

NON-DISCLOSURE AGREEMENT

BETWEEN

EDOTCO MALAYSIA SDN BHD
(formerly known as Celcom Services Sdn Bhd)
(Company No. 148800-H)

AND

[to fill]
(Company No. [to fill])

THIS NON-DISCLOSURE AGREEMENT (hereinafter referred to as "Agreement") is made on day of

BETWEEN

EDOTCO MALAYSIA SDN BHD (formerly known as Celcom Services Sdn Bhd) (Company No. 148800-H), a company incorporated under the laws of Malaysia with its registered office at Level 5, Axiata Centre, 9 Jalan Stesen Sentral 5, Kuala Lumpur Sentral, 50470 Kuala Lumpur (hereinafter referred to as "edotco") of the one part;

AND

[to fill] (Company No. : [to fill]), a company incorporated under the laws of Malaysia with its registered office at **[to fill]** (hereinafter referred to as "***") of the other part.

WHEREAS

- (A) edotco is licensed to provide network facility under the Malaysian Communications and Multimedia Commission Act 1998.
- (B) *** is engaged in the business of **[to fill]**.
- (C) The Parties contemplate entering into a **[to fill]** (hereinafter referred to as "the Project").
- (D) To undertake the Project, it may become necessary or desirable for each party to disclose to the other certain confidential and proprietary business and/or technical information in order to enable discussions to take place freely concerning the Project subject to an undertaking by the other party not to use or further disclose any such information and ideas unless specifically authorised in writing to do so by the party disclosing such information subject the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITION

1.1 "Confidential Information" shall mean:

- 1.1.1 all commercial, financial, legal and technical information and know-how (whether written, oral or in other recorded or tangible form) provided by

a party or its officers or professional advisers on its behalf to the other party in relation to the business and affairs of the same;

1.1.2 the contents of any agreements between the parties relating to the Permitted Purpose; and

1.1.3 Derived Information.

BUT shall exclude any part of such information which:

1.1.4 is or becomes common knowledge without breach of this Agreement by the receiving party; or

1.1.5 the receiving party can show:

1.1.5.1 was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

1.1.5.2 to have been developed by or for the receiving party at any time independently of any information disclosed to it by the disclosing party; or

1.1.6 the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party; or

1.1.7 is hereafter disclosed by the disclosing party to a third party without restriction on disclosure or use; or

1.1.8 is disclosed by the receiving party with the prior written approval of the disclosing party.

1.2 "Derived Information" shall mean any note, calculation, conclusion, summary, computer database, computer modeling or other material derived or produced partly or wholly from any Confidential Information.

1.3 "Permitted Purpose" means conducting an assessment of the Confidential Information to evaluate and agree a proposal between the parties, and then undertake, the Negotiations.

1.4 "Negotiations" shall mean any discussion and negotiations between or within the parties concerning or in connection with the Project.

- 1.5 "Related Corporation" means a corporation which is deemed to be related to the first-mentioned corporation by virtue of section 6 of the Companies Act 1965.

2. HANDLING OF CONFIDENTIAL INFORMATION

- 2.1 The receiving party shall maintain the other party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own Confidential Information, and in any event with no less than reasonable security and care, which the receiving party warrants as providing adequate protection against unauthorised disclosure copying or use.
- 2.2 The receiving party shall ensure that disclosure of such Confidential Information is restricted to those of its employees, directors, consultants and professional advisers to whom disclosure of the Confidential Information is necessary for the Permitted Purpose PROVIDED THAT in each and every case such employees, directors, consultants and professional advisers are informed of the confidential nature of the Confidential Information and the obligations under this Agreement with regard to protecting the Confidential Information.
- 2.3 Copies or reproductions shall not be made except to the extent reasonably necessary for the Permitted Purpose and all copies made shall be the property of the disclosing party.
- 2.4 All Confidential Information and copies thereof shall be returned to the disclosing party forthwith upon receipt of a written request from the disclosing party or upon termination of this Agreement and in either of such events the receiving party undertakes to destroy all documentation generated from or incorporating any Confidential Information and erase or procure that there be erased all Confidential Information from any computer, word processor or other device containing such information.

3. LIMITATIONS OF USE AND WARRANTY

- 3.1 The receiving party shall:-
- 3.1.1 not divulge the other party's Confidential Information in whole or in part to any third party;
 - 3.1.2 use the same only for the Negotiations and ensure that the other party's Confidential Information is not reproduced or reduced to writing except as may be required by the Negotiations and in accordance with procedures devised by the disclosing party to control copying and dissemination;
 - 3.1.3 make no commercial use of the same or of any part thereof without the prior written consent of the disclosing party; and

- 3.1.4 not permit the other party's Confidential Information to go out of its possession custody or control; and
 - 3.1.5 subject to clause 5.2, be entitled to make any disclosure required by law or by the order or ruling of a Court or tribunal or regulatory body of competent jurisdiction or recognised stock exchange of the other party's Confidential Information in which case, if the disclosing party is required to disclose such information it will, unless prohibited from doing so, notify the other party promptly in writing of that fact and in any event, prior to making such disclosure.
- 3.2 Each Party warrants its right to disclose its Confidential Information to the other Party and to authorise the other Party to use the same for the Permitted Purpose.

4. PROPERTY

- 4.1 All Confidential Information submitted by one party to the other shall remain the property of that party from which it originates. If either party elects not to pursue the business contemplated by this Agreement each party shall forthwith return to the other all information, drawings, specifications and other documents and all copies thereof containing the Confidential Information.
- 4.2 Nothing herein contained shall be construed as a grant by implication, estoppel or otherwise of a licence by the disclosing party to the other to make have made use or sell any product using the Confidential Information or a licence and any patent, patent application, utility model, copyright, mask, work right or any other industrial or Intellectual Property Right covering the same.
- 4.3 No party makes any representation or warranty as to the accuracy or completeness of any Confidential Information disclosed by it.

5. NOTICES OF BREACH AND MANDATORY DISCLOSURE

- 5.1 The receiving party must:

- 5.1.1 notify the disclosing party immediately if it becomes aware of a suspected or actual breach of this document or if at any time it has knowledge that Confidential Information has or may come into the hands of third parties other than as permitted in accordance with the terms of this agreement;
 - 5.1.2 take all reasonable steps, at its own expense, to assist the disclosing party in preventing any, or any further, unauthorised disclosure or use of Confidential Information.
- 5.2 If the receiving party is or may be required by law or court order or listing requirements of a recognised stock exchange (to which the receiving party is bound) to disclose any of the Confidential Information, the receiving party must immediately notify the disclosing party in writing of the requirement. The receiving party must:
- 5.2.1 to the extent practicable, where the disclosing party requests, assist and permit the disclosing party to oppose or restrict disclosure; and
 - 5.2.2 in any event to the extent practicable, where disclosure is required by law or court order, make disclosure on terms which will preserve the strictest confidentiality of the Confidential Information.

6. NOTICES

All notices under this Agreement shall be in writing sent by facsimile or first class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

7. TERMINATION

The Parties agree that this Agreement shall be binding for a period of 12 months from the date hereof and the obligations herein shall survive any termination or conclusion of the Proposal between the parties and shall continue for a period of 12 months from the date of such termination or conclusion.

8. NON-ASSIGNMENT

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

9. REMEDIES

No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

10. DAMAGES

The parties hereto agree that there may be no adequate remedy at law for any breach of this Agreement and accordingly each of the parties hereto in addition to any other remedy or remedies they may have shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the other party to this Agreement and no proof of special damages shall be necessary for the enforcement of this Agreement. It is hereby acknowledged and agreed that if either party to this Agreement is found by a Court of competent jurisdiction to be in breach of this Agreement such party will reimburse to the other party all reasonable costs and expenses properly incurred by them in seeking any such remedy. Nothing herein contained shall be construed as prohibiting any party to this Agreement from pursuing any other remedies available to them either at law or in equity for such breach or threatened breach.

11. LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and each party hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

12. SEVERANCE OF TERMS

If any provision or any part of any provision of this Agreement is deemed to be unenforceable or void by any Court or by any competent authority then such provision or part shall be severed from this Agreement and the remainder thereof given effect to if such Court or competent authority determines that such a provision or part would be valid and enforceable having a reduced form scope or term then the same shall be given effect to the such reduced form as to such reduced scope or for such reduced term.

13. AMENDMENTS

Any amendments to this Agreement shall only be effective if agreed in writing and signed by both parties.

IN THE WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovewritten.

SIGNED for and on behalf
EDOTCO MALAYSIA SDN BHD
(formerly known as Celcom Services
Sdn Bhd)
(Company No. 148800-H)
in the presence of

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Name:
Designation:

Name:
Designation:

SIGNED for and on behalf
[to fill]
(Company No. : **[to fill]**)
in the presence of

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Name :
Designation :

Name :
Designation :