

DATED THIS DAY OF 2017

BETWEEN

MAXIS BROADBAND SDN BHD
(Company No.: 234053-D)

AND

.....
CONFIDENTIALITY AGREEMENT
.....

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made this

2017

Between

Maxis Broadband Sdn Bhd (Company No.: 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 ("**Maxis**");

And

[please insert name & company registration no.], a company incorporated under the laws of Malaysia with its place of business at [please insert company address] (hereinafter referred to as "**the Company**") of the other part.

WHEREAS:

MAXIS and the Company intend to explore mutual business opportunities in relation to the [please insert the purpose/project] (hereinafter referred to as "**the Project**") and in the course of discussions, will be disclosing Confidential Information to each other.

Both parties agree:

1. The effective date is the date of this Confidentiality Agreement ("**Effective Date**").
2. A party (the "**Disclosing Party**") may disclose to the other party (the "**Receiving Party**") information pertaining to the Project that the Disclosing Party considers Confidential Information as defined in subsection 8.1 of the General Terms and Conditions of Maxis' RAO. 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. The Receiving Party's use of the Confidential Information is limited to the Project. The Receiving Party must ensure that it has sufficient security measures in place and must use no less than the standard of care with which it treats its own Confidential Information to protect the Disclosing Party's Confidential Information and to prevent any unauthorised use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party may share the Confidential Information with its employees, directors, agents or third party contractors on a need to know basis or to the extent necessary for each of them to perform their duties, provided that they have agreed in writing to keep the information confidential. Parties agree to comply with applicable laws in the performance of their obligations.
4. 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 Confidentiality Agreement;
 - (b) is lawfully received by Receiving Party from a third party without a duty of confidentiality except where the Receiving Party has knowledge that the third party obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the Disclosing Party;

- (c) was known to the Receiving Party without restriction before receipt from the Disclosing Party;
 - (d) is independently developed by Receiving Party;
 - (e) are required by the laws of Malaysia or by order of a court of competent jurisdiction within Malaysia or by any rule, direction or regulation of any Malaysian regulatory or Malaysian governmental authority or any other relevant authority, including without limitation, a recognised stock exchange established under the laws of Malaysia, to be disclosed, provided always that, to the extent permitted by the laws of Malaysia, 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; or
 - (f) is required to be disclosed on a need to know basis 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 any of 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 obligation, 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 the Receiving Party to the major shareholders of the holding company of the Receiving Party, their advisors and/or consultants. The Receiving Party shall notify the Disclosing Party in writing prior to any such disclosure being made.
5. Both parties acknowledge that they are aware and fully understand that in the event of any breach of this Confidentiality Agreement by the Receiving Party or their personnel, then the Disclosing Party, its shareholders, related and/or associated companies (as defined under the Companies Act 2016) could suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Confidentiality Agreement in addition to all other remedies available in law.
 6. The obligations of both parties with respect to (a) Personal Data; and (b) other Confidential Information shall continue without limitation of time.
 7. This Confidentiality Agreement imposes no obligation to proceed with any business transaction.
 8. No party acquires any intellectual property rights under this Confidentiality Agreement except the limited rights necessary to use the Confidential Information for the Project.
 9. 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 Disclosing Party, unless such announcement is required to be made by law or regulations, including listing requirements of Bursa Securities.
 10. This Confidentiality Agreement does not create any agency or partnership relationship. This Confidentiality Agreement is not assignable or transferable by either party without the prior written consent of the other party and such consent shall not be unreasonably withheld.

11. This Confidentiality Agreement together with section 8 of the General Terms and Conditions of Maxis' RAO is the entire agreement between the parties on this subject matter and supersedes any prior contemporaneous agreements and understandings on this subject matter.
12. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party at the Disclosing Party's request and all or any Confidential Information not returned at the conclusion of this Confidential Agreement must be permanently deleted and/or destroyed by the receiving Party.
13. Any amendments must be mutually agreed in writing. The parties may execute this Confidentiality Agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any provisions of this Confidentiality Agreement will not constitute a waiver.
14. In the event of breach of this Confidential Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs, necessary disbursements and legal costs incurred in enforcing this Agreement.
15. If any of the provisions of this Confidentiality Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
16. This Confidentiality Agreement is governed by and interpreted in accordance with the laws of Malaysia (excluding its conflict of law rules) and each party hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed the date and year first above written.

For and on behalf of **Maxis Broadband Sdn Bhd**)
in the presence of:-

.....
Witness
Name:
Designation:

.....
Signatory
Name:
Designation:

For and on behalf of **[please insert company name]**
in the presence of:-

.....
Witness
Name:
Designation:

.....
Signatory
Name:
Designation: