**DATED {{DAY}} DAY OF {{MONTH}}**

**BETWEEN**

**THE PARTY B**

**(Particulars of whom are set out in Section 3 of the Schedule 1)**

**(“THE PARTY B”)**

**AND**

**GAMBIT GROUP SDN BHD**

(Company No.: 201801043103 (1305135-P))

**(“THE PARTY A”)**

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into on the day as stated in **Section 1 of Schedule 1**.

**BETWEEN**

1. The party whose particulars are as stated under **Section 2 of Schedule 1** herein (“**Party A**”) of the one part;

AND

2. The party whose particulars are as stated under **Section 3 of Schedule 1** herein (“**Party B**”) of the other part.

(Party A and Party B shall collectively be referred to as “**the Parties**” and individually referred to as “**the Party**”)

**WHEREAS: -**

A. The Parties hereto shall enter into this Agreement in contemplation of one or more meetings and/or various communications and discussions which involves the disclosure by the party disclosing the Confidential Information (“**Disclosing Party**”) to the party receiving the Confidential Information (“**Receiving Party**”) of Confidential Information (as defined below) with respect to the purpose as set out in **Section 4 of Schedule 1** herein (“**Purpose**”).

**NOW THEREFORE**, it is hereby agreed as follows: -

**1. Confidential Information**

* 1. “**Confidential Information**” is defined as any information or material, orally or in written form, graphic, electronic or other form which is confidential or proprietary in nature, including but not limited to, business operations, business plans and strategies, investment plans, contracts, employment agreements, corporate information, financial information, management information, flow charts, organisational charts, spread sheets, graphs, tables, operational descriptions, analyses, reports, results of tests or evaluation, adaptations, translations, statements, customer and product development plans, ideas, discoveries, specifications, improvements, programs, models, procurement, third party investors, deal pipeline, current and projected sales, revenue assumptions, asset pricing, public relation plan or strategy, unit sizes, branding samples, presentations software and supporting documentations, publications, agreements, products services, research or development, customer and supplier list, debtor and creditor list, technology, software development tools, inventions (patentable or otherwise), trade secrets, trademarks, confidential operations, inventions, processes, schedules, know-how, designs, formulas, computer programs, data bases, techniques, algorithms, computer code, software design and architecture, artwork design, schematics, forecast, documentation, manuals, budgets, marketing studies, plans, drawings, notes, memoranda and the information contained therein disclosed by the Disclosing Party to the Receiving Party or any of its Representatives (as defined below). Any derivative created by the Receiving Party from the Confidential Information shall be deemed part of such Confidential Information, including all copies, reproductions, reprints, translations, compilations, studies, interpretations, summaries, extracts or other documents containing such information whether in whole or in part prepared by the Receiving Party or its Representatives.
  2. In this Agreement, the term “**Representatives**” shall refer to, including without limitation, the directors, shareholders, affiliates, subsidiaries, officers, employees, partners, agents and advisors (including without limitation to the attorneys, accountants, auditors, consultants, bankers, financing sources and financial advisors of such Party).
  3. All Confidential Information supplied hereunder is supplied on an "as is" and "where is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose. The Receiving Party agrees to make its own enquiries and obtain its own independent tax, legal, financial and such other advice as necessary in order to verify the accuracy and completeness of the Confidential Information disclosed by the disclosing Party.
  4. The Disclosing Party shall not be liable for any loss or damage suffered by the Receiving Party as a result of the use of the Confidential Information, except in case of intentional fraud by the Disclosing Party.

**2. Obligation of Confidentiality and Non-Disclosure**

2.1 The Receiving Party shall treat as strictly confidential all the Confidential Information disclosed by the Disclosing Party.

2.2 The Receiving Party shall not at any time: -

(a) disclose the Confidential Information to any person except to those authorised by the Disclosing Party to know on a need-to-know basis;

(b) use the Confidential Information for its own purposes or for any purposes;

(c) use, reproduce or copy the Confidential Information, in whole or in part, without prior written consent of the Disclosing Party;

(d) through failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information; or

(e) reverse engineer, decrypt, disassemble, decompile or attempt to reconstruct, identify, decipher or discover any source code, underlying ideas, techniques, or algorithms of prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information provided to the Receiving Party, except specifically authorized in advance by Disclosing Party in writing.

2.3 The Receiving Party may disclose Confidential Information which would otherwise be confidential if and to the extent: -

(a) it is required to do so by law or an order of a court of competent jurisdiction or regulatory or governmental body to which it is subject wherever situated;

(b) it considers it necessary to disclose the Confidential Information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;

(c) the Confidential Information was lawfully available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party prior to any disclosure thereof by the Disclosing Party, as evidenced by competent proof thereof;

(d) the Confidential Information has come into the public domain through no fault of the Receiving Party; and

(e) the Confidential Information is approved for release or use by written authorisation of the Disclosing Party.

2.4 For purposes of this Agreement, Confidential Information shall not be deemed to be in the public domain merely because individual elements thereof are separately found in the public domain.

**3. Ownership of Confidential Information**

3.1 All Confidential Information (including all copies, extracts and portions thereof) shall be and remain the sole property of the Disclosing Party, and that the Disclosing Party may use such Confidential Information for any purpose without obligation to the Receving Party. Nothing contained herein shall be construed as granting or implying any license or transfer of rights in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information to the Receiving Party.

**4. Term**

4.1 The obligation of the Receiving Party and/ or its representatives in respect of the disclosure and use of Confidential Information acquired from the Disclosing Party and the provisions of this Agreement shall continue to apply without limit in point in time but shall cease to apply when (i) the Parties enter into a definitive agreement in relation to the Purpose whereupon the Parties will be bound by the provisions in the said definitive agreement; or (ii) the Confidential Information has come to public knowledge and/ or made available in the public domain through no fault of the Receiving Party and/or its representatives, whichever is earlier.

4.2 Nothing contained in this Agreement shall be construed or implied as obligation of the Parties to enter into the definitive agreement or any other business arrangement, partnership or joint venture relationship between the Parties. Either Party may at any point in time for any reason terminate the discussions and negotiations with regards to the Purpose, without becoming liable towards the other Party for any cost or damage. Each Party is conducting such discussions and negotiations at its own cost and for its own risk.

**5. Remedies**

5.1 The Receiving Party agrees that the obligations of the Receiving Party herein are necessary and reasonable in order to protect the Disclosing Party and that the Receiving Party acknowledges that damages are not sufficient remedy for any breach of this clause and that the Disclosing Party is entitled to seek specific performance or preliminary or injunctive relief (as may be appropriate) as a remedy for any breach or threatened breach by the Receiving Party or Receiving Party’s representatives, in addition to any other remedies available at law or equity, including but not limited to any claim for damages or loss provided that any losses which are not reasonably foreseeable but which the Receiving Party shall have been duly informed in writing by the Disclosing Party of the possibility of such losses occurring shall also be recoverable.

**6. General Provisions**

6.1 Notices

Any notice or request to be given, made or served for any purpose under this Agreement shall be in writing and shall be deemed effectively given, made or served by sending the same by registered post or delivering it by hand to the Parties at their respective addresses set out in **Schedule 1** herein or sending it by facsimile transmission or electronic mail and shall be deemed to have been duly served five (5) working days next after that on which it was posted (if served by posting) or on the day of delivery (if served by delivery of hand) or on the day of despatch (if served by facsimile transmission or electronic mail).

6.2 Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of Malaysia. The Parties shall undertake to use their best endeavours and efforts to resolve any dispute arising therefrom this Agreement, promptly through amicable consultations, conciliation or other agreed upon methods. Any unresolved dispute, controversy or claim arising out of or relating to this Agreement, including its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts of Malaysia which will have non-exclusive jurisdiction.

6.3 Cost and Expenses

Each Party shall bear its own costs and expenses arising out of the preparation and execution of this Agreement.

6.4 Severance

Any term, condition, stipulation, provision, covenant or undertaking in this Agreement which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

6.5 Amendment or Variation

No amendment or variation of this Agreement shall be effective unless made in writing and signed by and on behalf of each of the Party.

6.6 Waiver and Indulgence

(a) No delay or omission by a Party in the exercise of any right, power or remedy provided by law or under this Agreement shall impair such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy.

(b) The single or partial exercise by a Party of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

6.7 No Partnership

The Receiving Party shall not represent itself as the Disclosing Party’s licensee, partner, joint venture partner or in any other capacity whatsoever nor shall the Receiving Party enter into or attempt to enter into any agreement or understanding on behalf of the Disclosing Party or represent that it has such authority.

6.8 Binding Effect

This Agreement shall be binding on and inure to the benefit of the successors, permitted assigns, heirs and estate, as the case may be, of each Party.

6.9 Personal Data Protection

Each Party acknowledges that, in the course of performing this Agreement, it may receive or handle Personal Data (as defined under the Personal Data Protection Act 2010, “PDPA”) relating to individuals associated with the other Party. Both Parties agree to comply with the PDPA and shall take reasonable steps to protect such Personal Data against unauthorized access, loss, or disclosure.

Where Personal Data is disclosed under this Agreement, the Receiving Party agrees to:

1. Process the Personal Data solely for the purposes outlined in this Agreement;
2. Implement appropriate security measures to protect the Personal Data;
3. Refrain from transferring the Personal Data outside of Malaysia, except in accordance with Section 129 of the PDPA or with the consent of the data subject;
4. Promptly notify the Disclosing Party of any breach involving the Personal Data; and
5. Provide reasonable assistance to the Disclosing Party in responding to any request by a data subject to access or correct their Personal Data.

This clause shall remain in effect even after the termination or expiry of this Agreement.

6.10 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties and supersede all negotiations, commitments, agreements and writings prior to the date hereof relating to the subject matter hereof.

[the rest of the page has been intentionally left blank]

**IN WITNESS WHEREOF** the Parties hereto have set their hands the day and year first above written.

Party A

Signed by

For and on behalf of )

**GAMBIT GROUP SDN BHD** )

**(Company No. 201801043103 (1305135-P)** )

)

In the presence of: - ) …….………………………………………

DATUK CLIFFORD HII TOH LEONG

DIRECTOR

Party B

Signed by

**{{NAME}}**

**(NRIC No. {{ID\_NO}})**

)

In the presence of: - ) …….………………………………………

{{NAME}}

**SCHEDULE 1**

|  |  |  |
| --- | --- | --- |
| **SECTION** | **MATTER** | **PARTICULARS** |
| 1 | Date of this Agreement | {{DATE}} |
| 2 | Particulars of Party A | COMPANY NAME: GAMBIT GROUP SDN BHD  CO REGISTRATION NO.: 201801043103 (1305135-P)  ADDRESS: J-39-01, LEVEL 39, HCK TOWER J,  EMPIRE CITY, JALAN DAMANSARA,  47820 PETALING JAYA, SELANGOR.  TEL: +019-714 1885  EMAIL: hacadmin@gambit.com.my |
| 3 | Particulars of Party B | NAME: {{NAME}}  NRIC NO.: {{ID\_NO}}  MAILING ADDRESS: {{ADDRESS}}  TEL: {{PHONE}}  EMAIL; : {{EMAIL}} |
| 4 | Purpose | FOR THE PURPOSE OF ENABLING THE AGENCY TO PERFORM ITS DUTIES IN PROMOTING THE PRODUCTS AND SERVICES OF DIGITAL TRUSTEES BERHAD (DTB). |

(End of Schedule 1)