

Date: [REDACTED]

[REDACTED]

and

[REDACTED]

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(hereinafter referred to as "Acquirer")

To:

[REDACTED] (Discloser)
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] (hereinafter referred to as "Discloser") and its [REDACTED] have in their [REDACTED] and [REDACTED], which may include, but not be limited to, any and [REDACTED] and [REDACTED], or other business and/or [REDACTED], in oral, demonstrative, [REDACTED], graphic or [REDACTED] form, financial and/or contractual [REDACTED] which is [REDACTED], not available to the general public, and which is [REDACTED] as confidential and [REDACTED] information by [REDACTED] for [REDACTED], contractual and/or [REDACTED] reasons, [REDACTED] affairs, strategies, [REDACTED], and personal data as defined in the [REDACTED] Act 2010 ("Confidential Information"). All such [REDACTED], information and [REDACTED] that are disclosed to the Acquirer or to which the [REDACTED] obtains access, [REDACTED] be presumed to be [REDACTED].

The [REDACTED] has a need to review, [REDACTED] or make other technical [REDACTED] of such [REDACTED] for the purpose of [REDACTED] to [REDACTED] the Confidential Information refers (the "Purpose").

In [REDACTED] of the [REDACTED] making [REDACTED] Confidential Information [REDACTED] to the Acquirer, directly or indirectly to the [REDACTED] the Discloser deems it [REDACTED] for the Purpose, [REDACTED] Acquirer [REDACTED] and [REDACTED] agrees and [REDACTED] as follows:

- 1 The Acquirer [REDACTED] that the Confidential Information shall be [REDACTED] strictly confidential [REDACTED] shall not be [REDACTED], traded, [REDACTED] or otherwise [REDACTED] to anyone in any manner [REDACTED], including by means of [REDACTED], without the Discloser's prior [REDACTED] consent (the [REDACTED] of which [REDACTED] not be unreasonably withheld), [REDACTED] in this [REDACTED]. It is [REDACTED] agreed that such [REDACTED] of [REDACTED] shall extend to Confidential Information acquired by the [REDACTED] from the [REDACTED] prior to [REDACTED] of this Agreement.
- 2 The [REDACTED] may disclose the [REDACTED] without the Discloser's prior written consent only to the extent such [REDACTED]:
 - 2.1 [REDACTED] is already [REDACTED] to the Acquirer as of the [REDACTED] hereunder;
 - 2.2 [REDACTED] is already in [REDACTED] of the public or [REDACTED] available to the [REDACTED] other than [REDACTED] the act or [REDACTED] of the Acquirer or of any other [REDACTED] to whom Confidential Information is [REDACTED] pursuant to this Agreement;
 - 2.3 [REDACTED] is required to be [REDACTED] under [REDACTED], any recognized stock exchange [REDACTED] on which the Acquirer is listed or by a [REDACTED] order, [REDACTED], regulation or [REDACTED] (provided that the Acquirer shall make all reasonable efforts to give [REDACTED] written notice to Discloser prior to such disclosure); or
 - 2.4 [REDACTED] is acquired [REDACTED] from a third party that represents that it has the right to [REDACTED] such [REDACTED] at the time it is acquired by the [REDACTED].

- 3 The [redacted] shall be entitled to [redacted] the Confidential [redacted] without the Discloser's [redacted] consent to its [redacted], officers and [redacted] to the extent that they have a [redacted] need to know for the Purpose. The [redacted] shall take all reasonable steps to [redacted] the [redacted] of their [redacted], officers and [redacted] who may have [redacted] to the Confidential Information and to use all reasonable endeavours to ensure that such persons have [redacted] skills and training in the [redacted] of [redacted] and [redacted] with all [redacted] laws of Malaysia. The [redacted] shall cause such employees, officers and [redacted] who have access to the [redacted] to comply with the terms and [redacted] of this [redacted] in the same [redacted] as each party is bound hereby, with the [redacted] remaining [redacted] for the [redacted] and [redacted] of such [redacted].
- 4 The [redacted] shall only use or [redacted] use of the Confidential Information disclosed under this [redacted] for the [redacted] and not for any other [redacted], whether [redacted] or otherwise. The Acquirer shall not, without the Discloser's [redacted], engage in any [redacted] concerning the Confidential [redacted] with any [redacted] of Discloser or with any [redacted] having any [redacted] with the [redacted] of Discloser.
- 5 Disclosure of the Confidential Information shall be on a [redacted] basis. The Acquirer [redacted] acquire no [redacted] interest in or [redacted] to the [redacted] and Discloser [redacted] demand the [redacted] thereof at any time upon giving [redacted] notice to the Acquirer. Within [redacted] of [redacted] of such notice or such other [redacted] as may be agreed in [redacted] by the Discloser, the Acquirer [redacted] return all of the [redacted] and shall [redacted] all copies and [redacted] (in whatever form, [redacted] but not limited to, electronic media) in its [redacted] and in the [redacted] of persons to [redacted] it was disclosed [redacted] to this [redacted].
- 6 If the Acquirer [redacted] any of its [redacted] under this [redacted], the [redacted] shall be at liberty to take all necessary [redacted] available to it, [redacted] but not limited [redacted] the [redacted] for [redacted] and/or obtain [redacted] relief against the Acquirer. [redacted] remedy shall not be [redacted] to be the exclusive [redacted] of this [redacted] but shall be in [redacted] to all other [redacted] available at [redacted] or [redacted] to the Discloser.
- 7 The [redacted] agrees to, at all times, [redacted], indemnify and hold [redacted] the Discloser [redacted] and against each and every [redacted], liability, [redacted], damages, cost, [redacted], demand and other [redacted] of any [redacted] whatsoever which the Discloser may [redacted], incur or [redacted] arising [redacted] or in [redacted] with a [redacted] of any of the terms [redacted] this Agreement by the Acquirer and those arising out of any third party [redacted], or any [redacted] of contract, [redacted], fraud, [redacted] misconduct, [redacted] of [redacted] with any part of this [redacted] by the Acquirer.
- 8 [redacted] all times [redacted] the duration of this [redacted], the [redacted] rights of the [redacted] shall belong to the [redacted] and the [redacted] shall not [redacted] to [redacted] or register any of the [redacted] rights of the [redacted]. This [redacted] is to survive the [redacted] of this [redacted].
- 9 The confidentiality [redacted] in this Agreement shall [redacted] for a period [redacted] unless this [redacted] is [redacted] by a [redacted] agreement between the [redacted] in relation to the [redacted] which [redacted] similar confidentiality [redacted].
- 10 This [redacted] shall be [redacted] by and [redacted] in [redacted] with the laws of [redacted] and the courts of [redacted] shall have [redacted]. Any [redacted] or claim in [redacted] with or arising out of this [redacted] including any [redacted] regarding its existence, validity or [redacted] which cannot be [redacted] by the [redacted] and the [redacted] within [redacted] from the [redacted] on which such [redacted], difference, disagreement or [redacted] arose. A dispute, [redacted], disagreement or [redacted] shall be [redacted] to have [redacted] when the [redacted] or the [redacted] notifies the [redacted] that effect.
- 11 None of the [redacted] of this Agreement are to be considered to constitute a [redacted] between the Parties hereto, and neither Party hereto is to have any [redacted] the other Party in any way to any third party.
- 12 No [redacted], [redacted] or modifications [redacted] this Agreement [redacted] if the [redacted] are in [redacted] signed by [redacted] representative of each of the [redacted] hereto. It is further understood and [redacted] that no failure or delay by the [redacted] in [redacted] any [redacted] hereunder [redacted] operate as [redacted] thereof, nor shall any single or partial exercise thereof [redacted] any [redacted] or further exercise [redacted] or the exercise [redacted] hereunder.

13 This [redacted] comprises the [redacted] and complete [redacted] of the Parties [redacted] with respect to the disclosure of the Confidential [redacted] and supersedes [redacted] cancels all prior [redacted] and agreements between the [redacted] hereto [redacted] to the Confidential Information, whether [redacted] or [redacted].

ACCEPTED AND AGREED by:

[redacted]

in the presence of:-

)
)
)

.....
Witness

Name:

NRIC/Passport No.:

Date:

.....
Name:

NRIC/Passport No.:

Designation:

Date: