

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

MUTUAL NON-DISCLOSURE AGREEMENT

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THIS MUTUAL NON-DISCLOSURE AGREEMENT ("**Agreement**") is made on _____ ("**Effective Date**") by and between:

- (A) _____ (NRIC/Passport No.: _____) of _____ ("**Party A**"); and
(B) _____ (NRIC/Passport No.: _____) of _____ ("**Party B**").

Each of _____ and _____ can be a Disclosing _____ and/or Receiving _____ and may also be _____ to herein individually as "**Party**" or collectively as "**Parties**". For the _____ of this _____, a Disclosing Party is a _____ who discloses the _____ Information (as defined below) to the _____ Party for the Purpose (as defined below).

Now it is hereby agreed between the Parties as follows:

- 1 Each of Party A and _____ is willing, in _____ with the terms and _____ of this Agreement, to disclose (either through itself or its _____) to the other _____ (or its representatives) certain information, including _____ relating to computer systems and _____ development ("the _____") such as _____ affairs, technology, _____, know-hows, strategies, _____, technical data, maps, formulas, models and interpretations, notes, _____, commercial, _____, drawings, _____, researches, reports, _____ information and personal data as defined in the Personal Data _____ Act 2010 as outlined in Exhibit A (the "**Confidential Information**").
- 2 It is expressly agreed _____ the Purpose _____ be varied by mutual _____ in writing between the Parties and the _____ of this Agreement _____ apply _____ *mutandis* to the revised _____.
- 3 In consideration of the _____ referred to in _____ hereof, the Receiving _____ unconditionally and _____ agrees that the Confidential Information shall be kept _____ confidential and shall not be sold, traded, _____, distributed, _____ or otherwise _____ to _____ in any _____ whatsoever, _____ by means of photocopy, _____ or electronic media, _____ the Disclosing _____ prior written _____ (the consent of which shall not be _____ withheld), except as _____ in this _____.
- 4 The _____ Party may _____ the Confidential Information _____ the Disclosing Party's prior written consent only to the extent such _____:
 - 4.1 is _____ known to the _____ Party as of the date of _____ hereunder;
 - 4.2 is already in _____ of the public or _____ available to the public other _____ through the act or _____ of the Receiving Party or of any other _____ to whom _____ Information is distributed _____ to this Agreement;
 - 4.3 is _____ to be disclosed under _____ law, stock exchange _____ or by a governmental order, decree, _____ or rule (_____ that the _____ Party shall make all _____ efforts to give _____ written notice to the _____ Party prior to such _____);
 - 4.4 is acquired _____ from a third party that _____ the right to _____ such _____ at the time it is _____ by the Receiving _____; or
 - 4.5 is _____ by the _____ Party _____ of the _____ Information received from the _____ Party.
- 5 The Receiving Party shall be _____ to disclose the Confidential Information without the _____ Party's prior _____ consent to such of the _____ persons to the _____ that they have a _____ need to _____ in order to _____ the _____ or any _____ between the Parties in _____ with the _____:
 - 5.1 any consultant or agent _____ by the Receiving Party ;
 - 5.2 any bank or other _____ institution or entity _____ or proposing to fund the _____ Party's _____ for the _____, including any _____ retained by such _____ or other _____ institution or _____.

Prior to _____ any such _____ to persons under subparagraphs 5.1 and 5.2 above, _____, the Receiving Party shall _____ a written undertaking of _____, enforceable by both the _____

Party and the Receiving Party, in the same and content as this , from each such person; , however, that in the case of outside counsel, the Party shall only be to procure that such legal is bound by an of confidentiality. The Receiving Party be responsible to the Disclosing Party for the of any person(s) under the abovementioned to the terms of this as though such person(s) is the Receiving Party.

6 The Party shall only use or the use of the Information under this Agreement for the Purpose. Confidential generated by Party or by a with the Party is permitted to receive the Confidential under this Agreement that is derived in or in from is referred to as "Material". Material includes models, estimates of reserves, interpretations, presentations for management, and evaluations. For of doubt, Material is not, and is not to be Confidential. However, the term of this , Receiving shall not disclose Evaluation Material to anyone other than , officers and directors of Receiving Party and or those to whom the Confidential Information may be disclosed to this Agreement. Party that and of Party who need to review the Confidential may now or in the be working on other projects to the and such and may retain mental of the Confidential . Disclosing Party that such and shall not be from working on such other projects and the use of these mental by persons shall not be a or breach of this Agreement.

7 The Receiving Party shall be for ensuring that all to whom Confidential is this Agreement shall such confidential, shall not or divulge the to any unauthorized , and shall comply with the set forth in this . The obligations in of confidentiality and under this Non-Disclosure will be satisfied if Receiving utilizes the degree of care with to those obligations as Receiving Party with respect to its proprietary and other proprietary of third . Neither shall be liable in an initiated by one the other for special, indirect, consequential, or punitive resulting from or out of this , including, without , loss of , loss of or business , however same may be caused.

8 The Party shall no interest in or to the Confidential , and the Disclosing Party may demand the return thereof at any time giving notice to the . Within days of of such or such other as may be agreed in writing by the Disclosing Party, the Receiving Party shall all of the original Confidential provided on of the Party and destroy or to be all copies and reproductions (in whatever form, including but not to, electronic media) in its and in the of persons to whom it was pursuant to this (except that any Confidential that is in the computer backup system of Receiving Party's or that of a to whom it was pursuant to this will be in with the Receiving Party's or person's regular records retention process, and Party shall be to for internal use only copies of summaries, and board , if any, related to the of the and possible transaction with Party).

9 No Parties make any public or in relation to the or the without prior written of the other Party.

10 If the Receiving breaches of its under this , the Party shall be at to take all remedial action available to it, but not limited to the to sue the Receiving Party for and/or injunctive against the Party. Such shall not be to be the remedy for breach of this but shall be in to all other remedies available at law or equity to the Party.

11 The Receiving Party to, at all times, , indemnify and hold the Party from and each and every action, , liability, loss, , cost, claim, and other expenses of any nature which the Party may suffer, or sustain directly or in with a of any of the under this by the Party and those arising out of any third party , claim or , or any of contract, , fraud, , of statutory duty or with any part of this by the Party.

12 At all times the duration of this , the property of the Disclosing Party, the property in the Information, shall to the Party and the Receiving shall not to register or any of intellectual rights of the Party. This Clause is to the termination of this .

13 The confidentiality and set forth in this shall years after the Date of this or the date on which is no longer , whichever is unless the are by an related to the and which confidentiality .

14 The Party represents and warrants that it the right and authority to disclose the , **MAKES NO REPRESENTATIONS OR , EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY AND OF THE DISCLOSED AND THE RECEIVING PARTY (ON BEHALF OF ITSELF AND ITS REPRESENTATIVES) EXPRESSLY THE RISK IN THE AND INTERPRETATION OF DATA. THE PARTY, ITS OFFICERS, DIRECTORS AND (AS) SHALL NO LIABILITY WITH RESPECT TO THE USE OF OR RELIANCE UPON THE INFORMATION BY THE RECEIVING PARTY (OR ITS)**.

15 This shall be governed by and in accordance with the laws of Malaysia and the courts of shall have .

16 Any and all , demands, causes of action, , and other in question arising out of or to this , including any question its breach, , validity or , which the do not resolve , shall be .

17 Unless expressly stated in , any prior or future or offers in the of the discussions are subject to all and approvals and be withdrawn by either for reason or for no at any time. Nothing herein is intended to upon the Party any right to the Party's interest in the which is the matter of the or to impose on the Receiving any to acquire an interest in the .

18 No , or modifications to this shall be valid if the same are in and signed by a duly authorized of each of the Parties .

19 None of the of this are to be to constitute a or agency between the hereto, and neither hereto is to have any to bind the Party in any way to any third .

20 No or delay by the Party in any , power or hereunder shall operate as a thereof, nor shall any or partial exercise thereof any other or future thereof or the of any right, power or hereunder.

21 Any notice or required the by any of the of this shall be in writing (in) and delivered in or by courier service or by any electronic of written communications provides written of transmission, and properly addressed to the other Party. Oral does not notice for of this Agreement, e-mail and numbers for the are listed as a matter of convenience only. A notice given under any provision this shall be deemed only when by the Party to such is directed, the time for Party to any notice in to such originating notice shall from the date the originating notice is received. " " for purposes of this shall mean actual of the to the of the specified hereunder.

Name : [REDACTED]

Name : [REDACTED]

Address : [REDACTED]

Address : [REDACTED]

Attention : [REDACTED]

Attention : [REDACTED]

Telephone : [REDACTED]

Telephone : [REDACTED]

Facsimile : [REDACTED]

Facsimile : [REDACTED]

- 22 This [REDACTED] comprises the full and [REDACTED] agreement of the [REDACTED] hereto with [REDACTED] to the disclosure of the [REDACTED] Information and [REDACTED] and [REDACTED] all prior [REDACTED], [REDACTED] and [REDACTED] between the Parties hereto [REDACTED] to the [REDACTED] Information, whether written or oral, [REDACTED] or implied.
- 23 This [REDACTED] shall bind and [REDACTED] to the benefit of the [REDACTED] and their respective successors and assigns.
- 24 This [REDACTED] may be [REDACTED] in counterparts and each counterpart shall be deemed an original Agreement for all purposes; provided that no Party shall be bound to this Agreement until all Parties have executed a counterpart. For [REDACTED] of assembling the counterparts into one document, Disclosing Party is authorised to detach the signature page from one counterpart and, after signature thereof by Receiving Party, attach each signed signature page to a counterpart.

[the rest of the page is intentionally left blank]

Execution

Executed as an Agreement the day and year first stated above.

SIGNED by the Disclosing Party)

((NRIC/Passport No.:)

in the presence of:-)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name:

NRIC/Passport No.:

SIGNED by the Receiving Party)

((NRIC/Passport No.:)

in the presence of:-)

.....
Witness

Name:

NRIC/Passport No.:

.....
Name:

NRIC/Passport No.:

EXHIBIT A

Confidential Information

All information in any and all media, whether prior to or hereafter disclosed, including without limitation, technical, business, marketing, planning, and other information and data, in written, oral, magnetic, photographic, electronic and/or other forms.