

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into on this ____ day of _____, 2024 by and between:

AI Smartual Learning Sdn Bhd

(hereinafter referred to as "the Company"), a company incorporated under the laws of Malaysia, having its principal place of business at 23-5 Menara Bangkok Bank, Berjaya Central Park, Jalan Ampang, 50450 Kuala Lumpur Malaysia;

AND

.....
(hereinafter referred to as "the Employee"), residing at

RECITALS

WHEREAS, the Company is engaged in the business of providing learning management systems and related technologies;

WHEREAS, the Employee is employed by the Company in the capacity of, with access to the Company's proprietary system codes and other confidential information;

WHEREAS, the Company wishes to protect its proprietary information and maintain its confidentiality;

WHEREAS, the Employee acknowledges the importance of maintaining the confidentiality of the Company's system codes and agrees to abide by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Confidential Information

1.1 Definition: For the purposes of this Agreement, "Confidential Information" shall include but not be limited to the Company's system codes, software, algorithms, designs, technical specifications, processes, business strategies, and any other proprietary information that is disclosed to the Employee in the course of their employment.

1.2 Obligation to Maintain Confidentiality: The Employee agrees to keep all Confidential Information in strict confidence and shall not, without the prior written consent of the Company, disclose, use, or permit the use of the Confidential Information for any purpose other than in the performance of their duties for the Company.

2. Prohibited Actions

2.1 The Employee shall not share, transfer, or distribute the Company's system codes or any other Confidential Information to any third party, individual, or entity.

2.2 The Employee shall not use the Confidential Information for any unauthorised purpose, including personal gain or for the benefit of any third party.

3. Consequences of Breach

3.1 **Termination of Employment:** In the event of a breach of this Agreement, the Company reserves the right to terminate the Employee's employment with immediate effect.

3.2 **Legal Action:** The Company reserves the right to pursue legal action against the Employee for any damages, losses, or harm caused by the breach, including but not limited to claims for injunctive relief, monetary damages, and any other remedies available under the law.

3.3 **Indemnification:** The Employee agrees to indemnify and hold harmless the Company from any and all losses, damages, claims, or expenses, including attorney's fees, that arise from a breach of this Agreement.

4. Duration

4.1 The obligations of the Employee under this Agreement shall continue for the duration of their employment with the Company.

5. Governing Law

5.1 This Agreement shall be governed by and construed in accordance with the laws of Uganda and Malaysia, without regard to its conflict of laws principles.

6. Miscellaneous

6.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

6.2 **Amendments:** Any amendments or modifications to this Agreement must be in writing and signed by both parties.

6.3 **Severability:** If any provision of this Agreement is found to be unenforceable or invalid, such provision shall be severable from this Agreement and shall not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AI Smartual Learning Sdn Bhd

Authorised Signatory

Name: _____

Title: _____

Date: _____

Staff

Employee Signature

Name: _____

Date: _____
