

## NON-DISCLOSURE UNDERTAKING

This undertaking is dated \_\_\_\_\_ (*insert date*), and is made by \_\_\_\_\_ (*insert company name*) (UEN \_\_\_\_\_), a company incorporated in Singapore with its registered office at

\_\_\_\_\_  
(*insert address*) (the “**Company**”).

CHANGI GENERAL HOSPITAL PTE LTD (the “**Institution**”) has issued a ITQ/RFP/RFI/Tender (Ref no. / Project Title) on \_\_\_\_\_ (*insert date*) (“**ITQ/RFP/RFI/Tender**”) (please delete as applicable). In order to respond to the ITQ/RFP/RFI/Tender (the “**Purpose**”), the Company may have access to Confidential Information (as defined below) of Institution and/or its Related Corporations (as defined in Section 6 of Companies Act (Cap. 50)) (collectively, the “**Group**”).

The parties therefore agree as follows:

### 1. CONFIDENTIAL INFORMATION

Confidential Information means all information (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 Company from the Institution or a third party acting on the Institution’s behalf, and includes ideas, concepts, know-how, formulae, designs, specifications, forecasts, strategies, and all other information relating to Institution or the Group.

### 2. OBLIGATIONS OF THE COMPANY

2.1 The Company shall keep the Confidential Information confidential, and shall not disclose Confidential Information in whole or in part to any third party without the prior written consent of the Institution. The Company shall use Confidential Information solely for the Purpose.

2.2 The Company may disclose the Confidential Information to those of its employees, and personnel, agents and contractors who need to know the Confidential Information for the Purpose (the “**Representatives**”), on condition that:

- (a) it informs the Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it ensures that its Representatives will, in relation to any Confidential Information disclosed to them, comply with the obligations stated in this clause as if they were a party to this undertaking,

and at all times, it is liable for the failure of any Representatives to comply with the obligations stated in this clause.

- 2.3 In respect of Confidential Information, the Company shall exercise, and ensure that its Representatives exercise, at least the same degree of care that it exercises with respect to its own confidential information of like and in any event no less than reasonable care.
- 2.4 The Company shall:
- (a) make copies of the Confidential Information only to the extent that the same is required for the Purpose; and
  - (b) at the Institution's request made at any time, deliver to the Institution all documents and other materials in the possession, custody or control of the Company or its Representatives that bear or incorporate any part of the Confidential Information.
- 2.5 If the Company is uncertain as to whether any information is Confidential Information, the Company shall treat the information as if it were Confidential Information and not being in the public domain, unless the Institution agrees in writing that the information is in the public domain.
- 2.6 The Company shall immediately notify the Institution of any unauthorised disclosure or use of Confidential Information of which the Company becomes aware and will take all steps which the Institution may require in relation to such unauthorised disclosure or use.

### 3. EXCEPTIONS

- 3.1 The obligations in this undertaking will not apply to any Confidential Information that:
- (a) is in the public domain or subsequently falls within the public domain, through no act or failure to act on the part of the Company;
  - (b) is in the Company's possession on a non-confidential basis before disclosure by the Institution;
  - (c) is rightfully obtained from third persons without any restriction as to use and disclosure and who are not subject to similar confidentiality obligations by the Group at the time of disclosure; or
  - (d) the Institution has agreed in writing may be disclosed.
- 3.2 The Company may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, on condition that:
- (a) to the extent it is legally permitted to do so, it gives the Institution as much notice of such disclosure as possible; and
  - (b) where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Institution in relation to the content of such disclosure.

#### 4. INJUNCTIVE RELIEF AND INDEMNITY

- 4.1 The Company acknowledges that the Institution, the Group or both may suffer financial and other losses and damages if the Confidential Information were disclosed to any other person or used for any purpose other than for the Purpose, and monetary damages would be an insufficient remedy.
- 4.2 The Company acknowledges that, in addition to any other remedy which may be available in law or equity, the Institution is entitled to injunctive relief to prevent a breach of this undertaking.
- 4.3 The Company shall render all assistance to the Institution in any action or proceeding, and shall indemnify and hold the Institution harmless against all costs, expenses, losses, liabilities, fees, charges, damages, claims, actions and proceedings (including legal costs on a full indemnity basis) arising from the Company's breach of this undertaking.

#### 5. GENERAL

- 5.1 No modification of this undertaking will be effective unless it is in writing and signed by both parties.
- 5.2 No waiver of any rights arising under this undertaking will be effective unless it is in writing and signed by the party against whom the waiver is enforced. No waiver of any breach of this undertaking will be deemed to be a waiver of any other or subsequent breach.
- 5.3 If any term of this undertaking is held to be invalid, illegal or unenforceable, the remaining terms of this undertaking will remain in effect, and the invalid, illegal or unenforceable terms will be deemed not to be part of this undertaking.
- 5.4 The Company shall not assign any of its obligations in this undertaking without the prior written consent of the Institution.
- 5.5 Save for the Institution's Related Corporations (as defined in Section 6 of Companies Act (Cap. 50)), any person who is not a party to this undertaking will have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this undertaking or any of its terms.
- 5.6 The Institution reserves all rights in the Confidential Information. No rights or obligations in respect of the Confidential Information other than those expressly stated in this undertaking are granted to the Company, or to be implied from this undertaking. The Company shall do all things and take all action necessary to ensure the observance of this undertaking, including but not limited to taking all necessary steps or actions with regard to its Representatives.

#### 6. NO WARRANTIES OR COMMITMENT

- 6.1 All Confidential Information is disclosed on an "AS IS" basis. Unless specifically agreed in writing, the Institution makes no warranty as to the completeness, value or accuracy of the Confidential Information. The Institution will not be liable to the Company for any expenses, losses or damages incurred by, or action taken against, the Company, in reliance on the Confidential Information.

6.2 The disclosure and receipt of the Confidential Information in this undertaking will not create any obligation or expectation on the part of the Institution to enter into any commitment or relationship with the Company.

7. EFFECTIVENESS AND DATE

This undertaking will become effective after the Company has signed it. The date of this undertaking will be the date stated in the introductory clause of this undertaking.

8. GOVERNING LAW AND JURISDICTION

This undertaking will be governed by and construed in accordance with the laws of Singapore, and the parties hereby submit to the jurisdiction of the courts of Singapore.

The Company is signing this undertaking on the date stated in the introductory clause.

\_\_\_\_\_  
Signature & Stamp

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_