

# Mutual NDA — Cendana Robotics & Northwind Holdings (R&D Collaboration)

**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: §2: The subjective modifier 'prominently' introduces ambiguity and a potential loophole to challenge whether properly marked files (e.g., with a small standard footer) meet the required threshold for protection.; §3(d): Replacing 'responsible' with 'fully liable' establishes a clearer standard of strict legal liability for third-party breaches under Singapore contract law.; §5: Forcing the Receiving Party to formally retain and consult legal counsel for every compelled disclosure is a costly, unnecessary procedural barrier that could delay compliance with urgent court or regulatory orders.; §6: Imposing a hard 36-month expiration risks extinguishing common-law trade secret protection for highly sensitive assets (like AI models and hardware architectures) once the term lapses.; §15(a): Under Singapore law (and the Misrepresentation Act), an entire agreement and non-reliance clause must expressly carve out fraud to be fully enforceable and shield against claims of overreach.). **It is not legal advice and is not tailored to any specific transaction.**

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*Sample NDA #06 · 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 2026-07-15 by and between:

(1) **Cendana Robotics Pte Ltd**, a company having its address at 71 Ayer Rajah Crescent, #03-12, Singapore 139951; and (2) **Northwind Holdings Limited**, a company having its address at 10 Finsbury Square, London EC2A 1AF, United Kingdom,

each a "**Party**" and collectively the "**Parties**". In this Agreement, a Party disclosing Confidential Information is referred to as the "**Disclosing Party**" and a Party receiving such information is referred to as the "**Receiving Party**".

## 1. Background

The Parties wish to discuss the following matter (the "**Purpose**"): To explore a 24-month joint research and development programme combining the Disclosing Party's vision-language manipulation models with the Receiving Party's tactile-sensing actuator platform, including reciprocal exchange of pre-publication research, joint experimentation in each Party's laboratories, and the joint authoring of academic publications and provisional patent applications.

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, unpublished research findings, draft academic manuscripts, model architectures and training methodologies, evaluation datasets, hardware design files, materials science formulations, provisional patent disclosures, grant-funding strategies, anticipated commercialisation pathways, and any other non-public scientific, technical or commercial information disclosed in writing, orally, electronically or by laboratory inspection. Confidential Information may be in any form (oral, written, electronic, or visual) provided that it is prominently marked as confidential, or is information that a reasonable person would understand to be confidential given the nature of the information or the circumstances of its disclosure.

## **3. Mutual Obligations**

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

(a) hold the Confidential Information in 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 written confidentiality obligations no less protective than those in this Agreement (or, in the case of professional advisers, by formal professional, legal, or ethical duties of confidentiality) (collectively, "**Representatives**"); and (d) be responsible for any act or omission of its Representatives that would constitute a breach of this Agreement if committed by the Receiving Party.

## **4. Exclusions**

The obligations under this Agreement shall not apply to information that:

(a) is or becomes publicly known through no breach of this Agreement by the Receiving Party; (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 lawfully entitled to disclose it and who, to the Receiving Party's reasonable knowledge, is not bound by any obligation of confidence; or (d) was already lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party without any obligation of confidentiality, as evidenced by its contemporaneous written records.

## **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, or by the rules of any applicable stock exchange, 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, at the Disclosing Party's reasonable expense, in any such effort. The Receiving Party shall disclose only that portion of the Confidential Information that it is advised by legal counsel 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 36 months (the "**Term**"). The obligations of confidentiality and non-use under this Agreement shall survive the expiry or termination of the Term and continue with respect to each item of Confidential Information for a period of 36 months from the date of its initial disclosure.

## **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 by an authorised officer within thirty (30) days. The Receiving Party may retain one archival copy in its legal files and automatic backup systems solely for legal or regulatory compliance or the resolution of disputes, subject to ongoing confidentiality obligations under this Agreement until securely destroyed in the ordinary course.

## **8. Remedies**

The Receiving Party acknowledges that breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. 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, 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 promptly notify the Disclosing Party in writing of any known 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 Receiving Party shall not transfer, store, access, or permit access to any Confidential Information from any jurisdiction outside the Republic of Singapore and the United Kingdom 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. The Receiving Party shall, on request, identify the jurisdictions from which Confidential Information has been accessed or 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 of transmission, provided no automated 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, provided that either Party may seek urgent injunctive or equitable relief in any court of competent jurisdiction.

#### **15. Miscellaneous**

(a) This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior understanding. Each Party confirms it has not relied on any representation, warranty, or undertaking not expressly set out in this Agreement. (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 and deleted. (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 that the non-assigning Party shall execute such documents as are reasonably necessary to effect a novation of this Agreement to the successor. (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**

<b>Disclosing Party</b>	<b>Receiving Party</b>
<b>Cendana Robotics Pte Ltd</b>	<b>Northwind Holdings Limited</b>
By: Dr. Indra Wijaya (Chief Technology Officer)	By: Dr. Eleanor Ashcroft (Director of Advanced Research)
Date: _____	Date: _____