

## **CONFIDENTIALITY AGREEMENT**

This Agreement, effective ....., 200... , is made between Infineum Singapore Pte. Ltd. ("Infineum"), and .....("Recipient).

Infineum and its Affiliates have developed and/or acquired certain proprietary information and materials relating to formulation and production of fuels and lubricant additives ("Proprietary Information"). The Recipient wishes to receive certain Proprietary Information for the sole purpose of evaluating the tender specifications and its suitability to participate in the tender to provide certain services relating to Infineum's ..... Project in Singapore. Infineum is willing to make such Proprietary Information available for this limited purpose but only on the terms set forth below. Accordingly, the parties agree as follows:

1. As used herein,

"Affiliate" shall mean (a) Infineum Holdings B.V, Infineum USA Inc., Infineum USA L.P., and Infineum Singapore Pte. Ltd; and. (b) all other subsidiaries and other affiliates of the companies named in (a) above in which the said company owns or controls, directly or indirectly, not less than fifty percent (50%) of the shares, voting stocks or other evidence of ownership;

"Proprietary Information" means all information provided to the Recipient by or on behalf of Infineum in written, oral or any other form, except for information and materials which:

- (I) At the time of disclosure are in the public domain or which, after disclosure, enter the public domain except as a result of a breach of this Agreement or any other obligation of confidentiality; or
- (II) Are provided to the Recipient by a third party, except where the third party is subject to a confidentiality obligation to maintain such information and materials in confidence;

Provided that the party seeking to rely on these shall have the burden of proving the exceptions by clear and convincing evidence.

2. In respect to Proprietary Information disclosed to it, the Recipient shall use the same degree of care Recipient uses with its own proprietary information of like kind, and shall:
  - (a) preserve and ensure that its employees shall preserve the confidentiality of such Proprietary Information;
  - (b) hold the Proprietary Information in confidence for a period of 10 years from the effective date of this Agreement. In no event during the period of confidentiality shall any disclosure of the Infineum Proprietary Information be made to any third party, or be made in any patent application, or otherwise be made in any form without prior written approval of Infineum; and
  - (c) for duration of obligation of confidentiality, use Proprietary Information solely for the purpose recited above.
3. At Infineum's request the Recipient shall return to Infineum all documentation and other materials furnished to it incorporating any aspect of the Proprietary Information and shall destroy any documentation and other materials the Recipient may have created or caused to be created incorporating any aspect of the Proprietary Information and shall provide to Infineum a written statement verifying that this has been done.
4. The Recipient acknowledges that breach of the provisions of this Agreement causes irreparable damage to Infineum, and shall entitle Infineum to emergency injunctive relief. The Recipient unconditionally agree to:

- (a) indemnify Infineum fully for any losses, damages or expenses that may be occasioned by any such breach; and
  - (b) waive any rights Recipient may have to oppose the granting of any equitable relief sought by Infineum in relation to any threatened or actual breach of the provisions of this Agreement.
- 5. If Recipient or anyone to whom Recipient directly or indirectly transmit the Proprietary Information is requested or becomes legally compelled (by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demands or similar process) to disclose any of the Proprietary Information, Recipient shall provide Infineum with prompt written notice so that Infineum may seek a protective order or any other appropriate remedy and/or waive compliance to the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or that Infineum, in its sole discretion, expressly waives compliance with any provision of this Agreement, Recipient shall furnish only that portion of the Proprietary Information which Recipient are advised by opinion of counsel, in form or substance reasonably satisfactory to Infineum and its counsel, is legally required and shall exercise Recipient's best efforts to obtain reliable assurance that confidential treatment will be accorded to such Proprietary Information.
- 6. Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other and notwithstanding that such provision and/or undertaking (or part of it) may prove to be illegal or unenforceable the remaining provisions and undertakings of this Agreement shall continue in full force and effect.
- 7. For avoidance of doubt Recipient acknowledges that nothing contained in this Agreement shall compel Infineum to provide Recipient with any information requested by Recipient and that Infineum shall be entitled at its discretion to decline to supply Recipient with certain of such information.

8. This Agreement shall be construed under and governed by the Laws of the Republic of Singapore and the parties submit to the non-exclusive jurisdiction of the courts of Singapore.
9. This Agreement constitutes the entire agreement between the parties and it supersedes and cancels all prior negotiations, understandings and agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. This Agreement can be amended only by written document signed by both parties.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_ 200\_\_

Infineum Singapore Pte. Ltd.  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_ 200\_\_