

## CONFIDENTIAL DISCLOSURE AGREEMENT DISCLOSURES BY [Company Name]

This **CONFIDENTIAL DISCLOSURE AGREEMENT** ("Agreement") is made on, \_\_\_\_\_ ("Effective Date") between \_\_\_\_\_, **NRIC No.** \_\_\_\_\_, ("Recipient") and [Company Name] ("the Company"). The parties hereby agree that disclosures of Confidential Information to Recipient shall be governed by the following terms and conditions.

1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means any and all of the Company's proprietary, and technical information, data and processes, and Story Scripts whether tangible or intangible, including, without limitation, any and all techniques, discoveries, inventions, processes, copyrights, copyright applications, know-how, trade secrets, and software programs disclosed by the Company during the employment of the Recipient under this Agreement, and includes, but is not limited to the following: If provided in tangible form, Confidential Information shall be marked "confidential," or with another restrictive legend. If disclosed orally, Confidential Information shall be summarized in writing and delivered to Recipient within thirty (30) days of disclosure.

2. **Limitations of Use.** Recipient acknowledges that Confidential Information constitutes valuable trade secrets of the Company and agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Confidential Information as it uses to protect its own Confidential Information. Recipient agrees to disclose Confidential Information only to its employees with a direct need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient shall not remove the proprietary notices of the Company from Confidential Information, and This Agreement imposes no obligations on the Company to develop, sell, license or otherwise make available any technology or products, or enter into any further agreements with Recipient.

3. **Exclusions.** Recipient shall have no obligation under this Agreement as to Confidential Information which: (a) is known to Recipient, as evidenced by documentation in Recipient's possession; (b) is independently developed by Recipient, provided Recipient can show that such development was accomplished without access to the Confidential Information; (c) becomes known to Recipient from another source without confidentiality restriction on subsequent disclosure or use; (d) is or becomes part of the public domain through no wrongful act of Recipient; or (e) is disclosed pursuant to any judicial or governmental request or order; provided that Recipient takes reasonable steps to give the Company sufficient prior notice so that it may contest or limit any such request or order.

4. **Enforcement.** Recipient agrees that in the event of an unauthorized use of any Confidential Information, the Company will not have an adequate remedy at law, and is entitled to injunctive relief.

5. **Period of Disclosure/Termination.** This Agreement covers only Confidential Information disclosed between the Effective Date and [number] years thereafter. This Agreement and each party's obligations hereunder, shall expire [number] years from the Effective Date. However, either party may terminate this Agreement at any time upon [number] days prior written notice to the other party, upon which Recipient will cease use of and return or destroy all Confidential Information. In the case of termination, all provisions of this Agreement shall survive for a period ending [number] years from the Effective Date, except for Section 2 and item (c) of Section 3.

6. **Warranty.** CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", AND THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT.

7. **General.** (a) **Assignment.** This Agreement is not assignable or transferable by either party; any attempted assignment will be void and without effect, unless such assignment is agreed to in writing by both parties. (b) **No Other Rights.** No license or transfer of intellectual property rights in any Confidential Information are provided hereunder, either expressly or by implication, estoppels or otherwise. (c) **No Agency.** This Agreement does not create any agency or partnership relationship. (d) **Export.** The parties acknowledge that the export of Confidential Information may be subject to regulations which may prohibit the export of such information to certain foreign countries or the disclosure of such information to certain foreign nationals. The parties, therefore, agree to comply strictly with all applicable export laws, regulations, executive orders and the like. (e) **Choice of Law.** This Agreement will be governed by and interpreted in accordance with the laws of Malaysia. Recipient agrees that any dispute regarding this Agreement is subject to the exclusive jurisdiction and venue of Malaysia. (f) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties on the subject matter identified herein. Any modifications to this Agreement must be made in writing and signed by both parties.

### AUTHORIZED SIGNATORY OF THE COMPANY

NAME	
JOB TITLE	
COMPANY NAME	
DATE	

Signature : \_\_\_\_\_

### RECIPIENT

NAME	
NRIC No.	
DATE	

Signature : \_\_\_\_\_