

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made on March 17<sup>th</sup>, 2025 between

- (1) **National University Health System Pte Ltd** (Registration No. 200801778C), a company incorporated in Singapore and having its registered address at 1E Kent Ridge Road #13-00, Singapore 119228 (hereinafter referred to as "NUHS"); and
- (2) **China Medical University Hospital** (Registration No 52600770.), a hospital duly incorporated in Taiwan and having its hospital office at No. 2, Yuh-Der Road, North District, Taichung 40447, Taiwan (hereinafter referred to as "CMUH").

### WHEREAS:

- (a) CMUH was founded in 1980 and has been established for over 44 years. CMUH has upheld to its excellent tradition to develop distinguished talents, develop advanced study, and provide high-quality and humanity medical care to set up an example in the medical circle as its mission and task.
- (a) NUHS is the Western public healthcare cluster in Singapore. NUHS manages the National University Hospital (Singapore) Pte Ltd, Ng Teng Fong General Hospital, Jurong Community Hospital, Alexandra Hospital, National University Polyclinics, as well as the three health science university specialties, namely National University of Singapore (NUS) Yong Loo Lin School of Medicine, NUS Faculty of Dentistry and NUS Saw Swee Hock School of Public Health.
- (b) NUHS and CMUH have agreed to enter into this MOU to further their collaborative pursuits upon the terms and conditions set out below.
- (c) The specific areas of collaboration referred to below may be led by one of the institutions of NUHS referred to in Recital (b).

### 1. GENERAL

- 1.1 This MOU represents the agreement between the Parties to discuss potential areas of collaboration which may encompass a variety of initiatives, including the following possible areas (without limitation), Health System Transformation, Digital Transformation, Information Technology (IT) Artificial Intelligence (AI), Cancer Biology, Precision Therapeutics and Chinese Medicine, amongst other things.
- 1.2 Both Parties commit to continue their discussions in good faith to determine how best to proceed on mutually acceptable terms. It is possible that definitive agreements may be signed documenting the agreed arrangements between the Parties.

### 2. DEFINITIVE AGREEMENTS

- 2.1 Depending on the nature and scope of the collaboration, the Parties shall discuss and agree if they, or in the case of NUHS, one of the institutions referred to in Recital (b), would enter into:

- 2.1.1 A collaboration agreement, setting out the detailed rights and obligations of the Parties, consistent with that set out in the recital and Clause 1; and/or
- 2.1.2 A project agreement for each care coordination program that the Parties decide to pursue, setting out the scope of work, rights and obligations of the Parties.
- 2.2 It is anticipated that if a collaboration and/or project agreement are entered into, these will contain customary provisions in addition to, but consistent with the terms set out in this MOU, including, but not limited to, provisions relating to the scope of collaboration, confidentiality and the like.
- 2.3 The signing of this MOU by the Parties shall not impose any obligation on the part of any of the Parties to enter into any legally binding collaboration agreement and/or project agreement.

### **3. TERM**

- 3.1 This MOU shall commence with effect from the date it is signed by both Parties and shall expire on March 16<sup>th</sup>, 2028, with the option of extending for a further two (2) years in writing agreed by the Parties.
- 3.2 Notwithstanding Clause 3.1, either Party may terminate the MOU by giving three (3) months' written notice of its intention to do so to the other Party, for any reason whatsoever, and this MOU shall forthwith terminate upon the expiry of three (3) months from the date of the written notice.
- 3.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination, save where the terms of these projects or programmes expressly provide otherwise.

### **4. PUBLICITY AND CONFIDENTIALITY**

- 4.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party. Neither party may make reference to this MOU, nor the terms contained herein to third parties without obtaining the written consent of the other Party.
- 4.2 All information furnished in relation to this MOU by one Party to the other, which is clearly marked and identified as proprietary or confidential at the time of disclosure or where the circumstances of disclosure indicates that the information so disclosed is confidential or proprietary, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.
- 4.3 The provisions of Clause 4.2 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law and/or any governmental and/or regulatory authorities; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.

**5. PROTECTION OF PERSONAL DATA**

If identifiable personal data ("Personal Data") is to be shared by NUHS with CMUH, CMUH agrees to will use reasonable efforts and take reasonable steps to protect Personal Data from wrongful disclosure, use, and loss. CMUH also agrees to inform NUHS, upon request, the locations in which the Personal Data is stored, and who in CMUH has access to the Personal Data and for what purpose.

**6. COST & EXPENSE**

6.1 The Parties agree to discuss further manpower and funding arrangements relating to each collaborative pursuit. No commitment is made by any Party as regards manpower, costs and expenses until such time as specific agreements are reached with respect to these.

6.2 The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative pursuit shall be borne by the Party who had incurred such expenses.

**7. INTELLECTUAL PROPERTY RIGHTS**

7.1 Each Party shall retain sole ownership of any intellectual property ("IP") owned or controlled by that Party or any IP conceived or reduced into practice prior to the commencement of this MOU and/or outside of the work performed pursuant to this MOU.

7.2 Unless otherwise agreed in writing, any IP conceived, created, authored, developed or invented by a Party in the course of business envisaged in this MOU shall be owned by that Party.

7.3 Where the Parties have jointly conceived, created, authored, developed or invented IP in the course of business envisaged in this MOU, the Parties shall discuss the ownership of this IP, failing agreement or discussion, the Parties shall be deemed to have joint ownership of such IP ("Joint IP"). The Parties shall discuss and agree the terms relating to the joint ownership of the Joint IP including if and to what extent each shall manage, protect, commercialise, and exploit the Joint IP.

**8. GOVERNING LAW**

In respect of any obligation under this MOU that is binding on the Parties, this MOU shall be governed by and construed in accordance with the laws of Singapore and Parties hereto agree to submit to the jurisdiction of the Singapore courts.

**9. RELATIONSHIP**

Neither Party shall hold itself out as an agent, servant employee or officer of the other. Nothing in this MOU shall constitute nor be deemed to constitute an association, joint venture or partnership between the Parties, save unless expressly stated in such definitive agreements to be entered into between the Parties.

**10. RIGHTS OF THIRD PARTIES**

A person who is not a Party to this MOU has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this MOU.

## **11. VARIATION**

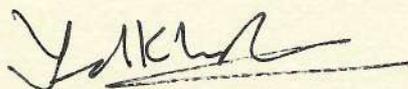
No variation of this MOU shall be valid unless it is in writing and signed by the authorized representatives of the Parties.

## **12. NON-BINDING NATURE OF MOU**

- 12.1 Notwithstanding anything contained in this MOU to the contrary, the Parties agree that save for Clauses 2 (Definitive Agreements), 3 (Term), 4 (Publicity and Confidentiality), 5 (Protection of Personal Data), 6 (Cost & Expense), 7 (Intellectual Property Rights), 8 (Governing Law), 9 (Relationship), 10 (Rights of Third Parties), 11 (Variation), and 12 (Non-Binding Nature of MOU), this MOU has no legal or binding effect. Notwithstanding the foregoing, the aforesaid Clauses shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.
- 12.2 This MOU does not create any legal obligation on the part of either Party to enter into any form of collaboration. Any legally binding collaboration between the Parties will be subject to further negotiations and mutual agreement of definitive agreements. Such definitive agreements may contain terms amending or adding to any preliminary expressions of the non-binding intention of the Parties described in this MOU.
- 12.3 Both Parties agree to explore in greater details the provisions covered by the clauses of this MOU. Individual roles and responsibilities of each Party in conjunction with the programs outlined in this MOU will be further discussed on a case-by-case basis.
- 12.4 The Parties hereto agree that the collaborative pursuits contemplated hereunder are not intended to be mutually exclusive to the Parties. Each Party is free to enter into other similar collaborative pursuits with third parties without reference to the other Party.

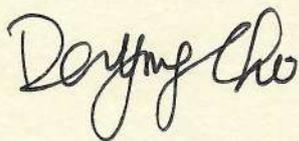
IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

Signed by: Professor Khay-Guan Yeoh  
Chief Executive, NUHS



For and on behalf of  
**National University Health System Pte Ltd**

Signed by: Professor Der-Yang Cho  
Superintendent, CMUH



For and on behalf of  
**China Medical University Hospital**