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# NON-DISCLOSURE AGREEMENT (NDA)

STEP 2 OF 4

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BETWEEN

KARPEN PARTNERS PTE. LTD., a company incorporated in Singapore with UEN 202613933Z and registered address at 68 Circular Road, #02-01, Singapore 049422 (“Karpen Partners”),

and

(the “Recipient”),

(each a “Party” and together the “Parties”).

## 1. PURPOSE

**1.1** The Parties wish to explore whether there may be a basis for a direct commercial relationship following an introduction procured by Karpen Partners (the “Purpose”).

**1.2** In connection with the Purpose, each Party may disclose to the other certain confidential information.

**1.3** Karpen Partners acts solely as an independent introducer of potential commercial counterparties and is not a party to any transaction, negotiation, or commercial arrangement between the Parties.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

**2.1** “Confidential Information” means any non-public, proprietary, or confidential information disclosed by or on behalf of a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether orally, in writing, electronically, or in any other form, including but not limited to:

- business, commercial, or financial information;
- technical data, know-how, or trade secrets;
- information relating to operations, clients, or strategies;
- information relating to any potential commercial relationship.

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**2.2** Confidential Information includes the fact that discussions are taking place between the Parties.

**2.3** Confidential Information does not include information that:

- (a) is or becomes publicly available other than through breach of this Agreement;
- (b) was lawfully known to the Receiving Party prior to disclosure;
- (c) is lawfully received from a third party without restriction; or
- (d) is independently developed without use of the Confidential Information.

## **3. USE OF CONFIDENTIAL INFORMATION**

**3.1** The Receiving Party shall:

- (a) use Confidential Information solely for the Purpose;
- (b) not disclose Confidential Information except as permitted under this Agreement; and
- (c) protect Confidential Information using at least reasonable care.

**3.2** Disclosure is permitted only to:

- employees, officers, or advisers who need to know for the Purpose; and
- who are bound by confidentiality obligations no less restrictive than those set out herein.

## **4. NO OBLIGATION; NO TRANSACTION**

**4.1** Nothing in this Agreement obliges either Party to enter into any transaction, agreement, or relationship.

**4.2** Each Party retains full discretion to terminate discussions at any time.

## **5. NO RELIANCE**

**5.1** Each Party acknowledges and agrees that:

- (a) no representation or warranty is made by the other Party or by Karpen Partners as to the accuracy or completeness of any information;
- (b) it shall not rely on any information provided in connection with the Purpose for any decision; and
- (c) it shall conduct its own independent evaluation, due diligence, and verification.

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## 6. NO ADVICE

6.1 Karpen Partners does not provide:

- investment advice;
- financial advice;
- legal, tax, regulatory, or accounting advice;
- valuation or corporate finance advice; or
- recommendations regarding any transaction or relationship.

6.2 Each Party shall obtain its own independent professional advice from appropriately qualified advisers.

## 7. NO AGENCY; NO FIDUCIARY DUTY

7.1 Karpen Partners acts solely as an independent introducer.

7.2 Karpen Partners does not act as agent, broker, intermediary in a regulated capacity, fiduciary, or representative of any Party.

7.3 Nothing in this Agreement creates any partnership, joint venture, agency, employment, or fiduciary relationship.

## 8. NO PARTICIPATION IN TRANSACTIONS

8.1 Karpen Partners does not:

- negotiate terms;
- structure transactions;
- execute transactions; or
- participate in decision-making.

8.2 Any transaction or arrangement arising from the introduction shall be conducted solely between the Parties.

## 9. RETURN OR DESTRUCTION OF INFORMATION

9.1 Upon written request, the Receiving Party shall:

- (a) return or destroy Confidential Information; and
- (b) confirm in writing that it has done so, except where retention is required by law or for internal record-keeping purposes.

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## 10. COMPELLED DISCLOSURE

**10.1** If the Receiving Party is required by law, regulation, or court order to disclose Confidential Information, it shall:

- (a) give prompt notice (where legally permitted); and
- (b) disclose only what is required.

## 11. TERM

**11.1** This Agreement shall commence on the date first written below.

**11.2** The confidentiality obligations shall continue for a period of 2 years from the date of disclosure.

## 12. LIMITATION OF LIABILITY

**12.1** Karpen Partners shall not be liable for:

- (a) any decision made by either Party;
- (b) any transaction entered into (or not entered into);
- (c) the conduct or performance of any Party; or
- (d) any losses arising from reliance on information exchanged.

**12.2** To the maximum extent permitted by law, Karpen Partners shall not be liable for any indirect, consequential, or economic loss.

## 13. NON-CIRCUMVENTION

**13.1** The Parties agree not to deliberately circumvent Karpen Partners in relation to introductions made under the Purpose for the sole purpose of avoiding agreed compensation arrangements.

## 14. GOVERNING LAW

**14.1** This Agreement shall be governed by and construed in accordance with the laws of Singapore.

**14.2** Each party confirms that it has read and will comply with Karpen Partners' Anti-Money Laundering and Sanctions Policy.

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## 15. ENTIRE AGREEMENT

**15.1** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter.

**15.2** Any amendment must be in writing and signed by both Parties.

SIGNED for and on behalf of

**Company name**

KARPEN PARTNERS PTE LTD

**Full Name \***

**Title \***

**Date \***

**Signature (e-signed with PandaDoc)**

SIGNED for and on behalf of

**Company name**

**Full Name \***

**Title \***

**Date \***

**Signature (e-signed with PandaDoc)**