

Mutual Non-Disclosure Agreement

Between **ABC Pte Ltd** and **DEF Pte Ltd** — governed by the laws of Singapore.

Effective Date: [_____]

- **ABC Pte Ltd** (UEN: [_____]), registered office: [_____] ("ABC").
- **DEF Pte Ltd** (UEN: [_____]), registered office: [_____] ("DEF").

Recitals

ABC and DEF (each a "Party", together the "Parties") wish to explore a potential business relationship (the "Purpose"). In connection with that Purpose, each Party may disclose Confidential Information to the other. The Parties agree to protect such information on the terms set out below.

1. Definitions

1. **"Confidential Information"** means all information disclosed (whether oral, written, electronic or visual) by a Disclosing Party to a Receiving Party, including business, technical, financial or commercial information, whether or not marked confidential.
2. **"Disclosing Party"** means a Party that discloses Confidential Information.
3. **"Receiving Party"** means a Party that receives Confidential Information.
4. **"Representatives"** means employees, officers, professional advisers, contractors or agents who need to know the Confidential Information for the Purpose.

2. Confidentiality Obligations

1. The Receiving Party shall: (a) keep Confidential Information strictly confidential using at least the same degree of care it uses for its own confidential information (and no less than reasonable care); (b) use it only for the Purpose; and (c) not disclose it to any third party except as permitted by Clause 3 or with prior written consent of the Disclosing Party.
2. The Purpose is the evaluation and discussion of a possible business relationship or transaction between the Parties and any resulting negotiations.

3. Permitted Disclosures

1. Disclosure to Representatives is permitted provided they are bound by confidentiality obligations no less protective than those here and the Receiving Party remains liable for their acts or omissions.
2. Disclosure required by law or court order ("Legal Compulsion") is allowed to the extent required, provided the Receiving Party gives prompt notice (where legally permitted) and cooperates in seeking a protective order.

4. Exclusions

Clause 2 does not apply to information the Receiving Party can prove:

- is or becomes public through no fault of the Receiving Party;
- was lawfully in its possession without confidentiality obligation before disclosure;
- was lawfully received from a third party free of restriction; or
- was independently developed without use of the Disclosing Party's Confidential Information.

5. Term

These obligations commence on the Effective Date and continue for **three (3) years** after the Effective Date. Clauses 4–11 survive expiry or termination.

6. Return or Destruction

On written request or upon conclusion of discussions, the Receiving Party shall promptly return or destroy all Confidential Information and confirm destruction in writing, retaining only one archival copy for legal compliance purposes.

7. Remedies and Agreed Sum

1. The Parties acknowledge that unauthorised disclosure may cause irreparable harm. The Disclosing Party is entitled to seek injunctive relief, specific performance and other equitable remedies in addition to damages.
2. **Agreed Sum.** If a Party ("Breaching Party") discloses any Confidential Information to a third party in breach (whether intentional or unintentional), the Breaching Party shall pay the other Party **Singapore Dollars One**

Hundred Thousand (SGD 100,000) as liquidated damages (the “Agreed Sum”).

3. **Commercial Rationale.** The Parties agree that the Agreed Sum is a genuine pre-estimate of likely loss, reflecting difficulty in quantifying loss of confidentiality, competitive harm, and reputational damage, and is not a penalty.
4. **Severability / Fallback.** If a court finds the Agreed Sum unenforceable as a penalty, this will not affect other provisions. The Disclosing Party may claim actual damages and equitable relief, and the Parties shall negotiate in good faith a lawful alternative amount proportionate to the injury.

8. No Licence or Warranty

Nothing in this Agreement grants any licence or intellectual-property right. All Confidential Information is provided “as is” without warranty.

9. Limitation of Liability

Except for liability arising from wilful misconduct, fraud, breach of Clause 2 or payment of the Agreed Sum, neither Party is liable for indirect or consequential loss.

10. Governing Law and Jurisdiction

This Agreement is governed by Singapore law, and the Parties submit to the exclusive jurisdiction of the Singapore courts.

11. Miscellaneous

1. Neither Party may assign this Agreement without the other’s consent, except to an affiliate or successor by merger or sale of business.
2. This document constitutes the entire agreement concerning Confidential Information and supersedes prior discussions.
3. If any provision is invalid, the remainder remains enforceable.
4. No waiver is effective unless in writing and signed by the waiving Party.
5. This Agreement may be executed by ****wet-ink or electronic signature**** (including scanned copies) under the ****Electronic Transactions Act 2010 (SG)****; all counterparts form one instrument.

Execution

Signed for and on behalf of each Party:

ABC Pte Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

UEN: [_____] /

DEF Pte Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

UEN: [_____] /

Practical Note: The agreed amount (SGD 100,000) is a genuine pre-estimate of loss under Singapore law. Keep contemporaneous commercial records supporting this valuation to mitigate penalty-risk. Counsel review is strongly recommended prior to execution.

This draft is provided for discussion only and must be reviewed and approved by a Singapore-qualified lawyer before execution.