



Financial Industry Disputes Resolution Centre Ltd

Company Reg No. 200502125D GST Reg No. 200502125D

CONFIDENTIALITY AGREEMENT (to be executed by nominee or witness)

I hereby confirm that I understand and agree to the following:

- (1) The obligation of confidentiality is a crucial and sacred cornerstone of FIDReC's work and processes. This obligation is shared by myself, the Eligible Complainant as well as the bank / insurance company / other financial institution, and, for the avoidance of doubt, any breach of the obligation of confidentiality by me is enforceable by the Eligible Complainant, FIDReC and the bank/insurance company / other financial institution. This obligation must be strictly upheld at all times, so as to ensure a conducive and / or viable environment for the amicable and fair resolution of disputes / complaints. This would be to the benefit of both consumers and the bank / insurance company / other financial institution.
- (2) FIDReC takes a very serious view of any breach of confidentiality by any party, and will act without delay to vigorously enforce this obligation.
- (3) Save as shall be required under any written law or rule of law, an order of court, or as necessary to implement and enforce any settlement agreement or adjudication award, I shall keep wholly and strictly confidential and not use for any collateral or ulterior purpose in any other proceeding, and shall not disclose / divulge the same (whether expressly or impliedly) to any third party:
 - (i) the fact that mediation / adjudication is to take place, is in progress or has taken place;
 - (ii) what transpired during the mediation and / or adjudication;
 - (iii) any views expressed, or suggestions or proposals for settlement made by any party in the course of mediation and/or adjudication;
 - (iv) proposals suggested or views expressed by the Mediator or Adjudicator;
 - (v) where the Complainant does not accept the ruling / finding of the Adjudicator or Panel, the fact that the Adjudicator or Panel has made the ruling / finding, and / or the substance and / or terms of the ruling/finding, and / or that the Complainant did not accept the ruling / finding;
 - (vi) all materials and information (whether oral or in writing) produced for or arising in relation to the mediation and / or adjudication, including but not limited to the Grounds of Decision or any settlement agreement (and the substance and / or terms thereof), except as directly necessary to implement and enforce any such settlement agreement; and
 - (vii) all information, documents, correspondence (including emails), issues / matters discussed, proposals and counterproposals, adjudication awards etc.

- (4) My obligation of confidentiality is not affected, and would continue with full force and effect after the conclusion of FIDReC's mediation and / or adjudication processes.
- (5) In the event of any breach of the obligation of confidentiality on my part, FIDReC reserves the right at its full discretion, to discontinue the mediation / adjudication process with immediate effect, and / or to institute legal action (including but not limited to applying for an injunction and / or seeking damages).
- (6) I hereby expressly acknowledge and agree that any breach of my obligation of confidentiality constitutes a loss which cannot be reasonably or adequately compensated in damages. I expressly agree that in event of any such breach, FIDReC and / or the bank / insurance company / other financial institution shall be entitled to the remedy of injunction (in addition to any other remedy available at law or in equity). FIDReC and / or the bank / insurance company / other financial institution shall also be entitled to recovery of legal cost (on a full indemnity basis).
- (7) By providing the information in this document, I consent to FIDReC collecting, using and disclosing my personal data for the purpose of FIDReC following up on this complaint, doing anything necessary relating to or in connection with the handling, investigation, mediation and/or adjudication of the complaint/financial dispute referred, and otherwise in accordance with FIDReC's Personal Data Policy (which I have had an opportunity to view on the website http://www.fidrec.com.sg/website/personal_data_policy.html).

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Signature

Name:

NRIC/ Passport:

Date: