

<b>FORM NO:</b>	F_PE24_MNDCA
<b>REV NO:</b>	01
<b>EFFECTIVE DATE:</b>	17/12/2020

## MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered by and Leader Range Technology Sdn. Bhd., having an office at 1A, Lintang Kampung Jawa, NFTZ Bayan Lepas, 11900 Bayan Lepas, Penang, Malaysia. ("Leader Range Technology"), and \_\_\_\_\_, having an office at- \_\_\_\_\_, Leader Range Technology and Company may be referred to individually as "Party" and collectively as "Parties" in this Agreement. For the purposes of this agreement, the terms "Leader Range Technology" and \_\_\_\_\_ shall include their respective affiliates. The term "affiliate" means an entity that controls or is controlled by or is under common control with either Party.

Leader Range Technology and Company are interested in entering discussions regarding a potential business relationship with respect to providing products and services to Leader Range Technology. During such discussions and during such relationship, for whatever ("Purpose"), either party may make available to the other party certain technical or business information deemed by it to be proprietary or confidential. Each party seeks to maintain the confidentiality of such information as it may make available to the other party.

In consideration of the foregoing and the obligations set forth below, the parties hereby agree as follows:

### RECITALS WHEREAS: -

- Leader Range Technology undertakes and carries on the business and is the proprietor of the Confidential Information relating to the business.
- The recipient is an invitee of Leader Range Technology for the purpose stipulated in Section 4 of the first schedule hereto (hereinafter call "the Purpose")
- To enable the recipient to undertake the Purpose, Leader Range Technology may be required to disclose the Confidential Information to the recipient.
- Leader Range Technology desires to maintain secrecy and protect the confidentiality of the Confidential Information that Leader Range Technology may at time or from time to time disclose to the recipient and to procure to itself the commercial benefits from the utilization of the confidential information.
- The receiving party has agreed that it shall maintain the Confidential Information that it receives from the disclosing party in strict confidentiality upon the provisions of this agreement.
- In under no condition or situation the Company shall use the said confidential information to engage in predatory pricing and/or undercut Leader Range Technology by approaching their customers to secure the specific businesses and /or projects under negotiations with Leader Range Technology

**NOW THIS AGREEMENT WITNESSETH as follows: -**

## **1. INTERPRETATION**

### **“Confidential Information”**

*means all non-public :-*

- a) technical and non-technical information including patents, copyrights, trade secrets and proprietary information, techniques, sketches, drawings, samples, models, inventions, know-how, processes, data, operating procedures, apparatus, equipment, software programs, software source documents, algorithms, blueprints, patterns, dies, molds, tools, plate cuts and gauges and formulas related to the business and the current future and proposed products and services; and
- b) the information concerning research, experimental work, development, design details and specifications engineering,
- c) all notes memoranda analyses or other writings prepared using or referring to any information not generally known to the public through legitimate origins and
- d) all electronic mail, that may not be identified or marked as “Proprietary” or “Confidential”. The failure to identify or mark the Confidential Information as “Proprietary” or “Confidential” shall not mean that the information is not subject to the requirements of this Agreement

“Leader Range Technology Sdn Bhd” Includes its subsidiary companies, holding company and any subsidiary companies of that holding company.

## **2. NON-DISCLOSURE AND NON-USE UNDERTAKING OF THE RECEIVING PARTY**

- 2.1 Except for the purpose stated, the receiving party agrees that it will not directly or indirectly make use of, disseminate or in any way disclose any Confidential Information of the disclosing party to any person, firm or business, except to the extent necessary for negotiations, discussion and consultations with personnel or authorized representatives of the disclosing party and any purpose the disclosing party may hereafter authorize in writing. The existence of any business negotiations, discussion, consultations or agreements between the disclosing party and the receiving party shall not be released to any form of media without the prior written approval of the disclosing party. The receiving party agrees that it shall treat all Confidential Information of the disclosing party with the same degree of care as it accords to its own Confidential Information.

## **3. EXCLUSION FROM NON-DISCLOSURE AND NON-USE UNDERTAKINGS**

- 3.1. The receiving party shall not be liable to the disclosing party for disclosure of any of the Confidential Information if the receiving party can document and establish that the Confidential Information: -
- 3.1.1. was available in the public domain at or subsequent to the time it was disclosed or communicated to the receiving party by the disclosing party through no fault of the receiving party.
  - 3.1.2. was disclosed with the prior written approval of the disclosing party.
  - 3.1.3. was rightfully received by the receiving party from a third party without any obligation of confidentiality.
  - 3.1.4. was independently developed or ascertained by the receiving party.
- 3.2. Any of the Confidential Information may be disclosed to any governmental or other authority or regulatory body but only to such extent as required by the law.
- 3.3. If the receiving party is required to disclose Confidential Information in response to a valid court order or other governmental body or as otherwise required by the law, the receiving party shall give the disclosing party written notice prior to any disclosure of the Confidential Information so that the disclosing party may contest the disclosure or obtain a protective order.

#### **4. INTELLECTUAL PROPERTY AND DERIVATIVES**

- 4.1 Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise to the receiving party, whether expressly, implied or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights acquired by the disclosing party prior to or after the date of this Agreement.
- 4.2 Any Derivatives created by either the disclosing party or the receiving party from the Confidential Information shall remain the property of the disclosing party and except any herein provided no license or other rights to Confidential Information and Derivatives is granted or implied hereby. For the purposes of this Agreement, "Derivatives" shall mean:
- (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted;
  - (ii) for patentable material, any improvement thereon; and
  - (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which be protected by copyright, patent and/or trade secret.

#### **5. REVERSE-ENGINEERING**

- 5.1 The receiving party shall not reverse-engineer, decompile, or disassemble any hardware or software provided or disclosed to the receiving party and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend or other notice of ownership from any originals or copies of Confidential Information the receiving party obtains from the disclosing party.

#### **6. PROPRIETARY RIGHTS**

- 6.1 The receiving party hereby acknowledges that the Confidential Information disclosed by the disclosing party to the receiving party shall remain the property of the disclosing party.

#### **7. NON-ASSIGNMENT**

- 7.1 The receiving party shall not assign or transfer any rights or obligations under this agreement without the prior written consent of the disclosing party.

#### **8. GOVERNING LAW**

- 8.1 This agreement shall be governed by and construed in all respects in accordance with Malaysian Law and the parties irrevocably agree that the Courts of Malaysia shall have exclusive jurisdiction in respect of any dispute suit action or proceedings, which may arise out of or in connection with this agreement, provided always that where practicable parties shall refer any disputes for arbitration at the Kuala Lumpur Regional Centre for Arbitration, the proceedings of which shall be conducted under the UNCITRAL Arbitration Rules 1976 and in the English language.

#### **9. NO VARIATIONS EXCEPT BY WRITING**

- 9.1 No provision of this agreement may be voided, amended, waived, discharged, absolved, or terminated verbally nor may any breach or omission of any provision of this agreement be waived or condoned verbally save with the consent of the parties hereto in writing.

## **10. NO WAIVER OF RIGHTS**

- 10.1 No failure or delay on the part of the parties hereto in exercising nor any omission to exercise any right, power, privilege or remedy accruing to them hereunder upon any default on the part of the other party shall impair any such right, power, privilege or remedy or to be construed as a waiver thereof or an acquiescence in such default nor shall any action by any party in respect of any default by the other party or any acquiescence in any such default affect or impair any right, power, privilege or remedy of any party in respect of any other or subsequent default

## **11. NO PARTNERSHIP**

- 11.1 Nothing in this agreement shall create or be deemed to create a partnership or agency between the parties.
- 11.2 This agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise, dispose of any technology, products or services.

## **12. ENTIRETY**

- 12.1 This agreement contains the whole agreement between the disclosing party and the receiving party relating to the transactions provided for in this Agreement and supersedes all previous discussions understanding and agreements (if any) between parties in respect of such matters and each of the parties to this agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except as those contained in this Agreement.

## **13. SEVERABILITY**

- 13.1 If at any time during the currency of this Agreement any provision, condition, term, stipulation, covenant or undertaking of this Agreement is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions hereof.

## **14. NOTICE**

- 14.1 Any notice or demand required to be served hereto shall be in writing and shall be deemed to be sufficiently served if it is sent by the party, or its/his solicitors by registered post addressed to the other party's address herein mentioned and in such case it shall be deemed to have been received at the time when such registered letter would in the ordinary course be delivered.

## **15. GIFTS, INDUCEMENTS AND REWARDS**

- 15.1 Leader Range Technology shall be entitled to terminate this agreement with the recipient and to recover from the recipient any loss and damage resulting from such termination if the recipient shall have:
- 15.1.1 offered or given or agreed to give to any person any gift or consider of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or any document which is supplemental to this agreement; or
- 15.1.2 for showing or forbearing to show favor to any person in relation to any matter whatsoever arising under this agreement or if the like acts shall have been done by any person employed the recipient or acting its behalf (whether with or without the knowledge of the recipient); or
- 15.1.3 if in relation to this agreement or any other document supplemental to this agreement or any person employed by them or acting on its behalf shall have committed any offence under Chapter IX of the Penal Code (Law of Malaysia – Act 574) or any provision of the Anti-Corruption Act 1997 (Law of Malaysia – Act 574) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Chapter of the Penal Code or the Anti-Corruption Act 1997

## 16. SUCCESSORS-IN-TITLE

16.1 This agreement shall be binding upon the successors-in-title and permitted assigns of the parties hereto.

**IN WITNESS, WHEREOF** the parties have set their respective hands the day and year first above written.

### THE FIRST SCHEDULE

Section	Item	Particulars
1	Date of this Agreement	
2	Name of Company  Address of Principle Office	<b>LEADER RANGE TECHNOLOGY SDN BHD (Co.No.668897-H)</b>  1A Lintang Kampung Jawa, NFTZ Bayan Lepas, 11900 Bayan Lepas, Penang, Malaysia.
3	The Name of Company  Address of Principle Office	
4	The Purpose	Confidentiality of Technical or Business Information

<b>LEADER RANGE TECHNOLOGY SDN BHD</b>	
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: