# To: SYNAPXE PTE. LTD. (“Synapxe”)

1 North Buona Vista Link

#05-01 Elementum

Singapore 139691

Effective Date: Click here to enter a date.

IN CONSIDERATION of the disclosure of Confidential Information by Synapxe in respect of [Enter Project Name Here] (the “**Project**”) we **[ENTER VENDOR NAME HERE]** (ACRA/Registration No. [Enter ARCA Number Here]), a company incorporated in [Enter Country Here] and having its office at [Enter Vendor's Address Here] (the “**Company**”), agree to be bound by the terms and conditions of this Non-Disclosure Agreement (“**NDA**”) as follows:

**WHEREAS:**

1. Synapxe may have disclosed and/or intend to disclose to the Company, information or data for the purposes of discussing and evaluating the possibility of establishing a business relationship.
2. All information or data disclosed by Synapxe to the Company whether in writing, orally or presented by any other means is highly confidential, and any unauthorised disclosure thereof (whether directly or indirectly) to a third party would have a detrimental effect on Synapxe and its Affiliates. In particular, such unauthorised disclosure may adversely affect patients and under certain circumstances, disclosure by the Company could expose Synapxe and/or the Company to criminal prosecution and judicial sanctions.
3. **DEFINITIONS**
   1. For the purpose of this NDA, the following expressions shall have the meanings assigned hereunder:
4. “**Purpose**” shall mean the intention to explore establishing a business relationship between the parties in respect of the Project, and the conduct of business by the parties in respect of the same.
5. “**Confidential Information**” shall mean all information, whether or not regarding to the Purpose, that Synapxe or its Affiliates may from time to time (including prior to the Effective Date of this NDA) provide to the Company, or that the Company may obtain or observe from Synapxe or its Affiliates, whether in oral, written, visual, electronic or other form including, but not limited to:
6. all Personal Data, including patient data and information;
7. all commercial, marketing and business information, strategic and development plans, forecasts, intentions, and any matter concerning Synapxe, its affairs, business, operations, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with Synapxe;
8. information relating to the financial condition of Synapxe, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever, whether electronic or otherwise;
9. scientific, technical, or other information in any form whatsoever, whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, product information, inventions, know-how, trade secrets, ideas, blue prints, design rights, machines, computer programs, software, development codes and research projects;
10. business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory;
11. all information or materials identified as Confidential Information or proprietary information which is not generally available to the public;
12. all such information or data relating to any Affiliate of Synapxe;

and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part or together with any other property of Synapxe made or acquired by the Company or coming into the Company’s possession or control in any manner whatsoever. For avoidance of doubt, any Confidential Information of Synapxe’s Affiliates shall be deemed to be Confidential Information of Synapxe.

“Confidential Information” does not include information:

1. which is or becomes public knowledge and public property in any way through no fault of the Company or its Representatives;
2. which is hereafter made generally available by Synapxe to a third party without a duty of confidentiality, including without limitation, by way of the publication of a patent specification;
3. which the Company can show has been known or has been developed by or for the Company at any time independently of the information disclosed to it by Synapxe;
4. which is already in the possession of the Company without any obligation of confidentiality; or
5. which is obtained by the Company from a third party without any obligation of confidentiality.

**PROVIDED HOWEVER THAT** the foregoing exceptions shall not apply to information relating to any combination of features or any combination of items of information merely because information relating to one or more of the relevant individual features or one or more of the relevant items (but not the combination itself) falls within any one or more of such exceptions.

Notwithstanding any other provision to the contrary in this NDA, any information relating or pertaining to the patients of Synapxe’s Affiliates shall be deemed to be Confidential Information of Synapxe. The Company shall ensure that none of the patients of Synapxe’s Affiliates can be identified in any reports, submissions and publications of the Company, which shall be deemed to be Confidential Information of Synapxe within the meaning of this clause.

1. “**Affiliate**” means an organisation/institution that is related to Synapxe (i) either by reason of Synapxe directly or indirectly controlling the organisation/institution; (ii) by reason of the organization/institution directly or indirectly controlling Synapxe; (iii) by reason of both Synapxe and organisation/institution being, directly or indirectly, controlled by or under the common control of a third party; or (iii) by reason that Synapxe is obliged to provide support services to that organisation/institution for any reason. In the context of corporate entities, a person “controls” the entity if it owns and controls (i) more than FIFTY (50) percent of whose shares or other securities entitled to vote for election of directors (or other managing authority) in the entity, or (ii) more than FIFTY (50) percent of the equity interest in the entity, or (iii) is otherwise able to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.
2. “**Personal Data**” has the same meaning assigned to this phrase as in Section 2(1) of the Personal Data Protection Act 2012 (No. 26 of 2012) of the Statutes of the Republic of Singapore (“**PDPA**”).
3. **“Representatives**" means the Company’s directors, officers, employees, contractors, agents, consultants and professional advisers and those of the Company’s related companies. The related companies shall have the meaning in accordance with Singapore’s Companies Act (Cap. 50).
4. **DURATION** 
   1. This NDA shall continue to be in force for a FIVE (5) years period from the Effective Date of this NDA, or until the completion of the Purpose, whichever is later, unless terminated prematurely in accordance with the terms of this NDA.
   2. This NDA may be terminated:
5. by mutual consent; or
6. by either party giving to the other not less than THIRTY (30) days’ prior written notice.
   1. All of Synapxe’s rights hereunder and all of the Company’s obligations and undertakings hereunder shall survive termination or expiration of this NDA.
7. **HANDLING OF CONFIDENTIAL INFORMATION**
   1. The Company agrees to undertake the following in relation to Synapxe’s Confidential Information:
8. to maintain the same in confidence and to use it only for the Purpose and for no other purpose;
9. not to make any commercial use thereof;
10. not to use the same for the benefit of itself or of any third party other than pursuant to a further agreement with Synapxe;
11. not to use the same for the purpose of guiding or conducting a search of any information, materials or sources, whether or not available to the public, for any purpose whatsoever, including without limitation, for the purpose of demonstrating that any information falls within one of the exceptions in Clause 1.1(b);
12. not to copy, reproduce, reverse engineer or reduce to writing any part thereof except as may be reasonably necessary for the Purpose and that any copies, reproductions or reductions to writing so made shall be the property of Synapxe;
13. not to disclose the Confidential Information whether to its employees or to third parties except in confidence to such of its Representatives who have been informed of the confidential nature thereof and who need to know the same for the Purpose and that:
14. such Representatives are contractually obliged (whether by their contracts of employment or service, or otherwise) not to disclose the same or to use the same otherwise than for the Purpose; and
15. the Company shall enforce such obligations at its expense, and to such extent as may be required by Synapxe, in the event of a breach thereof that relates to Synapxe's Confidential Information;
16. to ensure the compliance to this NDA (including sub-clauses (a) to (f) above) on the part of its Representatives to whom Confidential Information is disclosed; and
17. to apply to the Confidential Information no lesser security measures and degree of care than those which the Company applies to its own confidential or proprietary information of similar nature, but in no event less than reasonable care, and which the Company warrants as being adequate protection of such information from unauthorised disclosure, copying or use.
    1. The Company, as the principal party, shall be responsible and held liable for any breach of this NDA by any of its Representatives.
    2. If the Company is uncertain as to whether any information is Confidential Information, the Company shall treat the information as if it was Confidential Information, unless otherwise agreed by Synapxe in writing.
    3. The Company shall immediately notify Synapxe of any unauthorised disclosure or use of the Confidential Information of which the Company becomes aware and will take all steps which Synapxe may require in relation to such unauthorised disclosure or use, or to prevent further unauthorised disclosure or use.
    4. Notwithstanding the foregoing, the Company shall be entitled to make any disclosure of the Confidential Information as required by law, but shall give Synapxe not less than TWO (2) business days' notice of such disclosure and shall consult with Synapxe prior tosuch disclosure with a view to avoiding such disclosure, if legally possible.
18. **PROTECTION OF PERSONAL DATA**
    1. The Company shall, in relation to Personal Data:
       1. fully comply with all requirements of the PDPA, including the requirements concerning the collection, use and disclosure of Personal Data;
       2. process Personal Data only in accordance with the written instructions given by Synapxe and to such extent necessary and appropriate for the completion of the Purpose;
       3. promptly deal with any enquiry from Synapxe relating to the Company’s processing of Personal Data;
       4. not transfer or allow the Personal Data to be transferred outside of Singapore, unless expressly instructed or authorised by Synapxe; and
       5. provide all necessary co-operation and assistance (whether to Synapxe or otherwise) to allow access and/or correction of Personal Data in accordance with the PDPA.
    2. Without prejudice to Clause 4.1 above, the Company ensure:
19. that any Personal Data belonging to Synapxe or its Affiliates which is held by the Company is protected against loss, unauthorised access, use, modification, disclosure or other misuse, and that only authorised personnel have access to that Personal Data;
20. that, to the extent that the Personal Data is no longer required by the Company for legal or business purposes, that Personal Data is destroyed or returned to Synapxe in accordance with Clause 5 below;
21. that Synapxe is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 4 and the Company will undertake, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this clause (including providing Synapxe with such reports or information concerning such steps as and when requested by Synapxe); and
22. it keeps itself appraised of any and all notices and circulars which Synapxe may from time to time notify to the Company, including without limitation any policies, guidelines, circulars or notices relating to personal data (“**PDPA Documentation**”), and to perform its duties or discharge its liabilities in connection with the Purpose in a manner which is consistent with the PDPA Documentation, and will not cause Synapxe to be in breach of the same. For the purposes of this clause, the Company hereby expressly acknowledges and agrees that it has read the PDPA Documentation and is aware of and will compensate Synapxe for any and all potential loss and damage caused to Synapxe and/or its Affiliates arising from or in connection with any breach of this clause.
    1. Notwithstanding and further to anything stated elsewhere in the NDA, Synapxe reserves the right and the Company agrees that Synapxe may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Company with its obligations under this Clause 4.
23. **RETURN OF CONFIDENTIAL INFORMATION**
    1. The Company shall within SEVEN (7) days of:
       1. completion of the Purpose;
       2. receipt of a written request from Synapxe; or
       3. expiry or termination of the NDA,

return to Synapxe all documents and materials (and all copies thereof) containing Synapxe’s Confidential Information or destroy the same, and certify in writing toSynapxe that it has complied with the requirements of this Clause 5.1. Notwithstanding the completion of the Purpose or return of the documents and materials as aforesaid, the Company shall continue to be bound by the undertakings set out in Clauses 3 and 4 above.

1. **DISCLAIMER AND WARRANTY**
   1. All Confidential Information is disclosed on an “AS IS” basis. Synapxe accepts no responsibility for and does not make any representation (express or implied) with respect to the accuracy or completeness of the Confidential Information provided. Synapxe shall not be liable to the Company for any expenses, losses or damages incurred by, or action taken against the Company, in reliance on information disclosed hereunder.
   2. Nothing herein requires the disclosure of any Confidential Information of Synapxe or requires Synapxe to enter into any agreement or relationship or to proceed with or complete any transaction.
2. **DAMAGES NOT AN ADEQUATE REMEDY**
   1. The Company acknowledges that the Confidential Information has been developed or obtained by Synapxe through the investment of significant time, effort and expense. The Company understands and agrees that any breach of this NDA, as well as any unauthorised processing, collection, access, use or disclosure of Personal Data by the Company, will result in immediate and irreparable harm to Synapxe and its Affiliates and that monetary damages may not be an adequate remedy in the event of such a breach or threatened breach of this NDA. Accordingly, the Company agrees that Synapxe shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of a breach or threatened breach of this NDA in addition to all other remedies available to Synapxe in seeking remedy at law or in equity.
3. **NO GRANT OF INTELLECTUAL PROPERTY RIGHTS**
   1. Synapxe reserves all proprietary and intellectual property rights in the Confidential Information and no rights or obligations other than those expressly stipulated in this NDA are granted or to be implied from this NDA. In particular, no license is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other industrial property right now or in the future held, made, obtained or licensable by Synapxe.
4. **CONFIDENTIALITY OF THIS NDA AND USE OF NAME**
   1. The Company agrees to keep the existence and nature of this NDA confidential and not to use the same or the name of Synapxe or of any Affiliate in any publicity, advertisement or other disclosure with regard to this NDA without the prior written consent of Synapxe, such consent not to be unreasonably withheld.
5. **INDEMNITY**
   1. The Company shall indemnify and hold Synapxe harmless against all costs, expenses, losses, fees, penalties, charges, damages, claims, actions, proceedings, investigations, complaints, orders, directions and judgements (including legal costs on a full indemnity basis) of whatsoever nature and howsoever incurred and suffered arising out of or in connection with the Company’s breach of this NDA.
   2. In addition to Clause 10.1, in connection with any action or proceedings (by a third party) against Synapxe arising out of or in connection with the Company’s breach of this NDA, the Company shall at its costs render all assistance as may be required by Synapxe.
6. **NOTICES**
   1. Except as otherwise provided in this NDA, notices which are required to be given under or permitted by this NDA shall be in writing (unless expressly stated otherwise).
   2. Every request, notice or communication so sent shall be deemed to have been properly served and validly made if sent by facsimile, email, post or hand.
   3. Service by facsimile shall be deemed valid and effected on the next working day after transmission, but only if a transmission report is generated by the sender’s fax machine recording a message from the recipient’s fax machine, confirming that the fax was sent to the number indicated and confirming that all pages were successfully transmitted.
   4. Service by email shall be deemed valid and effected upon proof of sending to the email address of the intended recipient, regardless of whether the same was in fact received.
   5. Service by post shall be deemed valid and effected if sent by certified mail and properly addressed to the address of the party concerned as specified in this NDA or to such other address as the party may specify.
   6. Service by post shall be deemed valid and effected TWO (2) days after posting if posted to an address within Singapore, and EIGHT (8) days after posting if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the post office undelivered.
   7. Service by hand shall be deemed valid and effected upon acknowledgment of receipt or left at the address of the party concerned if no acknowledgement can be obtained for whatever reason.
7. **NON-ASSIGNMENT**
   1. The Company shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third party, without the prior written consent of Synapxe, which consent shall not be unreasonably withheld.
8. **SEVERABILITY**
   1. In the event that any term, condition or provision contained in this NDA or the application of any such term, condition or provision shall be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this NDA and shall be of no force and effect; whereas the remaining terms and provisions of this NDA shall remain in full force and effect as if such term, condition and provision had not originally been contained in this NDA.
9. **WAIVER**
   1. No waiver of any rights arising under this NDA shall be effective unless in writing and signed by Synapxe. No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this NDA shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision in this NDA.
   2. Any time or other indulgence granted by Synapxe under this NDA shall be without prejudice to and shall not be taken as a waiver of any of Synapxe’s rights under this NDA nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by Synapxe.
10. **DISPUTE RESOLUTION**
    1. In the event of any dispute or difference arising out of or in connection with or in relation to this NDA or the existence, validity, termination, application or interpretation of this NDA or any of its provisions, both parties shall use their best endeavours to settle the dispute informally by agreement between the parties. Both parties shall always act in good faith and co-operate with each other to resolve any disputes.
    2. For the avoidance of doubt, it is agreed that nothing herein shall prevent a party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the parties’ obligations under this NDA.
11. **ENTIRE AGREEMENT**
    1. This NDA supersedes all prior agreements arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this NDA shall be binding upon the parties unless made by a written instrument signed by the respective parties or a duly authorised representative of each of the parties.
12. **NO THIRD PARTY BENEFICIARIES**
    1. Save for Synapxe’s Affiliates, nothing contained in this NDA is intended to confer upon any other person (other than Synapxe’s Affiliates and the parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this NDA under the Contracts (Rights of Third Parties) Act (Cap. 53B), and no other person shall be deemed to be a third party beneficiary under or by reason of this NDA.
13. **GOVERNING LAW**
    1. This NDA shall be deemed to be made in Singapore, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.
    2. The parties hereby agree to submit irrevocably to the exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this NDA.
14. **MISCELLANEOUS**
    1. Words incorporating the masculine gender only shall include the feminine and/or neuter genders and vice versa and words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.
    2. References in this NDA to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other person and those which it permits or suffers to be done or not done by any other person.

1 The Company confirms and acknowledges that it has read and understood the terms and conditions of this NDA, and agrees to be bound by the said terms and conditions herein as and from the Effective Date of this NDA.

2 The Company further confirms that the signatory/signatories below, have the authority to sign this NDA for and on behalf of the Company.

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