

## REPRESENTATIVE EMPLOYEE CONFIDENTIALITY AGREEMENT

This **AGREEMENT** is made on this                      day of                      (the "Agreement").

### BETWEEN

**SINGAPORE POULTRY HUB PTE. LTD. (Reg. No. 201541946W)**, a company incorporated in Singapore, with its registered address at 34 Senoko Crescent Singapore 758281 (the "Company");

### AND

**[Name of Representative Employee]** (NRIC/ FIN **[.]**) of **[address]**, an employee of **[name of Appointing Shareholder]** (the "Authorized Recipient");

(collectively, the "Parties" and each a "Party").

### WHEREAS:

- (A) The Company is a joint venture company established to give effect to the Transaction pursuant to the Shareholders' Agreement. In furtherance of the objective of assuring CCCS that the Transaction, if carried into effect, would be conducted in a manner which would achieve net economic benefits in Singapore and would not have the object or effect of preventing, restricting or distorting competition within Singapore, as set out at paragraph 9 of the Third Schedule of the Act read with section 34 of the Act, the Shareholders have submitted Commitments to CCCS on **[date]**, annexed hereto as **Schedule 1** (the "Commitments"). Capitalised terms used in this Agreement shall, unless otherwise defined, have the same meaning ascribed to them in the Commitments.
- (B) To ensure that the Company conducts the Slaughtering Services with efficiency and to the standards required by each Shareholder (or its Affiliate), the Authorized Recipient shall be granted Permissible Access for and on behalf of his employer, **[name of employer]** (the "Appointing Shareholder").
- (C) Under the Commitments, it is recognised that due to the Authorized Recipient's Permissible Access, the Authorized Recipient may have access to, infer or observe certain Commercially Sensitive Information pertaining to another Customer (that is not his Appointing Shareholder) over the course of his Permissible Access. Therefore, it is necessary for the Parties to enter into this Agreement to address the manner in which information would be handled in order to ensure that would be no unauthorised or inadvertent disclosures of such Commercially Sensitive Information to the Shareholders or any other third party.

**NOW IT IS HEREBY AGREED** as follows:

#### 1. Interpretation

1.1. In this Agreement, unless the context otherwise requires:-

1.1.1. "Appointing Shareholder" has the meaning set out in recital B above.

1.1.2. "Commitments" has the meaning set out in recital A above.

1.1.3. "Transaction" means the formation of a joint venture by the Shareholders to form the Company which has the objective of providing Slaughtering Services in Singapore.

1.1.4. "person" means a natural person or an entity, as the case may be;

1.2. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter).

- 1.3. The headings in this Agreement are for reference only and do not affect the interpretation of the clauses hereof.

## **2. Undertaking Relating to Highly Confidential Information**

- 2.1. The Authorised Recipient acknowledges that due to its relationship with the Appointing Shareholder, it may have knowledge of or access to Highly Confidential Information of the Appointing Shareholder (or its Affiliates). In view of the ongoing competition amongst the Shareholders (and/or their respective Affiliates) at the Upstream Market and Downstream Market, where applicable, the Authorised Recipient undertakes not to utilise the Company as a platform to discuss, disclose, receive, access, seek to access or communicate, any form of Highly Confidential Information or agree, implement or perpetuate any anti-competitive activities that could infringe the Act.
- 2.2. Where it concerns a Customer which has operations in the Upstream Market and Downstream Market, where applicable, and is not a Shareholder under the Shareholders' Agreement, the undertaking set out in clause 2.1 shall be applicable to Highly Confidential Information pertaining to that Customer.

## **3. Obligations Relating to Commercially Sensitive Information**

- 3.1. Subject to clause 3.2 below, in respect of any Commercially Sensitive Information that the Authorised Recipient may receive, access, infer or observe over the course of his Permissible Access, whether inadvertently or not, the Authorised Recipient undertakes:
  - 3.1.1. to maintain the utmost secrecy and confidence of such Commercially Sensitive Information and the terms of this Agreement;
  - 3.1.2. not to disclose, or permit to be disclosed, such Commercially Sensitive Information, in whole or in part, to any third party, whether inadvertently or not;
  - 3.1.3. not to make any use (whether commercial or otherwise) nor permit such use to be made of Commercially Sensitive Information, for which the benefit of such use or permission for use is obtained by any person other than the Company;
  - 3.1.4. not to make nor authorise nor permit any copies of any Commercially Sensitive Information to be made at any time for any purpose, and to keep any Commercially Sensitive Information in the Authorised Recipient's possession in a safe and secure manner and take all reasonable steps to ensure that no unauthorised person gains access to such Commercially Sensitive Information; and
  - 3.1.5. not to announce, publish (in any media) or otherwise publicise such Commercially Sensitive Information nor to permit such announcement or publication of the same, whether inadvertently or not.
- 3.2. The Authorised Recipient's undertakings in clause 3.1 above shall not apply to the extent that:
  - 3.2.1. the Commercially Sensitive Information disclosed relates to its Appointing Shareholder and such disclosure is in line with the purpose for which the Company has agreed to grant Permissible Access to the Authorised Recipient;
  - 3.2.2. the Commercially Sensitive Information has entered or subsequently enters the public domain without the breach of any obligation owed to the Company by the Authorised Recipient; or
  - 3.2.3. the Commercially Sensitive Information is disclosed pursuant to an order by a court of competent jurisdiction to do so or is obligated to do so pursuant to a requirement of a stock exchange, government body or regulatory authority having jurisdiction and supervision over the party making the disclosure or which is required to be disclosed

by law. If the Authorised Recipient is so legally compelled to disclose any of the Commercially Sensitive Information, to the extent permitted by law, he shall as soon as reasonably possible provide notice to the Company which shall notify the Monitoring Trustee and/or CCCS within a period of one (1) week of receiving such notice from the Authorised Recipient.

#### **4. Whistleblowing**

- 4.1. Pursuant to the Company's compliance programme, if the Authorised Recipient has reasonable grounds to suspect any actual or potential violation of the Act by any person and/or any suspected failure to adhere to the Commitments or a breach of a confidentiality agreement, the Authorised Recipient shall notify the Monitoring Trustee and/or CCCS in writing as soon as reasonably possible. An undue delay in notifying the Monitoring Trustee and/or CCCS in writing for such violations shall be deemed a breach of this clause 4.1.

#### **5. Compliance**

- 5.1. The Authorised Recipient shall submit annual declarations substantially in the form set out in **Schedule 2**, stating that he has not engaged in any anti-competitive conduct or breached obligations under this Agreement.
- 5.2. In the event of a breach of this Agreement, the Authorised Recipient shall report such breaches to the Company which shall notify the Monitoring Trustee within a period of one (1) week of receiving such report from the Authorised Recipient, during the Monitoring Period. The timely reporting of such breaches will be taken into account by the Company when action is taken against the Authorised Recipient for such breaches in accordance with clause 6 below.

#### **6. Remedies**

- 6.1. In the event of a breach of this Agreement, the Company may undertake the following actions:
- 6.1.1. revoke the Permissible Access of the Authorised Recipient with immediate effect;
  - 6.1.2. procure the Appointing Shareholder to terminate the employment of the Authorised Recipient or take disciplinary action against the Authorised Recipient which may include suspension with immediate effect and without payment of salary in lieu; and/or
  - 6.1.3. ensure that any other remedial and/or punitive action is taken against the Authorised Recipient in accordance with the directions of CCCS (which may be issued in consultation with the Monitoring Trustee during the Monitoring Period), and to the reasonable satisfaction of CCCS that the remedial and/or punitive action suffices to cure any breaches of this Agreement.
- 6.2. Upon the revocation of Permissible Access pursuant to clause 6.1 above, the Authorised Recipient shall immediately deliver or arrange for collection by the Company any documents, paper, property, and any other material in any medium belonging to the Company, its Affiliates or its Customers in the possession or control of the Authorised Recipient.

#### **7. Waiver**

- 7.1. No failure or delay by the Company or the Authorised Recipient 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.

#### **8. Survival**

**8.1.** The terms of this Agreement shall survive the termination and/or expiry of this Agreement and shall continue until matters are in the public domain due to no breach of this Agreement.

**9. Non-assignment**

**9.1.** Any assignment of this Agreement or any of its obligations or undertakings under this Agreement by the Authorised Recipient without the prior written consent of the Company shall be void.

**10. Severance**

**10.1.** If any clause of this Agreement or any portion of such clause shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the clause or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.

**11. Governing Law and Jurisdiction**

**11.1.** This Agreement shall be governed by the laws of Singapore, and the Parties hereby submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

**12. Rights of Third Parties**

**12.1.** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce any term of this Agreement.

**13. Entire Agreement**

**13.1.** If there is any conflict between any agreement which the Authorised Recipient has with the Appointing Shareholder and this Agreement, the terms of this Agreement shall prevail.

**13.2.** Subject to clause 13.2 below, this Agreement constitutes the entire agreement between the Parties and supersedes and invalidates all other commitments, representations, promises, understandings and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing.

**13.3.** This Agreement may be unilaterally amended at any time by instrument in writing signed on behalf of the Company and the terms of this Agreement shall include any amendments contained in such instruction, provided that the Company gives written notice to the Authorised Recipient.

**Signatories**

SIGNED BY )  
 )  
for and on behalf of )  
**SINGAPORE POULTRY HUB PTE. LTD.** )

\_\_\_\_\_  
**SINGAPORE POULTRY HUB PTE. LTD.**

\_\_\_\_\_  
Witnessed by  
Name and NRIC:

SIGNED BY )  
 )  
**[name of Authorised Recipient]** )  
in the presence of: )

\_\_\_\_\_  
Witnessed by  
Name and NRIC:

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**Schedule 1  
Commitments**

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**Schedule 2  
Declaration**

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