**ANNEX D**

**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered into on **DD/MM/YYYY** (“**Effective Date**”) by and between

***XXX*, Ltd.**, a company existing under the laws of the *countryxxx*, with its place of business at *address xxxxxxxx* (“***Company Name***”), on the one part; and

**Health Promotion Board**, a statutory board existing under the laws of Singapore, with its registered office at 3, Second Hospital Avenue, #06-00, Singapore 168937 (”**HPB**”), on the other part.

Each of them hereinafter referred to as the “Party” and together as the “Parties”.

WHEREAS, the Parties desire to evaluate the feasibility of the Parties’ cooperation regarding entering into a business relationship and strategic partnership to develop innovative healthcare services for the benefit of increasing Singapore’s quality and years of healthy life for its residents (the “**Purpose**”).

WHEREAS, each Party is willing to disclose to the other certain aspects of its Confidential Information (as defined hereinafter) relevant to and solely for the Purpose, subject to and in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Confidential Information**. “Confidential Information” includes all data, specifications, drawings, reports, accounts, know-how, ideas, marketing and business strategies, business, financial, contractual, marketing and/or technical information, in whatever form embodied, which has been or may be disclosed, or to which access is provided, by a Party and/or its Affiliates (“**Discloser**”) to another Party to this Agreement and/or its Affiliates (“**Recipient**”), which (a) if in writing, is marked “confidential”, “proprietary” or other similar marking at the time of disclosure, or (b) if provided orally or visually, is identified as confidential at the time of disclosure and confirmed in writing to Recipient within 15 days of such disclosure.
2. **Disclosure to Recipient’s Affiliates.** Recipient may disclose Discloser’s Confidential Information to Recipient’s Affiliates on the condition that Recipient shall restrict access to Discloser’s Confidential Information to those of Recipient’s Affiliates’ officers, directors and employees who have a legitimate need-to-know to carry out the Purpose. The Recipient shall be responsible for the acts, defaults, negligence and omissions of any of its officers, directors, partners, members, employees, agents and consultants and that of its Affiliates.
3. **Affiliates.** For the purposes of this Agreement, “Affiliate”, with respect to HPB, shall mean the Government of Singapore, all statutory boards, the MOH Holdings Pte. Ltd., MOH Office for Healthcare Transformation Pte. Ltd., National University of Singapore’s Saw Swee Hock School of Public Health, Integrated Health Information Systems Pte. Ltd., National Healthcare Group Pte. Ltd., National University Health System Pte. Ltd., Singapore Health Services Pte. Ltd. and Agency for Integrated Care Pte. Ltd.
4. **Non-disclosure and Non-use Obligations**. Each of the Parties, as Recipient, hereby promises and agrees to receive and hold Confidential Information in confidence, and to protect and safeguard Confidential Information against unauthorized use, disclosure, dissemination, distribution, and/or publication. The Recipient shall use at least the same degree of care as Recipient accords to its own confidential information of like importance, but in no case less than reasonable care to protect and safeguard Confidential Information. Without limiting the generality of the foregoing, each Party, as Recipient, further promises and agrees, unless it has obtained the Discloser’s prior written consent:
   1. to keep and maintain the Discloser’s Confidential Information in a safe and secure location;
   2. not to, directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any Confidential Information to any third party (subject to Section 2 above);
   3. not to use any Confidential Information in any manner whatsoever, except in furtherance of the Purpose in accordance with this Agreement;
   4. to restrict access to Confidential Information to those of its and its Affiliates’ officers, directors and employees who have a legitimate need-to-know to carry out the Purpose and who are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; and
   5. not to reproduce or copy Confidential Information except to the extent necessary to further the Purpose.

Furthermore, the existence of any business negotiations, discussions or agreements in progress between the Parties shall be kept confidential and shall not be disclosed without written approval of all the Parties. Each Party shall be liable for any failure of its Affiliates to abide by the provisions of this Agreement as if such failure was the act or omission of Recipient.

1. **Exclusions from Obligations**. Confidential Information does not include, and the obligations under Section 4 shall not apply to, information that such Recipient can evidence: (a) is, or later becomes, publicly available through no act or default of Recipient; (b) is rightfully in its possession prior to disclosure to Recipient by Discloser, as shown by the Recipient’s files and records prior to the date of disclosure; (c) is received in good faith by Recipient from a third party, free of any obligation of confidentiality at the time of its acquisition; (d) was communicated by such Discloser to an unaffiliated third party on an unrestricted basis; or (e) is independently developed through persons who have not had, either directly or indirect, access to or knowledge of the Discloser’s Confidential Information.
2. **Legally Required Disclosure.** A disclosure by Recipient of Confidential Information of another Party in response to a valid order by a court or governmental body or as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, such Recipient shall:
   1. provide prompt prior written notice thereof to Discloser and permit such Discloser to seek measures to maintain the confidentiality of its Confidential Information (including seeking a protective order and/or waiving the duty of non-disclosure);
   2. only disclose the Discloser’s Confidential Information to such extent as is necessary for such compliance; and
   3. use its best endeavours to ensure that any person who receives the information keeps such information confidential and does not use it except for the purpose for which the disclosure is made.

Any disclosure made pursuant to this Section 6 shall not, in and of itself, change the status of disclosed information as Confidential Information under the terms of this Agreement.

1. **Ownership of Confidential Information**. Confidential Information (including any copies or extracts) disclosed by Discloser shall remain the property of such Discloser, and no license or other rights to such Discloser’s Confidential Information is granted or implied hereby except those expressly set out in this Agreement. Recipient shall reproduce the symbols, legends or other proprietary notices affixed to Confidential Information, and shall not, nor permit any third party to, remove, add or modify the same.
2. **Return of Confidential Information.** Recipient shall, upon termination of this Agreement, or upon written request of Discloser, whichever is earlier, immediately, but not later than 10 days after any notice thereof by Discloser:
   1. return or destroy, at Discloser’s option, all copies of such Discloser’s Confidential Information, regardless of the media in which the Confidential Information is contained, including those stored in digital, analogue, magnetic, electronic, audio or visual format; and
   2. certify in writing that it has destroyed all copies of the Discloser’s Confidential Information and that Recipient does not have any more Confidential Information belonging to the Discloser.

Notwithstanding the above, each Party shall be able to retain such copies of Confidential Information in accordance with its standard document retention policies (for HPB, this would include such documentation retention policies in relation to tender evaluation process or procurement process) or if required by law.

1. **No Reverse Engineering**. No Party, as Recipient, will decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by Discloser in writing.
2. **Independent Development.** This Agreement shall not preclude or limit the independent development by or on behalf of any Party of any products or systems involving technology or information of a similar nature to that disclosed hereunder or which compete with products or systems contemplated by such information, provided that it is done without use of or reliance upon the other Party’s Confidential Information.
3. **No Warranty**. Confidential Information is provided “AS IS” and “AS AVAILABLE” without any warranty or representation, express, implied or otherwise, regarding such Confidential Information. Nothing herein shall be construed as a commitment by any Party to disclose any Confidential Information, to commence or continue negotiations or to enter into any contract or business relationship. Neither this Agreement, nor the disclosure or receipt of Confidential Information, shall constitute or imply any promise or intention by any of the Parties or their Affiliates to develop, make, purchase or sell any present or future products or services. Each Party shall bear its own fees, costs and expenses incurred in carrying out, or otherwise in relation to, this Agreement.
4. **Sub-Contractors**. Except for Affiliates (as set out in Section 2 above), should Recipient determine that third parties to this Agreement (“**Sub-contractors**”) are required to fulfill its requirements for the Purpose, and such Sub-contractors may require access to Discloser’s Confidential Information, then:
   1. Recipient must obtain prior written permission of Discloser to disclose such Confidential Information to the Sub-contractor; and
   2. Recipient will enter into a confidentiality agreement with such Sub-contractor that is at least as restrictive as the confidentiality requirements of this Agreement, and provide Discloser with written confirmation of the establishment of such agreement; and
   3. Recipient shall remain fully responsible for any legal liability that may result from any action of such Subcontractors and indemnify Discloser against any and all losses, damages, claims or expenses, including reasonable attorneys’ and witness’ fees, incurred or suffered by Discloser as a result of such Sub-contractor’s disclosure of Discloser’s Confidential Information.
5. **Term and Termination**. This Agreement shall be effective from the Effective Date and shall continue for a one (1) year period, provided that either Party may terminate this Agreement for any or no reason upon 10 days’ written notice to the other Party. However, any termination of this Agreement shall not relieve Recipient of its confidentiality and use obligations with respect to Confidential Information disclosed prior to the date of such termination. Except for the right to use Confidential Information for the Purpose, which right terminates when this Agreement terminates, Recipient’s duty to protect Discloser’s Confidential Information expires 1 year from the date of termination or expiry of this Agreement pursuant to this Section. Sections 7 (Ownership of Confidential Information), 8 (Return of Confidential Information), 9 (No Reverse Engineering), 12(c) (Sub-Contractors), 13 (Term and Termination), 16 (Remedies) and 20 (Law and Jurisdiction) shall survive any termination of this Agreement.
6. **Contacts**. All notices, documentation and communications shall be in English and sent by personal delivery, pre-paid registered mail, overnight courier, or facsimile transmission, to the relevant address set out below and shall be deemed to have been given on the date of receipt.

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| **XXX Co., Ltd.**  Name: xxx  Address: xxx  Phone: +xx xxxx xxxx  E-mail: xxx@xxx.com | **Health Promotion Board**  Attention to: HPB-C&T Team  Address: 3 Second Hospital Avenue  Singapore 168937  E-mail: HPB\_CFC@hpb.gov.sg |

1. **Remedies**. Each Party acknowledges that any disclosure, use or misappropriation of Confidential Information of another Party in violation of this Agreement would cause such Party irreparable harm for which there may be no adequate remedy at law. Accordingly, each Party agrees that such other Party shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to and not in lieu of or limitation of any remedies available to it at law or in equity.
2. **Assignment**. Save for Affiliates of HPB, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Unless expressly provided herein, no Party shall be entitled to assign, transfer, sub-license, sub-contract or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of all the Parties, and any attempt to do so without such consent shall be void.
3. **No Waiver**. No claim, right or remedy of a Party under this Agreement shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a Party in enforcing any of the provisions of this Agreement shall prejudice, affect or restrict the rights of that Party under this Agreement, nor shall any waiver by a Party of a violation of this Agreement operate as a waiver of any subsequent or continuing violation.
4. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
5. **Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of Singapore. Except for disputes which are to be referred to arbitration pursuant to this Section 19, the Parties submit themselves to the non-exclusive jurisdiction of the Courts of Singapore. The Parties agree that any disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be referred to and finally resolved by arbitration to be held in Singapore, conducted in English and in accordance with the Rules of the Singapore International Arbitration Centre for the time being in force (the “**SIAC**”) as the same may be amended from time to time. In the extent that the SIAC Rules conflict with this Section 19, the provisions of this Section 19 shall prevail. Unless otherwise agreed between the Parties, there shall be one (1) arbitrator, who must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation as defined in Section 6 of the Companies Act (Cap. 50) of either Party. The arbitral award shall be final and binding on the Parties. Judgment on the arbitration award may be rendered in any court of competent jurisdiction. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence. For the avoidance of doubt, it is agreed that nothing in this Section 19 shall prevent a Party from seeking urgent relief for the remedies set out in Section 15 (Remedies).
6. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements whether written or oral made by or on behalf of one Party to the other of any nature whatsoever or contained in any other document given by one Party to the other concerning such subject matter. This Agreement may not be amended or modified except in writing signed by each of the Parties to this Agreement. The English language text of this Agreement shall prevail over any translations thereof.
7. **Electronic Signature.** The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic mail communications in pdf format, and pdf copies of executed signature pages shall be binding as originals.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

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| For and on behalf of  **XXX Co., Ltd.**    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Authorized Signature*    Name: xxx  Title: xxx  Date: | For and on behalf of  **Health Promotion Board**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Authorized Signature*  Name: Yeo Khan Tze  Title: Deputy Director (Innovation Office),  Health Promotion Board  Date: |