



This Non-Disclosure and Confidentiality Agreement (“**Agreement**”), is made on the last date of signature of this Agreement (“**Signature Date**”) and shall take retrospective effect on the Effective Date (as defined below), by and between:

AMADEUS IT Group, S.A. (“Amadeus”), having its registered seat at Salvador de Madariaga, Nr 1, 28027 Madrid, Spain;

SINGAPORE AIRLINES LIMITED (“Airline”), having its registered seat at Airline House, 25 Airline Road, 819829, Singapore;

Insert partner company name (“Airline Supplier”) having its registered seat **Insert company registered address** (individually, a “**Party**” and collectively the “**Parties**”).

BACKGROUND

The Parties wish to enter into discussions and exchange information regarding the integration and/or access between the Airline Supplier System and the Amadeus Merchandising Platform and Amadeus NDC solutions provided by Amadeus to Airline (the “**Purpose**”) and to ensure that the Confidential Information (as defined in Clause 1 below) revealed during such discussions will be protected from disclosure.

IT IS AGREED:

1. For the purpose of this Agreement, the terms below shall have the following meanings:

“**Affiliate(s)**” shall mean, with respect to each Party, any other company or person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Party.

“**Confidential Information**” shall mean all information, relating to the business, affairs, strategies, financial condition, assets, operations, technology, services and other data concerning the Parties and/or their Affiliates, in a form that may be transmitted in writing, orally, visually or by any other form or medium to one Party by the either or both of the other Parties and/or its or their Affiliates in connection with the Purpose, which (a) is identified as being confidential or (b) would reasonably be expected by a recipient to be confidential or proprietary based on the nature of the information contained therein and the circumstances in which the materials are provided. Any work product or portion thereof relating to or derived from any Confidential Information, in whatever form contained, generated by the Party, which discloses Confidential Information shall also be deemed to be Confidential Information.

Confidential Information shall not include that which would otherwise be deemed Confidential Information, but which:

- (i) is or becomes generally available to the public through no fault or action by the Recipient Party; or
- (ii) is in the Recipient Party’s possession or becomes available to the Recipient Party on a non-confidential basis from a source, other than either the Disclosing Party or the other Party to this Agreement, or
- (iii) the Recipient Party has independently developed without reference to Confidential Information provided pursuant hereto by the Disclosing Party or the other Party to this Agreement.

“**Control**” shall mean, with respect to an entity, the possession, directly or indirectly, of the power or right to direct or cause the direction of the management or policies of entity, whether through the ownership of share capital and/or voting securities, by contract or otherwise, it being understood that beneficial ownership of over fifty (50) per cent or more of the voting securities of another person shall



in all circumstances constitute control of such other person and “**Controlled**” and “**Controlling**” shall be construed accordingly.

“**Disclosing Party**” shall mean the Party disclosing any information to either or both of the other Parties.

“**Effective Date**” means DD MM YYYY

“**Recipient Party**” shall mean the Party receiving any information from either or both of the other Parties.

2. The Parties agree that a disclosure of Confidential Information by an Affiliate of one Party to:
 - a. the other Party/Parties; or
 - b. to an Affiliate of the other Parties,

in connection with the Purpose shall be deemed and construed to be a disclosure of Confidential Information by one Party to the other Party for the purposes of this Agreement.

3. The Recipient Party agrees not to disclose to any third party the Confidential Information of the other Parties, nor the existence of conversations or negotiations with a view to contracting the Purpose, excluding those persons expressly authorized by the Disclosing Party.
4. The Recipient Party agrees to use the Confidential Information of the other Parties exclusively and solely in order to evaluate the Purpose, and agrees to restrict circulation of the Confidential Information to its and its Affiliates’ directors and employees (“**Representatives**”) who (i) need to know the Confidential Information of the other Parties for the Purpose, (ii) are informed by the Recipient Party of the confidential nature of the Confidential Information of the other Parties, and (iii) agree with the Recipient Party to be bound by the terms of this Agreement or terms similar thereto, but not less restrictive. The Recipient Party may disclose the Confidential Information of the other Parties to each of the other Parties (who will, in turn, comply with the provisions of this Agreement in respect of such Confidential Information). The Recipient Party shall ensure that each Representative shall comply with the terms of this Agreement as if the Representative were a Party to the Agreement and bound by its terms.
5. Except as permitted herein or otherwise agreed between the Parties, the Recipient Party shall:
 - a) use the Confidential Information of the other Parties only for the Purpose;
 - b) hold and maintain the Confidential Information of the other Parties in strict confidence using the same degree of care (but not less than reasonable care) that it uses with respect to comparable, highly confidential information relating to its own business or affairs;
 - c) not release, use, sell, transcribe, transfer, publish, disclose, copy (whether by machine or by hand), display, reproduce, reverse engineer, decompile or disassemble, or otherwise deal with the Confidential Information of the other Parties in any manner whatsoever;
 - d) not use the Confidential Information of the other Parties with the aim, in any manner, damage the present or future interests of the Disclosing Party, its image or reputation or of its shareholders or to take commercial advantage or to improve its competitive position in the market; and
 - e) not make the Confidential Information of the other Parties or any portion thereof, in any form or manner whatsoever, available to any other third party.
6. The Parties acknowledge that the Confidential Information of the Disclosing Party is and shall remain the sole and exclusive property of the Disclosing Party (or if originally disclosed by one Party (the “**Original Disclosing Party**”), to the Disclosing Party, such Confidential Information is and shall remain the sole and exclusive property of the Original Disclosing Party) including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein or pertinent thereto. The Recipient Party shall not reproduce the Confidential Information or any part thereof in any format or media except with the Disclosing Party’s (or, if applicable, the Original Disclosing Party’s) prior written consent. The Recipient Party agrees promptly to return or destroy all Confidential Information of the other Parties (including, without limitation, any derivatives, portions, notes, copies or summaries

thereof) upon written request by the Disclosing Party, provided that nothing in this Agreement shall require the destruction of Recipient Party's business records derived from the use of the Confidential Information to the extent such records are produced and maintained for administrative or archival purposes and are treated as Confidential Information according to the terms of this Agreement. At the request of the Disclosing Party, the Recipient Party shall have a senior officer certify that all of the documents constituting the Confidential Information have been returned or destroyed to the extent required by this clause.

7. The Parties recognise and acknowledge the Disclosing Party's representation of the competitive value and confidential nature of its Confidential Information and that any use or disclosure of such Confidential Information other than as expressly authorised by this Agreement will be detrimental to the Disclosing Party, or the Original Disclosing Party as the case may be, and may result in the Disclosing Party (or Original Disclosing Party) suffering substantial and irreparable loss and damage. Without affecting any other rights or remedies that any Party may have, the Recipient Party acknowledges and agrees that due to the character of the Confidential Information to be made available hereunder, damages may not be an adequate remedy for any breach by it or any of its directors, officers, employees, agents, professional advisers or Affiliates of the provisions of this Agreement, and that the Disclosing Party (or Original Disclosing Party as the case may be) will be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement by the Recipient Party or any of its directors, officers, employees, agents, professional advisers or Affiliates and that no proof of special damage or special damages shall be necessary for the enforcement of this Agreement. Nothing contained in this Clause shall, however, be construed as a waiver by the Disclosing Party (or Original Disclosing Party as the case may be) of any other rights, including without limitation, rights for damages.
8. Notwithstanding any provision to the contrary contained herein, the Recipient Party may disclose Confidential Information received from the Disclosing Party if the Recipient Party is compelled to disclose such Confidential Information pursuant to any law, legal process, regulation or regulatory process, provided, however, as follows:
 - a) that the Recipient Party shall take all reasonable steps to preserve the confidentiality of the Confidential Information of the other Parties, including without limitation, requesting that the Confidential Information of the other Parties not be released to third parties or the public;
 - b) that the Recipient Party gives the Disclosing Party prompt notice of the legal/regulatory process, to the extent that such notice is permissible, so that the Disclosing Party may seek an appropriate protective order or pursue such other legal action necessary to preserve the confidentiality of the Confidential Information of that Party; and
 - c) that the Recipient Party provides reasonable assistance to and cooperates with the Disclosing Party in its efforts to preserve the confidential nature of the Confidential Information of the Disclosing Party and, in the event that the Disclosing Party is unable to resist the disclosure, limits such disclosure to what is reasonably determined to be the minimum required pursuant to such compulsory requirements.
9. The Parties acknowledge that some or all of the Confidential Information of Amadeus and its Affiliates (including but not limited to forward looking statements) is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and undertake not to use any such Confidential Information for any unlawful purpose. **Airline, Airline Affiliate and Airline Supplier** are expressly advised that Amadeus is a company whose shares are admitted to trading on a regulated market in Spain and that all or part of the Confidential Information constitutes or may constitute insider information, according to the Spanish Securities Market Act. **Amadeus and Airline Supplier** are expressly advised that Airline is a company whose shares are admitted to trading on a regulated market in Singapore and that all or part of the Confidential Information constitutes or may constitute insider information, according to the Securities and Futures Act, Cap. 289 of Singapore.
10. Each Party will comply with any trade sanctions and export control laws applicable to its obligations under this Agreement, as long as such compliance does not lead to any infringement of any other applicable laws (including but not limited to anti-boycott laws).

11. Any notice, demand or document which any Party is required or desires to give or deliver to or make upon any of the other Parties in connection with this Agreement, shall be in writing and shall be:
- a) personally delivered; or
 - b) delivered by depositing in the Mail, registered or certified, return receipt requested, with postage prepaid to the addresses set out below:
 - (i) in the case of **Amadeus**:
Attn: General Legal Counsel, Amadeus IT Group, S.A.
Address: c/. Salvador de Madariaga 1, 28027 Madrid, Spain;
 - (ii) in the case of **SINGAPORE AIRLINES LIMITED**:
Attn: Charlene Wee, charlene_wee@singaporeair.com.sg, General Manager Distribution
Address: Airline House, 25 Airline Road, 819829 Singapore, Singapore;
 - (iii) in the case of **Insert partner company name**
Attn: **Name, Email, Position**
Address: **xxxxxx**

Any notice, demand or documents shall be deemed to be effective upon receipt of the same by the Party to whom said notice, demand or document should be addressed in accordance with this paragraph.

Any Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which it shall become effective.

12. Except as otherwise noted herein, this Agreement shall expire three (3) years from the Effective Date, unless earlier terminated by a Party by giving at least thirty (30) days prior notice in writing to the other Parties. Notwithstanding this, the Recipient Party's obligations under this Agreement with respect to any item of Confidential Information shall continue for three (3) years from the date of disclosure of such item of Confidential Information. The obligations of the Parties under this Agreement that by their nature continue beyond the expiry or termination of this Agreement shall survive any expiry or termination of this Agreement.
13. This Agreement may be amended in whole or in part by written consent of all the Parties. Such amendment shall be effective as of the date then determined by the Parties and shall supersede any provisions contained herein which are in conflict. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.
14. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that no Party shall assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of both the other Parties.
15. Any dispute arising under or relating to any provision of this Agreement shall be referred to, and finally settled by, arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). Such rules are deemed to be incorporated by reference into this Agreement once this Clause

is invoked (to the extent that those rules, or individual articles within those rules, are valid and enforceable under national law, and where any individual article is deemed to be invalid or unenforceable it shall be severed and the remaining articles shall subsist). The arbitration shall be conducted by a tribunal consisting of three (3) arbitrators, and each of the Parties shall have the right to nominate one of these arbitrators, such nominations to be made within thirty (30) working days of referral of the dispute to arbitration. The place of arbitration shall be in Singapore. The language of the arbitration shall be English. Judgment on the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

16. This Agreement, and the performance of this Agreement, and any non-contractual obligations arising from or connected with this Agreement, shall be governed by and construed in accordance with English law without giving effect to the principles thereof relating to conflicts of laws.
17. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.
18. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements and understandings, oral or written, relating to the Confidential Information and the Purpose.

IN WITNESS WHEREOF, this has been executed by the Parties on the dates set forth below and the last date is the Signature Date.

AMADEUS IT Group, S.A.

SINGAPORE AIRLINES LIMITED

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Signature of authorized representative

Signature of authorized representative

Name:

Name:

Title:

Title:

Date

Date

Insert partner company name

.....

Signature of authorized representative

Name: **xxxxxx**

Title: **xxxxxx**

Date:

