

# Mutual NDA — Velora Health & Apex Capital (M&A Due Diligence)

**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: Preamble: Corrects the logical inconsistency of hardcoded party roles in the preamble for a mutual NDA structure where both parties disclose and receive information.; §2: A strict marking and written-reduction requirement creates a high risk of inadvertent loss of confidentiality protection, particularly for volume disclosures in M&A data rooms.; §3: Standard M&A protective gap; prevents the prospective buyer from bypassing the target's management to contact stakeholders or poaching key staff if the acquisition falls through.; §3(e): Ensures compliance with the Transfer Limitation Obligation under Section 26 of the Singapore PDPA for cross-border data transfers to the US entity.; §8: Under Singapore law, a parent company may face challenges claiming substantial damages for losses suffered by a non-party subsidiary; this clause prevents the breaching party from escaping liability based on privity.). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample NDA #03 · Agent-drafted; routed to lawyer review · Published 2026-05-24*

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**This Non-Disclosure Agreement** (this "**Agreement**") is entered into as of 2026-06-10 by and between:

(1) **Velora Health Pte Ltd**, a company having its address at 30 Biopolis Street, #06-01, Matrix, Singapore 138671 ("**Disclosing Party**"); and (2) **Apex Capital Holdings LLC**, a company having its address at 1209 Orange Street, Wilmington, DE 19801, United States of America ("**Receiving Party**"),

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

## 1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To evaluate a potential acquisition by the Receiving Party of a controlling shareholding interest in the Disclosing Party's wholly-owned Singapore subsidiary, including review of financial statements, customer contracts, regulatory filings,

employee data, clinical-trial records, and intellectual property registrations, together with reciprocal disclosure by the Receiving Party of its fund structure, prior healthcare investments, and post-acquisition integration plans.

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 audited and management financial statements, board minutes and resolutions, cap tables and equity instruments, customer and supplier contracts, regulatory correspondence with HSA and MOH, employee compensation data, clinical-trial protocols and results, intellectual property filings and prosecution histories, transaction structure proposals, valuation models, and any other non-public information disclosed in writing, orally, electronically (including via virtual data room) or by inspection during the Purpose. Confidential Information may be in any form (oral, written, electronic, or visual), provided it is explicitly marked as confidential or, if disclosed orally or visually, is identified as confidential at the time of disclosure and reduced to writing within thirty (30) days.

## **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, and its and their respective directors, officers, employees, contractors engaged for the Purpose, potential debt and equity financing sources, co-investors, limited partners, and professional advisers who have a need to know and are bound by customary obligations of confidentiality (or, in the case of professional advisers, by professional, legal, ethical, or contractual duties of confidentiality) (collectively, "**Representatives**"); and (d) be responsible for any breach of this Agreement by its Representatives; and (e) to the extent any Confidential Information contains personal data, comply with the Personal Data Protection Act 2012 of Singapore and any other applicable data protection or privacy laws in its collection, access, use, and disclosure of such personal data.

## **4. Exclusions**

The obligations in the Mutual Obligations clause shall not apply to information that:

(a) is or becomes publicly known through no fault or 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 is not bound by any obligation of confidence owed to the Disclosing Party of which the Receiving Party is aware; or (d) was independently known to or in the lawful possession of the Receiving Party prior to its disclosure by the Disclosing Party, free of any confidentiality obligation.

## **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, and excluding routine regulatory examinations or audits not specifically targeting the Disclosing Party or the Purpose) promptly notify the Disclosing Party in writing (unless prohibited from doing so by applicable law or order) 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 make reasonable efforts to obtain reliable assurances that confidential treatment will 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 for a period of three (3) years, provided that obligations regarding trade secrets and personal data shall survive indefinitely.

## **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 fourteen (14) days. The Receiving Party may retain one archival copy of the Confidential Information in its legal files solely for legal or regulatory compliance, and may retain copies in automatic electronic backup systems, provided such backup copies are not accessed in the ordinary course of business and remain subject to ongoing confidentiality obligations under this Agreement for so long as such copies are retained, notwithstanding the expiry or termination of the Term.

## **8. Remedies**

Each Party acknowledges that its breach of this Agreement may cause irreparable harm to the other Party 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, without the necessity of posting a bond or other security.

## **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. 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 promptly (and in any event without undue delay) 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.

## **11. Cross-Border Transfer**

The Receiving Party shall not transfer, store, access, or permit access to any Confidential Information from any jurisdiction outside the Republic of Singapore except (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.

## **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, at the time of transmission (provided no automated delivery-failure notification is received), but if transmitted after 5:00 pm on a business day or on a non-business day at the recipient's location, it shall be deemed received at 9:00 am on the next business day.

### 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.

### 14. Miscellaneous

(a) This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior understanding. Each Party acknowledges it has not relied on any representation or warranty not expressly set out herein, and waives all rights and remedies in respect of any non-fraudulent misrepresentation. (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 provision shall be modified to the minimum extent necessary to be enforceable while preserving 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 (provided such successor is not a direct competitor of the other Party) 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>Velora Health Pte Ltd</b>	<b>Apex Capital Holdings LLC</b>
By: Dr. Cheong Kar Wai (Chief Executive Officer)	By: Jonathan Walsh (Managing Director, Asia Investments)
Date: _____	Date: _____