**CONFIDENTIALITY AGREEMENT**

**This Agreement** is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ year \_\_\_\_\_\_\_\_ Between:

1. **<COMPANY>** (Company No. XXXXXX) , incorporated in \_\_\_\_\_\_\_, having their registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and operation address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter individually and collectively referred to as “<Company>”); and

2. **<COMPANY>** (Company No. XXXXXX) , incorporated in \_\_\_\_\_\_\_, having their registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and operation address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “the Recipient”)

**Whereas** the Recipient wishes to supply goods and/or services to <Company> and <Company> has disclosed or is willing to disclose to the Recipient on the terms set out below certain of <Company>’s Proprietary Information (as hereinafter defined) for the purposes of the conduct of business between the parties and/or the discussion of matters relevant to the businesses of the parties.

## Now it is hereby agreed as follows:

1. **Interpretation**

For the purposes of this Agreement “Proprietary Information” means any and all information which the Recipient has obtained or obtains from <Company> or a person expressly authorised by <Company> to disclose it to the Recipient, including without limitation data, know-how, formulae, processes, designs, drawings, photographs, specifications, software programs, samples and any other material bearing or incorporating any information relating to <Company>’s business, products or designs. “<Company>” includes all companies which are part of the same group of companies as those named at the head of this Agreement.

## Undertakings of the Recipient

In consideration of <Company> disclosing Proprietary Information to the Recipient, the Recipient undertakes that it will:

* 1. not without the express written consent of <Company> communicate or otherwise make available the Proprietary Information to any third party (other than an employee of the Recipient who requires the information for the purposes for which it was disclosed and then only if the employee is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions the Recipient agrees to enforce at the request of <Company>);
	2. not use any Proprietary Information other than for the purposes for which it was disclosed;
	3. not copy or reproduce in any way any Proprietary Information, except with the prior written consent of <Company>;
	4. keep the Proprietary Information separate from other information and not use, reproduce, transfer or store any Proprietary Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means outside the Recipient’s usual place of business; and
	5. treat the Proprietary Information with at least the same degree of confidentiality as it treats its own confidential information.

## Material

The above obligations shall also apply to any sample, prototype, article or documentation incorporating, based on, or derived from the Proprietary Information, or any part of it, whether or not provided by <Company> and whether or not made by the Recipient in the course of its supply of the goods or services to <Company> (“Material”).

## Exceptions

The above obligations shall not apply to any information which the Recipient can show:

* 1. was already in the Recipient’s possession prior to disclosure by <Company>; or
	2. has been received from a third party who did not acquire it in confidence; or
	3. is or becomes generally available to the public through no act or default of the Recipient or its agents or employees.

## Inclusions

Without prejudice to the generality of Clause 4, information shall not be deemed to be generally available to the public by reason only that it is known to a limited number of people to whom it may be of commercial interest or merely because it may be derived from a more general disclosure or combinations of disclosures available to the public or in the Recipient’s possession.

## Return of Proprietary Information

The Recipient shall if so requested by <Company> at any time return to <Company> any and all Proprietary Information and Materials, whereupon the Recipient’s rights to use the same shall cease.

## Intellectual Property

* 1. The rights in and to all intellectual property (including without limitation patents, trade marks, copyright, registered designs and unregistered designs rights) that is developed or generated jointly or individually by <Company> and/or by the Recipient and which incorporates or is derived from any Proprietary Information shall belong exclusively to <Company>, unless otherwise agreed in writing by an authorised representative of <Company>.
	2. Neither this Agreement nor <Company>’s disclosure of Proprietary Information shall be deemed by implication or otherwise to vest in the Recipient any rights in any intellectual property or other property of <Company>.

## No Obligation to Deal

Nothing in this Agreement shall be construed as providing a commitment by <Company> to purchase any goods or services from the Recipient or to enter into any further agreement with the Recipient.

## Term

The obligations of the Recipient shall commence on the executed date of this Agreement and shall continue indefinitely unless and until the Proprietary Information falls within one of the exceptions stated above or enters the public domain other than by reason of a breach of this Agreement.

## Governing Law

The construction, validity and performance of this Agreement shall be governed by the laws of Malaysian Government and the parties agree to submit to the exclusive jurisdiction of the Malaysian courts, save that <Company> shall be entitled to bring proceedings against the Recipient in any other court or courts having jurisdiction.

AS WITNESS the hands of the parties hereto the day and year first above written:

Signed on behalf of **<Company>**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signatory

Name:

# Title:

Signed on behalf of **<Recepient>**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signatory

Name:

# Title: