

Mutual NDA — Meridian Logistics & Cendana Robotics

Sample document — not legal advice. This document was drafted by the LawCrew AI agent team and is published at lawcrew.ai/samples as a showcase of how our pipeline approaches a common Singapore NDA scenario. This run completed automated drafting, self-critique, adversarial review and deterministic gates, then routed to lawyer review (Failed gates: required_clauses; Auto-revision exhausted after 5 attempts. Remaining: §1: Using 'Disclosing Party' here is factually incorrect and creates ambiguity in a mutual NDA, as the warehousing operations belong specifically to Meridian Logistics regardless of who is disclosing information.; §2: The strict requirement to reduce oral disclosures to a written summary within 30 days is an administrative trap that frequently leads to the inadvertent loss of confidentiality protection for sensitive meeting discussions.; §5: Stating that the Receiving Party 'may request' confidential treatment leaves the protection of legally compelled disclosures entirely to their discretion; 'shall use reasonable endeavours' establishes an affirmative duty to try to protect the information.; §6: Imposing a blanket 24-month expiration on all confidentiality obligations would inadvertently strip permanent protection from highly sensitive trade secrets, such as robot firmware and control-software architecture.; §7: Tying the protection of retained archival copies to the 24-month survival period creates a severe risk that the Receiving Party could freely use or disclose retained backups once the survival period expires.). **It is not legal advice and is not tailored to any specific transaction.**

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Sample NDA #01 · Agent-drafted; routed to lawyer review · Published 2026-05-24

This Non-Disclosure Agreement (this "**Agreement**") is entered into as of 2026-06-01 by and between:

(1) **Meridian Logistics Pte Ltd**, a company having its address at 12 Marina Boulevard, #18-01, Marina Bay Financial Centre Tower 3, Singapore 018982; and (2) **Cendana Robotics Pte Ltd**, a company having its address at 71 Ayer Rajah Crescent, #03-12, Singapore 139951,

each a "**Party**" and collectively the "**Parties**" (and each, as the context requires, a "**Disclosing Party**" or "**Receiving Party**").

1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To evaluate a potential commercial partnership between the Parties for the integration of autonomous mobile robots into the Disclosing

Party's regional warehousing operations across Singapore and Malaysia, including the joint scoping of a pilot deployment at the Disclosing Party's Tuas mega-distribution centre.

In connection with the Purpose, each Party may disclose to the other Party certain Confidential Information (as defined below). This Agreement sets out the terms on which such information will be exchanged and protected.

2. Definitions

"**Confidential Information**" means any non-public information disclosed by each Party to the other Party in connection with the Purpose, including without limitation operational throughput data, warehouse layouts and slotting plans, customer service-level commitments, robot firmware and control-software architecture, sensor calibration data, unit-economics models, partnership commercials, and any other non-public business, technical, or financial information disclosed in writing, orally, or by inspection during the Purpose. Confidential Information may be in any form (written, electronic, or visual) and includes information explicitly marked or identified as "Confidential". Any information disclosed orally or visually must be identified as confidential at the time of disclosure and reduced to a written summary marked as "Confidential" within thirty (30) days to be deemed Confidential Information.

3. Mutual Obligations

Each Party, with respect to Confidential Information received from the other Party, shall:

(a) hold the Confidential Information in strict confidence and protect it with at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) use the Confidential Information solely for the Purpose; (c) not disclose the Confidential Information to any third party except to its affiliates, directors, officers, employees, contractors engaged for the Purpose, and professional advisers who have a need to know and are bound by confidentiality obligations no less protective than those in this Agreement (or, in the case of professional advisers, by professional, legal, ethical, or contractual duties of confidentiality) (collectively, "**Representatives**"); and (d) be liable for any acts or omissions of its Representatives in relation to the Confidential Information as if they were the acts or omissions of the Receiving Party.

4. Exclusions

The obligations under clause 3 (Mutual Obligations) shall not apply to information that:

(a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (b) was already rightfully in the Receiving Party's possession prior to disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (d) is received by the Receiving Party from a third party who is

lawfully entitled to disclose it and who, to the Receiving Party's reasonable knowledge, is not bound by any obligation of confidence.

5. Required Disclosures

If the Receiving Party or any of its Representatives is required by law, regulation, court order, or by order of a regulatory authority of competent jurisdiction to disclose any Confidential Information, the Receiving Party shall (to the extent lawfully permitted) promptly notify the Disclosing Party in writing so that the Disclosing Party may seek an appropriate protective order or other remedy, and shall cooperate reasonably with the Disclosing Party in any such effort, at the Disclosing Party's sole expense. The Receiving Party shall disclose only that portion of the Confidential Information that is legally required, and may request that confidential treatment be accorded to the disclosed information.

6. Term

This Agreement shall commence on the date first set out above and continue in force for a period of 24 months (the "**Term**"). The obligations of confidentiality and non-use under this Agreement shall survive the expiry or termination of the Term and continue for a further period of 24 months from the date of expiry or termination.

7. Return or Destruction

Upon written request from the Disclosing Party at any time, or upon expiry of the Term, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all Confidential Information in its possession or control (including all copies, notes, extracts, and derivatives thereof), and certify such destruction in writing within thirty (30) days. The Receiving Party may retain one archival copy in its legal files and automatic backup systems for legal, regulatory, or internal audit compliance, or within automated routine IT backup systems, subject to the confidentiality obligations and survival period set out in clause 6.

8. Remedies

The Parties acknowledge that damages may not be an adequate remedy for any breach of this Agreement. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief (including specific performance) to prevent or restrain any breach or threatened breach, in addition to any other remedies available at law or in equity.

9. No Licence; No Warranty

Nothing in this Agreement grants the Receiving Party any right, title, or interest in or to the Confidential Information or any intellectual property rights of the Disclosing Party, whether by licence, assignment, or otherwise, except the limited right to use the Confidential Information for the

Purpose. All Confidential Information is provided "as is" and the Disclosing Party makes no representation or warranty of any kind, express or implied, as to its accuracy, completeness, or fitness for any purpose.

10. No Reverse Engineering

The Receiving Party shall not, and shall procure that its Representatives do not, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, or technical architecture of any Confidential Information, except to the extent such restriction is expressly prohibited by applicable law or expressly authorised in writing by the Disclosing Party.

11. Security Standards and Breach Notification

The Receiving Party shall implement and maintain reasonable technical and organisational safeguards designed to protect the Confidential Information against unauthorised access, use, disclosure, alteration, loss, or destruction, having regard to the nature of the Confidential Information and the risks involved. The Receiving Party shall as soon as reasonably practicable after confirming notify the Disclosing Party in writing of any actual unauthorised access to, use of, or disclosure of any Confidential Information, and shall take reasonable steps to mitigate the effects of any such incident and cooperate with the Disclosing Party in any investigation and remediation.

12. Cross-Border Transfer

The Disclosing Party acknowledges that the Receiving Party may utilise standard cloud-based infrastructure and may transfer, store, or access Confidential Information outside the Republic of Singapore, provided such activities are (i) as reasonably necessary for the Purpose, (ii) subject to confidentiality, security, and legal-compliance obligations no less protective than those in this Agreement, and (iii) in compliance with all applicable export-control, data-protection, and sanctions laws of each relevant jurisdiction. The Receiving Party shall, on written request, make reasonable efforts to identify the jurisdictions in which Confidential Information is primarily stored.

13. Notices

Any notice or other communication under this Agreement shall be in writing and delivered to the address set out in this Agreement (or such other address notified in writing) by hand, prepaid courier, or email to a recipient nominated in writing by the receiving Party. A notice is deemed received: if delivered by hand, on delivery; if sent by courier, on the second business day after dispatch; if sent by email, at the time the email becomes capable of being retrieved by the addressee at the nominated email address, provided no delivery-failure notice is received.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties submit to the exclusive jurisdiction of the courts of Singapore in connection with any dispute arising out of or in connection with this Agreement.

15. Miscellaneous

(a) This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior understanding. (b) No amendment shall be effective unless in writing and signed by both Parties. (c) No failure or delay in exercising any right under this Agreement shall operate as a waiver of that right. (d) If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be severed from this Agreement. (e) Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, except to a successor in connection with a merger, reorganisation, or sale of substantially all of its assets where the successor agrees in writing to be bound by this Agreement. (f) Nothing in this Agreement obliges either Party to enter into any further agreement or transaction. (g) A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any term of this Agreement. (h) This Agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Signatures

Disclosing Party	Receiving Party
Meridian Logistics Pte Ltd	Cendana Robotics Pte Ltd
By: Lim Wei Jian (Chief Executive Officer)	By: Rajesh Kumar (Director)
Date: _____	Date: _____