

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on . day of [month] 20 between:

- (1) **Sengkang Health Pte. Ltd.** (UEN 201220357K), a company incorporated in Singapore with its registered office at 31 Third Hospital Avenue, #03-03 Bowyer Block C, Singapore 168753 ("Disclosing Party", which expression shall include its successors and permitted assigns); and
- (2) [Waters Pacific Pte Ltd] (Reg No. [200512450H], a company incorporated in [Singapore] with its registered office at [1 Science Park Road #02-01/08, The Capricorn, Science Park II, Singapore 117528] ("Receiving Party", which expression shall include its successors and permitted assigns)

(collectively the "Parties" and each a "Party").

WHEREAS:

- (A) The Disclosing Party is engaging the services of the Receiving Party for SKH_MMD_RFP_17_0108_QNJ Supply, Delivery, Installation, Testing And Commissioning of Spectrometers, Mass, Laboratory for New Sengkang Hospital (the "Purpose").
- (B) In carrying out the Purpose, the Receiving Party may have access to Confidential Information (as defined below) of the Disclosing Party, and/or its Related Corporations (as defined in Section 6 of Companies Act (Cap. 50)) (collectively, the "Group").
- (C) The Parties have agreed that the Disclosing Party's disclosure of Confidential Information to the Receiving Party shall be subject to the terms and conditions of this Agreement.

IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. CONFIDENTIAL INFORMATION

- 1.1 "Confidential Information" means all information (that is marked confidential or is clear by its nature confidential) in any form (including all oral and visual information and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to, or obtained by the Receiving Party from, the Disclosing Party or a third party acting on the Disclosing Party's behalf, and without prejudice to the generality of the foregoing shall include data, financial statements, patient information, processes, trade secrets, ideas, know-how, blue-prints, formulae, designs, specifications, concepts, forecasts, strategies and all other information relating to the Disclosing Party, and information from or about the Group or any part of the Group.

2. OBLIGATIONS OF THE PARTIES

- 2.1 The Receiving Party will and shall ensure that its employees, personnel, agents and contractors to whom the Confidential Information is disclosed as permitted under this Agreement (collectively "Authorised Recipients" and each an "Authorised Recipient") will:
 - (a) keep confidential and not disclose Confidential Information.
 - (b) use Confidential Information solely for the Purpose.
- 2.2 The Receiving Party may:
 - (a) allow access to Confidential Information exclusively to Authorised Recipients strictly on a need-to-know basis.

- (b) make copies of the Confidential Information only to the extent that the same is strictly required for the Purpose.
- (c) disclose such Confidential Information as is required by law, provided that the Receiving Party:
 - (i) notifies the Disclosing Party in writing as far as possible in advance of the disclosure so as to allow the Disclosing Party to take legal or other action to protect its Confidential Information,
 - (ii) discloses only such Confidential Information as would be required to comply with the legal requirement, and
 - (iii) continues to maintain the confidentiality of this Confidential Information in all other circumstances.

2.3 The Receiving Party undertakes that it shall:

- (a) in respect of Confidential Information, exercise at least the same degree of care as it exercises with respect to its own confidential information of like importance which it does not want disclosed to others and in any event no less than reasonable care.
- (b) at the Disclosing Party's request made at any time deliver up to or destroy at the Receiving Party's own cost and expense all documents and any other material in any medium in the possession, custody or control of the Receiving Party and/or any Authorised Recipient that bear or incorporate any part of Confidential Information provided that the Receiving Party may retain one copy of written Confidential Information in its archival files for the purpose of ascertaining its obligations under this Agreement.
- (c) ensure that Authorised Recipients are bound to the same extent and on terms at least as restrictive as the Receiving Party is bound to under the terms of this Agreement.
- (d) immediately notify the Disclosing Party of any unauthorised disclosure or use of Confidential Information of which the Receiving Party becomes aware and will take all steps which the Disclosing Party may reasonably require in relation to such unauthorised disclosure or use.
- (e) render all assistance as may be reasonably requested by the Disclosing Party to ensure due performance of the Confidentiality Obligations (as defined below) under this Agreement.

2.4 The obligations under this Clause 2 are in addition to any other obligations of confidence undertaken by the Receiving Party presently or in the future through other agreements or by implication of law.

2.5 The obligations of confidentiality and restriction on use under this Agreement ("Confidentiality Obligations") in respect of Confidential Information (save for identifiable patient information) shall be for a period of five (5) years from the date hereof unless the Disclosing Party gives written notice to the Receiving Party prior to disclosure of such Confidential Information that the Confidentiality Obligations in regard thereto are for an indefinite or longer period as specified in the notice. Where such notice is given, the Receiving Party shall have the option of declining the proposed disclosure to it of such Confidential Information. Confidentiality Obligations with regards to identifiable patient information shall be perpetual.

3. EXCEPTIONS

3.1 The Receiving Party shall not be bound to keep confidential any information if:

- (a) such information is, through no act or failure to act on the part of the Receiving Party, in the public domain or subsequently falls within the public domain;
 - (b) such information is in the Receiving Party's possession prior to, or is developed by the Receiving Party independent of, disclosure by the Disclosing Party, as evidenced to the Disclosing Party's reasonable satisfaction by prior written or electronic records or other recording media;
 - (c) such information is rightfully obtained from third persons who did not obtain such information directly or indirectly from the Disclosing Party and who are not restricted by confidentiality obligations from making such disclosure to the Receiving Party; or
 - (d) the Disclosing Party has agreed in writing that such information may be disclosed.
- 3.2 The exceptions detailed in Clause 3.1 above shall not apply to Confidential Information that is sufficiently unique or detailed to distinguish it from more general information that is already in the public domain or in the possession of the Receiving Party, or where the Confidential Information is made up of several elements merely because the individual elements are in the public domain or the possession of the Receiving Party.
4. INJUNCTIVE RELIEF AND INDEMNITY
- 4.1 The Receiving Party acknowledges and accepts that the Disclosing Party may suffer financial and other loss and damage if Confidential Information were unlawfully or in breach of this Agreement disclosed to any person or used for any purpose other than for the Purpose and that monetary damages would be an insufficient remedy.
- 4.2 The Receiving Party acknowledges and accepts that, in addition to any other remedy that may be available in law or equity, the Disclosing Party is entitled to injunctive relief to enforce the Confidentiality Obligations.
- 4.3 The Receiving Party shall indemnify and hold harmless the Disclosing Party and any entity within the Group, against all charges, costs (including legal costs on a full indemnity basis), expenses and losses of whatsoever nature incurred or suffered by such entity in exercising or enforcing its/their rights against breach of the duties of confidentiality and/or restriction on use undertaken by the Receiving Party or any of its Authorised Recipients including unauthorised disclosure or use by any persons resulting from such breach.
5. ASSIGNMENT
- 5.1 The Disclosing Party shall not assign its rights under this Agreement without the prior written consent of the Receiving Party, such consent not to be unreasonably withheld or delayed.
6. GENERAL
- 6.1 No ownership rights or any other rights of whatsoever nature in Confidential Information disclosed by the Disclosing Party shall be deemed to be granted to the Receiving Party or its Authorised Recipients, unless expressly agreed between the Parties in writing by separate agreement.
- 6.2 No modification of this Agreement shall be effective unless the same is in writing and signed by the Parties.
- 6.3 No waiver of any rights arising under this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is enforced. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach.

6.4 If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

7. NO COMMITMENT OR WARRANTIES

7.1 The Parties agree that the disclosure and receipt of Confidential Information hereunder shall not be construed as creating any obligation or any expectation on the part of either Party to enter into any commitment or relationship regarding any transaction with the other Party.

7.2 Confidential Information shall be disclosed on an "AS IS" basis. The Disclosing Party makes no warranty as to the accuracy or completeness of information disclosed hereunder. The Receiving Party shall have no claim against the Disclosing Party for any loss resulting from use of Confidential Information by the Receiving Party or its Authorised Recipients.

8. CONTRACT (RIGHTS OF THIRD PARTIES) ACT (CAP 53B)

8.1 Any entity within the Group shall have the right to enforce the Confidentiality Obligations against the Receiving Party. Subject to the foregoing, the Contracts (Rights of Third Parties) Act (Cap. 53B) shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Agreement or any of its terms.

9. GOVERNING LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorised officers or representative as of the day and year first above written.

Signed
For and on behalf of
Sengkang Health Pte. Ltd.

Name: _____

Title: _____

Signed
For and on behalf of
[Waters Pacific Pte Ltd]

Name: Joanna Ang

Title: Account Manager

