

# One-Way NDA — Marina Bay Diagnostics to Arborise Software

**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 (Parties): Including Unique Entity Numbers (UENs) and specifying the 'registered office' are standard requirements for unambiguously identifying corporate entities under Singapore law.; Recitals: Defining 'Affiliate' clarifies the scope of permitted disclosures and assignment rights, avoiding common-law ambiguity regarding corporate relationships.; §3(c): Capitalises the newly defined term 'Affiliate' to ensure consistent contractual interpretation.; §3(c): Removes a redundant 'and' at the end of list item (c) for cleaner grammatical structure, as 'and' already appears before the final list item.; §4(e): Unqualified residuals clauses create loopholes allowing a receiving party to freely exploit proprietary SaaS and laboratory workflows; adding intentionality and IP carve-outs mitigates this severe commercial risk.). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample NDA #04 · 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 2026-06-20 by and between:

(1) **Marina Bay Diagnostics Pte Ltd**, a company having its address at 11 Biopolis Way, #10-12, Helios, Singapore 138667; and (2) **Arborise Software Pte Ltd**, a company having its address at 79 Anson Road, #20-01, Singapore 079906,

each a "**Party**" and collectively the "**Parties**". Under this Agreement, the Party disclosing Confidential Information is the "**Disclosing Party**" and the Party receiving it is the "**Receiving Party**".

## 1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To enable the Receiving Party to scope and demonstrate its laboratory-information-management SaaS platform against the Disclosing Party's requirements, including a 30-day proof-of-concept deployment using anonymised sample

workflows, configuration of test environments, and an integration assessment with the Disclosing Party's existing HL7-based instruments and EMR.

In connection with the Purpose, either 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 the Disclosing Party to the Receiving Party in connection with the Purpose, including without limitation the Disclosing Party's proprietary software, SaaS architecture, source code, laboratory workflows, instrument inventories, sample-processing volumes, current vendor pricing, integration architecture diagrams, security review questionnaires and responses, anonymised sample datasets used during the proof-of-concept, internal procurement criteria, and any other non-public operational, technical or commercial information disclosed in any form in connection with the Purpose. Confidential Information may be in any form (oral, written, electronic, or visual) provided that it is either marked as confidential at the time of disclosure or ought reasonably to be understood 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 its affiliates, and its and their respective 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 act or omission of its Representatives that would constitute a breach of this Agreement if done by the Receiving Party; and (e) not attempt to re-identify any anonymised datasets contained in the Confidential Information, and shall strictly comply with the Personal Data Protection Act 2012 (including the prohibition against re-identification under Part 9A thereof).

## 4. Exclusions

The obligations in Clause 3 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) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party without an obligation of confidentiality; (d) is received by the Receiving Party from a third party who is lawfully entitled to disclose it and without breach of any obligation of confidence owed to the Disclosing Party of which the Receiving Party is aware; or (e) is required to be disclosed by law or by order of a court or regulator of competent jurisdiction, subject to clause 5. Furthermore, nothing in this Agreement restricts the Receiving Party from using general knowledge, concepts, or know-how retained in the unaided memory of its personnel.

## **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 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 18 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 18 months from the date of expiry or termination, provided that obligations with respect to trade secrets shall survive indefinitely, and provided further that for any archival copies retained pursuant to Clause 7, such obligations shall continue until such copies are securely destroyed.

## **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 the destruction of all non-archival copies in writing within thirty (30) days of such request or expiry. The Receiving Party may retain one archival copy in its legal files and automatic backup systems solely for legal or regulatory compliance, subject to ongoing confidentiality obligations under this Agreement until securely destroyed in the ordinary course.

## **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 may seek injunctive or other equitable relief (including specific performance) 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 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 of any proprietary software included in the 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 promptly (and without undue delay, but in any event within seventy-two (72) hours of becoming aware) 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 reasonably cooperate with the Disclosing Party in any investigation and remediation, at the Receiving Party's expense if the breach resulted from its failure to comply with this Agreement, and otherwise at the Disclosing Party's expense.

## **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 (or, if transmitted after 5:00 p.m. Singapore time on a business day,

or on a non-business day, at 9:00 a.m. Singapore time on the next business day), provided no automated delivery-failure notice is received by the sender.

### 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. (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 an affiliate, or to a successor in connection with a merger, reorganisation, or sale of substantially all of its assets, provided the assignee 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 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>Party</b>	<b>Party</b>
<b>Marina Bay Diagnostics Pte Ltd</b>	<b>Arborise Software Pte Ltd</b>
By: Wong Chee Keong (Chief Information Officer)	By: Nurul Aisyah Binte Hassan (Director of Customer Success)
Date: _____	Date: _____