NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made this \_\_\_ day of **\_\_\_**\_\_\_\_\_\_\_\_\_\_, 2017 Between **[Insert Name],** having its office at [INSERT ADDRESS] (hereinafter referred to as “**Disclosing Party**”) of the one part;

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company incorporated in Singapore and having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Receiving Party**”) of the other part.

**Whereas** the Disclosing Party and the Receiving Party (referred to collectively as “**the Parties**” and individually as “**the Party**”) wish to discuss potential opportunities for collaboration in developing technologies and applications using data held by the Disclosing Party (the “**Purpose**”) and in doing so, Disclosing Party may disclose Confidential Information to Receiving Party

In consideration of the mutual covenants and conditions set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **Definition of Confidential Information**. “**Confidential Informatio**n” includes, but not limited to, the following types of information and other information of a similar nature, in connection with the Purpose that is disclosed by the Disclosing Party to the Receiving Party, whether in writing, oral, graphical, machine-readable or any other tangible or intangible medium:
	1. *Technology related information:* discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source codes, object codes, documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, “know how”, trade secrets, technology, intellectual property, including but not limited to any patents, copyrights, trademarks existing now, for which applications may be pending or hereafter made, acquired and/or granted to the Disclosing Party and any improvements, enhancements or modifications thereto, discoveries, concepts, ideas, methods, algorithms, consulting methods & techniques, research, development, processes, procedures, methods of production, use, operation and application, invented, owned or developed by the Disclosing Party;
	2. *Business related information:* marketing and development plans, marketing techniques and materials, market analysis, customer names and other information related to customers, price lists, pricing policies and financial information, information relating to business practices, product philosophy, position relative to competitors and review of actual deliverables of consulting projects, cost structures, strategic and management plans, accounting, legal and verification methodologies; and any business relationship entered into between the Parties that resulted from discussions between the Parties;
	3. *Data:* legal industry related data held by the Disclosing Party including case law, legislation, secondary legal materials, parliamentary reports and other data required for use in the legal industry; and
	4. *Other information:* information described as proprietary or designated as confidential information, whether or not owned or developed by the Disclosing Party, and whether or not copyrighted or information disclosed to the Receiving Party by any third party which information the Receiving Party is obliged to treat as confidential or proprietary information.
2. **Exceptions**. Confidential Information does not include information that:
	1. is or becomes available in the public domain through no act of the Receiving Party;
	2. is independently developed by or on behalf of the Receiving Party without any use of any Confidential Information of the Disclosing Party;
	3. was acquired by the Receiving Party other than from the Disclosing Party, provided that the party disclosing such Confidential Information to the Receiving Party is not subject to any restriction on the use and disclosure of such information;
	4. subsequent to the receipt thereof under this Agreement, is published by the Disclosing Party or is disclosed by the Disclosing Party to others without a restriction on its use and disclosure;
	5. is publicly known and is generally employed by the trade, business or industry at or after the time either Party first learns of such information, or
	6. generic information or knowledge which either Party would have learned in the course of its work in the trade, business or industry.
3. **Obligations**. The Receiving Party and/or its officers, directors, employees, agents or representatives shall, with respect to the Confidential Information of the Disclosing Party:
	1. Use best efforts to maintain the confidentiality of such Confidential Information. Information as it uses to protect its own Confidential Information.
	2. Use such Confidential Information solely for the Purpose.
	3. Not copy such Confidential Information, in whole or in part, except as required in furtherance of the Purpose.
	4. Limit publication, disclosure or dissemination of such Confidential Information to only those of its employees and outside consultants, including lawyers, who have a need to know the Confidential Information in furtherance of the Purpose, who, prior to receiving any Confidential Information of the Disclosing Party, are advised of this Agreement and agree to be bound by its terms, or as otherwise may be required by law.
	5. Destroy or return to the Disclosing Party such Confidential Information as is received or recorded in written or other tangible media, including all copies and records thereof, upon the written request by the Disclosing Party.
4. **Legally Required Disclosure**. If the Receiving Party or any of its representatives become legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement so that with the Disclosing Party may seek an order or other arrangement pursuant to which the confidentiality of the Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party may disclose only that portion of the Confidential Information that it is legally required to disclose.
5. **Errors and Omissions**. Nothing in this Agreement shall be construed to impose on the Disclosing Party any liability or responsibility for errors or omissions in, or any business decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.
6. **Remedies**. The Receiving Party understands that the Confidential Information disclosed to it is a unique and valuable asset of the Disclosing Party and that violation of this Agreement might cause the Disclosing Party immediate and irreparable harm, and that remedies at law may be inadequate. Therefore, the Disclosing Party shall be entitled to have this Agreement specifically enforced or enforced by injunction, temporary restraining order or other equitable relief, and without the necessity of posting a bond or other security, in the event of any actual or threatened breach of the provisions of this Agreement by the Receiving Party, in addition to all other remedies available to the Disclosing Party at law or in equity. Nothing herein contained shall be construed to prevent such remedy or combination of remedies as the Disclosing Party may elect to invoke. The failure of the Disclosing Party to promptly institute legal action upon any actual or threatened breach of this Agreement shall not constitute a waiver of that or any other actual or threatened breach hereof.
7. **Non-Solicitation**. Each Party agrees that, in order to assure that the Disclosing Party’s Confidential Information is kept secret and confidential, during the course of any and all discussions, negotiations and any final agreement between the Parties regarding a business relationship and for a period of one (1) year following the date when all the Confidential Information is destroyed or returned to the Disclosing Party, the Receiving Party, nor any of its affiliates, subsidiaries, officers, partners, or anyone else who received the Disclosing Party’s Confidential Information will not participate in or render services to any person or firm for the purpose of engaging in competition with the Disclosing Party, call on or solicit any person or entity who is a customer of the Disclosing Party.
8. **Term**. This Agreement shall be effective as from the date of this Agreement and shall continue for a period of Two (2) years after the date when all the Confidential Information is destroyed or returned to the Disclosing Party, unless mutually agreed in writing by the Parties to be extended; provided, however, that the obligations of the Parties not to disclose Confidential Information shall survive the termination of this Agreement.
9. **Ownership of Confidential Information**. Each of the Parties acknowledges that Confidential Information of the Disclosing Party is and shall remain the property and a trade secret of the Disclosing Party, and is disclosed subject to the Disclosing Party’s ownership rights. Nothing herein shall grant, explicitly or implicitly, any ownership right in, or license to use, the Confidential Information.
10. **No Agency**. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into a partnership, agency, or joint venture relationship between the Parties.
11. **Assignment**. Neither Party shall assign this Agreement, in whole or in part, without first having obtained the written consent to such assignment from the other Party, which consent shall not be unreasonably denied or delayed. No assignment of this Agreement shall operate so as to relieve the assigning Party from the obligations of this Agreement.
12. **Invalid Provisions**. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement.
13. **Entire Agreement**. This Agreement supersedes all previous oral and written agreements, if any, between the Parties regarding Confidential Information disclosed to each other for the purposes described herein.
14. **Governing Law**. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Singapore and the Parties agree to submit to the jurisdiction of the courts of the Republic of Singapore. Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contract (Rights of Third Parties) Act Cap.53B and any re-enactment thereof, the application of which legislation is hereby expressly excluded.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

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| Signed by the authorised representative of the Disclosing Party:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Designation:Date:  | Signed by the authorised representative of the Receiving Party:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Designation:Date: |