



Employee Non-Disclosure Agreement Only

Name (underline last name)	Hong Chun Mun
Date (YYYYMMDD)	2024 / 03 / 05

VERSION TRACKER

Date (YYYYMMDD)	Version Number	Revision Notes
20111111	1.0	Release of this Employee Non-Disclosure Agreement
20210701	2.0	Updates with Compliance to New Regulations

Please read the following statements carefully.

In the following statements,

- (a) "Agreement" refers to this Employee Non-Disclosure Agreement;
- (b) "Company" refers to Quest Ventures, either jointly or individually, and/ or any of its subsidiaries or affiliates, and/or their respective officers, agents or employees;
- (c) "Employee" refers to a person who has entered into or works under a contract of service with the Company, including but not limited to permanent staff, part-time staff, and interns; and
- (d) "Recipient" refers to the signer of this Agreement.

SECURITY PROCEDURES

At all times during the performance of services for the Company, I shall abide by all applicable security standards, guidelines and procedures of the Company, including, where applicable, those set forth in the Company's Data Security Policies and Standards Manual and Technical Users: Security Policies and Standards Manual¹.

OWNERSHIP OF INTELLECTUAL PROPERTY

1. I hereby agree that the Company shall have ownership of the entire rights, title and interest in all inventions, original works of authorship, developments, improvements, technical or other contributions, including computer software and trade secrets, and other works which I make, conceive, create or write, alone or jointly with others, during the course of and within the scope of my employment with the Company or within six months after termination of such employment if related to the course of my employment ("**Developments**").
2. In connection therewith, I hereby assign to the Company, all rights, title and interest in and to the Developments to which I am or may at any time after the date of my employment be entitled to by virtue of or pursuant to any of the laws in force in any part of the world, whether or not patentable or registrable under copyright or similar laws, which assignment shall include, without limitation, the right to file and prosecute patent applications and copyright registrations in any and all countries and all rights of priority under international conventions.
3. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with Quest are protectible by Section 30(6) of the Copyright Act (Cap. 63)².
4. I agree to keep and maintain complete, adequate and current written records of all Developments and to disclose the same to the Company. The records will be in the form of notes, sketches, drawings, and any other format as the Company shall reasonably request and/or specify during the term of my employment.

¹ Refer to <https://drive.google.com/file/d/1hjB6ipcA1uXkb5vxTnoW6x0Nc6LthQxn/view?usp=sharing>

² Refer to <https://sso.agc.gov.sg/Act/CA1987#pr30->

5. I agree to, during and after such period, assist and cooperate fully with the Company (entirely at its expense) to do any and all acts to obtain and protect the Company's rights in the Developments and any copyrights, trademarks, patents, designs, layout-designs, proprietary information, mask work rights or other intellectual property rights relating thereto in any and all countries ("**Intellectual Property Rights**"), including, the execution of any and all applications, assignments and all other instruments in such manner and at such location which the Company shall deem necessary in order to apply for and obtain or assign to the Company the Intellectual Property Rights.
6. I understand and agree that all such Developments shall be and remain the property of the Company regardless of whether or not patented or registered for copyright and that my obligation to execute or caused to be executed, any instrument or papers shall continue after the termination of this Agreement.

CONFIDENTIALITY OF INFORMATION

1. I understand that the Company wishes to disclose certain Confidential Information (as defined below) to me relating to my employment ("**Purpose**"). In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties agree to comply with the terms set out in this Agreement.
2. In this Agreement, Confidential Information means all confidential or proprietary information (however recorded or preserved) disclosed or made available, directly or indirectly, by the Company, its employees, officers, representatives (collectively "**Representatives**") or advisers to myself and my Representatives after the date of this Agreement including but not limited to (i) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations; (ii) the terms of this agreement; and (iii) any information or analysis derived from the Confidential Information.
3. I agree and undertake to keep the Company's Confidential Information confidential and, except with the prior written consent of the Company,
 - (a) not use or exploit the Confidential Information in any way except for the Purpose;
 - (b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement; and
 - (c) apply the same security measures and degree of care to the Confidential Information as I apply to my own confidential information, which I warrant as providing adequate protection from unauthorised disclosure, copying or use.
4. I may disclose the Company's Confidential Information to
 - (a) those of my Representatives who need to know this Confidential Information for the Purpose, provided that I (i) inform my Representatives the confidential nature of the Confidential Information before disclosure; (ii) procure that my Representatives shall, in relation to any Confidential Information disclosed to them, comply with this Agreement as if they were the Recipient and, (iii) shall at all times be liable for the failure of any Representative to comply with the terms of this Agreement; and

- (b) to the extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or as may be required by law or regulation provided that, to the extent it is legally permitted to do so, I provide to the Company prompt notice of such required disclosure so that I take into account the reasonable requests of the Company in relation to the content of such disclosure.
- 5. The obligations in paragraph 4 shall not apply or shall cease to apply to Confidential Information which
 - (a) I can show to the Company's reasonable satisfaction that it:
 - i. is or becomes generally available to the public (other than as a result of its disclosure by myself or my Representatives in breach of this Agreement), or
 - ii. was available to me on a non-confidential basis prior to disclosure by the Company as evidenced by written records; or
 - iii. was, is or becomes available to me on a non-confidential basis from a person who, to my knowledge, is not bound by a confidentiality agreement with the Company or otherwise prohibited from disclosing the information to me; or
 - (b) the parties agree in writing is not confidential or may be disclosed.
- 6. At the request of the Company, I shall (and I shall cause my Representatives) to promptly:
 - (a) destroy or return to the Company all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Company's Confidential Information;
 - (b) erase all the Company's Confidential Information from my computer systems to the extent possible; and
 - (c) certify in writing to the Company that it has complied with the requirements of this clause, provided that I may retain documents and materials containing, reflecting, incorporating, or based on the Company's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit myself to keep evidence of performance of my obligations under this Agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by me.
- 7. The Company reserves all rights in its Confidential Information. No rights in respect of the Company's Confidential Information are granted to me and no obligations are imposed on the Company other than those expressly stated in this Agreement. In particular,
 - (a) nothing in this Agreement shall be construed or implied as obliging the Company to disclose or update any specific type of information under this Agreement, whether Confidential Information or not;
 - (b) except as expressly stated in this Agreement, the Company does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information; and
 - (c) the disclosure of Confidential Information by the Company shall not form any offer by, or representation or warranty on the part of, the Company to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.

8. I acknowledge that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Company shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
9. I shall indemnify and keep fully indemnified the Company and its group at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Company and/or its group arising from any breach of this Agreement by me and from the actions or omissions of any Representative.
10. If either party decides not to become involved in the Purpose with the other party it shall notify the other party in writing immediately. The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of 2 years from the termination of this agreement. Termination of this Agreement shall not affect any accrued rights or remedies to which the Company is entitled.
11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore. In addition, each party irrevocably agrees
 - (a) that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter or its subject matter or formation (including non-contractual disputes or claims);
 - (b) it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract; and
 - (c) No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

This Agreement shall take effect on the date stated at the beginning of it.

Signature	
Name (underline last name)	Hong Chun Mun
Date (YYYYMMDD)	2024 / 03 / 05

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2024 / 03 / 05

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SIGNED

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