



Mutual Non-Disclosure Agreement | Welles Partners Pte Ltd

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of _____, 20_____ (the “Effective Date”), by and between Welles Partners Pte. Ltd. REG.NO: 201917162C with offices at 20 Kramat Lane #02-05 United House Singapore, 228773 Singapore, and _____ with Company-REG.NO.(Passport/ID-number) _____ and with Offices-Address(Residence-Address) at _____ in further text Company(or Individual if not incorporated) will be referred as to “Party”.

WHEREAS, each party understands that the other party may disclose certain Confidential Information as further described in Section 2 below;

WHEREAS, in consideration of the disclosure of such information to Welles and/or Party, Welles and/or Party is willing to keep such information confidential in accordance with the terms and conditions set forth in this Agreement.

NOW, therefore, Welles and Party hereby agree as follows:

1. Purpose. For purposes of this Agreement, (i) the “Purpose” for which Confidential Information shall be disclosed is to evaluate the Confidential Information internally to determine whether to enter into a contemplated transaction or agreement with the Disclosing Party; and (ii) the party disclosing confidential information is hereinafter referred to as the “Disclosing Party” and the party receiving Confidential Information is hereinafter referred to as the “Receiving Party”.

2. Definition. “Confidential Information” means (i) all information disclosed by the Disclosing Party to the Receiving Party in tangible form (whether in hard copy or soft copy) that is marked “confidential” or “proprietary” or similar legend; and (ii) all information disclosed orally by the Disclosing Party to the Receiving Party that is orally designated as confidential or proprietary at the time of disclosure and that is designated as such in writing within two (2) weeks of such disclosure. Confidential Information may include, without limitation, business, financial, customer or product information; trade secrets; or proprietary technical data or know-how, including without limitation information relating to research, products, software, services, development, inventions, or engineering processes.

3. Exceptions. The term “Confidential Information” shall not be deemed to include information that (i) is or becomes a matter of public knowledge through no act or omission of the Receiving Party; (ii) was in the Receiving Party’s lawful possession prior to the disclosure without restriction on disclosure; (iii) is lawfully disclosed to the Receiving Party by a third party that lawfully and rightfully possesses such information without restriction on disclosure; (iv) information that the Receiving Party can document resulted from its own research and development, independent of receipt of the disclosure from the Disclosing Party; or (v) is disclosed with the prior written approval of the Disclosing Party. In addition, this Agreement will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided, however, that the responding party shall give prompt written notice to the other party and the scope of such disclosure is limited to the extent possible.

4. Use and Disclosure. The Receiving Party may use Confidential Information only to the extent required to accomplish the Purpose of this Agreement and not for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation the export control laws of the Republic of Singapore. The Receiving Party agrees (i) to hold the Disclosing Party’s Confidential Information in confidence and to take all precautions to protect such Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like nature, but in no case shall the Receiving Party employ less than reasonable precautions; and (ii) except as expressly provided in this Agreement, not to disclose any such Confidential Information or any information derived therefrom to any third person (except to those employees, directors, officers, consultants and other agents of the Receiving Party that have a need to know to achieve the Purpose and who are under obligations of confidentiality no less restrictive than those of this Agreement. The Receiving Party will not remove any copyright notice, trademark notice, and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information.

5. Ownership/Return of Materials. All Confidential Information (including all copies thereof) shall at all times remain the property of the Disclosing Party. Immediately upon a request by the Disclosing Party at any time (which will be effective when actually received or three (3) days after mailed first class postage prepaid to the Receiving Party's address herein), the Receiving Party will deliver to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof; or promptly destroy the Confidential Information, and any and all copies or extracts thereof that the Receiving Party possesses or controls, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party, provided however each party may retain archival copies of Confidential Information.

6. Remedies. The parties acknowledge and agree that the covenants set forth in this Agreement are reasonable and necessary for the protection of the parties' business interests, that irreparable injury may result if they are breached, and that in the event of any actual or potential breach of any such covenant, that the non-breaching party may have no adequate remedy at law and shall be entitled to seek injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction. Nothing herein shall be construed as prohibiting any party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages.

7. Independent Development. The Disclosing Party understands that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that the Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, etc with the products or systems contemplated by the Disclosing Party's Confidential Information.

8. No Commitment to do Business. The parties understand that nothing herein (and neither this Agreement nor any discussions or disclosures hereunder) requires either party to proceed with any proposed transaction or relationship in connection with which any Confidential Information may be disclosed.

9. Limited Warranties. THE CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY TO RECEIVING PARTY WHOLLY ON AN "AS IS" BASIS AND ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS FOR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. Notwithstanding the forgoing, the Disclosing Party warrants that it has the authority to enter into this Agreement and make disclosures of Confidential Information hereunder.

10. Notices. All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses of the parties set forth above, or such other address as either party shall have furnished to the other pursuant to this Section 10.

11. Termination. This Agreement is effective as of the Effective Date and will remain in effect so long as the parties continue to exchange Confidential Information or until terminated by either party upon thirty (30) days' prior written notice, provided, however, the obligations hereunder with respect to any Confidential Information survive termination of this Agreement for a period of three (3) years following the date of disclosure of such Confidential Information.

12. Governing Law and Disputes Resolution. This agreement is governed by the laws of republic of Singapore any dispute arising out of or in connection with this agreement, including disputes on its conclusion, binding effect, amendment and termination, shall be settled through friendly negotiation between parties. In case no settlement can be reached, the dispute shall be resolved by arbitration court without any recourse to the ordinary courts of law. Such arbitration shall be final and binding upon both parties. the arbitration fee, unless otherwise warded, shall be paid by the losing party.

13. General. This Agreement constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing of any right will be deemed a waiver. Neither party may assign this Agreement, or its limited rights or obligations hereunder, to any third party without the prior written consent of the other party. Any assignment in violation of this Section 12 shall be void. Subject to the foregoing, this Agreement shall be binding upon the parties' respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore (without regard to principles of conflicts of laws). If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect. The headings to the Sections of this Agreement are included merely for reference and shall not affect the meaning of the language included therein. This Agreement may be signed in counterpart and by facsimile.

IN WITNESS WHEREOF, the parties have executed this as of the Effective Date.

Welles Partners Pte Ltd

Party

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____