

Mutual NDA — Stratosphere Compute & Keppel-Pulse Telecom (Joint GTM)

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: §2: Strict marking and 30-day written summarization requirements create severe practical risks of inadvertently forfeiting confidentiality protections; a 'reasonable person' standard is far more robust and practical.; §4: Clarifies that the third-party source must not only be free of confidentiality obligations but must have provided the information to the Receiving Party without imposing new confidentiality restrictions.; §6: A hard 3-year sunset destroys protection for trade secrets (which are exchanged per the Purpose and §10) once the period expires, contradicting common-law protections.; §7: Archived backups should be strictly ring-fenced; adding a restriction against commercial use ensures backups are truly used just for compliance and disaster recovery.; §11: Requiring a breach to be 'reasonably confirmed' allows the Receiving Party to delay notification while investigating, potentially violating the 48-hour window and depriving the Disclosing Party of the ability to quickly mitigate harm.). **It is not legal advice and is not tailored to any specific transaction.**

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

This Non-Disclosure Agreement (this "**Agreement**") is entered into as of 2026-07-01 by and between:

(1) **Stratosphere Compute Pte Ltd** (UEN: [●]), a company having its registered address at 1 Fusionopolis Place, #03-20, Galaxis, Singapore 138522; and (2) **Keppel-Pulse Telecom Pte Ltd** (UEN: [●]), a company having its registered address at 1 HarbourFront Avenue, #18-01, Keppel Bay Tower, Singapore 098632 (each a "**Disclosing Party**" with respect to information it discloses and a "**Receiving Party**" with respect to information it receives),

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

1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To plan and execute a joint go-to-market campaign targeting Singapore-based mid-market enterprises, combining the Disclosing Party's edge-AI compute platform with the Receiving Party's enterprise connectivity and managed-network services, including coordinated sales engagement, joint pricing proposals, shared lead generation, and reciprocal sales-team enablement.

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, named-account lists and account-planning materials, deal-stage pipelines, list-price and discount structures, partner-economics models, joint-proposition messaging, sales playbooks, product roadmaps shared for sales-enablement purposes, customer feedback gathered during joint engagements, and any other non-public commercial or technical information exchanged in connection with the Purpose. Confidential Information may be in any form (oral, written, electronic, or visual) and is clearly marked or otherwise designated as 'Confidential'; provided that any information disclosed orally or visually shall only be Confidential Information if identified as confidential at the time of disclosure and summarized in writing within thirty (30) days thereof.

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 (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with a Party), 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 substantially as protective as those in this Agreement (or, in the case of professional advisers, by professional, legal, ethical, or contractual duties of confidentiality) (collectively, "**Representatives**"); and (d) ensure that its Representatives comply with the terms of this Agreement, and the Receiving Party shall remain fully liable for any breach of this Agreement by its Representatives.

4. Exclusions

The obligations in the Mutual Obligations clause 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 lawfully known to the Receiving Party without an obligation of confidentiality prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (d) is received by the Receiving Party from a third party who is lawfully entitled to disclose it and who 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, rule of any recognised stock exchange, 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 reasonable expense. The Receiving Party shall disclose only that portion of the Confidential Information that is legally required, and shall, at the Disclosing Party's request and expense, 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 12 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 three (3) years 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 upon the Disclosing Party's reasonable request. The Receiving Party may retain copies in its legal files for regulatory compliance, standard corporate governance or audit purposes, and in its automatic backup systems in accordance with its standard retention policies, provided such retained information remains subject to the confidentiality obligations herein for as long as it is retained, notwithstanding any expiry of the Term.

8. Remedies

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. The Disclosing 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.

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, 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 promptly (and in any event within 48 hours) notify the Disclosing Party in writing of any actual or reasonably confirmed 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 reasonably with the Disclosing Party in any investigation and remediation. To the extent any Confidential Information contains personal data, the Disclosing Party warrants that it has all necessary rights and consents to disclose such data, and the Receiving Party shall comply with the Personal Data Protection Act 2012 of Singapore (and any other applicable data protection laws) in its processing of such data.

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 notice is received), but if transmission occurs after 5:00 pm on a business day or on a non-business day at the recipient's location, notice 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. Nothing in this Agreement shall limit or exclude liability for fraud or 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 deemed severed to the minimum extent necessary, without affecting the validity of the remaining provisions. (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. Non-Solicitation

During the Term and for a period of six (6) months following the expiry or termination of this Agreement, neither Party shall directly or indirectly solicit for employment or engagement any employee of the other Party with whom it has had material contact in connection with the Purpose. This restriction shall not prevent general advertising or recruitment efforts not specifically targeted at such employees, nor the hiring of any such person who responds to general recruitment efforts or initiates contact on their own accord.

16. Signatures

Disclosing Party	Receiving Party
Stratosphere Compute Pte Ltd	Keppel-Pulse Telecom Pte Ltd
By: Aravind Krishnan (Chief Revenue Officer)	By: Christine Loh Su Yin (Head of Enterprise Partnerships)

Disclosing Party	Receiving Party
Date: _____	Date: _____