

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2024 (“Agreement”)

BETWEEN :-

- (1) Thomson Medical Pte. Ltd., Company Registration No.: 197702260R, a company incorporated in Singapore with its registered address at 339 Thomson Road, Thomson Medical Centre, Singapore 307677 (“**TMPL**”); and
- (2) ■ Company Registration No.: ■, a company registered in Singapore, with its registered address at ■ Singapore ■ (“■”),

(each, a “**Party**”, and collectively, the “**Parties**”).

WHEREAS:-

- (A) The Parties have entered into discussions in respect of the potential [to include appropriate description for purpose of entry into of this NDA. E.g., establishment of a collaboration between the Parties for the provision of medical services in Thomson Medical Centre and Thomson Surgical Centre] (the “**Project**”). In the course of such discussions, Confidential Information (as defined below) may be disclosed by the Parties to each other.
- (B) The Parties hereby enter into this Agreement to record the terms and conditions of which they shall be bound in respect of the use and treatment of the Confidential Information.

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“**Companies Act**” means the Companies Act 1967 as modified from time to time;

“**Confidential Information**” means any and all information, whether such information is specifically designated or marked as confidential or proprietary, disclosed in any form (whether transmitted orally, in writing, electronically or in other form) relating in any way to (i) the Project (including the fact of the Project, the fact that discussions or negotiations are taking place concerning the Project or any of the terms, conditions or other facts with respect to the Project or otherwise relating to any negotiations of the Project or part thereof or the status of negotiations thereof), (ii) the Disclosing Party or the Disclosing Party Group, (iii) Personal Data, and (iv) the business plans, business affairs, business

opportunities, marketing and sales plans, strategic plans, product plans, operations, manufacturing processes, marketing techniques and materials, operating costs, services, products, distributors, suppliers, customers, clients, employees, prices, price lists, pricing policies, financial and/or contractual arrangements, historical and current financial statements, management accounts, accounting and tax records, corporate records, revenue assumptions, capital spending budgets, financial or other forecasts, projections or predictions, technical information, operational information, human resource information, product information, manuals and instructions, licences, intellectual property, discoveries, ideas, concepts, software in various stages of development, database, registered and unregistered design, drawings, diagrams, schematics, research, techniques, models, prototypes, specifications, source code, object code, formulae, trade secrets and know-how of the Disclosing Party or the Disclosing Party Group, by the Disclosing Party to the Receiving Party and, where applicable, its respective directors, officers, consultants, advisers, employees, agents, sub-contractors or bankers (collectively, the “**Representatives**”) prior to, after or during the course of the discussions or negotiations of the Project, including without limitation, the existence of this Agreement and any materials prepared by the Receiving Party and its Representatives, which contain, reflect, are based on or generated from the Confidential Information furnished to the Receiving Party or its Representatives pursuant to this Agreement, save and except for:

- (a) any information which was lawfully in the possession of the Receiving Party or its Representatives prior to such disclosure to them, which was not acquired directly or indirectly from the Disclosing Party and which is not in breach of any confidentiality obligation to the Disclosing Party;
- (b) any information which at the time of disclosure to the Receiving Party or its Representatives was in the public domain or which, after such disclosure becomes generally known to the public, other than by reason of any wilful or negligent act or omission of the Receiving Party or its Representatives;
- (c) any information which is required to be disclosed pursuant to any applicable laws or any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including, without limitation, any relevant stock exchange or securities council);
- (d) any information which is required to be disclosed pursuant to any legal process issued by any court or tribunal whether in Singapore or elsewhere; and
- (e) any information which is independently developed by the Receiving Party or its Representatives without reference to or reliance on the Confidential Information, and is not related to or connected with the Project.

“Disclosing Party” means the Party that discloses Confidential Information to the Receiving Party pursuant to this Agreement.

“Disclosing Party Group” means the Disclosing Party and its subsidiaries, associated companies and related corporations, entities and affiliates, as defined in the Companies Act (where applicable).

“Effective Date” has the meaning ascribed to that term in Clause 11.

“Receiving Party” means the Party that receives the Confidential Information from the Disclosing Party pursuant to this Agreement.

“Personal Data” has the meaning given to it under the Personal Data Protection Act 2012.

“SIAC” has the meaning ascribed to that term in Clause 23.

“SIAC Rules” has the meaning ascribed to that term in Clause 23.

- 1.2 References to a **“Recital”** and **“Clause”** are to be construed as references to a recital and clause of this Agreement.
- 1.3 The Recitals shall form an integral part of this Agreement.
- 1.4 Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated, and all statutory instruments or orders made pursuant to it.
- 1.5 The headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.6 Except to the extent that the context requires otherwise, words denoting the singular include the plural and *vice versa*, words denoting any gender include all genders and words denoting persons include firms and corporations and *vice versa*.
- 1.7 References to a person include an individual, corporation, partnership and any unincorporated body of persons.

2. OBLIGATION OF CONFIDENTIALITY

2.1 General Obligation: In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to:

- (a) keep strictly secret and confidential all Confidential Information received or held by it, and shall not disclose, copy, reproduce or distribute such Confidential Information to any third party except to the extent that disclosure is expressly permitted under the terms of this Agreement; and
- (b) procure and ensure that its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets, to keep strictly secret and confidential any and all such Confidential Information in accordance with the terms of this Agreement.

2.2 Purpose: The Receiving Party undertakes that it and its Representatives shall use the Confidential Information solely for the purpose of evaluating and implementing the Project. Nothing in this Agreement shall be construed, implicitly or otherwise, as granting to the Receiving Party, and the Receiving Party shall not acquire, any licence or right to use the Confidential Information for any other purpose other than for the evaluation and implementation of the Project .

2.3 Representatives: The Receiving Party may disclose all or part of the Confidential Information to only such of its Representatives whose duties require them to possess the Confidential Information for the sole purpose of enabling the assessment and evaluation of the Project, in which event the Receiving Party's obligations to procure the confidentiality of such information shall apply *mutatis mutandis* in relation to such Representatives and it shall ensure that each of its Representatives is informed of the nature and contents of this Agreement. It shall be the responsibility of the Receiving Party to ensure that its Representatives comply with the terms of this Agreement as if it were a party to this Agreement and agrees to be responsible for any act or omission of that Representative which would constitute a breach of this Agreement.

2.4 Reproduction: The Receiving Party shall ensure that the Confidential Information will not be copied or reproduced in any form or transmitted by any means (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives without the prior written consent of the Disclosing Party except for that which may be necessary for the evaluation and implementation of the Project.

2.5 Control, Security and Storage: The Receiving Party shall, at its own cost, keep separate all Confidential Information from all documents, records and all information (whether in electronic form or hard copy) of the Receiving Party. The Receiving Party shall exercise in

relation to the Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and trade secrets. Where Confidential Information is held electronically, the Receiving Party shall, at its own cost, secure its information processing facilities, computer systems, storage systems, networks, database and portable/backup devices including computers and laptops that process or store Confidential Information by using passwords (which may be shared only with those authorised under this Agreement to access the Confidential Information), encryptions and firewall protection. In the absence of the above-mentioned measures and/or procedures, and where Confidential Information is stored in a physical medium, the Receiving Party shall, at its own cost, ensure that any Confidential Information received will be physically restricted to areas of restricted access in the Receiving Party's head office premises or usual place of business, and store such Confidential Information in a secure locked location or locked cabinets when the same is not in use.

- 2.6 Return, Deletion or Destruction: The Receiving Party shall, at its own cost, promptly return (or procure the return) to the Disclosing Party all Confidential Information together with all documents memoranda, notes or other writings or materials containing or incorporating any Confidential Information or any part thereof and all copies or reproductions thereof (and cease all use of the same) upon written request by the Disclosing Party at any time or upon the termination of this Agreement or the [*to include relevant contract entered into pursuant to the Project*], whichever is earlier. Alternatively or additionally, at the written request of the Disclosing Party, the Receiving Party shall, at its own cost, ensure the destruction, deletion and removal of (or procure the destruction, deletion and removal of) all Confidential Information together with all documents, memoranda, notes or other writings or materials containing or incorporating any Confidential Information or any part thereof and all copies or other reproductions thereof, unless retention of the same is required by law or regulation. For Confidential Information stored in a physical medium, the Receiving Party shall use its best efforts to remove such Confidential Information from the location or premises at which it is stored and take such steps to ensure the secure and proper disposal of or physical destruction of such Confidential Information, for example, by incineration or shredding. For Confidential Information which are in electronic form and stored in the Receiving Party or Representative's database, computer system, electronic storage media or document retrieval system the Receiving Party shall use its best efforts to ensure the deletion or destruction of such Confidential Information such that the data cannot be recovered (partially or fully). For the avoidance of doubt, all Confidential Information so retained as required by law or regulation shall continue to be subject to the terms of confidentiality under this Agreement. If so requested by the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party a certificate signed by the Receiving Party's company secretary or other authorised officer confirming that the obligations contained in this Clause have been complied with.

3. PROPERTY OF THE PARTIES

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party.

4. DISCLOSURE DUE TO COURT ORDER/GOVERNMENTAL ACTION

4.1 In the event that the Receiving Party or any of its Representatives are obligated to disclose any Confidential Information pursuant to a court order or by any governmental or regulatory authority, the Receiving Party or its Representatives shall, in so far as permissible law the law, immediately inform the Disclosing Party in writing of that fact so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful or if the Disclosing Party decides not to object to any such disclosure, the Receiving Party or its Representative so obligated or requested to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority.

4.2 In the event that the Disclosing Party objects to any disclosure, the Disclosing Party agrees that it shall promptly inform the Receiving Party of the outcome of its objection to such disclosure from the relevant authority. If the Receiving Party has not received any advice from the Disclosing Party informing the Receiving Party of the outcome of the Disclosing Party's objection from the relevant authority and the Receiving Party is required to comply with the deadline set by the relevant authority, the Receiving Party shall disclose only such Confidential Information to the extent required by the relevant authority without further need to consult the Disclosing Party.

5. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE OF CONFIDENTIAL INFORMATION

5.1 The Receiving Party shall immediately inform the Disclosing Party of any loss of confidentiality, unauthorised use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.

5.2 The Receiving Party shall assist the Disclosing Party or other party designated by it to take any action, including but not limited to legal proceedings, necessary to prevent or stop the unauthorised disclosure or use of the Confidential Information by any person who has gained access to the Confidential Information.

6 PERSONAL DATA PROTECTION

- 6.1 The Receiving Party shall (and shall procure that any of its Representatives) comply with all applicable personal data protection laws (including but not limited to the Personal Data Protection Act 2012 and all rules, regulations, practice notes, guidelines in relation thereto) with regard to any and all Personal Data which is made available or disclosed to it or any of its Representatives by the Disclosing Party or any authorized person on its behalf.
- 6.2 Without prejudice to Clause 6.1, in dealing with any Personal Data, the Receiving Party shall (and shall procure that any of its Representatives shall):
- (a) use the Personal Data in accordance with the purpose of which the personal data is disclosed;
 - (b) ensure that it has in place the appropriate security measures to ensure the protection and security of the personal data, and to guard against accidental or unlawful destruction, loss or alteration, unauthorised disclosure or access, and all other unlawful forms of processing, as required under the applicable personal data protection laws;
 - (c) promptly notify the Disclosing Party of any breach of the security measures required to be put in place pursuant to Clause 6.2(b) upon the Receiving Party having knowledge of the same, and shall immediately take all steps necessary to remedy or cure such breach and prevent its re-occurrence;
 - (d) not retain the Personal Data if retention no longer serves the purpose for which the Personal Data was disclosed and retention is no longer necessary for the purpose of the Project;
 - (e) not transfer any Personal Data to a country or territory outside Singapore except in accordance with requirements prescribed under the applicable data protection laws; and
 - (f) ensure that it does not knowingly or negligently do or omit to do anything which places the Disclosing Party in breach of its obligations under the applicable data protection laws.
- 6.3 The Receiving Party shall not sub-contract its obligations under this Agreement which relate to the use, disclosure, collection and/or creation of Personal Data without the prior written approval of the Disclosing Party. In the event that the Disclosing Party gives its written approval for the Receiving Party to sub-contract its obligations under this Agreement which relate to the use, disclosure, collection and/or creation of Personal Data by the Receiving Party on behalf of the Disclosing Party, then any reference to the

Receiving Party in this Clause shall also refer to any agent, contractor or service provider so retained by the Receiving Party to perform such obligations, and the Receiving Party shall ensure that such agent, contractor or service provider is informed of the nature and contents of this Clause and complies with this Clause.

6.6 In addition to any right of termination under this Agreement or at law, the Disclosing Party may terminate this Agreement by giving written notice to the Receiving Party in the event that the Receiving Party fails to comply with this Clause in any material respect.

6.7 Notwithstanding any term to the contrary, the obligations under this Clause shall survive the termination of this Agreement.

7. NO REPRESENTATION, WARRANTY OR GUARANTEE

7.1 The Disclosing Party *makes no representation, warranty, assurance or inducement express or implied as to the accuracy, adequacy or completeness of the Confidential Information, and* the Disclosing Party shall not be liable to the Receiving Party, any Representative, or any third party for any loss resulting from use of the Confidential Information.

7.2 The Receiving Party shall be responsible for making its own assessment and analysis on the Confidential Information and the Receiving Party shall in the execution of any documents relating to the Project acknowledge that it has not relied on or been induced to make any assessment or evaluation relating to the Project by any representation or warranty from the Disclosing Party.

8. INSIDER DEALING

8.1 ■ (Company name) acknowledges and agrees that some or all of the Confidential Information may constitute inside information and/or price sensitive information and/or material non-public information relating to the securities of Thomson Medical Group Limited ("**TMG**"), the ultimate holding company of TMPL, which is listed on the Main Board of the Singapore Exchange Securities Trading Limited, and any other entities under TMG that are listed on any stock exchange, and that accordingly provisions of the applicable securities laws which prohibit the use and/or disclosure of such Confidential Information shall apply.

8.2 ■ (Company name) agrees and undertakes with TMPL that it will not use the Confidential Information to deal in any securities of TMG or in any securities whose price or value may be related to or affected by the price or value of the securities of TMG, or in any derivative products related to any such securities or interests in any of them or to encourage another person to deal, except as permitted by applicable law.

9. **ASSIGNMENT**

Neither Party shall have the right to assign this Agreement (or any part hereof) without the prior written consent of the other Party. Any assignment without such consent shall be void and is a material breach of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the TMPL and ■ and their respective successors and permitted assigns.

10. **REMEDY FOR BREACH AND INDEMNITY**

10.1 It is understood and agreed between the Parties that any breach of the obligations of confidentiality contained in this Agreement may cause the Disclosing Party Group or any of its members irreparable harm, injury, loss and damage, the extent of which may be impossible to ascertain and which cannot be fully compensated by monetary damages. Accordingly, the Receiving Party therefore agrees that in addition to any other remedies any member of the Disclosing Party Group may have at law or in equity, members of the Disclosing Party Group shall be entitled to seek injunctive or other equitable relief, or any combination of these remedies, against the Receiving Party to prevent any threatened or actual breach, or any further or continuing breach of the Receiving Party's obligations. The Receiving Party further agrees that if any action should be brought by the Disclosing Party in equity to enforce any of the provisions of this Agreement, it shall not raise the defence that there is an adequate remedy at law.

10.2 The Receiving Party shall fully and effectually indemnify and hold harmless each relevant member of the Disclosing Party Group from and against all claims, actions, demands, liabilities, proceedings, judgments brought or established against the relevant member of the Disclosing Party Group and all losses, costs, charges and expenses (including but not limited to all fees and expenses in connection with the investigation of, preparation for, or defence of, any inquiry, inspection or investigation or pending any threatened litigation or proceedings) which the a relevant member of the Disclosing Party Group may suffer or incur, and which in any case are occasioned by or result from or are attributable to anything done or omitted in relation to or arising from or in connection with any breach of this Agreement and any default by the the Receiving Party of its obligations under this Agreement.

10.3 This Clause shall survive the termination of this Agreement for any reason whatsoever.

11. **TERM AND TERMINATION**

11.1 This Agreement shall commence and take effect immediately on the date set out at the beginning of this Agreement (the "**Effective Date**") and shall, unless otherwise agreed between the Parties in writing, continue to be in force until the earliest of (i) the date which is [12] months from the Effective Date, (ii) in the event that the Receiving Party

commits a breach of any of the terms and conditions contained in this Agreement and such breach is incapable of being remedied, the date on which the Disclosing Party gives notice to terminate, and (iii) the date on which the Project is completed or entered into.

11.2 On the termination of this Agreement, unless otherwise agreed in writing between the Parties:

- (a) any accrued right, remedy or liability of each Party shall not be prejudiced; and
- (b) those rights or obligations of the Parties in this Agreement which are expressly or by implication intended to survive termination, shall survive and continue to bind the Parties.

11.3 Clause 11.2 shall survive the termination of this Agreement for any reason whatsoever.

12. NOTICES

12.1 Each and every communication under this Agreement must be in writing. Each communication or document to be delivered to any Party shall be delivered personally, or sent by prepaid registered post, or by facsimile message or electronic mail at its address or at its facsimile number or electronic email address and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of this Agreement. The initial addresses, facsimile number and electronic mail addresses of the Parties are:

TMPL: **THOMSON MEDICAL PTE. LTD.**
339 Thomson Road, Thomson Medical Centre
Singapore 307677
Attention: Mr Tan Zing Yuen
Email: zingyuen@thomsonmedical.com

■: ■
[Address]
Attention: [...]
Email: [...]

12.2 A demand, notice or other communication made or given by one Party to another Party in accordance with this Clause shall be effected and deemed to have been duly served:

- (a) if delivered personally, on the day of delivery when left at the address required by this Clause;

- (b) if sent by registered letter, three (3) business days after posting and in proving the same, it shall be sufficient to show that the envelope containing the notice, demand or communication was duly addressed, stamped and posted;
- (c) if sent by prepaid post (air-mail, if international), seven (7) business days after it is posted and in proving the same, it shall be sufficient to show that the envelope containing the notice, demand or communication was duly addressed, stamped and despatched;
- (d) if sent by facsimile, immediately at the time of transmission and in proving the same, it shall be sufficient to show, from the sender's record that there was a successful transmission report; and
- (e) if sent by electronic email, immediately at the time of transmission and in proving the same, it shall be sufficient to show, from the sender's record of electronic mails sent, that such mail had been sent by the sender to the recipient.

13. WAIVER

Any failure or delay by a Party in exercising any right, power or remedy under this Agreement shall not be construed nor be deemed to be a waiver thereof or of any other rights of such Party unless expressly waived in writing. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such party of the right to pursue any other available remedies.

14. SEVERABILITY

If any one or more of the provisions (or part thereof) contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under or in accordance with applicable law, , the same shall be deemed to be deleted from this Agreement. The validity, legality and enforceability of the remaining provisions or part thereof of this Agreement shall not in any way be affected or impaired but shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement. Notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, communications and understandings (both written and oral) regarding such subject matter. No amendment, variation or modification to this Agreement shall be binding or effective unless and until made in writing and executed by the authorised representative(s) of the Parties.

16. COUNTERPARTS

This Agreement may be signed in multiple counterparts, all of which taken together constitutes one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and transmitted by [electronic transmission / facsimile transmission] and shall be as valid and effectual as if executed as an original.

17. THRID PARTY RIGHTS

Unless expressly provided to the contrary herein, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 2001, to enforce any term of, or enjoy any benefit under, this Agreement.

18. GOVERNING LAW AND JURISDICTION

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

19. NO ANNOUNCEMENT OR PUBLICITY

19.1 No release or announcement to the press, whether orally or in writing, relating to any matter contemplated under this Agreement shall be made unless both Parties mutually agree in writing and only at such time and in such form as is approved by the Parties.

20. NO OBLIGATION TO ENTER INTO A RELEVANT TRANSACTION

For avoidance of doubt, nothing contained herein shall compel or oblige any Party to enter into transaction(s) contemplated hereunder with the other Party.

21. COSTS

21.1 The Parties agree to perform their respective obligations hereunder without any charge or expenses to each other.

21.2 Each Party shall bear its own legal and other costs and expenses incurred in connection with the drafting, preparation, negotiation and execution of this Agreement.

23. ARBITRATION

Any dispute as to any matter arising under, out of, or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The seat of arbitration shall be Singapore and the language of the arbitration shall be English. All aspects of any arbitration shall be treated as confidential by the Parties. The arbitral award shall be made and payable free of any tax or other deduction. This arbitration agreement shall be governed by the laws of Singapore. This Clause shall survive the termination of this Agreement for any reason whatsoever.

IN WITNESS WHEREOF the Parties have entered into this Agreement on the day and year first above written.

SIGNED by _____)
Name of Authorised Signatory)
for and on behalf of)
)
THOMSON MEDICAL PTE. LTD.)
)
in the presence of :-)

Witness' Name *Signature*

SIGNED by _____)
Name of Authorised Signatory)
for and on behalf of)
)
[...])
)
in the presence of:)

Witness' Name *Signature*