

DATED THIS ____ DAY OF _____ 2026

BETWEEN

CELCOM TIMUR (SABAH) SDN. BHD.
[COMPANY NO.: 199501001836 (331030-A)]

AND

COMPANY NAME
[COMPANY NO.: XXX]

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“this Agreement”) is made on _____ (“Effective Date”)

BETWEEN

CELCOM TIMUR (SABAH) SDN. BHD. [COMPANY NO.: 199501001836 (331030-A)], a company incorporated in Malaysia under the Companies Act 1965 (which has been repealed and superseded by the Companies Act 2016) and having its principal office at Lot 100, Block K, Lorong Plaza Permai 2, Alamesra, Sulaman–Coastal Highway, 88400 Kota Kinabalu, Sabah (“**CTS**”) of one part;

AND

[COMPANY NAME] [COMPANY NO.: X(X)], a company incorporated in Malaysia under the Companies Act 1965 (which has been repealed and superseded by the Companies Act 2016) and having its registered address at *[Company’s Registered Address]* and business address at *[Company’s Business Address]* (“**the Company**”) of the other part;

CTS and **the Company** shall hereinafter individually be referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS

- (A) The Parties are desirous of participating in discussions to explore mutual business opportunities in relation to *[name of project]* (“**the Project**”), and this will necessitate the sharing of confidential and/or proprietary information by each Party which for the purpose of this Agreement is defined as Confidential Information
- (B) Each of the Parties wish to protect its position in relation to the Confidential Information (defined below) so disclosed in relation to the Project, whether such Confidential Information is disclosed visually, orally, or in the form of photographs, drawings, pictorial, electronic or in other written material, machine readable data and human readable form, software or hardware together with analyses, compilations, studies, presentation or other documents prepared by either of the Party or derived pursuant to discussions with any of its affiliates or the officers, employees, agents, advisers, consultants or representatives thereof.

NOW THEREFORE, in consideration of these premises, the Parties hereto agree as follows:

1. In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings respectively set out below:

“Affiliate” of a Party means in relation to a Party (i) any entity under the control of such Party; or (ii) any entity controlling such Party; or (iii) any other entity under the control of a controlling entity under item (ii);

“Confidential Information” shall include but not limited to:

- (a) information, knowledge or data relating to legal, sales, commercial matters, products and pricing, financial or marketing plans and information, or information of an intellectual or non-technical form including intellectual property or technical nature such as technical data, sketches, models, inventions, know-how, processes, apparatus, equipment, business plans, financial simulations, information concerning employees, research, experimental work, development, design details and specifications, engineering, financial information, procurements requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, drawings, photographs, charts, diagrams, specifications, standards, manuals, reports, formulae, algorithms, processes, lists, trade secrets, computer programs or software, data bases, software documentations, software source documents and formulae, improvement and any new material derived from the Confidential Information or other information in which the Disclosing Party has a business, proprietary or ownership interest or legal duty to protect including any information which is clearly marked as ‘Confidential’; and
- (b) information of whatever nature relating to the respective business of the Company and CTS obtained by observation during visits (if any) to respective relevant premises.

“Disclosing Party” means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of the Party) providing, disclosing or supplying Confidential Information to the Receiving Party;

“Receiving Party” means a Party (through any of its Affiliates or the officers, employees, agents, advisers, consultants or representatives thereof or of the Party), who receives Confidential Information from the Disclosing Party;

“PDPA” means the Personal Data Protection Act, 2010, as amended from time to time; and

“Personal Data” shall have the same meaning as ascribed to the definitions of “Personal Data” and “Sensitive Personal Data” under the PDPA.

2. In respect of all Confidential Information disclosed, the Receiving Party undertakes, subject to Clause 3 below:
 - i. to keep such Confidential Information in strict confidence, and not to use the Confidential Information otherwise than for the purposes of the Business Purpose. Each Party shall be responsible for any breach of the terms of this Agreement by itself or by any of its Affiliates, or any of their respective officers, employees, agents, advisers, consultants or representatives thereof;
 - ii. only to disclose the Confidential Information to those of its or its Affiliates' officers, employees, agents, advisers, consultants, attorney, or representatives who genuinely have a "need to know" for the purpose of facilitating the Business Purpose, and only on the condition that they agree to be bound by the provisions of this Agreement. The Receiving Party shall ensure that such officers, employees, agents, advisers, consultants, or representatives comply with the terms of this Agreement. In any event, the Receiving Party shall be responsible for any breach of this Agreement by any of its or its Affiliates' officers, employees, agents, advisers, consultants, or representatives and shall take all necessary measures (including, without limitation, court proceedings) to prevent such officers, employees, agents, advisers, consultants, or representatives from making prohibited or unauthorized disclosure or use of the Confidential Information;
 - iii. not to disclose the Confidential Information to any person or entity not explicitly named in this Agreement, particulars of the Parties that have exchanged the Confidential Information, discussions and negotiations which are taking place concerning the Project between the Parties, any of the terms, conditions or other facts with respect to the Project including the status thereof, without prior written notice and consent of the Disclosing Party;
 - iv. not to copy or reduce the Confidential Information to writing except as may be strictly necessary for the purpose of this Agreement;
 - v. to maintain and protect the Confidential Information so disclosed with the same degree of care and control as the Receiving Party uses to keep its Confidential Information, and in any event with not less than a reasonable degree of care and to ensure that the Confidential Information has been kept in separate and secure storage. The Receiving Party shall use its best efforts to restrict access to the Confidential Information so as to prevent its unauthorized use, disclosure or reproduction and shall maintain reasonable procedures to prevent loss of any Confidential Information. Notwithstanding the generality of the foregoing, the Receiving Party shall process, store and maintain all Personal Data contained in the Confidential Information received from the Disclosing Party in compliance with the provisions of the PDPA;
 - vi. not to use or cause to be used any Confidential Information in the course or pursuit of any other business relationship or otherwise with any person or entity which is acting or any

act in business competition with the Disclosing Party or to secure a competitive advantage over the Disclosing Party or cause, suffer or permit to be done any of the foregoing acts;

- vii. to return to the Disclosing Party on demand or upon termination of this Agreement, all Confidential Information including all copies thereof, and to destroy or to certify its destruction all notes and any other written reports of documents which may have been made by the Receiving Party and which contain any part of the Confidential Information, except (i) as authorized in writing by the Disclosing Party, or (ii) as is strictly necessary to complete any outstanding obligations relating hereto between the Parties (whereupon such items shall be returned or destroyed on completion thereof or (iii) the Receiving Party may reasonably require to keep such tangible records for archive purposes or as part of its IT backup and disaster recovery systems, or where such Confidential Information is stored in any automatic electronic or back-up system where it is not reasonably practicable to destroy the same, and in such circumstances, the provisions of this Agreement shall continue to apply to all such retained Confidential Information until the ordinary course of deletion thereof;
- viii. to immediately inform the Disclosing Party of any unauthorized disclosure, misappropriation or misuse by any person or any Confidential Information, upon the Receiving Party having knowledge of the same and will co-operate in every way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach; and
- ix. not to reverse engineer, disassemble or de-compile or use in contravention of this Agreement, any prototypes, software or other tangible objects that embody the other Party's Confidential Information.

3. The obligations in Clause 2 above shall not apply to any Confidential Information which:

- i. the Receiving Party can show is in or comes into the public domain prior to the date of this Agreement or thereafter becomes publicly available without any violation of this Agreement or otherwise than by a breach of this Agreement;
- ii. the Receiving Party can show was already in its possession free of any restriction as to non-disclosure prior to, at or subsequent to the time of receipt from the Disclosing Party or becomes available to a Party from a person, other than the other Party and its representatives, who is not, to the best of such Party's knowledge subject to any legally binding obligation to keep such information confidential;
- iii. the Receiving Party can show was lawfully disclosed to it by a third party without restrictions as to use and disclosure;

- iv. the Receiving Party can prove has been independently developed or generated independently without access to or use of or reference to any Confidential Information disclosed under this Agreement;
 - v. is disclosed to a third party pursuant to written authorization from the Disclosing Party; or
 - vi. is disclosed by the Receiving Party to satisfy a requirement of, or demand by, a competent court of law or governmental or regulatory body made pursuant to law or to satisfy the requirements of any stock exchange upon which shares of the parties are listed, provided, however, that the Receiving Party shall notify and consult the Disclosing Party as to the form, nature and the purpose of the disclosure to enable it to seek a protective order or otherwise prevent such disclosure. If no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that such Confidential Information will be kept Confidential.
4. This Agreement shall not be construed as granting expressly or by implication at any time, any transfer, assignment, license on any other rights in respect of any license, patent, copyright, trademarks or other intellectual property or any other industrial property right in force and belonging to the Disclosing Party, which rights shall remain vested in, and the absolute property of the Disclosing Party. In particular the Receiving Party understands and agreed that future product plans may be subject to change without notice at any time and that the Disclosing Party shall have no obligation to execute such plans and shall have no liability as a result of any change to such plans.
5. The property in all Confidential Information disclosed under this Agreement including all copies thereof shall, subject to any right of any other owner, rest with the Disclosing Party. Should either Party be subject to re-organisation, merger, takeover or the like its successor in law shall be bound by the conditions hereof as if they were the original party hereto.
6. In the event that the Receiving Party is obliged to disclose any Confidential Information as a result of any applicable law, rule or regulation or a court order pursuant to governmental action, the Receiving Party shall immediately inform (or where immediate notice is not possible, as soon as practicable thereafter) the Disclosing Party so that the Disclosing Party is given an opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful, the Receiving Party so obligated to disclose Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental action.
7. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, the aggrieved Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Parties acknowledges

that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the Disclosing Party.

8. Neither Party shall advertise or publicly announce that it has entered into this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, nor shall either Party make any public announcement regarding the Project or use of the other Party's name for promotional or marketing purposes without the prior written consent of that other Party.
9. If any provision of this Agreement is held to be invalid, illegal or unenforceable then such provision shall be automatically modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties and all other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved.
10. The Disclosing Party makes no warranties regarding the accuracy of such Confidential Information. The Disclosing Party accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Receiving Party as a result of the receipt of the Confidential Information. It is further understood by the Receiving Party that the Disclosing Party does not warrant or represent that it will introduce any product or service to which the Confidential Information disclosed herein is related.
11. This Agreement shall be effective upon its execution and the Parties agree to be bound by this Agreement for an indefinite period.
12. Upon the discussions between the Parties not having been successful, the Receiving Party shall promptly return all originals, copies, reproductions, and summaries of Confidential Information in its control, or destroy the same in accordance with the Disclosing Party's instructions and shall thereafter confirm its destruction as requested by the Disclosing Party.
13. Each Party hereby covenants and agrees not to solicit, perform services or work directly or indirectly for any customer that the other Party had worked with or was introduced to as part of performing the Project under this Agreement without prior express written consent of the other Party.
14. Either Party shall not, and shall procure and ensure that its Affiliates' officers shall not, directly or indirectly solicit for employment, employ or otherwise retain any of the other Party's employees unless the other Party is informed of the same and such employment is agreed upon in writing by the Party concerned.
15. The Parties hereto acknowledge that any breach of this Agreement contained herein will result in irreparable and continuing damage to either Party for which there will be no adequate remedy at law, and the affected Party shall be entitled to injunctive relief and/or decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

16. All notices, demands or other communications under this Agreement must be given or made in writing, and must be delivered personally, by overnight courier, by A.R. registered mail or sent by fax, with electronic confirmation of receipt, as follows:-

If to:- CELCOM TIMUR SABAH SDN. BHD. (Company No. 199501001836 [331030-A]) Lot 100, Lorong Block K, Lorong Plaza Permai 2, Alamesra, Sulaman Coastal-Highway, 88400 Kota Kinabalu, Sabah	If to:- COMPANY NAME (Company No.: X (X))
Phone : +6088-484999 Fax : +6088-484993 (Attn. : Zurinah Binti Datuk Hanafiah)	Phone : Fax : (Attn. :)

or to such other address or to such fax numbers may be designated by notice from such party.

- 17. Any notice, demand or other communication given or made personally by overnight courier, by A.R. registered mail or by fax in the manner prescribed in this paragraph will be deemed to have been given when clearly received in full.
- 18. This Agreement and the rights and obligations hereunder are personal to the Parties and may not be assigned or otherwise transferred, in whole or in part, without prior written consent of both Parties.
- 19. Each Party shall bear its own costs and expenses incurred in connection with the Project and this Agreement, and the stamping costs of their respective copies of this Agreement.
- 20. The construction validity and performance of this Agreement shall be governed by Malaysia law, and the Parties hereto submit to the exclusive of the Malaysia courts.
- 21. This Agreement may be executed in any number of counterparts (including by electronic signature or exchange of scanned copies via email), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be valid and as binding as if physically signed.

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

Signed for and on behalf of
CELCOM TIMUR (SABAH) SDN. BHD.
[Company No.: 199501001836 (331030-A)]

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Authorised Signatory
Name: Zurinah Binti Datuk Hanafiah
Designation: Chief Executive Officer

Signed for and on behalf of
COMPANY NAME
[Company No.: X (X)]

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Authorised Signatory
Name:
Designation: