



As a boutique litigation and advisory firm, Silvester Legal LLC regularly handles disputes which could have been avoided had parties arranged their affairs and legal risks. This litigation is wasteful. Years of hard work can be lost if you do not have your agreements in order.

Silvester Legal LLC's Business Toolkit aims to provide assistance to start-ups looking for basic agreements.

For more sophisticated concerns or when in doubt, seek legal advice to customise an agreement that fulfils your requirements. Interested users may approach Silvester Legal LLC for affordable and cost-effective legal advice:

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TERMS OF USE AND DISCLAIMER

By using this document or any part thereof, you agree to the following:

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NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This Acknowledgment of Obligations (the "Agreement") is made and effective this [DATE],

BETWEEN: [THE EMPLOYEE NAME] [NRIC No.*****] (the "Employee"),
an individual with his main address at [COMPLETE ADDRESS]

AND: [COMPANY NAME] [UEN No. *****] (the "Company"), a
corporation incorporated under the laws of Singapore, with its head office
located at [COMPLETE ADDRESS]

WHEREAS, the Company desires to employ the Employee and the Employee desires to be employed by the Company in connection with certain aspects of the [JOB TITLE] for the Company; and

WHEREAS, in connection with such employment, the Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of the Company or clients of the Company; and

WHEREAS, the Employee and the Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The Company hereby employs the Employee and the Employee hereby accepts employment, upon the terms and conditions contained herein and at compensation as shall be agreed upon from time to time by the Company and the Employee. This Agreement shall commence on the date hereof and shall remain in effect indefinitely until terminated by either party by giving the other party notice of termination at least [NUMBER] days in advance. While employed by the Company, the Employee shall devote his or her full working time to the Company's affairs and shall faithfully and diligently serve the Company's interests.

2. CONFIDENTIALITY

The Employee recognizes and acknowledges that the systems which the Company owns, plans or develops, whether for its own use or for use by its clients, are confidential and are the property of the Company. The Employee further recognizes and acknowledges that in order to enable the

Company to perform services for its clients, such clients may furnish to the Company confidential information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its the Employees keeping such services and information confidential (collectively, including the Company systems and the Company client information, the "Confidential Information").

3. NON-DISCLOSURE

The Employee agrees that, except as directed by the Company, the Employee will not at any time, whether during or after his employment with the Company, disclose to any person or use any Confidential Information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Employee or otherwise coming into the Employee's possession or control without the prior written permission of the Company.

4. POSSESSION

The Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by the Employee and arising out of his employment by the Company. The Employee agrees that upon request by the Company, and in any event upon termination of employment, the Employee shall:

- (a) turn in to the Company all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information; and
- (b) turn in all documents, notes or other work product which is connected with or derived from the Employee's services to the Company whether or not such material is at the date hereof in the Employee's possession.

5. NON-COMPETITION

The Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, the Employee shall not, until the expiration of two years after the termination of the employment relationship between the Company and the Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company.

6. COMPANY'S CLIENTS

If the Employee's employment with the Company terminates for any reason, for a period of two years from the date of termination,

- (a) the Employee shall not have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of the Company or its subsidiaries or any person or firm which has contacted or been contacted by the Company as a potential customer or client of the Company;
- (b) the Employee shall keep in strictest confidence, both during the Employee's employment and subsequent to termination of employment; and
- (c) the Employee shall not during or after the employment disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Employee's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as confidential information including, without limitation, information relating to the software developed by the Company, information as to sources of, and arrangements for, hardware supplied to customers or clients of the Company, submission and proposal procedures of the Company, customer or contact lists or any other Confidential Information.

7. SAVINGS PROVISION

The Company and the Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict the Employee's competition with the Company to the maximum extent, in both time and geography, which the court shall find enforceable.

8. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Employee against the Company whether predicated on this Agreement or otherwise.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

10. INJUNCTIVE RELIEF

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to the Company or clients of the Company, inadequately compensable in damages. Accordingly, the Company or, where appropriate a client of the Company, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

The Employee further agrees that in the event of the termination of employment with the Company the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an Employee of the Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood.

The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

11. GOVERNING LAW

The Agreement shall be construed in accordance with the laws of Singapore

12. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to the Employee at his residence address as the same appears on the books and records of the Company or to the Company at its principal office, attention of the President, or otherwise as directed by the Company, from time to time.

13. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

COMPANY

THE EMPLOYEE

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title