

DATED THIS 28th DAY OF OCTOBER 2021

NON DISCLOSURE AGREEMENT

BETWEEN

ZOKO LLC

AND

ADAM IDRIS BIN MOHAMAD ISMOL

THIS NON DISCLOSURE AGREEMENT is made this 28th day of October, 2021.

BETWEEN

ZOKO LLC a company registered in United States of America with its address at 1309 Coffeen Avenue STE 1200 Sheridan, Wyoming 82801 and current address at 26-1 Metro Business Centre Jalan Tasik Selatan 3, Bandar Tasik Selatan 57000 Cheras W.P Kuala Lumpur Malaysia (hereinafter called "the Company") of the one part

AND

ADAM IDRIS BIN MOHAMAD ISMOL (020228-01-1901), with a registered address at No. 8, Jalan Hang Jebat 5, Harmony Park, East Ledang 79250, Iskandar Puteri, Johor (hereinafter called "the Service Provider") of the other part.

ZOKO LLC and ADAM IDRIS BIN MOHAMAD ISMOL are each hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS:

- A. ZOKO LLC are desirous of appointing ADAM IDRIS BIN MOHAMAD ISMOL for the purpose of developing the back end programming to the comprehensive Personal Shopping/e-commerce/fulfillment platform solution currently known as "**SWEGO**" (herein after refers to as "Project")
- B. Pursuant to the Project, the Parties will be sharing with and granting access with each other of the Parties certain confidential and sensitive documents and information.
- C. The Parties agrees that the existence and the contents (including any documents and information exchanged between them) of the discussions and negotiations relating to and in connection with the Project, shall be kept confidential on the terms and conditions set out below.

[The rest of this page is intentionally left blank]

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, unless the context requires otherwise, the following expressions shall have the meaning set out below:

“Agreement” means this agreement including the schedules and any such modifications, variations, amendments or additions, as the Parties may agree in writing from time to time;

“Confidential Information” means all non-public information that the Disclosing Party in this Agreement designates as being confidential to the Receiving Party or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party.

“Confidential Information” includes without limitation, information in tangible or intangible form including but not limited to all documents, reports, intentions, strategies, business policies or corporate plans, analysis and reviews concerning inventions, operations, methodologies, systems, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities, customers information and accounts, business, financial affairs, budgets, audit plans, audit reports, risk management plans, risk management reports, the terms and conditions of services, remuneration information or any other agreement concerning Disclosing Party’s products, license negotiations, any information provided prior to the execution of this Agreement and/or information received from others that the Disclosing Party is obligated to treat as confidential.

“Disclosing Party” Company disclosing the Confidential Information

“Receiving Party” Company receiving the Confidential Information

- 1.2 Save to the extent that the context or the express provisions of this Agreement require otherwise:
- (a) words of any gender include the other gender;
 - (b) words using the singular or plural number also include the plural or singular number, respectively
 - (c) the words “include” or “including” shall be deemed to be followed by the words “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import;
 - (d) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may, from time to time, be amended, modified or re-enacted;
 - (e) references to this Agreement or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified, supplemented or in effect from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms; and
 - (f) references to persons include their respective successors [or, as the case may be, personal representatives,] and any permitted assigns.

2. CONFIDENTIALITY AND TERM

- 2.1 Subject to Clauses 3 and 4, each receiving Party shall not disclose or make available any Confidential Information to any person (other than the receiving or disclosing Parties) without the disclosing Party’s prior written consent, and shall ensure that none of its employees, professional advisors, agents or representatives, or the employees, professional advisors, agents or representatives of its subsidiary, associated or related companies, do or omit to do any act or thing which would cause a breach of this Agreement or otherwise be inconsistent with this Agreement.
- 2.2 Without limiting the generality of Clause 2.1, each receiving Party shall take all necessary measures to ensure that the Confidential Information is not disclosed or made available in breach of Clause 2.1.
- 2.3 Unless mutually agreed between the Parties in writing, this Agreement shall be effective for a perpetual term commencing from (and including) the date of execution of this Agreement.
- 2.4 The obligations of the Parties under this Agreement shall survive for a duration of five (5) years after the conclusion and/or termination of the collaboration or any formal agreement between Zoko LLC and Adam Idris Bin Mohamad Ismol for Confidential Information that has not entered public domain.

3. PERMITTED USE AND DISCLOSURE

- 3.1 The Receiving Party undertakes that it shall only disclose any Confidential Information to any of its or its affiliates' employees, agents or consultants who have a need to know the Confidential Information for achieving the purposes set out in the recitals, as above. The Receiving Party shall advise each such employee, agent and consultant of the confidential nature of the Confidential Information received from the Disclosing Party and of the existence and importance of the Confidentiality provisions of this Agreement, and shall be responsible for ensuring that each such employee, agent and consultant maintains the Disclosing Party's Confidential Information in confidence with the terms of this Agreement.
- 3.2 The Receiving Party undertakes to maintain strict confidentiality of the Confidential Information of the Disclosing Party.
- 3.3 The Receiving Party further undertakes not to disclose any Confidential Information to any third party without specific and prior written consent of the Disclosing Party and to use the Confidential Information only for the purpose of this Agreement as aforesaid in the recital, as above.
- 3.4 If the Confidentiality Information is required by law or by an order of a court or tribunal of competent jurisdiction or by any regulatory or governmental authority to be disclosed, the receiving Party:
- (a) may so disclose such Confidential Information but only to the extent of the disclosure requirement as may be imposed on the Receiving Party, its subsidiary, associated or related companies, or their respective employees, professional advisors, agents or representatives;
 - (b) shall immediately inform the Disclosing Party of the disclosure requirement; and
 - (c) shall reasonably assist the Disclosing Party to secure the agreement of the person or persons to whom the Confidential Information is to be disclosed, not to further disclose and to otherwise protect the confidentiality of such Confidential Information, on terms identical to those set out in this Agreement.

[The rest of this page is intentionally left blank]

4. EXCEPTIONS TO CONFIDENTIALITY OBLIGATIONS

4.1 "Confidential Information" shall not include information which is:

- i. in public knowledge or domain prior to its receipt from the Disclosing Party or which thereafter becomes part of public domain through no fault of the Receiving Party;
- ii. lawfully in the possession of the Receiving Party prior to the time of its receipt from the Disclosing Party and was not acquired directly or indirectly from any third party under any confidentiality restrictions;
- iii. received after the time of disclosure, from a third party not under a similar obligations of confidentiality to the other party; or
- iv. independently developed by the Receiving Party employees without access to the Disclosing Party information.

5. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

5.1 The Receiving Party recognizes that all documents and records (and copies thereof) received by it from the Disclosing Party shall be at all times the exclusive property of the Disclosing Party. The Receiving Party shall at all times keep all such documents and records and copies thereof in its own custody and control, and surrender the same on demand by the Disclosing Party and shall not retain any copies, extracts or other reproductions in whole or in part of such documents and records provided the Receiving Party shall be entitled to retain a copy of such relevant documents or other materials as evidence to its involvement in the engagement. Any document to be retained by the Receiving Party for the said purpose shall be first discuss and agreed by the Disclosing Party.

6. REMEDY

6.1 Because of the unique and sensitivity of the Confidential Information, the Receiving Party understands and agrees that the Disclosing Party will suffer irreparable harm or loss in the event the Receiving Party fails to comply with any of its obligations contained in this Agreement and that monetary damages will be inadequate to compensate the Disclosing Party for such breach. The Receiving Party therefore agrees that the Disclosing Party shall have the right to seek immediate injunctive relief and specific performance to enforce the confidentiality obligations contained herein.

7. WAIVER

7.1 No waiver by the Disclosing Party express or implied, of any breach of or default in performance of any obligations under this Agreement by the Receiving Party shall be deemed or construed to be a waiver of any other breach or default as respects performance of similar or any other obligation.

8. NOTICE

- 8.1 All notices or communication under this Agreement shall be in writing and shall be sent to the address of the respective parties as stated above or such other address as the parties may designate from time to time by ordinary post or prepaid registered post or facsimile transmission or electronic mail. Any notices given pursuant to this clause shall be deemed to have been served if:-
- 8.1.1 Sent by ordinary post, on the third business day after the date of posting.
 - 8.1.2 Sent by prepaid registered post, on the second business day after the date of posting,
 - 8.1.3 Sent by fax, upon notification that the message was successfully transmitted in its entirety; and
 - 8.1.4 Sent by electronic mail, on the date which the electronic mail was recorded as sent in the electronic mail server.

9. AMENDMENT

- 9.1 This Agreement may be modified or amended in writing only by the parties hereto.

10. ILLEGALITY

- 10.1 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue to be in full force and effect.

11. ENTIRE AGREEMENT

- 11.1 This Agreement shall constitute the entire agreement between the parties hereto with respect to the use and disclosure of Confidential Information in relation to this project and supersedes all prior or contemporaneous representations, agreements and promises, written or oral between the parties hereto.

12. INDEMNITY

- 12.1 The Receiving Party shall fully indemnify and hold harmless the Disclosing Party from and against all claims, actions, proceedings, costs, expenses, damages, liabilities or any losses whatsoever suffered by the Disclosing Party arising out of or in connection with any breach of this Agreement by the Receiving Party.

13. ASSIGNMENT

- 13.1 This Agreement shall not be assigned by any Party without the written consent of all the other Parties.

14. SUCCESSORS BOUND

- 14.1 This Agreement shall be binding on the respective successors or, as the case may be, personal representatives, and permitted assigns of the Parties.

15. ARBITRATION

- 15.1 Submission: If any matter, dispute or claim cannot be settled amicably by the parties hereto within thirty (30) days after the same have been referred to the Dispute Resolution Committee, then the matter, dispute or claim may be referred by either party to an arbitrator to be agreed between the parties, or failing agreement, to be nominated on the application of any party by the Director of the Kuala Lumpur Regional Centre for Arbitration and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 2005.
- 15.2 Venue and Rules: The arbitration proceedings shall be held at the Kuala Lumpur Regional Centre for Arbitration using the arbitration rules of the centre and utilizing the facilities and system available at that centre.
- 15.3 Language of Proceedings: The arbitration proceedings shall be conducted in the English language.
- 15.4 Costs: Each Party shall bear its own costs of the arbitration proceedings.
- 15.5 Decision and Award Binding: The decision and award of the arbitrator shall be final and binding on the parties.
- 15.6 Continuity: The reference to any matter, dispute or claim to arbitration pursuant to this Clause or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the parties to perform their respective obligations under this Agreement.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement shall be construed in accordance with and be subject to the laws of Malaysia, and United States of America. Any dispute or difference arising out of or in relation to this Agreement, unless amicably settled by mutual discussion, shall be submitted to the non-exclusive jurisdiction of the Courts in Malaysia, and United States of America.

17. LEGAL COST AND STAMP DUTY

- 17.1 Each party hereto shall bear its respective solicitor's fees and other costs and expenses in connection with the preparation of this Agreement.


IN WITNESS HEREOF, this Agreement has been executed by the duly authorized representatives of the Parties on the day and year first above written.

SIGNED by
for and on behalf of
ZOKO LLC

)
)
)
)
.....
Name: Zul Jazeli Bin Norsalehe
Designation: Founder
) 26th October 2021

Dated at

In the presence of:


.....
Name: Afnan 'Aqif Bin Mohd Pidaus
Designation: Head Operations

SIGNED by
for and on behalf of
ADAM IDRIS BIN MOHAMAD ISMOL

)
)
)
)
)
.....
Name: ADAM IDRIS BIN MOHAMAD ISMOL
Designation: INTERN PROGRAMMER

Dated at

In the presence of:

.....
Name:
Designation:

[The rest of this page is intentionally left blank]