Please seek advice from an attorney licensed in Singapore before relying on this document.

**MUTUAL NON-DISCLOSURE AGREEMENT**

**This Mutual Non-Disclosure Agreement** (this “***Agreement***”) is entered into between Acme, Company Registration number Z-0001, a private limited company incorporated in Singapore (“***Company***”) and the other party named on the signature page hereto (“***Other Signatory***”) as of \_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “***Effective Date***”), to protect the confidentiality of certain confidential information of Company or of Other Signatory to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the “***Permitted Use***”). Company and Other Signatory may be referred to herein individually as a “***Party***” and collectively as the “***Parties***.”

1. As used herein, the “***Confidential Information***” of a Party will mean any and all technical and non-technical information disclosed by such Party (the “***Disclosing Party***”) to the other Party (the “***Receiving Party***”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, data sets (whether or not containing personal data) and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.
2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:
   1. was in the public domain at the time it was disclosed to the Receiving Party;
   2. entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
   3. was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;
   4. was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or
   5. was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.
4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.
6. Where the disclosure of Confidential Information involves the disclosure of personal data, each Party shall comply with the Personal Data Protection Act 2012 of Singapore (the “**PDPA**”) with regard to any and all personal data that it discloses to or receives from the other Party. For the purposes of this Section 6, “personal data” shall have the meaning as set forth in the PDPA. The Disclosing Party shall obtain all necessary consents from the individuals to collect their personal data and to disclose their personal data to the Receiving Party for the Permitted Use as required under the PDPA. The Receiving Party agrees that when dealing with Confidential Information containing personal data received from the Disclosing Party, it shall:
   1. take appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing;
   2. give the Disclosing Party notice in writing as soon as reasonably practicable should it be aware of, or reasonably suspect, that any of the events referred to in Section 6(a) has occurred and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
   3. not retain the personal data for any longer than is necessary for the Permitted Use; and
   4. not transfer the personal data to any third party or to any territory outside Singapore except as approved in writing by the Disclosing Party.
7. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party’s Confidential Information and all copies (including electronic copies) thereof.
8. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.
9. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.
10. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party’s obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party’s heirs, successors, and assigns. Each Party’s obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section 3.
11. The DISCLOSING PARTY is providing Confidential Information on an “AS IS” basis for use by the RECEIVING PARTY at its own risk. The DISCLOSING PARTY disclaims all WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
12. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of Singapore, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. All disputes, differences or claims arising out of or in connection with this Agreement including, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“***SIAC Rules***”), which rules are deemed to be incorporated by reference in this Section. The seat of such arbitration shall be Singapore and all proceedings shall be conducted in the English language. Any arbitration commenced pursuant to this Section shall be conducted in accordance with the Expedited Procedure set out in Rule 5 of the SIAC Rules. The Tribunal shall consist of one arbitrator to be appointed by the President of the Court of Arbitration of the Singapore International Arbitration Centre. Deposits and fees to cover the costs of arbitration shall be shared equally by the disputing Parties. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the Parties shall bear such costs or in what proportions such costs shall be borne by the Parties hereto. The award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on all Parties to this Agreement and shall be subject to execution and enforcement in any court of competent jurisdiction. This Agreement may not be amended except by a writing signed by both Parties.
13. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
14. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
15. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.
16. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.
17. The Receiving Party will not export, reexport, or transfer, directly or indirectly, any technical data acquired from the Disclosing Party or any products utilizing such data, in violation of all applicable export laws or regulations including but not limited to Singapore export laws or regulations.
18. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.
19. Each Party agrees that the software programs of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the other Party.
20. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

***[Remainder of page intentionally left blank]***

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

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