



GOLDTECH

A P E O P L E A N D T E C H N O L O G Y S E R V I C E S P R O V I D E R

EMPLOYEE'S DECLARATION

The Employee hereby agrees and undertakes as follows:

1. UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

1.1. In this Clause 1:

a. **"Confidential Information"** means any and all information and materials disclosed to, or obtained or received by the Company, whether written or oral, in the course of the Engagement, including without limitation intellectual property, proprietary information, processes, designs, reports, specifications, procedures, instructions, technology and software (source code, object code and documentation). Such information and materials may belong to the Company or clients of the Company, or may have been received by the Company where the Company is bound by an obligation of confidence; and

b. **"Engagement"** means the provision of professional services by the Company with the Company's employee.

1.2. At all times during the term of the Engagement and thereafter, the Employee will:

a. exercise all due care and diligence and take all reasonable precautions (including with any Company-prescribed instructions) in dealing with Confidential Information;

b. unless directed by the Company, not use, disclose, remove or transfer whether directly or indirectly, to any person, firm or corporation, any Confidential Information, save where required under law or for the purpose of the performance of the Employee's obligations to the Company;

c. not remove any software, documentation or storage media belonging or licensed to the Company or customers of the Company, for use outside of the premises of the Company or customers of the Company, as the case may be; and

d. not use the Employee's personal devices (including computing devices and storage media) or software in providing professional services to the Company.

1.3. Upon termination of the Engagement, the Employee shall immediately deliver up to the Company all Confidential Information (electronic or otherwise), including copies thereof, and property (including any computer, laptop, notebook, thumb drive or any storage media device) belonging to the Company, which are in the Employee's possession, custody or control.

2. CONSENT TO COMPANY'S USE OF THE EMPLOYEE'S PERSONAL DATA

2.1. **"Personal Data"** shall be as defined in the Singapore Personal Data Protection Act 2012.

2.2. The Employee consents to the Company's collection, use and disclose of the Employee's Personal Data for the purposes of managing the Engagement, enabling the Company to realise the commercial benefits of the Engagement and in order to meet the needs of the Company's business.

2.3. The Employee acknowledges that the Company is part of a global organization, and may transfer and/or store the Employee's Personal Data outside of Singapore. In addition, the Employee's Personal Data may also be processed by the Company's agents, related companies, subsidiaries, intermediaries, staff and/or Employees, some of whom may be located outside of Singapore, for the purposes set out in Clause 2.2. The Employee hereby consents to the Company's processing of the Employee's Personal Data as described herein.

3. COMPLIANCE WITH LAWS AND COMPANY STANDARDS

In performance of the Employee's obligations to the Company, the Employee shall comply with all laws and regulations, and all instructions, policies and codes of conduct stipulated by the Company from time to time.

4. GENERAL

4.1 This Declaration shall be interpreted and governed in accordance with the laws of Singapore. The Employee submits to the exclusive jurisdiction of the courts of Singapore.

4.2 The Employee further acknowledges that any breach of Clauses 1 and 3 could cause injury to the Company and that monetary damages would not be an adequate remedy. In the event of any breach or threatened breach by the Employee, the Company shall be entitled to injunctive relief in any court of competent jurisdiction, and the Employee shall indemnify the Company for all costs, demands, liabilities or expenses of whatsoever nature arising directly or indirectly out of the breach or threatened breach. Nothing in this Declaration shall be construed as prohibiting the Company from pursuing any other remedies available to it for a breach or threatened breach.

EXECUTED as a Deed

Signed, sealed and delivered by:

Date: _____

Name: _____ NRIC/FIN/Passport No: _____