

LETTER OF CONFIDENTIALITY

Date: _____

To: Bidders

Dear Sirs

1. Introduction

You have expressed an interest in being engaged to provide services to Home Nursing Foundation ("**HNF**") in connection with the interior design and renovation of the Senior Care Centre at 35 Hougang Avenue 3, #04-01, Hougang Community Club, Singapore 538840 (the "**Engagement**"). In the course of the preparation for, and over the course of the Engagement, it is anticipated that HNF and/or its Representatives (as defined below) will provide Confidential Information (as defined below) to you and/or your Representatives. In consideration for and as a condition to HNF and/or its Representatives furnishing such Confidential Information to you and/or your Representatives, you agree and undertake to hold and keep the Confidential Information confidential pursuant to the terms of this letter of confidentiality (the "**Letter**").

2. Confidential Information

For the purposes of this Letter:

- (a) "**Confidential Information**" shall mean Personal Data and information which is proprietary or confidential in nature to HNF, or is marked proprietary or confidential, including but not limited to all information (whether transmitted orally, in writing, electronically or in any other form) and documents concerning HNF, its business, affairs, operations, assets, software, marketing plans, dealings, customers, patients, employees, officers and financial and other information of HNF, including without limitation, all information contained in, and documents enclosed with, any introductory document relating to the Engagement provided to you and/or your Representatives and the terms of this Letter.

"**Confidential Information**" does not, however, include information:

- (i) which at the time of disclosure to you or your Representatives is in the public domain;
 - (ii) which, after such disclosure, becomes generally available to the public other than by reason of breach of any of the provisions of this Letter;
 - (iii) which was lawfully in your or your Representatives' possession prior to such disclosure, as evidenced by you or your Representatives' written records and which was not acquired, directly or indirectly, from HNF; or
 - (iv) which is required to be disclosed by law, any competent court or any competent authority;
- (b) "**PDPA**" means the Personal Data Protection Act (No. 26 of 2012 of Singapore);
- (c) "**Personal Data**" has the meaning as defined under the PDPA;
- (d) "**Representative**" means, in relation to any person, such person's subsidiaries and related corporations and their respective directors, officers, employees, agents and advisers; and
- (e) "**subsidiary**" and "**related corporation**" shall have the meanings ascribed to them in

Sections 5 and 6 of the Companies Act (Chapter 50 of Singapore).

3. Undertakings

In consideration of HNF agreeing to make available to you and/or your Representatives Confidential Information to assist you in performing your functions and duties under the Engagement, you, by your acknowledgement and consent to this Letter (signifying your unconditional acceptance of the terms of this Letter) hereby represent, undertake and acknowledge to and agree with HNF as follows:

- (a) you and your Representatives will not (directly or indirectly) now or at any time, permit or cause to be used, any Confidential Information for any purpose other than utilising the Confidential Information exclusively for the purpose of preparing for and carrying out your obligations under the Engagement;
- (b) you shall, and shall procure that each of your Representatives shall, keep the Confidential Information and any information relating to the Engagement in complete confidence;
- (c) you shall not, and shall procure that each of your Representatives shall not, without the prior written consent of HNF, at any time now or hereafter, directly or indirectly, disclose, copy, reproduce, distribute or supply the Confidential Information, in whole or in part, to any other person, or not use any of the Confidential Information, other than for the purpose of preparing for and carrying out your obligations under the Engagement, or use the same to secure a competitive advantage over HNF or cause, suffer or permit to be done any of the foregoing acts;
- (d) notwithstanding anything herein to the contrary, the Confidential Information may only be disclosed to such of the Representatives who are directly concerned with the Engagement on a strictly need-to-know basis with the prior written consent of HNF and who (prior to such disclosure) have read and understand the confidentiality obligations under this Letter. You shall remain liable for the actions or omissions of your Representatives in relation to any Confidential Information as if they were your actions or omissions;
- (e) no announcement of the Engagement or of any discussions, negotiations or other facts with respect to the Engagement or disclosure of any Confidential Information will be made or solicited by you or on your behalf at any time, whether to the public or otherwise, in any place, without the prior written consent of HNF;
- (f) without the prior written consent of HNF, neither you nor your Representatives will, directly or indirectly, initiate or accept or engage in any contact of any kind with the officers, employees, staff, consultants, advisers, clients and customers of HNF;
- (g) no right or licence is granted to you or any of your Representatives in relation to any Confidential Information except as expressly set forth in this Letter;
- (h) the Confidential Information and any copies thereof shall remain the property of HNF and its disclosure shall not confer on you and/or your Representatives rights over the Confidential Information whatsoever beyond those contained in this Letter. Upon the termination or completion of the Engagement for whatever reason, or upon termination of this Letter, you and/or your Representatives shall not make further use of the Confidential Information. Subject to applicable laws, you shall, at the discretion of HNF and immediately on demand by HNF: (i) return, and/or procure to be returned, to HNF all Confidential Information in whatever form (whether prepared by or supplied to you and/or any of your

Representatives or on their respective behalf) in you or your Representatives' possession; and (ii) to the extent practicable, delete and remove all Confidential Information from any database or document retrieval system into which it has been placed. Upon the written request of HNF, you will provide a certificate signed by one of your directors to the effect that all Confidential Information has been returned in accordance with this paragraph and/or has been destroyed and/or removed from any database or document retrieval system into which it has been placed in accordance with this paragraph;

- (i) you acknowledge the competitive value and confidential nature of the Confidential Information and that damage could result to HNF if information contained therein is disclosed to any third party by you or any of your Representatives in breach of this Letter or used by you or any of your Representatives other than for the purpose of preparing for and carrying out its obligations under the Engagement. You further acknowledge that HNF shall be entitled to equitable relief, including an injunction, in the event of any breach or threatened breach of the provisions of this Letter and that you and your Representatives unconditionally agree to waive any rights which you may have to the granting of such relief and you shall not, and shall procure that none of your Representatives shall, oppose the granting of such relief;
- (j) no failure or delay by HNF in exercising any right, remedy, power or privilege under or pursuant to this Letter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege by HNF. The rights provided in this Letter are cumulative and not exclusive of any rights or remedies provided by law;
- (k) while the restrictions contained in the foregoing paragraphs are considered by you to be reasonable in all circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen and accordingly, it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of HNF but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced or the range of activities or areas dealt with thereby were reduced in scope, the said restrictions shall apply with such modifications as may be necessary to make them valid and effective;
- (l) the Confidential Information shall be kept in a secure place at all times and shall be properly protected against theft, damage, loss or unauthorised access; and
- (m) you shall in requesting for Confidential Information make contact only with the following persons (or such other person as HNF may from time to time designate in writing) and not with any other officers or employees of HNF:

Name : Geraldine Cheong

E-mail Address : geraldine.cheong@hnf.org.sg

Contact No : 6854 7728

Name : Lee Soo How

E-mail Address : Soohow.lee@hnf.org.sg

Contact No : 6854 5556

- (n) all Confidential Information delivered to you and/or your Representatives is delivered "as is". You acknowledge that (i) HNF does not have any obligation to provide you with Confidential Information; (ii) HNF does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information; and (iii) HNF shall not be liable to you for any loss or damage resulting from the use of, or reliance on, any of the Confidential Information, except as otherwise agreed in writing between HNF and yourself for the Engagement.

4. Personal Data Protection

To the extent the Confidential Information contains any Personal Data, you and your Representatives shall only use the Confidential Information for the Engagement (the "**Permitted Purpose**") and no other purpose. You further agree and undertake to HNF that all of your Representatives and service providers accessing the Confidential Information in connection with the Engagement are aware of the Permitted Purpose and will not handle any Confidential Information in a manner exceeding the Permitted Purpose. You represent and warrant to HNF that you have at all times complied with and will continue to comply with the requirements of the PDPA in respect of the collection, use, disclosure and other handling of the Confidential Information. In the event that you and/or your Representatives collect, use or disclose the Confidential Information for any purpose outside of the Permitted Purpose, you and/or your Representatives acknowledge and agree that you do so at your own risk and shall be fully responsible for ensuring that all requirements at law relating to the PDPA (whether applicable to you and/or HNF) have been complied with.

5. Term

The Letter takes effect from the date on which you execute the Acknowledgement and Consent to this Letter and shall remain in full force and effect (notwithstanding the completion, abandonment or termination of the Engagement) unless terminated by our mutual agreement.

6. Indemnity

You irrevocably undertake to keep HNF and its Representatives fully and effectively indemnified against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses of whatsoever nature (including but not limited to all legal costs or attorney's fees on a full indemnity basis) that HNF and/or its Representatives may incur or suffer in connection with or arising from any breach (actual or alleged) of this Letter and/or any default by you of your obligations hereunder. The rights of HNF hereunder are in addition to (and not in substitution of) all other rights and remedies available to HNF either at law, in equity, under contract or otherwise, for such breach or threatened breach, including specific performance and recovery of monetary damages.

7. Communications

Each and every communication under this Letter shall be made in writing. Each and every communication to be delivered to you or HNF shall be sent to that party at the electronic mailing address or physical address (as the case may be) and marked for the attention of the person, from time to time designated by that party for the purpose of this Letter. The initial address and electronic mailing address of HNF are:

HNF

Address : Home Nursing Foundation, 93 Toa Payoh Central, Toa Payoh Central Community Building #07-01 S(319194)

E-mail Address : geraldine.cheong@hnf.org.sg

Attention : Geraldine Cheong

Each and every communication made or given by one party to the other in accordance with this Clause shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause;
- (b) if it is sent by prepaid post (air-mail, if international), two (2) days after it is posted; or
- (c) if it is sent by electronic mail, on the day of despatch.

In proving such service it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter (or air-mail letter, as the case may be) or that the electronic mail confirmation indicates the transmission was successful.

8. Assignment

This Letter shall benefit and be binding on HNF and its successors and permitted assigns. You may not assign or transfer all or part of your rights and obligations under this Letter without the prior written consent of HNF.

9. Illegality

The illegality, invalidity or unenforceability of any provision of this Letter under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10. Governing Law

This Letter shall be governed by, and construed in accordance with, the laws of Singapore. You agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

Sincerely,

Name:
Title:
Home Nursing Foundation

ACKNOWLEDGEMENT AND CONSENT

Date : _____

To : Home Nursing Foundation
93 Toa Payoh Central
Toa Payoh Central Community Building, #07-01
Singapore 319194

Attention: Geraldine Cheong / Lee Soo How

We refer to your letter dated _____ (the "**Letter**") and confirm our acceptance and agreement to the matters set out in the Letter. With regard to Clause 6 of the Letter, our initial address and electronic mailing address are as follows:

Address : _____

E-mail Address : _____

Attention : _____

Yours faithfully

Name:
Designation:
For and on behalf of