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REF REAL-DELIVERY-redacted • 2026-09-22

Subject: Contract risk flags — real delivery (buyer redacted)

Sample document. Real public findings; not commissioned by the subject company.

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Request

[Buyer brief redacted — 5-clause NDA excerpt, unilateral, California law]

Quick contract risk check — NDA excerpt (5 points)

BOTTOM LINE UP FRONT

Bottom line: all five excerpt points favour the other side. The heaviest flags are #4 (California law + San Francisco arbitration — you fly there to fight) and #5 + #2 combined (only you are bound, while they can pass your information to affiliates without asking). Ask for mutuality, consent for affiliate sharing, a return-or-destroy clause, and Singapore law/seat before signing anything.

This is a risk-flag checklist from your excerpt, not legal advice. Have Singapore counsel review the full NDA before signing.

Top risk flags (in order)

1. You arbitrate in San Francisco under California law — highest cost if it goes wrong Quote: "(4) Governing law California, disputes via binding arbitration in San Francisco" (excerpt item 4). Flag: any dispute means lawyers, travel, and proceedings abroad, under foreign law. AMBIGUOUS: no arbitral institution, rules, or seat-vs-venue detail stated — readings: (a) seat is San Francisco with a named institution's rules; (b) ad hoc arbitration with rules to be agreed later. The excerpt does not say which.
2. One-sided: only you are bound Quote: "(5) Unilateral, only we are bound" (excerpt item 5). Flag: your information is protected (in their hands) but theirs is not restricted in yours — or more precisely, obligations run one way only. Clear on its face; confirm the full draft matches.
3. They can share your information with affiliates, no consent needed Quote: "(2) Receiving party may share with affiliates without consent" (excerpt item 2). Flag: onward disclosure with no consent gate and no stated limits. AMBIGUOUS: "affiliates" undefined — readings: (a) group companies only; (b) any entity under common control or investment, however remote. The excerpt does not say which.
4. Nothing comes back: no return-or-destroy clause Quote: "(3) No return-or-destroy clause" (excerpt item 3). Flag: at end of discussions your information stays in their files indefinitely, with no deletion duty stated. Clear gap on the face of the excerpt.
5. Five-year confidentiality tail Quote: "(1) Confidentiality survives 5 years" (excerpt item 1). Flag: a long obligation period for a startup sharing fast-moving information. AMBIGUOUS: start point unstated — readings: (a) 5 years from signing; (b) 5 years from each disclosure. The excerpt does not say which.

What to ask for (checklist for counsel)

- Mutual obligations; affiliate sharing only with prior written consent and named entities.
- Return-or-destroy within 30 days of request, with written confirmation.
- Shorter survival (e.g. 2–3 years) running from each disclosure, except trade secrets.
- Singapore governing law and arbitration seated in Singapore (SIAC (Singapore arbitration centre) rules).

Honest gaps

- No full NDA was attached — flags cover the 5-point excerpt only; the real draft may add or soften these terms. Send the full text and this becomes a clause-by-clause check.

Sources

- Provided NDA excerpt item 1 — 5-year survival quote — brief text, no URL (excerpt only).
- Provided NDA excerpt item 2 — affiliate-sharing quote — brief text, no URL (excerpt only).
- Provided NDA excerpt item 3 — no return-or-destroy quote — brief text, no URL (excerpt only).
- Provided NDA excerpt item 4 — California law / SF arbitration quote — brief text, no URL (excerpt only).
- Provided NDA excerpt item 5 — unilateral quote — brief text, no URL (excerpt only).