

21 October 2025

Re: Non-Disclosure Agreement for RFP RC25MM06

Dear Sir/Mdm,

1. In order to allow your company (the "Company") to evaluate and to tender for Request for Proposal RC25MM06 on the PROVISION OF CLIENT MANAGEMENT SYSTEM FOR REN CI SENIOR CARE CENTRES (provisioning of "Article" and/or "Service" henceforth will be collectively referred to as the "Services"), it may be necessary for Ren Ci Hospital ("RCH") to disclose to the Company certain proprietary information of RCH, including financial, operations, marketing, computer programs, documentation, data, trade secrets, systems, methodology, know-how, and other commercial knowledge, techniques, specifications, plans and information, relating to RCH, its affiliates and their respective operations, customers and finances (the "Proprietary Information").
2. In consideration of receiving such disclosures, the Company agrees to use the same degree of care as it uses for its own confidential information, and not less than a reasonable degree of care, to keep confidential and not to disclose to any third party any Proprietary Information marked as "proprietary" or "Confidential", or which otherwise, under all the circumstances, ought reasonably to be treated as confidential or proprietary hereunder. Proprietary Information shall not, however, include information that
 - (a) was known by the Company at the time it was received or is hereafter independently developed by the Company without reference to any Proprietary Information;
 - (b) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Company;
 - (c) is made known to the Company by a third person who does not impose any obligation of confidence on the Company with respect to such information;
 - (d) is approved for disclosure by prior written consent of RCH, or
 - (e) is required to be disclosed pursuant to governmental authority, law regulation, duly authorised subpoena or court order, or professional requirements, whereupon the Company shall provide notice to RCH prior to such disclosure, unless prohibited by law or regulation from doing so.
3. The Company shall disclose or reveal the existence or the content of any Proprietary Information only to those of its partners and employees who are involved in the tender with RCH, and who have been informed to hold such Proprietary Information in confidence in accordance with the non-disclosure and confidentiality obligations hereof.
4. The Company shall cause its directors, agents, employees, servants, representatives, consultants, independent contractors and professional advisors involved in the tender of the Services to observe and be similarly bound by the terms of this agreement. The Company as principal party shall be responsible and held liable for any breach of this agreement by its directors, agents, employees, servants, representatives, consultants, independent contracts and professional advisors.
5. The Company shall use the Proprietary Information only for purposes of the tender. Upon the termination or expiration of this Agreement for any reason without a definitive agreement between the parties for the performance of the Services, the Company shall return to RCH any document or material in tangible form in its possession comprising Proprietary Information and shall destroy any document or other material in intangible form that contains Proprietary Information.

6. The above obligations shall expire upon the engagement of the Company to provide the Services, in which case they will be superseded by a separate written agreement.
7. The Company shall comply with all its obligations under the PDPA at its own cost.
8. The Company shall only process, use or disclose RCH Personal Data:
 - (a) strictly for the purposes of fulfilling its obligations and providing the services required under this Contract;
 - (b) with the RCH's prior written consent; or
 - (c) when required by law or an order of court, but shall notify the RCH as soon as practicable before complying with such law or order of court at its own costs.
9. The Company shall not transfer RCH Personal Data to a place outside Singapore without the RCH's prior written consent.
10. If the RCH provides consent, the Company shall provide a written undertaking to the RCH that the RCH Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If the Company transfers RCH Personal Data to any third party overseas, the Company shall procure the same written undertaking from such third party.
11. The Company shall protect RCH Personal Data in the Company's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent:
 - (a) unauthorized or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of RCH Personal Data, or other similar risks; and
 - (b) the loss of any storage medium or device on which personal data is stored.
- 12.1 For the purposes of this Contract, "reasonable security arrangements" include arrangements set out below (which shall not be varied without the Customer's prior written consent):
 - (a) Requiring employees to be bound by confidentiality obligations in their employment contracts;
 - (b) Implementing policies and procedures regarding confidentiality obligations;
 - (c) Conducting regular training sessions for staff to impart good practices in handling personal data and strengthen awareness of threats to security of personal data; and
 - (d) Ensuring that only the appropriate amount of personal data is held, as holding excessive data will also increase the efforts required to protect personal data.
 - (e) Marking confidential documents clearly and prominently;
 - (f) Storing confidential documents in locked file cabinet systems;
 - (g) Restricting employee access to confidential documents on a need-to-know basis;
 - (h) Proper disposal of confidential documents that are no longer needed, through shredding or similar means;
 - (i) Implementing an intended mode of delivery or transmission of personal data that affords the appropriate level of security;
 - (j) Marking confidential documents clearly and prominently;
 - (k) Storing confidential documents in locked file cabinet systems;

13. The Company shall provide the RCH with access to the RCH Personal Data that the Company has in its possession or control, as soon as practicable upon RCH's written request.
14. Where the RCH provides RCH Personal Data to the Company, the RCH shall make reasonable effort to ensure that the RCH Personal Data is accurate and complete before providing the same to the Company. The Company shall put in place adequate measures to ensure that the RCH Personal Data in its possession or control remain or is otherwise accurate and complete. In any case, the Company shall take steps to correct any errors in the RCH Personal Data, as soon as practicable upon the RCH's written request.
15. The Company shall not retain RCH Personal Data (or any documents or records containing RCH Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Contract.
16. The Company shall, upon the request of the RCH:
 - (a) return to the RCH, all RCH Personal Data; or
 - (b) delete all RCH Personal Data in its possession,and, after returning or deleting all RCH Personal Data, provide the RCH with written confirmation that it no longer possesses any RCH Personal Data. Where applicable, the Company shall also instruct all third parties to whom it has disclosed RCH Personal Data for the purposes of this Contract to return to the Company or delete, such RCH Personal Data.
17. The Company shall immediately notify the RCH when the Company becomes aware of a breach of any of its obligations in Clauses 7 to 17.
18. The Company shall indemnify the RCH and its officers, employees and agents, against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis), in respect of:
 - (a) the Company's breach of Clauses 7 to 17; or
 - (b) any act, omission or negligence of the Company or its subcontractors that causes or results in the Company being in breach of the PDPA.
19. If no engagement with the Company is entered into, the Company shall return to RCH all documents and materials (and all copies thereof including any electronic versions thereof) containing RCH's Proprietary Information and certify in writing to RCH that it has complied with these requirements within one month of completion of the purpose for which the evaluation of the Services is to be performed. If such Proprietary Information resides in any of the Company's platform in electronic format, such information must be completely purged and deleted from the Company's system and no retention copies shall be allowed in any form whatsoever. Notwithstanding the completion of the evaluation of the Services or return of the documents and materials as aforesaid, the Company shall continue to be bound by the obligations under this agreement without limitation in time.
20. This Agreement shall not obligate RCH to engage the Company, or obligate the Company to submit a proposal, to perform the Services.

21. The Company acknowledges that any breach by it of its obligations under this Agreement could cause substantial and irreparable harm to RCH and that, in such case, money damages would be an inadequate remedy therefor. Accordingly, the Company acknowledges and agrees that RCH would be entitled in addition to any other available remedies to seek an injunction, specific performance and/or equitable relief to prevent any such breach.
22. The provisions of this Agreement shall be governed by and construed in accordance with the laws of Singapore and the parties submit to the exclusive jurisdiction of the Courts of Singapore.
23. If the terms of this Agreement are acceptable, please sign and return a scanned copy of the executed Agreement via email to RCH.

Very truly yours,

AGREED TO AND ACCEPTED BY:

REN CI HOSPITAL

Name:

Title:

For and on behalf of:

Company Name:

Company Address:

Company Stamp: