

NON-DISCLOSURE AGREEMENT (this "Agreement")

To: Ground Team Red Sdn. Bhd.
No. Jalan Bayu Tinggi 2A/KS6, Taipan 2, Batu Unjur, 41200, Klang, Selangor, Malaysia

Ground Team Red Holdings Sdn. Bhd.
No. Jalan Bayu Tinggi 2A/KS6, Taipan 2, Batu Unjur, 41200, Klang, Selangor, Malaysia

This Agreement is made on the date last signed below.

In consideration of

- i. **Ground Team Red Sdn. Bhd. (Company Registration No.200701042697)**, a company incorporated in Malaysia and having its registered office at Lot PT26, Jalan KLIA S3, Kuala Lumpur International Airport, 64000 Sepang, Selangor
- ii. **Ground Team Red Holdings Sdn. Bhd. (Company Registration No. 201701033704)**, a company incorporated in Malaysia and having its registered office at Lot PT26, Jalan KLIA S3, Kuala Lumpur International Airport, 64000 Sepang, Selangor

(and which shall include its successors and assigns) (the "**Disclosing Parties**") agreeing to make available Confidential Information (as defined below) to **[Name of Company]** (**Company Registration No. [redacted]**), a company incorporated under the laws of **[Company's country of incorporation]** and having its registered office at **[company address]** (the "**Receiving Party**"), in connection with [Microsoft Dynamics 365 Business Central ERP implementation and maintenance support] (the "**Project**"), the Receiving Party hereby agrees and undertakes as follows:

1. **Definitions**

The following words and expressions shall bear the following meanings unless the context otherwise requires:

"Associate" means, in relation to any company, any other company which is its related corporation (as defined in the Companies Act 1967 of Malaysia) or its associated company, and "Associates" means any two or more of them.

"Confidential Information" means any and/or all information (including information of a commercial, technical, legal or financial nature) that has been or is hereafter provided, in writing, electronically or in any other tangible form and marked 'confidential' or the like or expressed to be disclosed as confidential information, to the Receiving Party or its Representatives by or on behalf of the Disclosing Parties or any of its Associates, including by their respective Representatives, in the course of, for the purpose of and/or in relation to the Project; which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and/or proprietary product or information, any information or matter

comprising or containing part of the intellectual property rights of the Disclosing Parties or any other person, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Disclosing Parties and/or any of its Associates, marketing information, brochures, rates and rate tables, and/or contracts of any nature. For the avoidance of doubt, “Confidential Information” does not include any information disclosed or communicated verbally, unless it has been reduced in writing or in any other tangible form within ten (10) days from its disclosure.

“**person**” includes individual, firm, corporation, association, trust or entity, incorporated or unincorporated.

“**Representative**” in relation to any party means any director, officer, employee, servant, agent, consultant, advisor (financial, legal or otherwise), auditor or insurer of that Party and any of its Associates, and “Representatives” means any two or more of them.

2. **Confidentiality Undertakings**

2.1. The Receiving Party understands and agrees that all Confidential Information is of a strictly secret and confidential nature. The Receiving Party shall keep confidential and shall not disclose to any person:

- (a) any Confidential Information;
- (b) that discussions are taking place between the Disclosing Parties and the Receiving Party concerning the Project nor the status, terms, conditions or other facts concerning such discussions nor the contents of any term sheet or memorandum of understanding or memorandum of agreement that has been signed or is in the course of being prepared, discussed or finalised, and/or;
- (c) the identity of the Disclosing Parties and any of its Associates, whether by name or by any identifiable description in connection with the Disclosing Parties’s actual or potential participation in the Project,

except with the prior written consent of the Disclosing Parties or as otherwise permitted by the terms and conditions of this Agreement. The Receiving Party shall make use of the Confidential Information disclosed by the Disclosing Parties solely for the purposes of the Project or as otherwise provided in this Agreement, and (in any event and without limiting the generality of the foregoing) shall not use in any manner whatsoever, whether directly or indirectly, any of the Confidential Information for its own benefit or the benefit of any person or third party other than the Disclosing Parties.

2.2. Without prejudice to the generality of the foregoing, the Receiving Party shall not copy, reproduce, distribute or part with possession of any of the Confidential Information and shall prevent unauthorised use or reproduction of the Confidential Information.

- 2.3. The Receiving Party may disclose the Confidential Information to such of its Representatives only on a strict “need to know” basis and solely to the extent necessary to carry out the purposes of the Project. The Receiving Party shall be liable to ensure that each of its Representatives to whom Confidential Information is disclosed complies with the terms of this Agreement as if he or she was a party hereto, and, upon request by the Disclosing Parties, enters into a legally binding written undertaking to this effect with the Receiving Party (or at the Disclosing Parties’s request, with the Disclosing Parties) prior to any disclosure of Confidential Information to him or her. A breach or threatened breach by any of the Representative shall be deemed to be a breach by the Receiving Party of the terms of this Agreement.
- 2.4. The Receiving Party shall keep the Confidential Information separate from all other documents and information the Receiving Party may hold and the Receiving Party shall ensure that proper and secure storage is provided for the Confidential Information and shall keep a record of the Confidential Information provided to the Receiving Party and/or its Representatives and of the location of the Confidential Information and of any person holding it.

3. **Exceptions**

Notwithstanding the foregoing, the Receiving Party shall not be liable for the disclosure of Confidential Information to the extent it is:

- (a) in or it enters the public domain, other than as a result of its breach of this Agreement;
- (b) lawfully received by or known to the Receiving Party on a non-confidential basis prior to disclosure as referred to in this Agreement, as evidenced by the written records of the Receiving Party and which was not acquired, directly or indirectly, from the Disclosing Parties, any of its Associates or any of its Representatives;
- (c) developed by the Receiving Party or any of its Representatives independently of, and without reference to or reliance on, the Confidential Information; and/or
- (d) compelled to be disclosed by the Receiving Party pursuant to any applicable law, legally enforceable judgment or order of court or a requirement of a stock exchange, government body or regulatory authority having supervision over it, provided however that the Receiving Party shall:
 - (i) promptly notify the Disclosing Parties of the full details of such requirement and provide a copy of the proposed disclosure to the Disclosing Parties as soon as possible and in any event before such disclosure in sufficient time in order that the Disclosing Parties may make a contemporaneous announcement or public statement of its own of or relating to such disclosure, apply to court or the relevant authorities to prevent such disclosure, and/or take such other steps as it may reasonably deem necessary;

- (ii) use its reasonable efforts to secure confidential treatment of the Confidential Information; and
- (iii) not effect any disclosure which is more extensive than required by the said law, judgment or order.

4. Return of Confidential Information

All Confidential Information in tangible form disclosed by the Disclosing Parties to the Receiving Party pursuant to this Agreement (including all copies or reproductions thereof in any media and all documents into which any of the Confidential Information has been incorporated) will be returned and delivered up to the Disclosing Parties or destroyed by the Receiving Party, immediately upon request by the Disclosing Parties. The Receiving Party will produce promptly upon the Disclosing Parties's request a certificate signed by any of its directors or its chief executive officer or equivalent, confirming that this has been completed.

5. Remedies

- 5.1. The Receiving Party agrees and acknowledges that money damages may not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Parties shall be entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
- 5.2. The rights, powers and remedies provided in this Agreement are cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.
- 5.3. No failure or delay by the Disclosing Parties in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

6. No Representation or Warranty

- 6.1. The Disclosing Parties and its Associates make no representation or warranty whatsoever as to the accuracy, completeness, sufficiency or suitability of the Confidential Information. Accordingly, the Receiving Party acknowledges that the Disclosing Parties and its Associates accept no liability or responsibility whatsoever and howsoever arising in connection with the Confidential Information (including but not limited to any errors or omissions in the Confidential Information). This Agreement shall create no obligation whatsoever on the Disclosing Parties and/or any of its Associates to disclose any Confidential Information, or any particular kind or quantity of thereof.
- 6.2. The Receiving Party shall be responsible for making its own judgment, assessment and decision on the Confidential Information and on the Project or as to the reasonableness of any assumptions which may be contained in it. The Receiving Party shall, in the execution of any agreements relating to the Project, acknowledge that the Receiving Party has not relied on, or been induced by any

representation or warranty in the Confidential Information to enter into the agreements, except where expressly specified therein.

7. No Joint Venture, Partnership, Etc.

The Receiving Party agrees that this Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business relationship or entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed to constitute any offer, acceptance, or promise of any contract or amendment to any contract between the Disclosing Parties and the Receiving Party. The Receiving Party shall have no authority whatsoever to bind the Disclosing Parties and/or any of its Associates in any context.

8. Exclusive Property

The Receiving Party acknowledges that the Confidential Information is the exclusive property of and will remain the exclusive property of the Disclosing Parties and its Associates. The provision of the Confidential Information to the Receiving Party shall not be deemed to confer upon the Receiving Party or any of its Representatives any rights whatsoever (whether by licence or otherwise, and whether by way of patent(s), patent applications, copyrights or other intellectual property rights or otherwise) over or with respect to the Confidential Information or any part thereof.

9. Duration

9.1. The obligations of the Receiving Party under or pursuant to this Agreement (including the Confidentiality undertakings and obligations) shall continue in force indefinitely from the date of this Agreement regardless of whether the Project is completed, aborted, suspended or otherwise.

9.2. For the avoidance of doubt, where the Receiving Party enters into any definitive binding contract in relation to the Project (or any part thereof), the provisions of this Clause 9 shall not affect the Receiving Party's confidentiality obligations (if any) under the aforesaid contract.

10. No Assignment

Neither Party may assign, novate, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the other Party, provided that the Disclosing Parties may assign, novate or transfer all of its rights, benefits and obligations under the terms of this Agreement without consent to any of its Associates. In the event of such assignment or transfer to the Disclosing Parties's Associate, the duties and obligations of the Disclosing Parties under this Agreement may be performed by its assignee in lieu of the Disclosing Parties.

11. Entire Agreement

The Receiving Party acknowledges that this Agreement contains the entire understanding between the Disclosing Parties and the Receiving Party with respect to the safeguarding of the said

Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment hereto shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Disclosing Parties and the Receiving Party.

12. **Severability**

The Receiving Party agrees that each provision (or part thereof) of this Agreement shall be construed separately and independently from any other provision(s). Accordingly, if any provision of this Agreement is found to be illegal, unenforceable or invalid in any jurisdiction, such provision shall be ineffective to the extent of such illegality, unenforceability or invalidity in such jurisdiction, without affecting the remaining provisions of this Agreement, nor shall such illegality, unenforceability or invalidity affect the legality, enforceability or validity of any and all of the provisions of this Agreement in any other jurisdiction.

13. **Governing Law & Jurisdiction**

13.1. In the course of performing its obligations hereunder, the Receiving Party shall comply, and shall procure that all parties acting on its behalf or under its direction or control comply, with all applicable laws, regulations, and orders, including applicable laws regarding sanctions, export and import controls, and the prevention of bribery and money laundering.

13.2. This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia.

13.3. Any dispute, controversy, difference or claim arising out of or in connection with this Agreement shall be finally resolved by arbitration administered by the Asian International Arbitration Centre (AIAC), in accordance with the AIAC Rules in force at the time of the commencement of the arbitration. The seat of arbitration shall be Kuala Lumpur, Malaysia. The arbitration shall consist of one (1) arbitrator. The language of the arbitration shall be in English.

14. **Contracts (Rights of Third Parties) Act 2001**

14.1. A person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement under the Contracts (Rights of Third Parties) Act 2001 unless otherwise provided in this Agreement.

14.2. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

15. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

16. **Electronic Signatures**

The Parties agree that this Agreement may be electronically signed by the authorised representatives of the Parties, including by the affixing of (i) a scanned copy or a digital image of a wet ink signature; (ii) a png, jpeg or other electronic format signature; or (iii) an electronic or digital signature using an electronic signing platform with an identity authentication method, and is deemed to have the same force and effect as handwritten signatures for the purposes of validity, enforceability and admissibility of this Agreement. Without limiting the generality of the foregoing, delivery of an executed Party's signature page of this Agreement, by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

This Agreement has been executed on the date last signed below.

Signed by:

Name: [Name of signatory]
Designation: [Designation of signatory]
For and on behalf of [Name of Company]
Date: