

[On the letterhead of Bidder]

[Date]

SG HSR Pte. Ltd.
1 Hampshire Road, Block 2A
Singapore 219428

Dear Sirs,

**Non-Disclosure Agreement relating to:
HSR Project – Request for Proposal for AssetsCo PPP Project**

Whereas, _____ **[insert name of bidder or consortium member]** of _____ **[insert address of bidder or consortium member]** (the "**Bidder**") has indicated an interest in participating in the Kuala Lumpur – Singapore High Speed Rail Project – Request for Proposal for AssetsCo PPP Project (the "**RFP**"), and the Bidder has requested SG HSR Pte. Ltd. ("**InfraCo SG**") and MyHSR Corporation Sdn. Bhd. ("**InfraCo MY**" and together with InfraCo SG, the "**InfraCos**") to issue the Bidder the RFP Documents (as defined below) for the purpose of evaluating and preparing for the RFP. Therefore, in consideration of obtaining access to the RFP Documents, the Bidder hereby agrees and undertakes to InfraCo SG as follows:

1. The Bidder agrees to keep, and procure that its Representatives (as defined below) keep, confidential and not disclose or reveal to any person:
 - (a) the RFP Documents;
 - (b) any information relating to any discussions between the Bidder and InfraCo SG its Associated Persons in connection with the RFP (including, without limitation, the status of any such discussions); and
 - (c) all analyses, compilations, studies or other documents (and copies thereof) prepared by the Bidder or its Representatives on the basis of or derived from the RFP Documents (the "**Derivative Documents**")except,
 - (i) as required by Applicable Law (as defined below);
 - (ii) to those of the Bidder's Representatives who: (A) are directly concerned with and need to know the RFP Documents for the purpose of assisting the Bidder in evaluating and preparing its bid submission for, the RFP; (B) have (prior to such disclosure) agreed in writing to be bound by the terms of this Agreement as if they were party to it; and (C) whom the Bidder will cause to observe the terms of this Agreement; and
 - (iii) to those of its consortium partners who have signed and delivered a non-disclosure agreement to InfraCo SG on the same terms as this Agreement.
2. The Bidder further agrees not to use the RFP Documents for any purpose other than in connection with its evaluation of and preparation of its bid submission for, the RFP. The Bidder acknowledges that it shall be responsible for any breach of the terms of this Agreement by it or its Representatives (notwithstanding that such Representatives may, at any time, cease to

be its Representatives and any action by its Representatives shall be treated as actions of the Bidder for the purposes of this Agreement).

3. RFP Documents do not include information which:
 - (a) was in the public domain at the time of disclosure to the Bidder or its Representatives;
 - (b) becomes generally available to the public after disclosure to the Bidder, other than as a result of a disclosure by the Bidder or its Representatives in violation of this Agreement or other obligation of confidentiality; or
 - (c) becomes available to the Bidder on a non-confidential basis from any person (other than InfraCo SG or its Associated Persons) who is not prohibited from disclosing such information to the Bidder by a legal, contractual or fiduciary obligation to InfraCo SG or its Associated Persons.
4. The Bidder acknowledges that the RFP Documents and any copies thereof shall remain the property of the InfraCos and their disclosure to the Bidder shall not confer any rights over the RFP Documents whatsoever beyond what is contained in this Agreement or the RFP Documents.
5. The Bidder shall:
 - (a) keep a record of the RFP Documents which have been provided to the Bidder or its Representatives and, so far as is reasonably possible, of the location of the RFP Documents and the identities of any of its Representatives in possession of the RFP Documents and any Derivative Documents;
 - (b) immediately return or destroy all RFP Documents (and copies thereof) in the possession of the Bidder or its Representatives, and delete and remove all RFP Documents from any database or document retrieval system into which it has been placed, upon the written request of InfraCo SG;
 - (c) keep all Derivative Documents confidential and subject to the terms of this Agreement and such Derivative Documents shall be immediately destroyed upon the written request of InfraCo SG; and
 - (d) provide a certificate signed by a duly authorised Representative of the Bidder to attest to the fact that all RFP Documents have been returned or destroyed in accordance with paragraph 5(b) above and all Derivative Documents have been destroyed in accordance with paragraph 5(c) above.
6. In this Agreement:
 - (a) "**Agreement**" means this legally-binding undertaking given by the Bidder to InfraCo SG entitled "Non-Disclosure Agreement relating to HSR Project – Request For Proposal for AssetsCo PPP Project".
 - (b) "**Applicable Law**" means any statute, law, act, resolution, decree, constitution, rule, regulation, decision, finding, ruling, order, code, writ, injunction, mandate, ordinance, judgment, guidelines or directive of any Government Agency (to the extent having the force of law in Singapore), or any treaty, pact or other agreement to which any Government Agency is a signatory or party, and includes any legislative, judicial or administrative interpretation or application of any of the foregoing, and which has the force of law upon the relevant person.

- (c) **"Associated Persons"** means the Government of Malaysia, the Government of Singapore and any of their or the InfraCos', directors, officers, employees, advisers or agents and **"Associated Person"** means any one of the them.
 - (d) **"Government"** means the Government of Singapore.
 - (e) **"Government Agency"** means any judicial body with the relevant jurisdiction and any local, national or supra-national agency, authority, inspectorate, minister, ministry, official or public or statutory person of the Government.
 - (f) **"person"** shall include person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).
 - (g) **"Representatives"** means, in respect of a person, the related corporations and associated companies of such party and their respective directors, officers, employees, advisors (including, without limitation, legal advisers, accountants, consultants and financial advisors), sources of financing, subcontractors or potential subcontractors and agents of such person.
 - (h) **"RFP Documents"** means the RFP (including all annexes to it) and all supporting and ancillary information relating to the AssetsCo PPP Project made available by the InfraCos in the data room established under the terms of the RFP or elsewhere including all RFP addenda and circular, whether furnished before or after the date hereof, whether oral or written, and regardless of the manner or form (including, without limitation, electronic form) in which it is furnished.
7. In the event that the Bidder or any of its Representatives are requested pursuant to, or required by, Applicable Law to disclose any RFP Documents, Derivative Documents or any other information concerning the RFP, the Bidder agrees that it will provide InfraCo SG with prompt notice of such request or requirement in order to enable InfraCo SG to seek an appropriate protective order or other remedy, and the Bidder will provide such cooperation as InfraCo SG shall reasonably request in seeking such protective order or other remedy. Further, the Bidder agrees to consult InfraCo SG in respect of any steps to be taken to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or InfraCo SG waive compliance, in whole or in part, with the terms of this Agreement, the Bidder or its Representatives will: (a) disclose only that portion of the RFP Documents, Derivative Documents or other information concerning the RFP that the Bidder is advised in writing by counsel is legally required to be disclosed; (b) use its best efforts to ensure that all such information so disclosed will be accorded confidential treatment; and (c) continue to protect and ensure the confidentiality of all such information in accordance with this Agreement under any other circumstances.
8. The Bidder acknowledges that neither InfraCo SG nor its Associated Persons make any express or implied representation or provide any warranty or undertaking to the Bidder as to the completeness and accuracy of all or any part of the RFP Documents, and the Bidder agrees that none of such persons shall have any liability to the Bidder or any of its Representatives relating to or arising from its or their use of any RFP Documents or for any errors therein or omissions therefrom. The Bidder agrees that it is solely responsible for making its own assessment and decision on the RFP Documents and the Bidder shall, in the submission of the RFP or execution of any agreements relating to the RFP, acknowledge that the Bidder has not relied on or been induced to make such submission or enter into such agreements by any representation or warranty of InfraCo SG or its Associated Persons.

9. The Bidder acknowledges the confidential nature of the RFP Documents and that damage could result to InfraCo SG or its Associated Persons if the Bidder or its Representatives breaches its or their obligations under this Agreement. It is understood and agreed that monetary damages would be an insufficient remedy for any actual or threatened breach of this Agreement by the Bidder or its Representatives and that without prejudice to the rights and remedies otherwise available thereto, InfraCo SG shall be entitled to equitable relief by way of injunction, specific performance or otherwise, without proof of actual damages, if the Bidder or any of its Representatives breach or threaten to breach any of the provisions of this Agreement. The Bidder further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
10. It is further understood and agreed that no failure or delay by InfraCo SG 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 hereunder.
11. This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Bidder hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of Singapore for any actions, suits or proceedings arising out of or relating to this Agreement.
12. The Bidder shall indemnify InfraCo SG and its Associated Persons from and against all costs, expenses, losses or damages (including, without limitation to, legal expenses) which may arise directly or indirectly from any breach by the Bidder or its Representatives of its or their obligations under this Agreement. If requested by InfraCo SG, the Bidder shall provide written undertakings executed by its Representatives as to confidentiality on terms and in a form approved by InfraCo SG.
13. If any provision hereof is invalid, illegal or incapable of being enforced under any Applicable law or public policy, all other provisions hereof shall nevertheless remain in full force and effect. The parties agree that the terms of this Agreement are reasonable in all the circumstances. It is recognised, however, that if, for any reason, any provision hereof is determined to be void or otherwise unenforceable for going beyond what is reasonable in all the circumstances for the protection of InfraCo SG, but would be valid if the extent, duration, scope or otherwise were amended, then the parties contemplate that any court or tribunal making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.
14. Unless expressly provided to the contrary, no person, other than the Bidder, InfraCo SG, has any rights under the Contracts (Rights of Third Parties) Act, Chapter 53B (of Singapore) to enforce or enjoy the benefit of any term of this Agreement.
15. Any assignment of this Agreement by the Bidder without the prior written consent of InfraCo SG shall be void.

Yours faithfully,

Bidder : _____

Name of Authorised Signatory : _____

Designation of Authorised Signatory : _____