

Employment in Financial Services

Contributing Editor

Louise Skinner at Morgan Lewis & Bockius

14. Are non-disclosure agreements (NDAs) potentially lawful in your jurisdiction? If so, must they follow any particular form or rules?

Singapore

Author: *Ian Lim, Mark Jacobsen, Nicholas Ngo, Elizabeth Tan*
at TSMP Law Corporation

NDAs are generally lawful in Singapore, although the extent of their enforceability depends on their contents. For example, restrictive covenants can be subject to further scrutiny (see question 13). While not subject to any particular form or rules, employers should take particular care to specify the type of information protected under the NDA, so that employees have a clear understanding of the protected information – and to enhance the enforceability of the NDA.

Under Singapore common law, in addition to breach of contract, a party may also bring an action for breach of confidence. A plaintiff will have to show on the facts that the information is confidential and was imparted in circumstances giving rise to an obligation of confidence (including if confidential information has been accessed or acquired without a plaintiff's knowledge or consent), which will then invoke the presumption of a breach of confidence. The burden will then fall on the defendant to rebut this presumption.

Last updated on 16/04/2024

Contributors

Singapore

Ian Lim
Mark Jacobsen
Nicholas Ngo
Elizabeth Tan
TSMP Law Corporation

