

Non-Disclosure Agreement (NDA) & Waiver of Rights to Intellectual Property Agreement (IPA)

This Non-Disclosure Agreement ('Agreement') is entered into accordance with the offer letter dated on 5th December 2024 between Path Systems Sdn. Bhd. ('Receiving Party'), having its principal place of business at WeWork Mercu 2, Kuala Lumpur, Malaysia and Cueva, Larry Miguel Rivera ('Disclosing Party') & Driver License: N02-24-034434.

Scope of Agreement:

Both parties agree to confidentiality regarding all proprietary and sensitive information shared during their professional engagement along with waiving the rights to IP.

Definition of Confidential Information:

This includes intellectual property, copyrights, patents, financial data, user data, trade secrets, and any sensitive information disclosed by either party.

Confidentiality Obligations:

The recipient agrees not to disclose, reproduce, or utilize any confidential information for personal gain or in violation of the agreement.

Duration of Confidentiality:

The confidentiality obligations outlined in this agreement remain effective indefinitely, even after the termination of the business relationship between the parties.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. In the event of any dispute or disagreement arising from this Agreement, both parties agree to resolve the matter through Malaysian arbitration.

Waiver of IP Rights:

The Disclosing Party transfers and assigns all rights, title, and interest in any Intellectual Property created during this Agreement to the Receiving Party. The Disclosing Party also waives all moral rights, allowing the Receiving Party to fully use and modify the IP.

Waiver of Future Claims and Cooperation:

The Disclosing Party agrees to provide full cooperation and assistance to the Receiving Party as needed to enforce this Agreement. This includes executing documents and providing information. The Disclosing Party will help with the registration, prosecution, defense, and enforcement of any Intellectual Property rights arising from the Confidential Information, at the expense of the Receiving Party. This ensures that the Receiving Party can fully capitalize on and protect the Intellectual Property without impediment.

Signatures:

This Agreement shall be binding upon both parties and is effective upon signing.

Yours faithfully,

For Path Systems Sdn. Bhd.

Jansen Teng

Jansen Teng

CEO of Path Systems Sdn. Bhd.

Agree & Accepted By:

A handwritten signature in black ink, appearing to be a stylized 'H' or 'J' followed by a flourish.

By signing below, both parties acknowledge and agree to the terms outlined in this Non-Disclosure Agreement.