

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2022 ("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:-

The Receiving Party wishes to receive and the Disclosing Party has agreed to disclose on terms and conditions set out below certain Confidential Information (hereinafter defined) on a strictly confidential basis for the purpose of this intended tender project at Thomson Medical Centre.

**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:

**"Authorised Recipients"** means, to the extent that they need access to the Confidential Information for the purposes of or in connection with the discussions between the Parties, the Receiving Party Group (other than the Receiving Party), and the respective officers, employees, advisers, agents and representatives of the Receiving Party Group;

**"Companies Act"** means the Companies Act (Chapter 50) of the Republic of Singapore as modified from time to time;

**"Confidential Information"** for the purpose of this Agreement shall mean this Agreement, the terms thereof, any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including to the Receiving Party's directors, officers, employees or its expressly authorised representatives or agents (including legal and financial advisors) (collectively referred to as "Representatives"), whether orally, in writing or in any other form or medium and whether before or after the date of this Agreement.

For avoidance of doubt, "Confidential Information" shall be deemed to include (without limitation) the following types of information and other information of a similar nature:

- (a) discoveries, ideas, concepts, papers, software in various stages of development, designs, drawings, specifications, techniques, models, prototypes, data, source code, object code,

documentation, manuals, diagrams, flow charts, schematics, research, process, procedures, functions, “know how”, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information;

- (b) intellectual property and industrial, marketing or commercial information relating to or developed in connection with or in support of the Disclosing Party’s business; and
- (c) financial data, forecasts, records, product plans, costs, prices, price lists, names, business or marketing plans, manufacturing processes, business opportunities, details of investments and contracts, corporate records, and information concerning the Disclosing Party’s employees and suppliers;

**“Connected Persons”** means, the Disclosing Party Group (other than the Disclosing Party), and the respective officers, employees, advisers, agents and representatives of the Disclosing Party Group;

**“Disclosing Party”** means the Party disclosing to the Receiving Party the Confidential Information as defined in 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); and

**“Receiving Party”** means the Party receiving from the Disclosing Party the Confidential Information as defined in this Agreement.

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

1.2 **Not Within Definition:** Notwithstanding any other provision in this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- (a) is now or subsequently becomes publicly known or available without breach of this Agreement;
- (b) was previously in the lawful possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party;
- (c) the Receiving Party lawfully receives without any obligation of confidentiality from a third party which had received the same without any obligation of confidentiality; and
- (d) is required to be disclosed by law, regulation, listing rules or any competent authority provided always that in the such event, the provisions of Clause 4 shall apply.

## 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) hold and keep in confidence any and all such Confidential Information and not disclose, copy, reproduce or distribute any of it or otherwise make it available to any person other than an Representative (on condition that they will not disclose, copy, reproduce, distribute or otherwise make it available to any other person who is not an Representative); and
- (b) use, and procure that its Representatives use, such measures and/or procedures as it uses in relation to its own confidential information and trade secrets, to hold and keep in confidence any and all such Confidential Information and comply with the terms of this Agreement.

2.2 Purpose: The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the purpose of intended tender project at Thomson Medical Centre or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. Nothing in this Agreement shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party.

2.3 Representatives: The Receiving Party shall take all reasonable steps and measures to minimise the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorised by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. The Receiving Party shall ensure that each Representative to whom Confidential Information is disclosed is made aware of (in advance of disclosure), and adheres to, the terms of this Agreement.

In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and any act or omission by any of its Representatives which would constitute a breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

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

2.5 Control, Storage and Return: The Receiving Party shall, at its own cost, use its best efforts to keep separate all Confidential Information from all documents and other records of the Receiving Party. The Receiving Party shall also, at its own cost, use its best efforts to ensure the security and control of any Confidential Information which is in documentary or other tangible form by using such measures and/or procedures as it uses in relation to its own confidential information and trade secrets. In the absence of such measures

and/or procedures, the Receiving Party will, at its own cost, use its best efforts to ensure that 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, or by storing such Confidential Information in secure locked cabinets when the same is not in use. The Receiving Party hereby agrees that it will, at its own cost, promptly return to the Disclosing Party any or all such Confidential Information and all documents and materials containing or incorporating any Confidential Information together with all copies or reproductions thereof (and cease all use of the same) upon request by the Disclosing Party at any time or upon the termination of this Agreement or the Contract for Product/Service, whichever is the earlier. Alternatively or additionally, at the request of the Disclosing Party, the Receiving Party will, at its own cost ensure destruction of any or all Confidential Information and all documents and materials containing or incorporating any Confidential Information together with all copies or reproductions thereof, including but not limited to:

- (a) destroying all copies of any analyses, memoranda or other documents derived from Confidential Information, whether or not in the possession of the Receiving Party; and
- (b) expunging all Confidential Information from any computer, word processor or other device containing Confidential Information and belonging to the Receiving Party, its Representatives or any other person holding such Confidential Information.

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**

In the event that the Receiving Party or any of its Representatives are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action or in compliance with any law or regulation, the Receiving Party shall immediately inform the Disclosing Party prior to such disclosure so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party and/or its Representative(s) so obligated to disclose Confidential Information may disclose such Confidential Information only to the extent required by the relevant court order or governmental action.

The Disclosing Party agrees that it shall promptly inform the Receiving Party of the outcome of its objection to such disclosures from the proper authority. In the event that 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 proper authority and the Receiving Party is required to comply with the deadline set by the proper authority, the Receiving Party disclose the Confidential Information in a manner the Receiving Party deems, in its sole discretion, proper and appropriate to comply with the said disclosure requirements without further need to consult or to disclose to the Disclosing Party .

In the event that the Receiving Party makes such disclosure in accordance with this Clause 4, the Receiving Party shall use its reasonable efforts to secure the confidential treatment of the Confidential Information.

Notwithstanding any other provision in this Agreement, nothing in this Agreement shall prevent or restrict the disclosure of any information by any Party in compliance with any applicable laws and regulations including the Singapore Code on Take-overs and Mergers ("Code") in connection with the making of any general offer under the Code.

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

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

**6 PERSONAL DATA PROTECTION**

6.1 The Receiving Party shall comply with the Personal Data Protection Act (2012) and all PDPA subsidiary legislation, including amendments thereto (collectively "PDPA"), with regard to any and all personal data (as defined in the PDPA) with respect to Personal Data which is made available or disclosed before or after the date of this Agreement to it (or a member of its Group) by the Disclosing Party or any authorized person on its behalf.

6.2 The Receiving Party agrees that it shall:

- a use the Personal Data for the Purpose and in accordance with instructions issued by the Disclosing Party;
- b take measures to protect the Personal Data against accidental or unlawful destruction, loss or alteration, unauthorised disclosure or access, and all other unlawful forms of processing, including taking security measures appropriate to the risks posed by the processing and nature of the Personal Data, having regard to the state of the art and implementation costs;

- c give the Disclosing Party prompt notice should it be aware of, or reasonably suspect, that any of the events referred to in Clause 6.2(b) above has occurred, and shall promptly take all steps necessary to remedy the event and prevent its re-occurrence;
  - d not retain the Personal Data for any longer than is necessary for the Purpose;
  - e limit disclosure of the Personal Data to its Related Persons; and
  - f if the Personal Data is to be transferred to another country, to take such additional measures to secure that the Personal Data is transferred in accordance with the PDPA.
- 6.3 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 or contractor retained by the Receiving Party to perform such obligations, and the Receiving Party shall ensure that its agent or contractor complies with this Clause.
- 6.4 Nothing in this Clause derogates from the Receiving Party's obligations under the PDPA.
- 6.5 The Receiving Party agrees to indemnify and keep the Disclosing Party indemnified against all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including full legal costs on a solicitor and client basis) which may be suffered or incurred by the Disclosing Party, or made against the Disclosing Party by any person, in respect of any matter or event arising out of, in the course of, by reason of or in respect of any breach of any term of 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 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 believes to the best of its knowledge, that the Confidential Information provided is true. Notwithstanding anything to the contrary in this Agreement, the Disclosing Party shall neither be responsible for accuracy or completeness of the Confidential Information nor be liable to the Receiving Party or any third party for any loss resulting from use of the Confidential Information.
- 7.2 The Receiving Party acknowledges and agrees on its own behalf and on behalf of its Representatives that neither the Disclosing Party nor any member of the Disclosing Party Group (other than the Disclosing Party), and any of the respective officers, employees, advisers, agents and representatives of any member of the Disclosing Party Group ("Connected Persons"):

- (a) have any liability to the Receiving Party or to any other person resulting from the use of Confidential Information by the Receiving Party or its Representatives; or
- (b) be under any obligation to provide further Confidential Information, update any Confidential Information or correct any inaccuracies in any Confidential Information.

Save as expressly set out in this Agreement, the Receiving Party acknowledges and agrees on its own behalf and on behalf of its Representatives that neither the Disclosing Party nor any of its Connected Persons shall have any duty of care to the Receiving Party or its Representatives or to any other person.

**8. INSIDER DEALING**

8.1 (Please fill in your 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, and that accordingly provisions of applicable securities laws may restrict or prohibit the use and/or disclosure of such Confidential Information.

8.2 (Please fill in your 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 and in accordance with the terms of this Agreement.

**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 parties named herein and their respective successors and 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, 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 and no proof of special damages will be necessary to enforce this Agreement.

- 10.2 The Receiving Party agrees to indemnify each relevant member of the Disclosing Party Group for any costs, claims, demands, liabilities and expenses of whatever nature that such member may incur arising directly or indirectly out of a breach of the obligations of the Receiving Party or its Representatives under this Agreement.

**11. DURATION OF AGREEMENT**

This Agreement shall be effective upon its execution and shall, unless otherwise agreed between the Parties in writing, continue to be in force for a period of 1 year from the date of this Non Disclosure Agreement or to any period to be agreed between the Disclosing Party and the Receiving Party. The provisions of this Agreement relating to confidential information that by their nature continues to be confidential shall survive any expiration or termination of this Agreement until such time as the information ceases to be Confidential Information.

**12. NOTICES**

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed by telephone call or in any other manner agreed by the parties) to the person and address set out at the below. Proof of posting or despatch of any notice or communication to a party shall be deemed to be proof of receipt:

- (a) in the case of a letter posted in Singapore, on the third working day after posting;
- (b) in the case of a letter posted outside Singapore, on the seventh working day after posting;
- (c) in the case of facsimile, when confirmed by an activity report indicating that the correct number of pages was sent to the correct facsimile number and that such facsimile message was well-received; and
- (d) in the case of e-mail where such e-mail has actually been received by a person designated by such party to receive such message and such message is in a format readily decipherable by such party's message or information system.



**Thomson Medical Pte Ltd:**

Attention: Tan Zing Yuen

Address: 101 Thomson Road, #20-04/05, United Square, Singapore 307591

Email: zingyuen@thomsonmedical.com

**Vendor's company name**

Attention: **Point of Contact**

Address: **Vendor's company address**

Email: **Point of contact email address**

**13. WAIVER**

Failure delay or neglect by the Disclosing Party to enforce at any time any of the provisions hereof shall not be construed nor be deemed to be a waiver of the Disclosing Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Disclosing Party's rights to take subsequent action. 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 provision (or part thereof) of this Agreement is held to be a violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement 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. This Agreement shall not be modified or any rights under it waived except by a written document executed by all parties.

**16. COUNTERPARTS**

This Agreement may be signed in multiple counterparts, each of which is an original and all of which taken together constitutes one and the same instrument. Each counterpart

may be signed and executed by the Parties and transmitted by facsimile and shall be as valid and effectual as if executed as an original.

**17. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B) OF SINGAPORE**

Save that any member of the Disclosing Party Group may enforce the terms of this Agreement against the Receiving Party, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions and a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore and any re-enactment thereof, to enforce or enjoy the benefit of any term of this Agreement.

**18. GOVERNING LAW AND JURISDICTION**

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

**19. NO PUBLICITY**

19.1 The Parties agree that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of both Parties. Further, no Party may, without the prior written consent of the other Party, disclose to any third party about any possible co-operation contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof.

19.2 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.

19.3 However, nothing herein shall prevent any Party from disclosing any Confidential Information to the extent required in or in connection with any legal proceedings arising out of this Agreement in such legal proceedings.

**20. NO OBLIGATIONS**

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.

**22. TERMINATION**

The Agreement may terminate in the following manner:

- (a) **Termination by Expiration of Term:** This Agreement shall terminate at the expiration of its term pursuant to Clause 11.
- (b) **Mutual Termination:** In the event that the parties shall mutually agree in writing, this Agreement may be terminated on any date and upon the terms stipulated in such mutual agreement.
- (c) **Breach of Agreement:** Notwithstanding any other provision of this Agreement, the Discloser may terminate this Agreement with immediate effect by notice in writing to the Recipient without prejudice to the rights and remedies of the Discloser if the Recipient commits any serious or persistent willful breach of any material term of this Agreement.

**23. ARBITRATION**

23.1. 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 determined by arbitration in Singapore 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 Parties agree that any arbitration commenced pursuant to this Clause 23 shall be conducted in accordance with the expedited procedure set out in Rule 5.2 of the SIAC Rules. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The language of the arbitration shall be English.

**IN WITNESS WHEREOF** the parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

SIGNED by )  
 )  
 for and on behalf of )  
**Thomson Medical Pte Ltd** )  
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 in the presence of :- )

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**SIGNED by** )  
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**for and on behalf of** )  
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**in the presence of :-** )