Centre for Healthcare Innovation Start-Up Enterprise Link (CHISEL) Rules

CHISEL Healthcare InnoMatch
(the "Challenge")
CHALLENGE RULES
(the "Rules")

This Challenge is organised by **Centre for Healthcare Innovation (CHI)**, presented by **Temasek Foundation** and supported by **Ministry of Health** (the "**Organisers**").

The aim of these Rules is to set out the terms and conditions governing your participation in the Challenge. By participating in this Challenge, you fully and unconditionally agree to comply with these Rules. If you do not agree with any of these Rules, do not register for this Challenge and do not submit an entry.

Participation in this challenge constitutes acceptance of these terms and conditions as may be amended by the Organisers when required at the Organisers' sole discretion. Participants are encouraged to consult these Rules regularly.

1. **TERM**

1.1 This Challenge begins 12 February 2026 12:00 SGT and ends on 13 Apr 2026 17:00 SGT. The Challenge will be accessible twenty-four (24) hours a day on the dedicated Challenge website, https://chisel.agorize.com/healthcare-innomatch-2026("the Challenge website"), subject to possible IT maintenance operations. Dates and times in these Rules refer to GMT+8.

2. **AGREEING TO THE RULES**

2.1 Any eligible person who is registered on the Challenge website and enrols to participate in the Challenge ("**Participant**" or "**You**"), is required to review and accept these Rules. By accessing and accepting these Rules, You:

2.1.1. enter into a valid and enforceable contractual relationship with the Organisers regarding participation in the Challenge. The registration and enrolment in the Challenge does not set up any subordination relationship between the Organisers and the Participant, and

2.1.2. fully and unconditionally agree to comply with these Rules. Participants express their agreement by checking an online box while enrolling for the Challenge.

2.2 In case of non-respect of these Rules, the Participant will be immediately disqualified from the Challenge and no prize will be awarded.

3. **REGISTRATION AND PARTICIPATION IN THE CHALLENGE**

3.1 To take part in the Challenge, we must receive your submission by **13 Apr 2026, 17:00 SGT**.

3.2 To register, the Participant must first have created a user account on the Challenge website, and must have truthfully and accurately completed required information, such as full name, email address, etc.

3.3 Any registration based on inaccurate, false or incomplete information will result in the Participant's disqualification. Refusing collection, recording and use of their personal data that is strictly necessary to performing the Challenge will result in the Participant's disqualification. The Participant is solely responsible for the information he/she provides when registering. Any intentional or unintentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. The Organisers reserves the right to proceed with all necessary verifications regarding the Participant's identity, postal and/or email address.

3.4 You must also have accepted the Rules as well as the **Terms and Conditions of Use** and the **Privacy Policy**, during the creation of your user account and your registration to the Challenge., during the creation of your user account and your registration to the Challenge.

3.5 Registration for and participation in the Challenge is free, with no purchase or payment obligation. Participants will not obtain any compensation from withdrawal from the Challenge.

4. ELIGIBILITY

4.1 Please refer to the Challenge's eligibility criteria here.

This Challenge is open and offered solely to:

- Start-ups and SMEs. A business entity, regardless of its business area, locally or overseas, Start-up and SMEs with annual revenue below Singapore Dollars One Hundred Million (SGD$100,000,000). This may include research institutions and innovation units of enterprises, if they are subsidiaries.
- Singapore-based and international participants except for close relatives of anyone involved in the organisation and judging of the challenge.
- Start-ups and SMEs must not be in negotiation for exit throughout the challenge and test-bedding phase.
- Start-ups and SMEs are required, in Organisers' sole discretion, to provide proof of the above, including but not limited to (i) company registration by submitting a registration certificate issued within the last three (3) months, or ongoing company registration, or any trade registry and proof ensuring the registration of the entity in the relevant country**,** and (ii) a valid professional insurance policy subscription.

Solutions:

- Must be at a high level of market readiness i.e. Technology Readiness Level 7 and beyond, or the equivalent.
- Must seek to deliver improved patient health outcomes (including but not limited to clinical, functional and patient reported outcomes) and patient experience in line with the challenge statements.
- Relating to operational processes that do not have a direct impact to patient outcomes will strictly not be accepted.

- May originate from within or outside of Singapore but are required to be test-bedded and evaluated in one of the three healthcare clusters in Singapore.
- With the relevant safety and regulatory compliance registration/ approvals/ licensing will be preferred. These must be declared in your application form. While licensing is not a mandatory requirement for participation, these aspects would be used as a gauge of your solution's maturity.
- With prior demonstration of clinical efficacy or have been previously validated would be preferred. Proposals in early research studies, early minimally viable products or solutions that are still in development phase will strictly not be accepted.

4.2 All the documents that may confirm the Participant's eligibility may be required prior to awarding any prizes (e.g. identity document, registration certificate, etc.).

4.3 This Challenge is void in countries where it is prohibited or restricted by law. Applications from companies included in the US or EU sanctions list and/or blacklisted by any UN or international agency will not be accepted.

5. PURPOSE OF THE CHALLENGE AND PARTICIPATION

5.1 Participation in the Challenge must be as a Start-up/SME.

- **Start-ups/SMEs.** Start-up/SME Participants enter the Challenge on behalf of their legal business organisations. During the registration process, Start-up/SME Participant must designate one individual who is part of the company for contact purposes with the Organisers. This person will be responsible for registering the Start-up/SME at the Challenge and participate in the Challenge on behalf of the Start-up/SME. As a Start-up/SME participating in this Challenge, you represent and warrant to the Organisers that such person (i) is an authorised representative of Start-up/SME and is participating in the Challenge on behalf of such company, and (ii) has obtained all necessary approvals to enter the Challenge, including all persons qualified to grant any intellectual property rights to Organisers.

5.2 The goal of the Challenge is for Participants to submit proposal(s) meeting the requirements determined by the Organisers in the Challenge brief, and that are formalised by deliverables. The brief includes information regarding various deadlines, details of the prizes, Organisers' requirements etc. (the "Brief"). The Brief is accessible through the Challenge website.

6. DELIVERABLES

6.1 During the Challenge, Participants may upload any documents or other materials (such as texts, presentations, videos, etc.) relating to their project to the Challenge website in response and as a solution to the Organisers' Challenge (the "**Deliverable**").

6.2 To be eligible, Deliverables must (i) address the specific issue set out in the Brief, (ii) be in a common digital format, such as, DOC, DOCX, PDF, PPT, PPTX, KEY, ODT, MP3, MPEG, MOV, MP4, and (iii) be in English, and in general terms must comply with these Rules.

6.3 If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable will be disqualified.

6.4 By submitting a Deliverable, the following needs must be respected:

- The Deliverable includes exclusive contributions from a Start-up/SME;
- Otherwise, if content from a third party has been used in the development of the Deliverable, all rights, authorisations and agreements necessary to submit the Deliverable and grant the rights mentioned herein have been obtained. The existence of uncredited third-party contributions in the Deliverable will result in the disqualification of the Deliverable and the related Participants;
- No other individual and/or entity is entitled to claim any rights from the use of the Deliverable; and
- The content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, or any contractual or extra contractual right. All deliverables suspected of any law(s) and/or any third party's right will be ineligible.

6.5 Participants are responsible for and shall bear any costs or expenses associated with preparing and submitting Deliverables. Participants assume all risk for damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

7. CHALLENGE PROCESS

7.1 **Challenge Rounds.** Please refer to the Challenge's timeline and details of each round here.

7.2 **Deliverable.** If a Participant does not upload a Deliverable on the Challenge website before the deadline, this will be considered as a withdrawal from the Challenge. The Participant may not join the Challenge and may not obtain any compensation from the Organisers. All deliverables must meet the specifications set out in Section 6, above. Deliverables would be circulated for the assessors' (domain experts of the participating healthcare clusters, partners, Organisers and Finale Judges) (the "Assessors") pre-reading and/ or review.

7.3 **Selection Criteria**. Deliverables will be judged according to the Selection Criteria, described below. You agree and acknowledge that the Challenge relies on your creativity, capacity, ability, and ingenuity to solve difficult problems. The Challenge does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, membership in a trade union, political opinions or sexual orientation considered.

7.3.1. Assessors may evaluate and select solutions based on their content and the following criteria:

- **Healthcare (Organisational) Need & Relevance**
  Solution addresses important healthcare problem/need and is according to the Challenge theme and problem statement.
  Alignment to national strategy and population needs.
  Solution is suitable and relevant to the healthcare setup and system of the partner healthcare clusters.

- **Innovation**
  Solution has demonstrated innovation and competitive advantage over current available solutions.

- **Near Market or Market Ready**
  Solution is:
  a) Technological Readiness Level (TRL) 7 and beyond.
  b) Has prior clinical validation, demonstration of efficacy or has been implemented.
  c) Has prior safety and regulatory compliance registration/ licensing (Licensing is not mandatory requirement, but these aspects can be used as a gauge of solution maturity).

- **Impact (quantifiable)**
  a) Patient/Community of Carers: Solution demonstrates clear outcomes and impactful benefit to patient/ community of carers. This could be better patient health outcomes (including but not limited to clinical, functional and patience reported outcomes); improved accessibility of care (including but not limited to physical access, time, availability of care professionals); increased quality of life and social wellbeing to allow patient population to make good decision for their own health and live happier in the community; and reduce the necessity and frequency for the patients to visit the hospital and manage their health longer and better in the community.
  b) Healthcare System: Solution demonstrates a clear potential for impactful benefit to hospital and/or system outcomes (i.e. Better value and cost effectiveness for the patient and/or health system).
  c) Environmental: Solution demonstrates healthcare and environmental sustainability (e.g. lower carbon footprint in its production, use, or disposal). A key outcome is decarbonisation, which should be quantified in carbon dioxide equivalents or CO_2e.

- **Ease of Transition to adopt by users**
  Solution demonstrates:
  a) Ease of transition into mainstream use by patients, carers, staff (e.g. ease of implementation into workflows, accessible, convenient to use); and
  b) Cost-effectiveness.

- **Business Plan**
  a) Solution demonstrates sufficiently feasible business plan market strategy, such that if the test-bed is successful, the company has the ability to supply the solution to the Public Healthcare Institution (PHI)).
  b) Solution demonstrates affordability and a potential for financial sustainability (e.g. how the product is priced to achieve self-sustainability after test-bedding) such that if the solution test-bed is successful, the company has the ability to supply the solution to the PHI.
  c) The team is well structured and has the required skillset.

- **Clinical, Technical and Operational Readiness to conduct test-bedding**

a) Solution demonstrates the potential for ease of implementation and/ or integration into clinical, technical and operation workflows of PHIs. It also allows for customisation and adaptation to suit PHIs' needs.
b) There are experienced and competent healthcare professionals and subject matter experts that can partner with solution providers to implement the test-bedding of this solution.
c) There are necessary infrastructures (e.g. clinic space, secured databases infrastructure etc.) and technical experts (e.g. project managers/coordinators, IT staff, Biomedical Engineering staff, statisticians) to support the test-bedding of this solution.

- **IT Viability**
  Will there be any potential issues on the compliance, regulatory, system integration and sustainability of the solution (i.e. IT operating costs) should the solution be adopted by clusters?

7.4 Notification to Participants**.** Once selection has been completed, Participants will be notified by email, phone, or by other means of the results of each Round. The Organisers will be free to alter the dates on which results are released should this become necessary due to the number of projects to be assessed. In the event a Participant does not confirm his/her acknowledgement of his/her progress to the next Round and attendance at the finale event, the Organisers reserves the right, at its sole discretion, to disqualify this Participant. This disqualification shall not entitle the Participant to claim any kind of compensation from the Organisers.

7.5 Participants are also required to attend an information session on the Centre for Healthcare Innovation Evaluation Framework (CHIEF), which will guide the development of the test-bedding plans, as well as be used to evaluate the success of the test-bedding projects.

8. **PRIZES**

8.1 The prizes are awarded to the winners of the Challenge and are subject to compliance with the following cumulative conditions:

- The Deliverables comply with Section 6 ("Deliverables");
- Each Participant of a winning project complies with Sections 9 and 11;
- It can be proven that the winning Participants fulfil the conditions of eligibility of Section 4; and
- Mutually agreed Project Agreement between Participant, Organisers, and Partner Hospital/Test Bed Institution.

8.2 No prize will be awarded to winners who do not fulfil the above conditions.

8.3 Subject to these Terms and Conditions, once confirmed by the Organisers, the winners will receive the following:

- Funding between Singapore Dollars Three Hundred Thousand Dollars (S$300,000) to Singapore Dollars Five Hundred Thousand Dollars (S$500,000) each to cover associated costs relating to the test-beds, incurred by company and paired healthcare clusters. A place in CHISEL programme: test-bedding of solution, collaboration with partner healthcare clusters, establish a strong relationship with healthcare communities.

- Cross-hospitals evaluation, validation and potential adoption of solution by partner healthcare clusters.

8.4 Each Participant Team will receive its own prize.

8.5 The Participant Team will be required to enter into a Project Agreement with the Organisers, detailing mutually agreed refined test bedding schedule, protocol, success criteria of the test-bedding project, and budget allocation.

8.6 No assignment or transfer of prizes is allowed by a winner. If a potential winner cannot be reached, is unable to accept the prize or any portion of the prize for any reason, the Organisers shall have no further obligation to such potential winner. Organisers will not replace any lost or stolen prizes after being awarded to winners. Winners will accept the prize "as it is". The Organisers disclaims any warranty regarding the Prizes.

8.7 In the event a Participant (a winner) cannot be reached, by email or by phone, for more than one (1) month after the first attempt to reach them was made, he/she will be deemed as having waived their right to claim the prize and will not be entitled to any prize or any kind of compensation.

8.8 If the prize as initially planned is unavailable, the Organisers will be free to substitute another prize of similar value. Any such decision is at the Organisers' sole discretion.

8.9 Any Participant who does not fulfil the conditions of Participation as provided in the Rules during their registration and/or at any time during the Challenge will be summarily disqualified from the Challenge without prior notice and will not be entitled to any prize. In the event that a prize is awarded to a Participant who does not meet the conditions of Participation when registering or throughout the duration of the Challenge, the Organisers reserves the right to require the Participant to return the awarded prize.

9. **COMMUNICATION**

9.1 The Participant acknowledges and consents that the Organisers may use the Challenge for publicity, including for the Organisers' advertising or other marketing purposes, by any means and through any format (website, advertising banners, social networks, newsletter, press release) now known or unknown to date, free of charge or for a consideration.

9.2 In particular, you consent to the use, by the Organisers, of your name and surname, your city and region of residence, the name of the institution in which you studied or in which you obtained your diplomas and other biographical information, your image, the information regarding the Prize (if you are a winner), the name of your company and its distinctive signs (if you are a Start-up/SME) and any other personal data that you submit with your Deliverables as well as the content of your Deliverables relating to the Challenge.

9.3 As an example, each Participant authorises the Organisers to use the photographs taken during the Finale to disseminate them via any communication medium.

9.4 Such use does not entitle the winner to any other payment than the Prize he/she received. The Organisers agrees to cease use of the aforementioned elements in connection with the Participant at the end of the aforementioned period.

9.5 By submitting your personal data in your Deliverables as well as the content of your Deliverables relating to the Challenge, the Participant agrees to:

- receive information, materials, and updates related to CHISEL and CHISEL Healthcare InnoMatch and allow the compilation and analysis of relevant statistics;
- receive publicity materials, updates, and announcements regarding future CHISEL and CHISEL Healthcare InnoMatch activities and opportunities by email.

9.6 Should you wish to withdraw your consent for the Organisers to contact you for the purposes stated above, you may notify us in writing at chisel@chi.sg. To help you make an informed decision, withdrawing consent will result in the Organiser not sending you any more publicity materials, updates, and announcements.

10. **CONFIDENTIALITY**

10.1 The Organisers has no obligation to keep the information contained in the Deliverables confidential. In general terms, when submitting any Deliverables, the Participants understand, agree and accept that any information contained therein may be publicly disclosed by the Organisers. Confidential Information includes but without limitation whatsoever:

- all commercial, marketing and business information, strategic and development plans, intentions, any matter concerning the Organisers, its affairs, business, operations, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with the Organisers;
- information relating to the financial condition of the Organisers, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever, whether electronic or otherwise; and
- scientific, technical, intellectual or other information in any form whatsoever, whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, product information, inventions, know-how, trade secrets, design rights, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by one party to other party, whether stored electronically or otherwise; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of either party made or acquired by the other party or coming into its possession or control in any manner whatsoever.

10.2 If you are a prize winner, the Organisers may request that you execute a Confidentiality/Non-Disclosure Agreement for the purpose of entering into negotiations regarding the further development of your project, as described in your Deliverable. Such confidentiality/non-disclosure agreement will be directed to your Deliverable(s) and all intellectual property rights (“IPRs”) that it may contain.

10.3 Furthermore, the Participants acknowledge that the Organisers may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the projects. Accordingly, nothing herein shall prohibit the Organisers from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Deliverable(s).

10.4 The Participants recognize that other Participants, individuals or entities may have provided to the Organisers or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any of the projects. Hence, the Participants acknowledge, agree and accept that the Organisers shall have the right to use such same or similar materials, and that the Participants will not be entitled to any compensation whatsoever arising from the Organisers's use of such materials.

11. **INTELLECTUAL PROPERTY**

11.1 **Definitions.** For the purposes of this section,

- "Intellectual Property Rights" refer to any Confidential Information, copyright or other rights over a brand, a design or a model, a patents, copyright, design rights, and, more generally, any element, (including trade secrets and knowhow), that may be protected by national and/or international laws or conventions on intellectual property ("Intellectual Property Rights")
- "Previous Rights" refer to any Intellectual Property Rights and/or any associated know-how held by the Participants before the start date of the Challenge ("Previous Rights")
- "Creations" refer to any software (including source and object code software), database, technical specifications, text, design, model, information, knowledge, method, process or product, as well as any resulting elements and/or processes likely or otherwise to be protected according to national and/or international laws or conventions on intellectual property developed by any Participant as a part of any submitted deliverable throughout the Challenge ("Creations")
- "Know-how" refer to any experience, methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information ("Know-how").

11.2 **Warranty of non-infringement.** When submitting any Deliverable(s), at any stage of the Challenge, each Participant guarantees to the Organisers that he/she is the co/owner and/or co/holder of the Intellectual Property Rights regarding all or part of the Creations contained in the Deliverables submitted at any stage of the Challenge, and that he/she has obtained all rights and permissions regarding all pre-existing Creations and any elements of the Deliverables for which he/she does not hold the relevant rights.

11.3 Each Participant guarantees (i) that his/her contribution is original and unprecedented; (ii) that it does not infringe upon the copyright or any Intellectual Property Rights of any third party; (iii) that all the elements of which his/her submissions are formed, as well as all pieces of contributions and information communicated in the submission presentation documents are accurate, reliable and complete; and (iv) that the submission of the relevant Deliverables does not constitute an act of unfair competition of any kind.

11.4 It is compulsory for the Participants to indicate the source of any pre-existing Creations of whichever nature and on whichever support that are included in any submitted deliverable(s). Any

Deliverable(s) involving several Participants constitutes a collaborative work and it should be treated as such in accordance with the applicable regulation in force.

11.5 **Liability.** The Organisers cannot be held liable for any infringement of the above provisions by the Participants. Each Participant shall indemnify the Organisers against any disturbance, action, claim, opposition and demand or eviction attempt from any third party in connection with any Creation in the Deliverables (Intellectual Property Rights included).

11.6 By submitting a Deliverable and participating in this Challenge, you are not granting the Organisers any rights to any intellectual property supporting all of part of the Deliverable and the Organisers makes no claim to ownership of your Deliverable(s) or any intellectual property that it may contain.

11.7 Any Intellectual Property arising from test-bedding project (for winners of this Challenge) between the Parties shall be managed in separate Agreement(s) outside of this Challenge by respective parties.

12. MODIFICATION OF RULES, SUSPENSION AND CANCELLATION OF THE CHALLENGE

12.1 **Update of the Rules.** The Organisers reserves the right to amend these Rules at any time, including the Challenge duration in case of operational imperatives, without prior notice to the Participants regarding the enforcement or the validity of these amendments. The Participants are encouraged to consult these Rules regularly. The Participants expressly waive all claims or disputes related to any amendment to these Rules by the Organisers.

12.2 Should any paragraph of these Rules be declared or judged illegal, unenforceable or void by a court decision, the paragraph in question will be considered null and void, but all other unaffected paragraphs will be enforced within the limits of and to the fullest extent permitted by law.

12.3 **Challenge Cancellation or Suspension**. The Organisers reserves the right in its absolute discretion, to (i) cancel, terminate, modify or suspend the Challenge and these Rules, for any reason, at any time and without any liability whatsoever, and (ii) to limit or restrict participation in the Challenge. The Organisers will not be held liable for the modification, cancellation or suspension of the Challenge and no compensation or remuneration in any form or manner whatsoever will be due to the Participants.

13. LIMITATION OF LIABILITY

13.1 The Organisers will in no way be liable in the event of a breakdown or failure, regardless of the cause, of any telecommunications network used that causes the Participants difficulty in or prevents the Participants from identifying themselves on or gaining access to the Challenge website.

13.2 The Participants agree that the company, its affiliates and all of their respective officers, directors, employees, contractors, representatives and agents (“released parties”) shall have no liability whatsoever for, and will be released and held harmless by the participants for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, special, punitive, financial or consequential damages however caused, including any loss of profits, loss of goodwill, loss of business, loss of business opportunities, loss of anticipated savings,

loss or corruption of data or information or business interruption costs and under any theory of liability, including but not limited to contract, strict liability and negligence or for breach of statutory duty or misrepresentation; whether or not the Participants has been advised of the possibility of such damage**.** Without limiting the foregoing, everything on the Challenge website and in connection with the Challenge is provided on a "as is" basis without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

13.3 The Participation in the Challenge implies acknowledgement and acceptance of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, the Organisers will not be held liable in any way for any damage incurred by the Participants arising from these characteristics, limits and risks, which the Participants accept by registering and taking part in the Challenge.

13.4 The Organisers will not be held liable for any loss, damage or penalty resulting from delays or failures in the submission of deliverables by the Participants, including refusal to accept these deliverables as a consequence of their submission outside the deadlines set out in the Rules, from faults with or delays to the sending of any emails by the Participant sent as part of the Challenge, or from any alterations made to the deliverables independently of the Organisers.

13.5 The Organisers will not be held liable for damages resulting from services provided by a third-party relating to the prizes.

13.6 The Organisers will not be held liable in any for the consequences of a Participant's disqualification from the Challenge as a result of their violation of these Rules.

14. **PERSONAL DATA PROTECTION**

14.1 In this Clause, the term "Personal Data" means data, whether true or not, about an individual who can be identified:

(a) from those data alone; or

(b) from those data and other information which either Party has or is likely to have access to.

14.2 Each Party shall:

(a) process, use, and/or disclose Personal Data provided by the Participants only as permitted or required by this Challenge, and shall not further process, use, and/or disclose such Personal Data without the prior written consent of the individuals identified by such Personal Data; or when required by law or an order of court to contravene the foregoing, shall notify the Participants as soon as practicable before complying with such law or order of court at its own costs;

(b) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity of the Personal Data and prevent any unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal, corruption, loss, damage, or destruction of Personal Data;

(c) promptly report to the Participants any use or disclosure of Personal Data received from the Participants that is not permitted by this Agreement, of which the Party becomes aware;
(d) process, use, and/or disclose Personal Data received from the other Party consistent with the necessary requirements of the Personal Data Protection Act 2012 ("PDPA"); and
(e) if any Personal Data received from the Participants is transferred outside of Singapore, confirm that such transfer is in accordance with requirements prescribed under the PDPA to ensure that the standard of protection for Personal Data so transferred is comparable to the protection under the PDPA.

14.3 Any Party in receipt of Personal Data from the Participants shall not retain such Personal Data (or any documents or records containing the same, electronic or otherwise) for any period of time longer than would be necessary to serve the purposes of CHISEL Programme and CHISEL Healthcare InnoMatch, and shall upon the written request of the Participants:
(a) return to the Participants all such Personal Data; or
(b) delete all such Personal Data in its possession, including any copies of any part thereof;
and shall, after returning or deleting all such Personal Data, provide the Participants with written confirmation that it no longer possesses any such Personal Data. Where applicable, the Party in receipt of Personal Data from the Participants shall also instruct all third parties to whom it has disclosed such Personal Data for the purposes of this Agreement to return or delete such Personal Data.

14.4 Any Party in receipt of Personal Data from the Participants shall not process, use, and/or disclose any such Personal Data, or any substance that is replicated or derived therefrom for any commercial or profit-generating purpose, or in the conduct of research that is subject to consulting, licensing, or other similar legal or commercial obligations to another institution, corporation, or business entity, unless the Participants provides its prior written consent.

14.5 Both Parties acknowledge that Personal Data may be jointly collected, processed and/or used by both Parties for the purposes of this Agreement. Upon the expiry or earlier termination of this Agreement, each Party shall comply with the laws, regulations and/or requirements applicable to each Party with regard to the retention of such Personal Data.

14.6 Both Parties shall, at their own costs, comply at all times with the PDPA and its regulations made thereunder.

14.7 In the event of a breach of any of the obligations in this Clause by one Party, that Party shall immediately notify the other Party when it becomes aware of such breach.

15. APPLICABLE LAW AND DISPUTES RESOLUTION

15.1 This Agreement shall be deemed to be made in Singapore, subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.

15.2 In the event of any dispute or difference arising out of or in connection with or in relation to this Challenge, including any question regarding the existence, validity, termination, application or interpretation of this Challenge or any of its provisions or any claim, disagreement or dispute

arising out of or relating to this Challenge or the breach of any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. All Parties shall always act in good faith and co-operate with each other to resolve any disputes.

15.3 Notwithstanding anything in this Challenge, if the dispute is not settled informally in accordance with Clause 15.2, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation, in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in good faith in accordance with this clause. The Parties undertake to abide by the terms of any settlement reached.

15.4 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by either Party, by way of a written notice to the other Party, which shall state the specific dispute to be resolved and the nature of such dispute. Should the Parties fail to agree to refer the dispute to arbitration, either party may institute an action in court; the Parties agree, in such event, to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Agreement.

15.5 Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act 2001 for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this clause, except in so far as such Rules conflict with the express provisions of this clause, in which event the provisions of this clause will prevail.

15.6 The arbitral tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.

15.7 The Appointing Authority shall be the President of the Court of Arbitration of SIAC.

15.8 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation [as defined in Section 6 of the Companies Act 1967] of either Party.

15.9 Any decision or award of an arbitral tribunal appointed pursuant to this clause will be final and binding on the Parties and the execution thereof may be entered into any court having jurisdiction.

15.10 Interest at the annual rate of six per cent [6%] per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitral tribunal may decide until the date of payment to such Party.

15.11 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

15.12 The application of Part II of the International Arbitration Act 1994 and the Model Law referred to therein, to this Agreement is hereby excluded.

15.13 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Agreement.