendor intend to engage discussions and negotiations concerning supplying products or services by the Prospective Vendor to the Company. In the course of such discussions and negotiations, it is anticipated that the Company may disclose or deliver to the Prospective Vendor certain of the company’s trade secrets or confidential or proprietary information for the purpose of enabling the Prospective Vendor to evaluate the desirability of becoming a supplier. The Company and the Prospective Vendor have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential or proprietary information in accordance with the terms of this Agreement.

2. Proprietary Information. As used in this Agreement, the term “Proprietary Information” shall mean all trade secrets or confidential or proprietary information designated as such in writing by the Company whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Company to the Prospective Vendor. Notwithstanding the foregoing, information which is orally or visually disclosed to the Prospective Vendor by the Company, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if it would be apparent to a reasonable person, familiar with the Company’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Company.

3. Disclosure of Proprietary Information. The Prospective Vendor shall hold in confidence, and shall not disclose to any person or entity, any Proprietary Information. The Prospective Vendor shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for his own benefit or the benefit of another without the prior written consent of the Company. Without limitation of the foregoing, the Prospective Vendor shall not cause or permit reverse engineering of any Proprietary Information or decompilation or disassembly of any software programs which are part of the Proprietary Information. The Prospective Vendor shall be responsible to the Company for any disclosure or misuse of Proprietary Information which results from a failure to comply with this provision. The Prospective Vendor will promptly report to the Company any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Company to prevent, control or remedy any such violation.

4. Limitation on Obligations. The obligations of the Prospective Vendor specified in Section 3 above shall not apply, and the Prospective Vendor shall have no further obligations, with respect to any Proprietary Information to the extent Prospective Vendor can demonstrate, by clear and convincing evidence, that such Proprietary Information.



- (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Prospective Vendor;
- (b) is in the Prospective Vendor's possession at the time of disclosure otherwise than as a result of Prospective Vendor's breach of any legal obligation;
- (c) becomes known to the Prospective Vendor through disclosure by sources other than the Company having the legal right to disclose such Proprietary Information;
- (d) is independently developed by the Prospective Vendor without reference to or reliance upon the Proprietary Information; or
- (e) is required to be disclosed by the Prospective Vendor to comply with applicable laws or government regulations, provided that the Prospective Vendor provides prior written notice of such disclosure to the Company and takes reasonable and lawful actions to avoid and / or minimize the extent of such disclosure.

5. Ownership of Proprietary Information. The Prospective Vendor agrees that the Company is and shall remain the exclusive owner of the Proprietary Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Prospective Vendor is granted or implied under this Agreement.

6. Return of Documents. The Prospective Vendor shall, upon the termination of this Agreement or at the request of the Company, promptly destroy or return to the Company all drawings, documents and other tangible manifestations of Proprietary Information received by the Prospective vendor pursuant to this Agreement (and all copies and reproductions thereof).

7. Miscellaneous

- (a) This Agreement supersedes all prior agreements, written or oral, between the Company and the Prospective Vendor relating to the subject matter of this Agreement. This Agreement may not be modified, amended or discharged, in whole or in part, except by an agreement in writing signed by the Company and the Prospective Vendor.
- (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
- (c) This Agreement shall be construed and interpreted in accordance with the laws of the Republic of Singapore.



- (d) The provisions of this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Prospective Vendor to be reasonable for such purpose. The Prospective Vendor agrees that any breach of this Agreement will cause the Company substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Company shall have the right to seek specific performance and other injunctive and equitable relief.

This Agreement shall remain effective with respect to any Proprietary Information which is disclosed herein at any time with three (3) years from the date first dated above, except for the obligations of the parties hereto with respect to Proprietary Information received prior to such termination which shall survive such termination.

PCA Technology Limited

Prospective Vendor (please print name)

Signed

Signed

By: _____

By:

Title: _____

Title:

Company Stamp