

Effective Date: 20 Jun 2024

To:

TEMASEK LIFE SCIENCES LABORATORY LTD

1 Research Link
National University of Singapore
Singapore 117604

NON-DISCLOSURE UNDERTAKING

This Non-Disclosure Undertaking is effective as from the Effective Date.

We, (Company Name & Address) Raa-one construction & engineering pte ltd

agree and undertake to **Temasek Life Sciences Laboratory Ltd** (hereinafter “**TLL**”) that in consideration of my participation in the

ITQ for Upgrading of TLL A/BSL3 Facility in Compliance to MOH SS696:2023

(hereinafter “project”) and/or agreeing to release and/or disclose Confidential Information (as hereinafter defined) to us for the purposes of fulfilling our duties and the obligations assigned to us during the course of this project, we will maintain and keep such Confidential Information in strict confidence and we will not retain either the original or any authorized/unauthorized copies of the Confidential Information or use it either immediately or in the future, or disclose it to any third party except as may be expressly authorized by staff of **TLL**.

1. For the purposes of this undertaking, the term “Confidential Information” includes but is not limited to the following of a confidential nature, whether marked as “confidential” or disclosed to us or acquired by us in circumstances implying confidence:
 - 1.1 all information that may be conveyed to us in written, graphic, oral, physical, or electronic form.
 - 1.2 business agreements, pricing information, material information.
 - 1.3 drawings, blueprints, reports, manuals, correspondence and all other materials.
 - 1.4 any other information described as proprietary or designated as Confidential Information, whether or not owned or developed by **TLL**.

2. Confidential Information shall not include information that we are able to demonstrate by competent proof:
 - 2.1 was in our lawful knowledge or possession prior to its disclosure by **TLL** to us;
 - 2.2 was public knowledge or has become public knowledge through no fault of us;
 - 2.3 was properly provided to us without obligation of confidentiality or non-disclosure by an independent third party;
 - 2.4 is required by law or regulation to be disclosed.
3. In handling the Confidential Information, we will not duplicate or reproduce the disclosed Confidential Information without the prior written consent.
4. Upon completion of our participation in the project or termination of the project, we will discontinue the use of and promptly return to **TLL** or destroy, all Confidential Information, including but not limited to any and all copies thereof relating in any way to **TLL**'s activities or policies or procedures or in any way obtained by us during the course of the project and we shall not retain any copies, notes or abstracts of the foregoing save that we may retain a copy of Confidential Information in order to meet the requirements of our professional indemnity insurance arrangements and any applicable legal, regulatory or internal compliance obligations.
5. We shall not during, or at any time on and after the Effective Date, use for our self or others, or disclose or divulge directly or indirectly to others, unless with **TLL**'s express written approval, any Confidential Information (whether in its original or modified form) in violation of this Undertaking, except that we may be permitted to disclose Confidential Information to (i) our affiliates, employees, directors, and representatives and (ii) one or more insurers, reinsurers and underwriters, all of the aforesaid persons, strictly on a need-to-know basis for the project and we will advise such recipients of the confidential nature of the Confidential Information prior to disclosure.
6. We and TLL each acknowledge and agree that any breach or threatened breach of this Undertaking by us might cause TLL irreparable harm for which monetary damages might be inadequate, and we agree that apart from the right of TLL to seek an indemnity from us in respect of damages directly suffered as result of such breach, TLL shall also be entitled to seek specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity.
7. Any failure by **TLL** to enforce any provision of this Undertaking shall not constitute a waiver thereof or of any other provision.
8. If any provision of this Undertaking is held illegal, void or unenforceable, the remaining portions will remain in full force and effect.
9. We understand and agree that this Undertaking shall be governed by and construed in accordance with laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

Agreed by:



Name: Gaba Anubhav
Position: manager



Witness' Name: Nagarajan Rajamanickam
Position: managing director

Company: raa-one construction & engineering
Date:22/7/2024

Company:raa-one construction & engineering pte ltd
Date:22/7/2024