

## NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement (Agreement)** is made on **21 November 2022** hereto by and between:

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a public company limited by guarantee incorporated in Singapore with its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its Institute of Data Science (**NUS**); and
- (2) **PANASONIC INDUSTRIAL DEVICES SINGAPORE PTE. LTD.**, a company incorporated in Singapore with its registered address at 3 Bedok South Rd, Singapore 469269 (**COLLABORATOR**).

NUS and COLLABORATOR shall hereinafter be referred to individually as a **"Party"** and collectively as the **"Parties"**.

### WHEREAS:

- (A) NUS, represented by Prof Ng See-Kiong and COLLABORATOR represented by Fiona Anting Tan wish to engage in discussion to explore and evaluate the possibility of a research collaboration in the area of, or in relation to, causal text mining in electronic products related news for causal knowledge graph creation (the **Purpose**).
- (B) In the course of such discussions, a Party may disclose to the other Party certain of its Confidential Information (as hereinafter defined) pertaining to the Purpose.
- (C) The Parties now wish to enter into this Agreement to regulate how each Party's Confidential Information is to be treated whilst in the custody, possession or in control of the other.

In consideration of the premises and mutual covenants contained in this Agreement, the Parties agree as follows:

### 1. DEFINITIONS

Unless specifically defined in this Agreement or unless the context requires otherwise, the following terms shall have the following meanings:

- (a) **"Affiliate"** means any entity which directly or indirectly, Controls, is Controlled by, or is under common Control with, a Party. For the purpose of this definition, **"Control"** means possession, direct or indirect, of the power to direct the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise. **"Controlled by"** and **"under common Control"** are construed accordingly.
- (b) **"Confidential Information"** means all information (whether in written, oral, pictorial or any other form) that is disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose and is clearly marked as confidential if disclosed in tangible or written form, or identified by the Disclosing Party as confidential at the time of disclosure if disclosed orally, visually or in intangible form, and such oral, visual and intangible disclosure shall be confirmed in writing as confidential within one (1) month after its disclosure.
- (c) **"Disclosing Party"** means the Party who discloses Confidential Information.

- (d) “**Effective Date**” means the date of this Agreement as first above written.
- (e) “**Receiving Party**” means the Party who is in receipt of Confidential Information.
- (f) “**Representatives**” means directors, officers, employees, agents, contractors, students and professional advisors of such Party and such Party’s Affiliates.

**2. Rights and Obligations.**

- (a) The Receiving Party shall use at least the same degree of precaution (but in no event less than a reasonable degree of care) as it would use to protect its own confidential or proprietary information to maintain the confidentiality, and prevent unauthorised use or disclosure of Confidential Information of the Disclosing Party.
- (b) The Receiving Party shall not use, adapt or reproduce the Confidential Information, in whole or in part, for any purpose except for the Purpose only.
- (c) The Receiving Party shall not decompile or reverse engineer any part of the Confidential Information.
- (d) The Receiving Party shall hold and keep in confidence any and all Confidential Information and not disclose (whether directly or otherwise) such Confidential Information or any part thereof to any third party without the Disclosing Party’s prior written approval except:
  - (i) to its Representatives strictly on a “need to know” basis, and who are bound by similar obligations of confidentiality; or
  - (ii) in the event that the Receiving Party or any of its Representatives are obligated to disclose any Confidential Information by law or regulation or as a result of a court order or pursuant to governmental action, the Receiving Party to the extent legally permissible shall promptly inform the Disclosing Party so that the Disclosing Party is given an opportunity to raise objections to prevent or limit such disclosure to the relevant authority requiring such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party or its Representative(s) so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action.

Any approval given in accordance with this **Clause 2(d)** above shall only be for that particular instance only and shall not be construed as an ongoing approval for subsequent instances.

- (e) The Receiving Party shall procure that its Representatives strictly comply with all of the Receiving Party’s obligations under this Agreement. The Receiving Party shall be responsible for any unauthorised use or disclosure of any Confidential Information of Disclosing Party by any of the Receiving Party’s Representatives.
- (f) The Receiving Party shall comply with the Personal Data Protection Act 2012 of Singapore and all subsidiary legislation related thereto with regard to any and all personal data that it receives from the Disclosing Party.

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- (g) Without prejudice to the provisions set out above in relation to personal data, the Receiving Party's obligations contained herein shall not apply to information which:
  - (i) is already in the possession of or known to the Receiving Party or its Representatives prior to disclosure to the Receiving Party by the Disclosing Party;
  - (ii) is or becomes part of the public domain through no fault or breach of this Agreement by the Receiving Party or its Representatives;
  - (iii) is received by the Receiving Party from a third party on a non-confidential basis; or
  - (iv) is independently developed by Receiving Party whether on its own or jointly with a third party(ies) without use of or reference to the Confidential Information.
- 3. **No Grant of Rights.** The Receiving Party acknowledges that the Confidential Information is the confidential and proprietary information and property of the Disclosing Party and that other than the right of use granted under **Clause 2**, the Receiving Party acquires no other rights in the Confidential Information disclosed to it by Disclosing Party or otherwise. Nothing herein shall be construed as granting to the Receiving Party, expressly or by implication, any right or licence to or vesting any interest in the Receiving Party in relation to the Confidential Information.
- 4. **Term and Termination**
  - (a) This Agreement is effective from the Effective Date and shall stay in force for a period of two (2) years thereafter unless terminated by a Party giving the other Party written notice of one (1) month (the **Term**). The obligations under **Clause 2** survive for five (5) years from the date of expiry or earlier termination of this Agreement.
  - (b) Upon the Disclosing Party's written instruction on the expiry or earlier termination of this Agreement, the Receiving Party shall promptly return or destroy the Disclosing Party's Confidential Information. Notwithstanding the foregoing: (i) the Receiving Party shall be allowed to keep copies of the Confidential Information on the terms of this Agreement for its legal, documentation retention and auditing requirements, if required to do so by any applicable law, or to defend itself against any proceedings brought against it; and (ii) the Receiving Party shall not be required to return or destroy electronic records of Confidential Information on back-up storage servers or similar medium where to destroy such electronic records will be significantly impractical or prohibitively costly.
- 5. **Publicity.** Each Party shall not, and shall procure that its Representatives shall not, publish any news releases, publicity, advertisements or marketing materials in any medium concerning all or any part of the discussions under this Agreement, including without limitation the terms of this Agreement without the prior written approval of the other Party. Notwithstanding the foregoing, the Parties may notify third parties of the existence of this Agreement.
- 6. **No Further Obligations.** Neither this Agreement nor disclosure of any Confidential Information shall be construed as creating any obligation on either Party: (a) to furnish information to the other Party; or (b) to enter into any other agreement or transaction with the other Party. Each

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Party reserves the right to, in its sole discretion, terminate discussions with the other Party at any time.

7. **Representations and Warranties.** The Disclosing Party makes no representation or warranty, whether written, oral, statutory, express or implied with respect to the Confidential Information.
8. **Remedies.** The Receiving Party acknowledges and agrees that, in the event of any breach of this Agreement, legal remedies would be inadequate for Disclosing Party, who therefore shall be entitled to apply for appropriate equitable remedies, in addition to any other remedies which it may have at law.
9. **Notices.** Unless otherwise agreed, any notice or written communication (collectively the **Notices**) from either Party to each other pursuant to the terms of this Agreement or in connection with this Agreement shall be in the English language and shall be delivered by hand or prepaid registered post or sent via email to the respective address specified below (or to such other address or email address as the intended recipient shall notify the other Party in writing):

**If to NUS**

Attention: Director, ODPRT

Address: National University of  
Singapore  
Office of the Deputy  
President (Research and  
Technology)  
University Hall, Lee Kong  
Chian Wing, Level 5  
21 Lower Kent Ridge Road  
Singapore 119077

Email: iep-dir@nus.edu.sg

**If to COLLABORATOR**

Attention: Debdeep Paul

Principal Engineer

Singapore Technology Center

Address: 3 Bedok South Road, Singapore  
469269

Email: debdeep.paul@sg.panasonic.com

All Notices shall be deemed received:

- (a) in the case of hand delivery, on the day of delivery;
  - (b) in the case of registered post, upon written acknowledgment of receipt by the recipient;  
or
  - (c) in the case of email, upon completion of successful transmission, on the same business day if sent during normal business hours, or on the following business day if sent after normal business hours.
10. **Governing Law.** This Agreement shall be governed by and shall be construed in accordance with, the laws of Singapore.

11. **Dispute Resolution.** Any dispute arising from or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be referred to the Parties' respective authorised senior management representatives of the Parties for amicable settlement through good faith negotiations. Any dispute which cannot be so settled within thirty (30) days of referral shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre (the **SIAC**) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

12. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof.
- (b) **No Agency or Partnership.** This Agreement does not create any agency or partnership relationship between the Parties.
- (c) **Use of Name or Marks.** Neither Party may use the name, nor any proprietary marks, of the other Party without the other Party's prior written approval.
- (d) **Amendments.** Any amendment to this Agreement must be made in writing and duly signed by the authorised representative of the Parties.
- (e) **Severance.** A court or administrative body of competent jurisdiction's determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The Parties agree to substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves similar effect as the invalid or unenforceable provision.
- (f) **Assignment.** Neither Party may assign or otherwise transfer all or any part of its rights or obligations under this Agreement without prior written consent of the other Party, not to be unreasonably withheld.
- (g) **No Waiver.** No waiver relating to any breach or default of this Agreement shall be effective unless in writing, and such waiver shall not apply to any subsequent or other breach or default.
- (h) **Rights of Third Parties.** A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.
- (i) **Counterparts.** This Agreement is executable in counterparts, each of which constitutes an original, and all of which together constitute one and the same agreement PROVIDED THAT this Agreement shall be of no force and effect until all counterparts are exchanged.
- (j) **Electronic Execution.** This Agreement and any counterparts may be executed electronically by emailed portable document format (**PDF**) document (or other mutually agreeable document format) and such electronic version shall be treated as an original.

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**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first above written.

For and on behalf of:  
**NATIONAL UNIVERSITY OF SINGAPORE**

For and on behalf of:  
**PANASONIC INDUSTRIAL DEVICES  
SINGAPORE PTE. LTD.**

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Name: Lee Mong Li  
Designation: Deputy Director, Institute of Data  
Science

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Name: Mr. Goh Shwi Chu  
Designation: Deputy Managing Director