

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into by and between

CELCOM TIMUR (SABAH) SDN. BHD. (Co. No.: 331030-A), a company incorporated in Malaysia under the Companies Act 1965 and having its principal office at Lot 100, Block K, Lorong Plaza Permai 2, Alamesra, Sulaman-Coastal Highway, 88400 Kota Kinabalu, Sabah (hereinafter referred to as "CTS") of the one part;

AND

XXX SDN. BHD. (Co. No : XXX), a company incorporated in Malaysia and having its registered address _____ at _____ (please advise) _____ ("XXX") of the other part.

(CTS and XXX are individually referred to as "Party" and collectively as "Parties".)

RECITALS

WHEREAS:

- A. The Parties are desirous to discuss and share their respective technical knowledge and information in respect of XXX.
- B. For such purpose, the Parties will have to disclose to each other commercially valuable non-public, confidential or proprietary information deemed confidential by the Parties, such as but not limited to commercial, financial or technical information or documents that may be disclosed by a Party ("the Disclosing Party") to the other Party ("the Receiving Party") during negotiations.

In consideration of the Parties' mutual disclosure of Confidential Information (defined hereinafter) to each other, which each party acknowledges to be good and valuable consideration for its obligations hereunder, the Parties hereby agree and undertake as follows:

1. The Parties agree that this Agreement shall be valid for a period of five (5) years from the date of execution unless renewed or extended by mutual consent. Notwithstanding the expiry of this Agreement, the Parties shall be bound by the respective terms and conditions in respect of the Confidential Information shared with each other.
2. Confidential Information as used in this Agreement shall mean any information or material which is proprietary to the Disclosing Party or designated as "Confidential Information" by the Disclosing Party whether or not owned or developed by the Disclosing Party, which is not generally known by the Receiving Party or the Receiving Party's personnel, and of which the Receiving Party may obtain knowledge through or as a result of the relationship established hereunder with the Disclosing Party, access to the Disclosing Party's premises, or communications with the Disclosing Party's employees or independent contractors.
3. Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development) : designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trade marks or service marks), customer names and other information related to customers, pricing policies, and financial information.
4. Confidential Information shall not include information that (i) is now or later becomes generally known (other than as a result of a breach of this Agreement); (ii) is independently developed by the Receiving Party, as evidenced by the written records of the Receiving Party; (iii) the Receiving Party lawfully obtains from any third party who has lawfully obtained such information; (iv) has been published or generally disclosed to the public by the Disclosing Party; or which the Receiving Party had prior knowledge of. The Receiving Party intending to rely on the foregoing exclusions, shall bear the burden of showing that any of the foregoing exclusions apply to any information or materials.
5. Each party agrees to hold in confidence and to cause its employees, agents, representatives and subcontractors, if any, to hold in confidence and not to disclose or reveal to any person or entity the Confidential Information received hereunder without the clear and express prior written consent of a fully authorised representative of the Disclosing Party. Each party agrees not to use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of negotiations and implementation of Parties obligations in an agreement, if any.

6. Each party agrees to attempt to limit its disclosure of the Confidential Information made to the other party to those which are reasonably necessary to serve the limited purposes of this and Non-Disclosure Agreement as set forth above.
7. "Each party shall:-
 - (i) only use the Confidential Information for the purposes of entering into agreements for future projects together;
 - (ii) shall ensure that the Confidential Information is only disclosed to persons who are required to view such Confidential Information;
 - (iii) use appropriate efforts to keep the Confidential Information secure; and•
 - (iv) ensure that anyone to whom the Confidential Information is disclosed further abides by the obligations restricting its use as contained in this Agreement.
8. Without limiting the generality of any of the provisions of this Non-Disclosure Agreement, the parties specifically agree that any reports, press releases or other publications containing Confidential Information which are not made or authorised by the Disclosing Party and which appear in any publication prior to the Disclosing Party's official disclosure of such Confidential Information, shall not release the Receiving Party from its obligations hereunder with respect to such Confidential Information. Each party agrees that it shall not publish any review, notice or other report containing any of the other party's Confidential Information prior to obtaining written permission from the Disclosing Party to disclose such Confidential Information hereunder but only to the extent that it is actually disclosed by the Disclosing Party to the Receiving Party. Without prior written consent, any review, notice or other report published by either party shall be limited to information which is not Confidential Information.
9. It is understood that the parties may furnish to each other certain materials, either in writing or otherwise fixed in tangible form, constituting or containing Confidential Information. The Parties agree that any and all these materials shall be furnished in confidence and all of the terms and conditions of this Non-Disclosure Agreement shall apply to the disclosure or furnishing of these materials. The Receiving Party shall not copy, alter, modify, disassemble, reverse engineer or decompile any of these materials without the prior written consent of the Disclosing Party. Each party agrees to return to the Disclosing Party all of these materials, together with any copies that may have been made, promptly upon the request by the Disclosing Party or, if not requested earlier, promptly after the

purpose(s) for which they were furnished has been accomplished or abandoned (at least with respect to the Receiving Party).

10. Each party represents that it has not provided or communicated any of the other party's Confidential Information which it has received to the date hereof to any third party, and hereby agrees that all such Confidential Information shall be subject to the terms and conditions of this Non-Disclosure Agreement.
11. This Non-Disclosure Agreement shall not be assignable by either party, and neither party may delegate its duties hereunder, without the prior written consent of the other party, which consent may be granted or denied in the sole discretion of the non-assigning party, except that in the event that more than fifty percent (50%) of the capital stock of a party is acquired by any person or entity, the other party's consent shall not be required for an assignment of this Non-Disclosure Agreement to such person or entity. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.
12. The parties hereby understand, acknowledge and agree that the provisions of this Non-Disclosure Agreement shall be binding on each of the parties specified herein and each party's officer, directors, employees and advisors.
13. Nothing in this Non-Disclosure Agreement shall be construed as creating any obligation on the part of any party to disclose any Confidential Information whatsoever. Nothing in this Non-Disclosure Agreement shall be construed as granting any license or any other rights with respect to either party's proprietary rights or Confidential Information.
14. Nothing contained in this Non-Disclosure Agreement shall be construed as creating any obligation or an expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Non-Disclosure Agreement shall be construed as creating joint venture, partnership or employment relationship between the parties, it being understood that the parties are independent contractors vis-à-vis one another. Except as specified herein, no party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other party hereto.
15. Each party understands and acknowledges that such Confidential Information has been developed or obtained by the other party by the investment of significant time, effort and expense, and that such Confidential Information provides such party with a significant competitive advantage in its business. Each party understands and agrees that in the event

of a breach of its obligations hereunder, the non-breaching party may seek and obtain a temporary or permanent injunction in order to prevent or restrain any such breach by the breaching party and any and all persons acting directly or indirectly with the breaching party. None of the remedies set forth above shall in any way limit either party's remedies available at law or in equity for such breach.

16. Notwithstanding anything to the contrary in this Non-Disclosure Agreement, either party shall be entitled, to the extent as CTS deems fit and necessary, without being liable in any manner whatsoever to any party and without being bound to any obligation of confidentiality provided in this Non-Disclosure Agreement, to disclose the Confidential Information or any part(s) thereof to:

(a) to its legal, technical, insurance, financial advisers and accountants; or

(b) in connection with the procurement of any insurance or presentation of any insurance claim; or

(c) in connection with any financing obtained or proposed to be obtained; or

(d) to its permitted assignees, investors and program suppliers; or

(e) to its shareholder(s), to the employees, servants, agents, contractors or officers of its related company, associate company, parent company, holding company, affiliate company or subsidiary.

17. This Non-Disclosure Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this Agreement shall be governed by the laws of Malaysia, excluding its conflict of law rules and the Parties agree to submit to the exclusive jurisdiction of Malaysian courts. The Non-Disclosure Agreement may only be amended or modified in writing signed in advance by the authorised representatives of each of the Parties.

18. This terms and conditions of this Non-Disclosure Agreement shall survive termination of this Non-Disclosure Agreement and remain in full force and effect unless and until expressly terminated in writing and signed by both Parties thereto or upon expiry of the term of this Agreement.

IN WITNESS THEREOF, the Parties have hereunto set their hands and seals as of the date first above written.

For and on behalf of CELCOM TIMUR (SABAH) SDN. BHD. (Co. No.: 331030-A)

Signed by

Name :
Designation :
NRIC No. :

Witnessed by

Name :
Designation :
NRIC No. :

For and on behalf of XXX

Signed by

Name :
Designation :
NRIC No. :

Witnessed by

Name :
Designation :
NRIC No. :