

DATED 10TH NOVEMBER 2021

BETWEEN

THOMSON MEDICAL PTE. LTD.

AND

Input your company name.

NON-DISCLOSURE AGREEMENT

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CONFIDENTIAL

THIS NON-DISCLOSURE AGREEMENT (the "**Agreement**") is entered into on the fourteen day of August 2020

BETWEEN:

- (1) **THOMSON MEDICAL PTE. LTD.** (Company Registration Number: 197702660R), a company incorporated in Singapore and having its registered address at 339 Thomson Road, Thomson Medical Centre, Singapore 307677 (the "**TMPL**"); and
- (2) **Input your company name.** (Company Registration Number: [_____]), a company incorporated in Singapore and having its registered address _____ ("**company name abbreviation**"),

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

WHEREAS:

The Disclosing Party has agreed to provide the Receiving Party with certain Confidential Information (as defined below), on the terms and subject to the conditions of this Agreement.

IT IS HEREBY AGREED as follows:

In consideration of the Disclosing Party supplying the Confidential Information (as defined below) to the Receiving Party and the mutual covenants and promises herein contained, each of the Parties undertakes and agrees as follows:

1. DEFINITIONS AND INTERPRETATION

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" means, all information, of whatever nature, supplied to the Receiving Party or its Authorised Recipients by or on behalf of the Disclosing Party relating wholly or partly to the Disclosing Party Group, whether orally, in writing or in any other form or medium and whether before or after the date of this Agreement (including but not limited to information concerning the Disclosing Party's business, business strategy, assets, affairs, employees, customers and suppliers, intellectual property and industrial, marketing or commercial information relating to or developed in connection with or in support of the Disclosing Party's business), together with all analyses, memoranda or other documents or information which contain or reflect or are generated from such information;

"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).

“TMG” means Thomson Medical Group Limited, the ultimate holding company of TMPL.

2. DUTY OF CONFIDENTIALITY

- 2.1 The Receiving Party shall hold the Confidential Information in strict confidence and will not disclose, copy, reproduce or distribute any of it or otherwise make it available to any person other than an Authorised Recipient (on condition that they will not disclose, copy, reproduce, distribute or otherwise make it available to any other person who is not an Authorised Recipient) or otherwise without the Disclosing Party's specific prior written approval (which may be withheld in the Disclosing Party's absolute discretion).
- 2.2 The Receiving Party shall, and shall procure that its Authorised Recipients shall, use the Confidential Information solely for the purpose of the discussions between the Parties and for no other purpose.
- 2.3 The Receiving Party shall ensure that each Authorised Recipient to whom Confidential Information is disclosed is made aware of (in advance of disclosure), and adheres to, the terms of this Agreement.
- 2.4 The Receiving Party shall, and shall procure that each Authorised Recipient shall, use no lesser security measures and degree of care than those which the Receiving Party would apply to its own confidential information to keep the Confidential Information securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means).
- 2.5 If so required by the Disclosing Party, the Receiving Party shall promptly identify the location(s) at which any Confidential Information provided by the Disclosing Party or any of its Connected Persons is kept. The Receiving Party shall, and shall procure that each Authorised Recipient shall, notify the Disclosing Party as soon as practicable upon becoming aware that any Confidential Information has been disclosed to or obtained by a third party (otherwise than as permitted by this Agreement).
- 2.6 The Receiving Party shall be responsible for any breach of the terms of this Agreement by any Authorised Recipient.
- 2.7 The Receiving Party shall apply for any Confidential Information it requires, and shall direct enquiries concerning any Confidential Information supplied, only to THOMSON MEDICAL PTE. LTD. or such other representative(s) of the Disclosing Party as the Disclosing Party may subsequently notify to the Receiving Party.

3. NON-SOLICITATION

The Receiving Party hereby undertakes that the Receiving Party shall not, either on its own behalf or for any other person, directly or indirectly:

- (a) endeavour to entice away from the Disclosing Party Group any person who is an employee of the Disclosing Party Group or otherwise encourage any such employee to breach his service contract; or
- (b) approach, canvass, solicit or otherwise endeavour to entice away any person who shall be an employee of the Disclosing Party Group with a view to the specific knowledge or skills of such person being used by or for the benefit of any person carrying on business in competition with the business carried on by the Disclosing Party Group.

4. EXCEPTIONS

The undertakings in Clause 2 above shall not apply to Confidential Information which:

- (a) at the time of supply is in the public domain;
- (b) subsequently comes into the public domain, except through breach of the obligations set out in this Agreement or through breach of any other duty of confidentiality relating to that Confidential Information, in each case by the Receiving Party or its Authorised Recipients;
- (c) is already in the Receiving Party's lawful possession or that of an Authorised Recipient (as evidenced by written records);
- (d) subsequently comes lawfully into the possession of the Receiving Party from a third party who does not owe the Disclosing Party or any of its Connected Persons an obligation of confidence in relation to it; or
- (e) is required to be disclosed by law, regulation, listing rules or any governmental or competent regulatory authority (including stock exchanges), Provided that the Receiving Party shall:
 - (i) to the extent reasonably practicable, consult in advance with the Disclosing Party on the proposed form, timing, nature and purpose of the disclosure;
 - (ii) use its reasonable efforts to secure the confidential treatment of the Confidential Information; and
 - (iii) not effect any disclosure that is more extensive than required by the said law, regulation, listing rules or any governmental or competent regulatory authority (including stock exchanges).

5. PUBLIC STATEMENTS

- 5.1 Both Parties shall not, without the other Party's prior written consent, reveal to any person other than an Authorised Recipient or otherwise, make any press or other public statements (including announcements and press releases) in connection with the discussions between the Parties, this Agreement or that Confidential Information has been provided.
- 5.2 The restrictions in Clause 5.1 above will not apply if, and to the extent that, any press or other public statements (including announcements and press releases) is required by law, regulation, listing rules or any governmental or competent regulatory authority (including stock exchanges), Provided that the Receiving Party shall to the extent reasonably practicable, consult in advance with the Disclosing Party on the proposed form, timing, nature and purpose of the press or other public statements (including announcements and press releases).

6. RETURN / DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1 Upon the written request of the Disclosing Party, the Receiving Party shall, and shall procure that the Authorised Recipients shall, take all reasonable steps immediately at the cost and expense of the Receiving Party to:
- (a) return to the Disclosing Party (without keeping any copies) all documents containing Confidential Information or relating to the discussions between the Parties, whether or not in the possession of the Receiving Party;
 - (b) destroy all copies of any analyses, memoranda or other documents derived from Confidential Information, whether or not in the possession of the Receiving Party; and
 - (c) expunge all Confidential Information from any computer, word processor or other device containing Confidential Information and belonging to the Receiving Party, its Authorised Recipients or any other person in which it is held.
- 6.2 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.

7. NO REPRESENTATION OR WARRANTY

- 7.1 The Receiving Party acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that no representation or warranty has been or will be made by the Disclosing Party or any of its Connected Persons as to the accuracy, reliability or completeness of any Confidential Information supplied to the Receiving Party or its Authorised Recipients.
- 7.2 The Receiving Party acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that neither the Disclosing Party nor any of its Connected Persons shall:
- (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 Authorised Recipients; or
 - (b) be under any obligation to provide further Confidential Information, update any Confidential Information or correct any inaccuracies in any Confidential Information.
- 7.3 Save as expressly set out in this Agreement, the Receiving Party acknowledges and agrees on its own behalf and on behalf of its Authorised Recipients that neither the Disclosing Party nor any of its Connected Persons shall have any duty of care to the Receiving Party or its Authorised Recipients or to any other person.

8. INSIDER DEALING

- 8.1 **company name abbreviation** acknowledges and agrees that some or all of the Confidential Information disclosed by TMPL may constitute inside information and/or price sensitive information and/or material non-public information relating to the securities of TMG and that accordingly provisions of applicable securities laws may restrict or prohibit the use and/or disclosure of such Confidential Information.
- 8.2 **company name abbreviation** agrees and undertakes with TM 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. GENERAL

- 9.1 Without affecting any other rights or remedies that members of the Disclosing Party Group may have, the Receiving Party acknowledges that the Disclosing Party Group or any of its members may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not necessarily be an adequate remedy. Accordingly, members of the Disclosing Party Group, as appropriate, shall be entitled to the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of its terms, and no proof of special damages will be necessary to enforce this Agreement.
- 9.2 The Receiving Party acknowledges and agrees that the obligations set out in this Agreement will survive completion of discussions between the Receiving Party and the Disclosing Party.
- 9.3 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 Authorised Recipients under this Agreement.
- 9.4 Any applications for consent from or notifications to the Disclosing Party in relation to this Agreement should be made in writing and addressed to the Disclosing Party at the recipient's address for notices set out below, and marked for the attention of the person (if any), from time to time designated by the Disclosing Party. The initial addresses and email addresses of the Parties for the purposes of this Agreement are as follows:

THOMSON MEDICAL PTE. LTD.:

Attention : Raymond Ow
Address : 339 Thomson Road
Thomson Medical Centre
Singapore 307677
E-mail : Raymondo@thomsonmedical.com

Attention : Justin Chia
Address : 339 Thomson Road
Thomson Medical Centre
Singapore 307677
E-mail : Justinchia@thomsonmedical.com

Input your company name.

Attention : ■
Address : ■
E-mail : ■

- 9.5 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of it or of any other right, power or privilege under this Agreement or otherwise.

- 9.6 The terms of this Agreement may not be varied or terminated without the prior written consent of the Parties.
- 9.7 Save that any of the Disclosing Party's Connected Persons may enforce the terms of this Agreement against the Receiving Party, nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore and any re-enactment thereof, the application of which legislation is hereby expressly excluded.
- 9.8 The terms of this Agreement are confidential and the Receiving Party shall not, and shall procure that its Authorised Recipients shall not, disclose the terms of this Agreement to third parties without the written consent of the Disclosing Party, except to the extent required by a court or regulatory agency of competent jurisdiction.
- 9.9 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing as separate counterparts. 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.
- 9.10 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, negotiations and understandings, whether oral or written.
- 9.11 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.
- 9.12 Save as provided in this Agreement, none of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of all the Parties.
- 9.13 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore, and the Parties irrevocably hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

THOMSON MEDICAL PTE. LTD.

SIGNED by)
Tan Zing Yuen)
 For and on behalf of)
THOMSON MEDICAL PTE. LTD.)
) _____

Input your company name.

SIGNED by)
 _____)
 For and on behalf of)
Input your company name.)
) _____