

DATED THIS [ ]

BETWEEN

**ETHIS GLOBAL SDN. BHD.**

AND

**THE INVESTOR**

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**NON-DISCLOSURE AGREEMENT**

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THIS NON-DISCLOSURE AGREEMENT is entered into on the [ ]

BETWEEN

**Ethis Global Sdn. Bhd.** (Registration No.: 201901035931 (1345261-D)), a company incorporated in and existing under the laws of Malaysia and having its place of business at 6th Floor Suite 16, IOI Business Park, Persiaran Puchong Jaya, Bandar Puchong Jaya, 47170 Puchong, Selangor, (hereinafter be referred to as "**EGSB**"), of the first part;

**AND**

Name of Institution: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter be referred to as "**Investor**"), of the second part;

All shall collectively be referred to as "Parties" and "Party" shall refer to either one of them, as the context may require.

**WHEREAS**

- A. The Parties wish to exchange certain confidential and proprietary information, correspondence, and documentation in respect of the pre-series A corporate fundraising managed and undertaken by EGSB that is currently ongoing (hereinafter referred to as "Authorised Discussions" and/or "Purpose", as applicable).
- B. The Parties are entering into this Agreement in contemplation of exchanging Confidential Information (as defined in Clause 1 below) in various meetings and various communications and discussions which have, and will, involve the disclosure of Confidential Information by the Discloser (as defined herein) to the other Party, its Affiliates and/or their Contractors (hereinafter collectively referred to as the "**Recipient**") for the said Purpose.
- C. The Parties now wish to define the terms and conditions under which they will exchange the said Confidential Information and to assure the confidentiality of certain trade secrets, business or client information and other materials, which have been or may be disclosed by a Party to the other Party for the purpose as stated in paragraph A of the Recital.

**THIS AGREEMENT WITNESSETH** as follows:

**1. DEFINITIONS**

1.1. In this Agreement and the appendices hereto, if any, the following words and expressions shall have the following meaning:

**“Affiliate”** means, in relation to a Party, any company or legal entity that directly or indirectly controls, or is controlled by, or is under common control with that Party. For this purpose, “control” (and each variation of that term) means direct or indirect beneficial ownership of at least fifty percent (50%) of the voting stock interest in a company or entity, or such other relationship as, in fact, constitutes actual control;

**“Confidential Information”** means:

(a) any and all proprietary and/or confidential data and information of whatsoever nature (whether written or in other tangible form, or whether disclosed orally, visually, electronically or other intangible form) to Recipient including without limitation to the generality of the foregoing, employee data and information, know-how, ideas, intentions, inventions (patentable or otherwise) or patents, product information, services, trade secrets, software techniques, plans, procedures, processes, unpublished financial statements and information, licences, prices, price lists, pricing policies, customer and supplier lists, customer names and other information related to customers and suppliers, marketing techniques and marketing development and distribution, and plans containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature, roadmaps, strategies, research and development, drawings, designs, specifications, or in the nature of intellectual property of any kind and relating to the Authorised Discussions and Purpose, provided by or on behalf of the Discloser, its Affiliates or their respective Representatives to the Recipient, its Affiliates or their respective Representatives, whether on or after the date of this Agreement;

(b) any and all notes, analyses, compilations, forecasts, studies or other documents prepared by a Recipient, its Affiliates or its Representatives which contain or is based upon, in whole or in part, any of the foregoing information set out in paragraph (a) above; and

(c) the existence and the contents of this Agreement;

**“Discloser”** means any one of the Parties who is disclosing Confidential Information under this Agreement to the other Party;

**“Recipient”** means any one of the Parties who is receiving Confidential Information under this Agreement from the other Party;

**“Representatives”** means directors, officers, personnel, and employees employed by, and external consultants and agents engaged by, a Party or (as the case may be) any of its Affiliates; and

**“Third Party to the Recipient”** means the appointed advisors and consultants of the Recipient.

## **2. RIGHTS TO CONFIDENTIAL INFORMATION**

- 2.1. **Use:** Confidential Information disclosed by the Discloser shall be used, consumed, or utilised in whatever ways by the Recipient solely for the Authorised Discussions and Purpose.
- 2.2. **No Grant of License:** The disclosure of Confidential Information by the Discloser to the Recipient shall not be construed as the granting of a license under any patent, copyright, trade secret, other proprietary rights, or any other rights by the Discloser.
- 2.3. **Prohibition:** The Recipient agrees not to sell, license, develop or otherwise exploit any parts, products, services, documents, or information which embody in whole or in part any Confidential Information save and except as contemplated by this Agreement. Both Parties agree not to issue or release any articles, advertising, publicity, or other matter relating to this Agreement or mentioning or implying the name of the other Party or the subject matter hereof, except as may be required by law or stock market regulations or with consent of the other Party.
- 2.4. **Tangible Forms of Confidential Information:** In the event any tangible forms of Confidential Information shall be copied, in whole or in part, prior written consent of the Discloser is required unless it is for a reasonable number of copies necessary to carry out the transactions in relation to the Authorised Discussions.

## **3. OBLIGATIONS**

- 3.1. **Recipient:** In relation to Confidential Information of the Discloser, the Recipient undertakes:
  - (a) to maintain Confidential Information in strict confidence;

- (b) to use Confidential Information solely for the Authorised Discussions only and for other purposes agreed upon by the Parties;
  - (c) to refrain from disclosing Confidential Information to anyone other than its Representatives, Affiliates, or Third Parties who need to know the Confidential Information in order to perform their duties relating to and in connection with the Authorised Discussions;
  - (d) to ensure that those Representatives, Affiliates, or Third Parties to whom it discloses Confidential Information observe the same duties in relation to the Confidential Information as those it is obliged to observe under this Agreement;
  - (e) before disclosing Confidential Information to any Representative, Affiliate, or Third Parties to notify each of them of their obligations of confidentiality pursuant to this Agreement;
  - (f) to apply no lesser security measures and degree of care thereto than those which the Recipient applies to its own confidential or proprietary information and which the Recipient warrants as providing adequate protection on such information from such unauthorized use or disclosure;
  - (g) to not use, produce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
  - (h) on request of the Discloser, made at any time, shall return to the Discloser, all documents and other material in the possession custody or control of the Recipient that bear or incorporate any part of the Confidential Information; and
  - (i) to immediately notify the Discloser of any unauthorised disclosure or misuse by any person of any Confidential Information, upon it having knowledge of the same.
- 3.2. **Affiliates:** The Discloser and its Affiliates have certain proprietary interests in the Confidential Information and the Recipient hereby acknowledges the interest of Discloser and its Affiliates in the Confidential Information and agrees that the rights of Discloser under this Agreement shall also be held collectively by its Affiliates as third party beneficiaries to this Agreement, with the same rights to enforce the terms of this Agreement as those held by the Discloser.
- 3.3. **Third-Party to the Recipient:** In the event of disclosure of Confidential Information is made by the Recipient to any third party, the Recipient shall undertake to impose a similar obligation, in writing, on the third party and the third party shall undertake to comply strictly to the conditions and the non-disclosure obligations of this Agreement.
- 3.4. **Non-Circumvention:** Each Party, its Affiliates, or any Third Parties undertakes to refrain from any act or attempt to circumvent the provisions of this Agreement in accordance with the obligations below:

- 3.4.1 Each Party agrees and undertakes that it may disclose to or introduce to or arrange to meet with, several persons and entities in relation to the Purpose (hereinafter referred to as "Potential Collaborator"), from whom each Party or anyone on their behalf may receive or provide, directly or indirectly, cooperation, help or investment.
- 3.4.2 Each Party acknowledges and agrees that it shall not contact the Potential Collaborator, in respect to the Purpose, directly or indirectly, without the other Party's knowledge and written consent. Each Party agrees that it will not use any of the Confidential Information disclosed by the other Party for the purpose of establishing contact and initiating discussion with any Potential Collaborator except where a Party is able to prove beyond any reasonable doubt that any of these Investors which shall include existing portfolio clients of the Recipient are already known to them prior to any disclosure about such Potential Collaborator by the Parties.
- 3.4.3 Without derogating from the aforementioned, any information related to the Purpose disclosed by the Potential Collaborator to a Party shall be deemed as part of the Purpose and shall be subject to the provisions of this Agreement.

#### **4. EXCEPTIONS**

- 4.1. No confidentiality and non-disclosure obligations of the foregoing provisions shall apply, if and to the extent that Confidential Information: -
- (a) already known by the Recipient prior to its receipt from the Discloser;
  - (b) is or becomes part of the public domain and widely available other than by breach of the obligations of the Recipient herein;
  - (c) is independently developed by the Recipient;
  - (d) is lawfully received by the Recipient from a third party; or
  - (e) is disclosed by operation of applicable law and regulations and or in compliance with stock exchange regulations and or pursuant to a court order provided the Recipient to the extent legally permissible notifies the Discloser in writing of such requirement promptly and the Discloser is allowed to the extent legally permissible to file for or obtain a protective order or otherwise proceed to protect the interests of the Discloser under applicable law.

#### **5. DURATION**

This Agreement shall come into force on the date first written above and shall remain in full force and effect until such time as this Agreement is expressly superseded by a definitive agreement between the Parties hereto pursuant to the Authorised Discussion, as the case may be. In the absence of a definitive agreement between the Parties, this Agreement shall accordingly come to an end upon the expiry of two (2) years period from the date of this Agreement. This Agreement shall apply retrospectively to

encompass all other previous Confidential Information which may have been disclosed to the Recipient prior to the date of this Agreement hereof.

## **6. INCIDENTALS**

- 6.1. **Return of Confidential Information:** All information disclosed under this Agreement shall remain the property of the Discloser. The Recipient shall, within thirty (30) days of Discloser's written request, return or certify to the destruction of Discloser's Confidential Information and any copies thereof. The Recipient shall be permitted to retain copy of Confidential Information's in compliance with the applicable rules and regulations and or pursuant to its own internal retention policy provided that any Confidential Information retained shall be kept confidential and the obligation of confidentiality stated herein shall apply to it.
- 6.2. **Remedies:** The Recipient agrees that no monetary damages shall be sufficient to remedy or compensate for the breach of this Agreement or unauthorized use or disclosure of Confidential Information and that the remedies of injunction, specific performance, or other equitable relief would be appropriate to prevent any actual or threatened use or disclosure of such Confidential Information. Such remedy shall be in addition to and not in lieu of or limitation of other remedies available to Discloser at law or in equity.

## **7. WARRANTY**

All Confidential Information is provided '**AS IS**'. Neither party makes any warranties, express, implied, or otherwise, regarding the Confidential Information, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, completeness or accuracy. The Recipient acknowledges that the Confidential Information may still be under development, or may be incomplete and that such Confidential Information may relate to products that are under development or are planned for development. The Recipient further acknowledges that, in entering into this Agreement, it has not relied on any warranty, representation or other promises of any nature not contained in this Agreement.

## **8. NO WAIVER**

No failure, delay, relaxation, or indulgence by either Party in exercising any right conferred on it by this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or further exercise of it, or the exercise of any other right under this Agreement.

## **9. INDEMNIFICATION**

The Recipient agrees to indemnify and hold harmless the Discloser, its Affiliates, and Representatives from any direct damage, actual incurred loss, actual cost, or direct liability suffered or incurred by the Discloser, its Affiliates or Representatives as a result of or arising out of a proven breach by the Recipient of the provisions of this Agreement including the cost of reasonable legal fees incurred to enforce the provisions of this Agreement.

**10. SUBSEQUENT DEALINGS**

Neither this Agreement nor the disclosure of Confidential Information is intended to constitute, create, or give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind. This Agreement and the provision of Confidential Information shall not be deemed as constituting any offer, acceptance, or promise of any future contract nor obligate either Party to enter into any other agreements or negotiations with the other Party hereto or to refrain from entering into agreements or negotiations with any other party. Each Party shall act as an independent contractor and not an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

**11. NOTICES**

The Parties hereby consent to electronic communication as the main form of correspondence.

For the purpose of this Clause any communication herein shall be given to the respective email addresses as follows:

To : **Ethis Global Sdn. Bhd.**  
Attention : Umar Abdullah Mahmud Munshi  
Designation : Director  
E-mail : [munshi@ethis.co](mailto:munshi@ethis.co)

To :  
Attention :  
Designation :  
E-mail :

**12. LEGALLY BINDING**

This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns.

**13. ASSIGNMENT**

Neither Party shall be entitled to assign this Agreement, in whole or in part, or any of its rights, interests, duties or obligations under this Agreement without the prior written approval of the other Party.



**14. SEVERANCE**

In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the economic effect of the intent of the Parties in a valid, lawful and enforceable manner, or if not possible then deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement.

**15. ENTIRE AGREEMENT**

This Agreement, together with any appendices constitutes the entire agreement between the Parties hereto with respect to the Authorised Discussions and supersedes all prior or contemporaneous representations, agreements, and promises, written or oral, expressed or implied, between the Parties with respect to the Purpose.

**16. MODIFICATIONS**

No modification, amendment, variation, or consent to departure of any of the provisions of this Agreement shall be effective unless made by mutual consent and in writing duly signed by the Parties. Any such modification, amendment, variation, or consent shall be effective only to the extent to or for which it may be made or given.

**17. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of Malaysia.

**18. DISPUTE RESOLUTION**

18.1. The Parties agree that they shall seek to amicably resolve all disputes or differences whatsoever which may at any time, whether during the continuance in effect of this Agreement or upon or after its discharge or determination, arise between the Parties concerning this Agreement, its construction or effect, as to the rights, duties and liabilities of the Parties under this Agreement or as to any other matter in any way connected or arising out or in relation to the subject matter of this Agreement.

18.2. If a Party determines after negotiating in good faith for thirty (30) days, that any disputes or differences which may arise between the parties out of this Agreement cannot be resolved through negotiation, such matters shall be settled by mediation, failing which then by arbitration. The mediation process is by a single mediator as provided for by the Malaysian Mediation Centre ("**MMC**").

18.3. In the event the mediation to resolve the dispute fails, then the Parties shall defer to arbitration which shall take place before a single arbitrator at the Asian International Arbitration Centre at Kuala Lumpur ("**Centre**") and the rules applicable shall be the AIAC i-Arbitration Rules 2021.

18.4. The language used in such arbitration proceedings shall be the English language and the arbitrator shall be nominated by the Centre. Save in the case of manifest error the award of the arbitrators shall be final and binding upon the Parties.

18.5. In relation to any legal action or proceedings arising out of or in connection with this Agreement which cannot be resolved by arbitration, the Parties hereto agree to submit to the jurisdiction of the Malaysian courts.

**19. COST**

Each of the Parties hereto shall bear its own costs and expenses (including legal fees on a solicitor-client basis) incurred in connection with this Agreement including the preparation, negotiation, and execution of this Agreement.

**20. COUNTERPARTS**

This Agreement may be executed in counterparts (and may be electronically signed, and/or exchanged by fax or e-mail when signed), each of which shall be deemed to be an original, and all of such counterparts shall together constitute one instrument.

**21. ELECTRONIC SIGNATURE**

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility and said document shall be deemed as duly executed.

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**IN WITNESS WHEREOF** this Agreement has been executed on the day and year first above written.

**Ethis Global Sdn. Bhd.**

**The Investor**

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Name: Umar Abdullah Mahmud Munshi  
Passport No.: K0581411G  
Designation: Director  
Date:

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Name:  
NRIC/Passport No.:  
Date: