



NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** ("Agreement") is made and entered on

by and between:

CapSphere Services Sdn Bhd (Company No. 201601021272 (1192211-H)), a company incorporated in Malaysia having its registered office at Suite D23, 2nd Floor, Plaza Pekeliling No.2 Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia ("**Capsphere**") and include its successors and permitted assigns.

-and-

Loh Yuen Wei (NRIC No. 010221-10-0750), of No.10, Jalan Daya 3, Taman Daya, 52100, Kuala Lumpur, Malaysia.

Each shall be known as a "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, the Parties acknowledge and agree that by virtue of the Final Year Project (FYP) research purpose (the "Research Project"), information regarding their respective companies, business processes, technical data and other proprietary and confidential information will be exchanged with or disclosed to one another.

WHEREAS, the Parties acknowledge and agree that the Confidential Information, as defined in Section 1 hereunder, is to be kept strictly confidential and that the unauthorised disclosure of the Confidential Information will prejudice and cause damage to the Disclosing Party.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations contained herein, the Parties hereby agree as follows:

1. Definitions. As used herein:

"Confidential Information" is defined as any of the following that is communicated by either party prior to the termination of their Research Project or this Agreement:

Any and all information, know-how, data, process, technique, program, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial or personnel matter, or sales, supplier, customer, employee, investor, or business information, or the like relating to a Party or its Affiliates, whether in oral, written, graphic, magnetic, electronic, or other form of communication, that is learned by or disclosed to either Party in the course of discussions, studies, or other work undertaken between the Parties relative to the Research Project, or is known or reasonably should be known by either Party to be confidential or proprietary, or is of a confidential or proprietary nature, and that it is made in the course of discussions, studies, or other work undertaken between the Parties relative to the Research Project.

"Affiliate" means any corporation or other entity controlled by, controlling or under common control with another corporation or entity, and "control" means direct or indirect ownership of more than fifty percent (50%) of the voting stock (or other comparable ownership interest) of a corporation or entity or the power to direct the management of a corporation or entity through ownership of stock, by contract or otherwise.

"Party" is defined as any one of the entities executing this Agreement.

"Disclosing Party" is defined as the Party who discloses, conveys, or delivers information to the other Party in connection with or relative to the Research Project.



"Receiving Party" is defined as the Party who learns or receives information in connection with or relative to the Research Project.

2. Any and all Confidential Information which is disclosed by the Disclosing Party to the Receiving Party shall be protected by the Receiving Party. Confidential Information hereby expressly includes the existence of the Research Project between the Parties, as provided in Section 6 hereof.
3. Whether or not the Parties herein fail to pursue the project or business covered by the Research Project, the Confidential Information of the Disclosing Party shall remain confidential, subject to Section 4 and Section 8 hereof, and shall always be safeguarded hereunder by the Receiving Party.
4. The Receiving Party agrees that (1) all Confidential Information shall be used solely for the purpose of considering and implementing the business or project contemplated by the Research Project; (2) all Confidential Information shall remain at all times the property of the Disclosing Party; and (3) the Receiving Party will not distribute, disclose or disseminate such Confidential Information to anyone, except to its or its Affiliates' directors, officers, employees and/or consultants (the "Employees") who need to know such Confidential Information for the purpose for which it is disclosed, and except as may be required by applicable law or legal process, unless and until such time as:
 - i. Such information becomes generally available to the public other than as a result of a breach of this Agreement; or
 - ii. Such information is already known to or in the possession of the Receiving Party, its Affiliates without restriction and prior to any disclosure hereunder; or
 - iii. Such information is or has been lawfully disclosed to the Receiving Party or its Affiliates by a third party, not employed by or otherwise affiliated with the Disclosing Party, who is not known by the Receiving Party to be prohibited by contractual, legal, or judgment obligation from disclosing the same; or
 - iv. Such information is independently developed by or on behalf of the Receiving Party or its Affiliates.

Confidential Information shall not be deemed to be within any of the foregoing exceptions merely because (i) such information is embraced by more general information that has been published or otherwise made available to the general public, or (ii) portions thereof have been published or otherwise made available to the general public; instead, only such specific portions as may have been published or otherwise made available to the general public shall be considered within the scope of these exceptions.

In the event the Receiving Party is required by applicable law, legal process or any judicial or governmental agency to disclose Confidential Information, it shall immediately inform the Disclosing Party of such requirement and the specific Confidential Information to be disclosed and, provided Receiving Party's interest will not be prejudiced, reasonably cooperate with Disclosing Party (at Disclosing Party's cost) if Disclosing Party seeks a protective order or other remedy in respect of any such disclosure. Further, any disclosure shall be only to that judicial body or government agency.

5. The Receiving Party shall employ reasonable safeguards against the unauthorised disclosure of Confidential Information and agrees that it shall protect the Confidential Information of the Disclosing Party in the same manner and degree that it protects its own confidential and proprietary information (provided that such measures are consistent with at least a reasonable degree of care). The Receiving Party further agrees to ensure that Employees having access to Confidential Information are bound by non-use and non-disclosure obligations regarding the Confidential Information consistent with those set forth in this Agreement and shall be liable to Disclosing Party for the default of such obligations by such Employees.
6. A Party shall not divulge or disclose to any person either the fact that discussions or Research Project are taking place concerning a possible transaction or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof, without the prior written consent of the other Parties.



7. Violation of this Agreement compelling confidentiality shall render the offending Party liable for actual damages and all consequential damages suffered by the aggrieved Party on account of such violation.
8. The obligations of confidentiality and non-disclosure under this Agreement shall survive until three (3) years following the termination of this Agreement.
9. It is understood that this Agreement is not to, and does not, obligate any Party to enter into any further agreements or proceed with any possible relationship or other transaction with the other Party.
10. Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Receiving Party.
11. The Disclosing Party may at the termination of this Agreement or at any time, reasonably request the Receiving Party to return any material containing, pertaining to or relating to the Confidential Information and all related documentation and all copies and installations thereof and may, in addition, request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material unless retention of the same is required by law, court or regulatory authority or its internal audit or internal compliance procedures and such copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic archiving and back-up procedures. As an alternative to the return of the material contemplated herein, the Receiving Party shall, at the instance of the Disclosing Party, destroy such material and furnish the Disclosing Party with a written statement to the effect that such material has been destroyed. The Receiving Party shall comply with the foregoing request within seven (7) days of receipt of such request.
12. The Parties agree and acknowledge that any breach of the obligations contained in this Agreement will cause irreparable loss and would not be compensable by monetary damages alone and, accordingly, the aggrieved Party shall, in addition to the other remedies a party may have at law or in equity, be entitled to obtain a specific performance or injunctive relief against the other party in respect of the threatened breach of this Agreement or the continuation of any such breach. The Parties further agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the courts of Malaysia and hereby consent and submit to the exclusive jurisdiction of said court for the purpose of litigating any such action.
13. If any provision of the foregoing terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the Parties relating to the subject matter hereof and shall not be modified except in writing, signed by both Parties.
14. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive jurisdiction of the courts Malaysia.



IN WITNESS WHEREOF, the duly authorized representative of the Parties hereto have hereunto set their hands on the day and year first above written.

Signed by)
)
LOH YUEN WEI)
(NRIC NO. 010221-10-0750))

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Name:

in the presence of:

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Name:
Designation:

Signed by)
)
for and on behalf of)
CAPSPHERE SERVICES)
SDN BHD)

.....
Name: Yoon Jun Jie
Designation: CEO

in the presence of :

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Name:
Designation: