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Confidentiality and Non-Disclosure Agreement Between [Company Name] and [Employee Name] (NRIC No.)

This Agreement is effective from [commencement date] and made between [Company Name] of [Company Address] ("the Company") and [Employee Name], NRIC No. , of [Employee Address] ("the Employee").

In connection with the Employee's employment commencing on [commencement date], the above parties acknowledge that Confidential Information may be disclosed by the Company to the Employee during the period of the program.

As a condition to being furnished such Confidential Information, the Employee agrees to treat such Confidential Information furnished or disclosed on or after the effective date hereof, in accordance with the provisions set forth herein.

1. Confidentiality

- 1.1. The Employee acknowledges that effective the date of this Agreement, the Employee will have access to and be entrusted with Confidential Information of the Company and its clients and their respective dealings, transactions and affairs, all of which information is or may be confidential.
- 1.2 the Employee shall not (except in the proper course of duty as an employee and except as provided for by paragraph 2 below) during or after the Employee's employment:
 - (i) make use, divulge or communicate to any person whomsoever or otherwise make use of, whether for the Employee's own benefit or for the benefit of any other person, firm, company or association (and shall use the Employee's best endeavours to prevent the publication or disclosure of) any trade secrets, or any Confidential Information of the Company or its clients;
 - (ii) make use, divulge or communicate to any person whomsoever or otherwise make use of, whether for the Employee's own benefit or for the benefit of any other person, firm, company or association (and shall use the Employee's best endeavours to prevent the publication or disclosure of) any discussions or negotiations concerning the works or projects contemplated by the Company or its clients and/or any possible transactions undertaken with/by the Company or its clients or any of the terms or conditions of possible or actual transactions (including but not limited to any resultant contracts) undertaken with/by the Company or its clients;
 - (iii) retain Confidential Information of any client or business associate of the Company; or
 - (iv) be held out or represented by any other person, as being in any way connected with or interested in the Company or its clients.

This duty of confidentiality shall survive the tenure of employment of the Employee.

1.3 All documents, drawings, specifications, data, trade secrets and other tangible or intangible materials containing any Confidential Information of the Company or its clients which shall be acquired, received or made by the Employee during the course of the Employee's employment shall be the property of the Company (or its clients, as the case may be) and shall be surrendered by the Employee to a person duly authorised in that behalf at the cessation of the Employee's employment or at the request of a Director of the Company at any time during the course of the employment.

2. Permitted Disclosure

The obligations of confidentiality assumed by the Employee pursuant to this Agreement shall not apply to the extent that such information: (i) is a matter of public knowledge without any breach of this Agreement by the Employee; (ii) was disclosed to the Employee by a third party who or which is not required to maintain its confidentiality; or (iii) is the subject of a written agreement whereby the Company consents to the disclosure of such Confidential Information by the Employee on a non-confidential basis or (iv) is already known to the Employee prior to entering into this Agreement.

3. Consequences of Breach

The Employee acknowledges and agrees that the Company and/or its clients may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that the Company and/or its clients may seek an injunction or specific performance for any threatened or actual breach of the provisions of this Agreement by the Employee.

4. No Waiver

The parties agree that no failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privileges hereunder preclude any further exercise thereof or the exercise by the other party of any other right, power or privileges hereunder. The terms of this Agreement and the parties' obligations hereunder may only be amended or modified by written agreement between the parties hereto.

5. Entire Agreement

- 5.1 This Agreement shall be governed and construed and enforced in accordance with the laws of Malaysia and the parties irrevocably agree to submit to the exclusive jurisdiction of the Malaysia courts in all proceedings arising out of this Agreement or its terms.
- 5.2 Any provisions of this Agreement which are expressly provided to survive the expiration or sooner termination of the Agreement shall so survive, including but not limited to the confidentiality provision.
- 5.3 This Agreement represents the complete and full understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.
- 5.4 If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
- 5.5 This Agreement shall be binding on the parties and their respective successors.

6. Definitions and Headings

In this Agreement unless the context otherwise requires:

"Confidential Information" means any information and documents concerning the Company's (and its clients') business, affairs, operations, assets, organisation, dealings, client/customers, suppliers, employees, staff, partners, financial and other information, trade secrets, plans, data, developments, processes, procedures, operations, market research, marketing techniques and plans, business plans and strategies, fees policies, investment portfolios and other business and/or technical information and materials, in oral, written, electronic, graphic or machine-readable form, and any analyses, compilations, studies or documents which summarize such information. Confidential Information shall also include such information or material proprietary to or relating to the Company (and its clients)

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which the Employee may obtain knowledge about or access to or be supplied with such information. Confidential Information also includes any information described above which the Company has obtained from another party and treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company or its clients.

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF the Parties have executed this Agreement or caused it to be executed in their names and on their behalf by their duly authorised representatives on the date set forth.

Signed for and on behalf of [Company Name]:	Signed by:
	Signature:
Name: Designation:	Name: NRIC/Passport No.:
In the presence of:	In the presence of:
Name:	Name:
NRIC No.:	NRIC No.: