

Template confidentiality waiver

1. [Company X] and [Company Y], and their respective subsidiaries and affiliates (collectively the “**Parties**”), agree to waive the confidentiality restrictions that apply under section 89 of the Competition Act 2004 (the “**Act**”) and any other applicable laws and rules in Singapore (collectively the “**Confidentiality Obligations**”) for the Competition and Consumer Commission of Singapore (“**CCS**”) to exchange or discuss confidential information received by CCS from the Parties for the purposes of reviewing the transaction notified to CCS pursuant to section [57 or 58] of the Act (the “**Proposed Transaction**”) with [all of the foreign authorities currently undertaking, or which have completed, a competition review of the Proposed Transaction (“**the Foreign Competition Agencies**”) / Foreign Agency Z].
2. Specifically, the confidential information provided by the Parties in respect of CCS’s review of the Proposed Transaction which CCS may exchange or discuss with [the Foreign Competition Agencies / Foreign Agency Z] referred to in paragraph 1 includes any documents and information, as well as CCS’s own internal analysis that contain or refer to such confidential information.
3. The Parties confirm that a corresponding waiver [has or will be] submitted to [the Foreign Competition Agencies / Foreign Agency Z] enabling [the Foreign Competition Agencies / Foreign Agency Z] to exchange and discuss confidential information received by [the Foreign Competition Agencies / Foreign Agency Z] from the Parties for its respective review of the Proposed Transaction with CCS, and which would otherwise be subject to confidentiality restrictions applicable in [the Foreign Competition Agencies’ respective jurisdictions / Foreign Agency Z’s jurisdiction].
4. The Parties understand that CCS will protect, pursuant to the Confidentiality Obligations, confidential information of the Parties that is obtained by [the Foreign Competition Agencies / Foreign Agency Z] and provided to CCS pursuant to a waiver given by the Parties to [the Foreign Competition Agencies / Foreign Agency Z]. The Parties understand that [the Foreign Competition Agencies / Foreign Agency Z] will maintain the confidentiality of any Confidential Information of the Parties received by [the Foreign Competition Agencies / Foreign Agency Z] from CCS consistent with [their / its] respective laws.
5. This waiver does not constitute a waiver of legal privilege. CCS shall not disclose to [the Foreign Competition Agencies / Foreign Agency Z] any information or documentation obtained from the Parties in relation to which [Company X or Company Y] has made a claim of legal privilege in [the respective Foreign Competition Agencies’ jurisdictions / Foreign Agency Z’s jurisdiction] and that is clearly identified as being subject to such legal privilege. It is understood and agreed that [Company X] or [Company Y] is responsible for informing CCS of the existence of such privileged information.
6. This waiver does not constitute a waiver of the Parties’ rights under the Confidentiality Obligations with respect to the protection afforded to the Parties against the direct or indirect disclosures of the Parties’ confidential information received by CCS in respect of the Proposed Transaction to any third party other than [the Foreign Competition Agencies / Foreign Agency Z].