

# One-Way NDA — Tanjong Climate to Orchard Angel Partners

**Sample document — not legal advice.** This document was drafted by the LawCrew AI agent team and is published at [lawcrew.ai/samples](https://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: §3(d): Because the Disclosing Party lacks privity of contract to sue the Representatives directly, the Receiving Party must be strictly liable for their breaches, not merely obligated to take 'reasonable steps'.; §4(c): Removing the knowledge qualifier ensures that if a third party breaches an NDA to disclose information, the Receiving Party cannot exploit that leaked information merely by claiming ignorance of the breach.; §6: The definition of Confidential Information includes highly sensitive IP (source code, algorithms); subjecting these to a 24-month expiry destroys their legal status and protection as trade secrets under common law.; §7: A consequential change ensuring that retained archival copies of trade secrets are subject to the indefinite survival period established in the updated clause 6.; §14(d): An obligation to negotiate in good faith is generally unenforceable as an 'agreement to agree' under Singapore common law, adding unnecessary uncertainty to the severability clause.). **It is not legal advice and is not tailored to any specific transaction.**

LawCrew is a legal-technology service, not a law firm. For your own matter, run an intake through the product and engage an independent Singapore-qualified lawyer to review before signing.

*Sample NDA #02 · Agent-drafted; routed to lawyer review · Published 2026-05-24*

---

**This Non-Disclosure Agreement** (this "**Agreement**") is entered into as of 2026-06-15 by and between:

(1) **Tanjong Climate Pte Ltd**, a company having its address at 21 Heng Mui Keng Terrace, #04-01, Singapore 119613 ("**Disclosing Party**"); and (2) **Orchard Angel Partners Pte Ltd**, a company having its address at 8 Eu Tong Sen Street, #14-94, The Central, Singapore 059818 ("**Receiving Party**"),

each a "**Party**" and collectively the "**Parties**".

## 1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To enable the Receiving Party to evaluate a proposed pre-seed investment of S\$750,000 into the Disclosing Party, including a technical

and commercial diligence review of the Disclosing Party's proprietary carbon-measurement methodology and SaaS platform for industrial decarbonisation reporting.

In connection with the Purpose, the Disclosing Party may disclose to the Receiving 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 the Disclosing Party to the Receiving Party in connection with the Purpose, including without limitation the Disclosing Party's source code, machine-learning model weights and training datasets, sensor-calibration methodology, patent-pending measurement techniques, founder cap table, financial projections, customer pipeline, technology roadmap, hiring plans, and any other non-public technical, scientific, business or financial information disclosed in any form during the Purpose. Confidential Information includes all such information regardless of whether it is explicitly marked or designated as "Confidential", provided a reasonable person would understand it to be confidential given the nature of the information and the circumstances of disclosure.

## 3. Obligations of the Receiving Party

The Receiving 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 those of its directors, officers, employees, affiliates, limited partners, investment committee members, contractors engaged for the Purpose, and professional advisers who have a strict need to know for the Purpose 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) take reasonable steps to ensure its Representatives comply with the terms of this Agreement; and (e) comply with the Personal Data Protection Act 2012 with respect to any personal data comprised in the Confidential Information.

## 4. Exclusions

The obligations in clause 3 shall not apply to information that:

(a) is or becomes publicly known through no breach of this Agreement by the Receiving Party or its Representatives; (b) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (c) is received by the Receiving Party from a third party who, to the Receiving Party's knowledge, is lawfully entitled to disclose it and is not bound by any obligation of

confidence; (d) was already known to the Receiving Party prior to disclosure by the Disclosing Party free of any obligation of confidentiality.

## **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, and where legally possible prior to such disclosure, 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 shall, where practicable, 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 twenty-four (24) months (the "**Term**"). The obligations of confidentiality and non-use under this Agreement shall survive the expiry or termination of the Term for a period of twenty-four (24) months.

## **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, if requested by the Disclosing Party, certify such destruction in writing within fourteen (14) days. The Receiving Party may retain archival copies in its files and automatic backup systems solely for legal, regulatory compliance, internal record-keeping, or dispute resolution purposes, provided that such retained copies shall remain subject to the terms of this Agreement only for the remainder of the survival period set out in clause 6.

## **8. Remedies**

The Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. The non-breaching Party shall be entitled to seek injunctive or other equitable relief (including specific performance) in addition to any other remedies available at law or in equity (and without prejudice to the court's discretion to require an undertaking as to damages).

## **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 warranty of any kind 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 without undue delay notify the Disclosing Party in writing of any actual or reasonably suspected 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. 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, on transmission, provided no delivery-failure notice is received.

## **13. 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, provided that nothing in this clause shall prevent either Party from seeking injunctive or other equitable relief in any court of competent jurisdiction.

## **14. 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 Parties shall negotiate in good faith to replace the invalid provision with a valid, enforceable provision that most closely approximates the Parties' original intent. (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.

## 15. Signatures

<b>Disclosing Party</b>	<b>Receiving Party</b>
<b>Tanjong Climate Pte Ltd</b>	<b>Orchard Angel Partners Pte Ltd</b>
By: Priya Sharma (Chief Executive Officer and Founder)	By: Tan Mei Ling (Managing Partner)
Date: _____	Date: _____