

Non-Disclosure Agreement

This Agreement is made on [•] and entered into between

- (A) [The Great Eastern Life Assurance Company Limited (Company Registration No.:190800011G)], a company incorporated under the laws of Singapore and having its registered office at 1 Pickering Street #16-01 Singapore 048659 (and which shall include its successors and assigns) of the one part (“[GE Life]”); and
- (B) [Name of the Company] (Company Registration No.: [•]), a company incorporated under the laws of Singapore and having its registered office at [•] (and which shall include its successors and assigns) of the other part (“[•]”);

(collectively referred to hereinafter as “Parties” and individually a “Party”).

WHEREAS:

- (A) This Agreement provides for the disclosure by GE Life (“the Disclosing Party”) to [Name of the Company] (“the Receiving Party”) of information which is deemed confidential by the Disclosing Party.
- (B) It is understood and agreed that the Confidential Information provided by the Disclosing Party will be reviewed and used solely for the Healthcare-Insurance Industry Pilot (“the Project”).

NOW IT IS HEREBY AGREED between the parties as follows:

1. “Affiliate” means, in relation to each Party, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified. For the purposes of this definition the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
2. “Confidential Information” means any information at any time and from time to time supplied by the Disclosing Party and/or its Affiliates to the Receiving Party and/or its Authorised Persons (as defined below) including, but is not limited to, Personal Data, all information of a commercial, technical or financial nature relating to the Disclosing Party and/or its Affiliates which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, intellectual property right, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of Disclosing Party and/or its Affiliates, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items. Personal Data shall have the same meaning as set out in the Personal Data Protection Act (Act No. 26 of 2012) of Singapore.
3. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity:-
 - (a) any of the Confidential Information disclosed by the Disclosing Party and/or its Affiliates;
 - (b) that discussions are taking place between the Parties concerning the Project nor the status, terms, conditions or other facts concerning such discussions or the

existence of the Project and/or the discussions between the Parties concerning the Project; and

- (c) the identity of any Party whether by name or by any identifiable description in connection with the Party's participation in the Project;

except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party shall exercise the same degree of care to guard against disclosure or misuse of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care (save as such higher standard as may be prescribed elsewhere in this Agreement) and in compliance with all applicable laws and regulations.

4. The Receiving Party shall:

- (a) employ a high standard of care and diligence in securing its office premises, information processing facilities and information systems that process or store Confidential information.
- (b) transfer Confidential Information through encrypted channels or encrypt Confidential Information that is transferred via email, network and portable/backup devices including laptops, in accordance with the Disclosing Party's encryption standards as set out below or such other encryption standards which are not lower than the standards as set out below:

Methods of transfer	Encryption Standards
Portable Media	Content must be encrypted using AES 256 bit with 8 character password.
Network or Electronic Mail (E-Mail)	<ul style="list-style-type: none">• Connection is encrypted with TLS 1.2 or SFTP.• Third party's server has been security tested and hardened, and protected by firewall.

- (c) not use unsafe insecure internet services such as social media sites, cloud-based internet storage sites and web-based emails to communicate or store Confidential Information, unless such internet services comply with ISO 27001 (for information security) and/or ISO 27017 (for cloud services), where applicable, and have been assessed and approved by the Receiving Party's management for enterprise use.

5. The Receiving Party shall make the Confidential Information disclosed by the Disclosing Party available only to those of its employees, officers, directors, agents, advisors or any persons employed by the Receiving Party and/or involved in the Project having a "need to know" in order to carry out the purposes of this Agreement ("**Authorised Person(s)**"). The Receiving Party shall keep the Disclosing Party informed of the identity of its Authorised Persons upon request. Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of the Project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

6. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same is:

- (a) in or enters the public domain, other than by breach of this Agreement; or

- (b) known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or
 - (c) is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
 - (e) is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law provided that the Receiving Party shall first obtain the Disclosing Party's consent to the contents of such disclosure prior to making of the same.
7. The Receiving Party shall procure that each of its Authorised Person(s) to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if he was a party thereto, and shall take all steps available to it to enforce such obligations of confidentiality. The Receiving Party shall be fully responsible for any breach of any of the terms contained herein by it or any of its Authorised Person(s) and shall indemnify and hold the Disclosing Party and each of its Affiliates harmless on demand from and against all claims, demands, liabilities, losses, damages, costs and expenses suffered or incurred by the Disclosing Party and/or any of its Affiliates arising directly or indirectly from a breach of this Agreement by the Receiving Party and/or any of its Authorised Persons.
 8. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analysis, compilations, studies, reports or other documents or materials as are in possession, power or control of the Receiving Party shall be returned to the Disclosing Party and any remaining copies destroyed or expunged by the Receiving Party, when requested by the Disclosing Party. In the event of the destruction of the Confidential Information, the Receiving Party shall certify in writing to the Disclosing Party, within fourteen (14) days, that such destruction has been accomplished. The Receiving Party shall make no further use of nor retain such Confidential Information in any form whatsoever.
 9. The Receiving Party shall inform the Disclosing Party as soon as practicable (which shall not, in any event, be later than one (1) hour from the discovery of the incident) if there is any security incident or security breach that involves the loss, leakage or damage of the Disclosing Party's Confidential Information.
 10. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.
 11. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
 12. The obligation to maintain the confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall survive perpetually from the date of this Agreement.
 13. The Disclosing Party does not warrant that the Confidential Information will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing

- Party does not assume any responsibility or liability nor makes any representation or warranty whatsoever under this Agreement for any consequences of the use of the Confidential Information by the Receiving Party or its Authorised Person(s) or for its accuracy, completeness or sufficiency thereof. Accordingly, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on the Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any particular kind or quantity of information to the Receiving Party.
- 13A. The Receiving Party shall (and shall procure that any of its Authorised Persons) comply with all privacy and data protection laws, rules, regulations and guidelines which are or which may in the future be applicable to the terms of this Agreement.
- 13B. Without prejudice to Clause 4, the Receiving Party shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the privacy and data protection laws: and
- (a) provide the Disclosing Party with such information as the Disclosing Party may require to satisfy itself that the Receiving Party is complying with its obligations under the privacy and data protection laws;
 - (b) promptly notify the Disclosing Party of any breach of the security measures required to be put in place pursuant to this clause; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Disclosing Party in breach of the Disclosing Party's obligations under the privacy and data protection laws.
14. This Agreement is not intended to constitute, create, give effect to, or otherwise recognise a joint venture, partnership or formal business entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.
15. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by licence or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information.
16. This Agreement contains the entire understanding between the Parties with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of all the Parties.
17. Each provision (or part thereof) of this Agreement shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable or invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Agreement.
18. This Agreement shall be governed and construed in all respects in accordance with the laws of Singapore and the Parties shall submit to the exclusive jurisdiction of the Singapore courts. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) ("**Act**") to enforce any

terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

IN WITNESS WHEREOF, this Agreement has been executed on the date and year first above-written.

Signed By

Signed By

Name:

Name:

For and on behalf of
**THE GREAT EASTERN LIFE
ASSURANCE COMPANY LIMITED**

For and on behalf of
[•]