

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made on the _____ day of _____ 2 _____

BETWEEN

ARL HomeComm Sdn. Bhd (412255-P), a company incorporated under the laws of Malaysia and having its principal place of business at Mezzanine Floor, Wisma Ali Bawal 2, No. 11, Jalan Tandang, 46050 Petaling Jaya, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "ARLHC") of the one part,

AND

[Company Name] (Company No.: _____), a company incorporated in Malaysia and having its registered office at [.....Address.....] (hereinafter referred to as "Access Seeker") of the other part

WHEREAS

- (A) **ARLHC** is a licensed Network Facilities Provider (Individual), Network Services Provider (Individual) and Applications Service Provider (Class), under the Communications and Multimedia Act 1988 (Act 588), and is engaged in the business of building smart communities in Malaysia utilising information and communications technology (ICT).
- (B) **Access Seeker** is a licensed [....describe the licenses held...] and is engaged in providing [....describe nature of business....].
- (C) The parties are desirous to collaborate with each other in various projects that involve common areas of services provision. The parties hereto may disclose information of a confidential nature to each other and therefore wish to protect such information in the manner set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows :

1. DEFINITION

"Confidential Information"	means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, process, designs, drawings, engineering, hardware and software configuration information, marketing or finances or any form of business plans, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary.
"Disclosing Party"	means the party from whom the Confidential Information originates and is disclosed to the Receiving Party .
"the Project"	means any discussion between or within the parties concerning or in connection with ICT projects as and when required.
"Receiving Party"	means the party to whom the Confidential Information is given or disclosed.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- (a) The Receiving Party agrees not to use any Confidential Information disclosed to it by the Disclosing Party for its own use or for any purpose except to carry out the Projects.
- (b) The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to employees of the Receiving Party except employees who are required to have the information in order to carry out the Projects.
- (c) The Receiving Party will promptly notify the Disclosing Party in writing of the names of each employee involved in the Projects upon the request of the Disclosing Party at any time.
- (d) The Receiving Party agrees to keep confidential and avoid disclosure or use of Confidential Information of the Disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information and the Receiving Party shall apply equivalent level of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature.

3. The obligations imposed upon either party herein shall not apply to information which:

- (a) is in the possession of the Receiving Party at the time of disclosure as shown by the Receiving Party's use or files and records prior to the time of disclosure; or
- (b) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this Agreement by the Receiving Party; or
- (c) is approved by the Disclosing Party, in writing, for release; or
- (d) is independently developed by the Receiving Party; or
- (e) is disclosed pursuant to a requirement or request of a Government agency & law but only to the extent so ordered.

4. RETURN OF MATERIALS

Any materials or documents which have been furnished by the Disclosing Party to the Receiving Party will be promptly returned, accompanied by all copies of such documentation, after the Projects have been concluded or terminated.

5. PATENT OR COPYRIGHT INFRINGEMENT

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent or copyright, nor shall this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information, and except the limited right to review such Projects.

6. TERM

The foregoing commitments of Receiving Party shall survive any termination or conclusion of the Projects between the parties, and shall continue for a period of two (2) years following the date of this Agreement.

7. MISCELLANEOUS

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the Disclosing Party may not be assigned without the prior written consent of the Disclosing Party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

8. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia and shall be binding upon the parties. The Malaysian Courts shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of the Agreement and the parties hereby submit to the jurisdiction of the Malaysian Courts for the purpose of any such actions and proceedings.

9. REMEDIES

The Receiving Party agrees that the obligations of the Receiving Party provided herein are necessary and reasonable in order to protect the Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, the Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the Disclosing Party and that in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party, subject to the decision made by the Court of Law.

IN THE WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first abovewritten.

SIGNED for and on behalf }
ARL HOMECOMM SDN BHD }
(Company No.: 412255-P) }

in the presence of }
 }
 }

I.C. No:

SIGNED for and on behalf }
[Access Seeker] }
(Company No.: }

in the presence of }
 }
 }

I.C. No: