

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is made as of the date of the last signature affixed hereto by and between:

MAXIS BROADBAND SDN. BHD. (Company Registration No.199201002549 (234053-D)), a company incorporated under the laws of Malaysia, with its registered office at Level 21, Menara Maxis, Kuala Lumpur City Centre, Off Jalan Ampang, 50088 Kuala Lumpur, Malaysia (hereinafter referred to as "**Maxis**") of the one part;

And

Insert the name of the Company (Company Registration No. Insert the company 12-digit registration number (Insert old company registration number)), a company incorporated under the laws of Insert country of incorporation with its place of business at Insert the address for business (hereinafter referred to as "**the Company**") of the other part.

Maxis and the Company are individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

Maxis and the Company intend to explore mutual business opportunities in relation to Please specify the purpose of parties entering this CA/ details of the project (hereinafter referred to as "**the Project**") and in the course of discussions, will be disclosing Confidential Information (as defined below) to each other.

Both Parties agree:

1. The effective date is Click or tap to enter a date ("**Effective Date**") irrespective of the date of signing.
2. A Party (the "**Disclosing Party**") may disclose to the other Party (the "**Receiving Party**") Confidential Information. Where Maxis is the Disclosing Party, the term Disclosing Party shall refer to any Maxis Group entity. "**Maxis Group**" means Maxis and any holding, related or subsidiary companies of Maxis (as defined in the Companies Act 2016).
3. "**Confidential Information**" under this Agreement means: (check one)
 - information pertaining to the Project that the Disclosing Party considers confidential and this includes personal data defined under the Personal Data Protection Act 2010 and information disclosed or made available before the Effective Date.
 - information pertaining to the Project that the Disclosing Party considers confidential and this includes information disclosed or made available before the Effective Date.
4. Receiving Party's use of the Confidential Information is limited to the Project. Receiving Party must ensure that it has sufficient security measures in place and must use not less than the standard of care which it treats its own Confidential Information to protect Confidential Information and to prevent any unauthorised use or disclosure of Confidential Information. Receiving Party may share the Confidential Information with its employees, directors, agents or third party contractors ("**Representatives**") who need to know or to the extent necessary for each of them to perform their duties as may be required for purposes of the Project, provided that they undertake and agree to observe and comply with the confidentiality obligations in this Agreement. The Receiving Party shall be responsible for any breaches of confidentiality obligations under this Agreement by its Representatives. Parties agree to comply with applicable laws in the performance of their obligations.
5. The confidentiality obligations shall not apply, however, to any part of the Confidential Information which:
 - (a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
 - (b) is lawfully received by Receiving Party from a third party without a duty of confidentiality;
 - (c) was known to the Receiving Party without restriction before receipt from the Disclosing Party;
 - (d) is independently developed by Receiving Party;

- (e) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, including without limitation, a recognised stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, the Receiving Party shall notify and consult with the Disclosing Party as to the proposed form, nature and purpose of the disclosure;
 - (f) is required to be disclosed to any investor or potential investor, financier or potential financier in connection with (i) an investment or potential investment in; or (ii) funding or potential funding for the parties or a corporation that is deemed related to such party within the meaning of Section 7 of the Companies Act 2016 and such investor or potential investor or financier or potential financier, as the case may be, is bound by confidentiality obligations, provided that (a) disclosure is restricted to the fact of the existence of discussions between the Parties in respect of the Project and to particulars and information in respect of the transactions or intended transactions between the Parties relating to the Project including copies of any agreements or proposed agreements in respect of such transactions; and (b) the Receiving Party shall notify the Disclosing Party in writing prior to any such disclosure being made; or
 - (g) is required to be disclosed by Maxis to its advisors and/or consultants.
6. Both Parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their personnel, then the Disclosing Party, its shareholders, related corporation (as defined under the Companies Act 2016) and/or associated companies could suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving Party acknowledges that the Disclosing Party shall be entitled to apply to the courts for specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.
7. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless earlier terminated in writing by a Party giving thirty (30) days' prior written notice to the other Party. Notwithstanding the expiry or sooner termination of this Agreement, the confidentiality obligations of the Parties with respect to: *(check one)*
- personal data shall continue without limitation of time; and other Confidential Information shall continue in effect for three (3) years from date of expiry or termination.
 - Confidential Information shall continue in effect for three (3) years from date of expiry or termination.
8. No Party acquires any intellectual property rights including but not limited to any patent, copyright, trade secret and trademark derived from the Confidential Information under this Agreement except the limited rights necessary to use the Confidential Information for the Project.
9. Confidential Information disclosed under this Agreement is provided on an "AS IS" basis. Neither Party makes any warranty, express or implied, as to the value, accuracy, or completeness of the Confidential Information disclosed hereunder. Neither Party, nor any of its representatives, shall be liable to the other for any expenses, losses, use or actions howsoever incurred or undertaken by the Receiving Party in reliance on the Confidential Information disclosed under this Agreement. The Disclosing Party does not guarantee the accuracy or completeness of the Confidential Information and will not be held responsible for any errors, omissions or misstatements that it may contain.
10. The Parties shall not make any public announcement or comment in relation to the Confidential Information or the Project, without the prior written consent of the other Party, unless such announcement is required by law or regulations, including listing requirements of Bursa Securities.
11. This Agreement imposes no obligation to proceed with any business transaction and does not create any agency or partnership relationship. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party.
12. Within ten (10) days from receipt of a written request by the Disclosing Party, the Receiving Party shall return or destroy (and certify verify in writing such return or destruction of) all copies of Confidential Information received pursuant to this Agreement. However, the Receiving Party will

be entitled to keep a copy of the Confidential Information which is required for its maintenance of proper professional and/or audit records by the Receiving Party.

13. This Agreement is the entire agreement between the Parties on this subject matter and supersedes any prior agreements and understandings on this subject matter.
14. Any amendments to this Agreement must be in writing and signed by the authorized signatories of both Parties. Failure to enforce any provisions of this Agreement will not constitute a waiver.
15. The Parties may execute this Agreement in counterparts, which taken together will constitute one instrument.
16. The Parties acknowledge and agree that this Agreement may be entered into between the Parties by the affixation or placement of a digital image of the hand written signature of the authorized signatories of the respective Parties, which shall be equivalent to physically signing the Agreement and that such digital image of the hand written signature shall constitute signification of the Parties' acceptance of and agreement to the terms of this Agreement and that this Agreement will legally bind the Parties thereafter.
17. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions shall remain in full force and effect.
18. This Agreement is governed by the laws of Malaysia (excluding its conflict of law rules) and each Party submits to the exclusive jurisdiction of the Malaysian courts.
19. This Agreement shall be effective and binding upon the respective heirs, successors-in-title and permitted assigns of the Parties hereto.
20. The stamp duty for this Agreement shall be borne by **Select the relevant party to bear the stamp duty**.

SIGNED as an Agreement by the parties:

For and on behalf of
MAXIS BROADBAND SDN BHD

For and on behalf of
Insert the name of the Company

.....
Authorised Signatory

.....
Authorised Signatory

Name:

Name:

Designation:

Designation:

Date:

Date: