



## **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)

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:

.....  
Authorised Signatory

Name:  
Designation:

.....  
Signature:

Name: .....

NRIC/Passport No.: .....

In the presence of:

.....

Name: .....

NRIC No.: .....

In the presence of:

.....

Name: .....

NRIC No.: .....