

## REPRESENTATIVE DIRECTOR 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 Director]** (NRIC/ FIN [•]) of **[address]** (the "**Authorised 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) The Authorised Recipient is appointed by **[•Name of Shareholder]** (the "**Appointing Shareholder**") to the Board.
- (C) Under the Commitments, it is recognised that due to the Authorised Recipient's appointment as a director on the Board, he would receive, access and/or deal with Commercially Sensitive Information on an Aggregated Basis or in the case of an Excepted Event, Commercially Sensitive Information of Customers limited to the parameters of disclosure limited to the extent to and in accordance with Section B of **Schedule 2**. 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 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**" means the party referred to 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. The Authorised Recipient acknowledges that over the course of his appointment as a Representative Director, he may be required to receive and have access to certain Commercially Sensitive Information to discharge his duties as a Representative Director. Accordingly, the Authorised Recipient agrees to only receive:

3.1.1 Commercially Sensitive Information on an Aggregated Basis in accordance with Section A of **Schedule 2**; and

3.1.2 where it concerns an Excepted Event, individualised forms of Commercially Sensitive Information where such disclosure is limited to the extent relevant to and in accordance with Section B of **Schedule 2**,

and in respect of the aforementioned information that the Authorised Recipient receives or has access to, the Authorised Recipient undertakes to only disclose such information on an Aggregated Basis to the Appointing Shareholder.

- 3.2. Further, the Authorised Recipient undertakes not to disclose to its Appointing Shareholder, the terms, guidelines, directions given by the Board to the Clean Team in respect of the commercial strategy of the Company applicable to the negotiation of Service Agreements, sourcing of Customers and achieving financial targets of the Company.

- 3.3. The Authorised Recipient's undertakings in clauses 3.1 and 3.2 shall not apply to the extent that:

3.3.1 such information has entered or subsequently enters the public domain without the breach of any obligation owed to the Company by the Authorised Recipient; or

**3.3.2** such 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 such 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 infringement 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 3**, stating that he has not engaged in any anti-competitive conduct or breached his obligations under this Agreement.

**5.2.** In the event of a breach of this Agreement, the Authorised Recipient shall as soon as reasonably possible report such breach 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 and/or its Appointing Shareholder 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:

**6.1.1.** procure the Appointing Shareholder to remove the Authorised Recipient as a Representative Director of the Company; and

**6.1.2.** 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.** Notwithstanding clause 6.1 above, upon the vacation or removal of the Authorised Recipient from office in any circumstance and for any reason whatsoever, 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. 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**

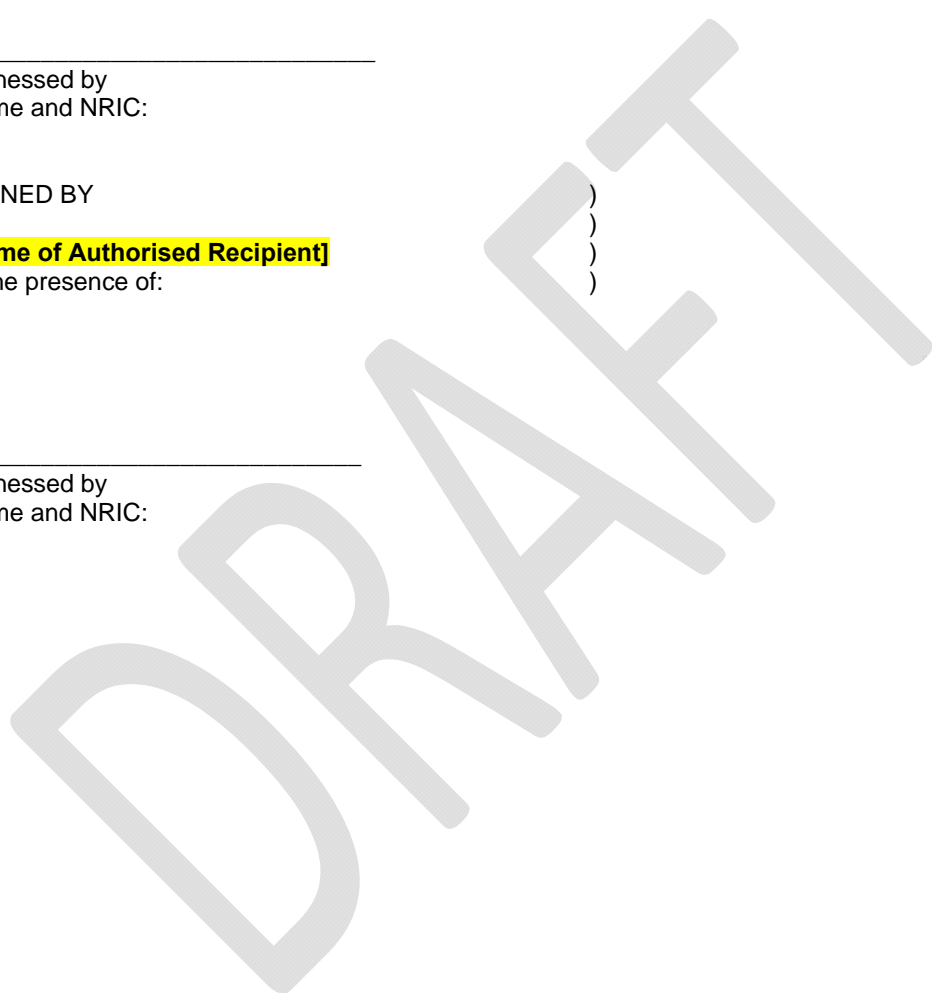
SIGNED BY )  
 )  
for and on behalf of )  
**SINGAPORE POULTRY HUB PTE. LTD.** )

\_\_\_\_\_  
**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:



**Schedule 1  
Commitments**

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**Schedule 2**  
**Parameters of Disclosure to the Board**

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**Schedule 3  
Declaration**

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