

SDN BHD
(Company No:)
Registered Address:
Tel: +603
Fax: +603

EMPLOYEE CONFIDENTIALITY AGREEMENT

This Agreement (“Agreement”) is made and entered into, by and between**name of company**....a Malaysian company (“Company”), andname of employee.... an individual (“Employee”), with reference to the following facts:

- A. The Employee is being or has been employed by the Company. Such employment exposes the Employee to “Confidential Information” (as defined in Section 1.5 below) which must be carefully protected in order for the Company to be successful. Each employee of the Company has been required to treat such information as confidential and proprietary since he or she has been employed by the Company.
- B. The Company and the Employee believe that it is appropriate for them to memorialize their understanding and agreement as to the extent of the Employee’s confidentiality and intellectual property obligations to the Company.

THEREFORE, the Company and the Employee agree as follows:

- 1. The Employee’s Confidentiality Obligations. As a result of the Employee’s employment with the Company, the Employee has access to confidential and proprietary information which must be carefully protected. Further, the Employee occupies a position of trust and confidence with respect to the Company’s affairs and business. Accordingly, the Employee agrees to take the following steps to preserve the secrecy of the Confidential Information:
 - 1.1 No Disclosure or Use. During the course of and after the termination of the Employee’s employment with the Company, the Employee shall not use, disclose, or otherwise permit any person or entity access to any of the Company’s Confidential Information, other than as required in the performance of the Employee’s duties with the Company.
 - 1.2 Prevent Disclosure. During the course of and after the termination of the Employee’s employment with the Company, the Employee shall take all reasonable precautions to prevent disclosure of any of the Company’s Confidential Information to unauthorized persons or entities.
 - 1.3 Return All Materials. Upon termination of the Employee’s employment with the Company for any reason whatsoever, the Employee will deliver to the Company all tangible materials embodying any or all of the Company’s Confidential Information. Further, the Employee will not retain any copies of any of the above materials.

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- 1.4 Duty to Inform Subsequent Employer. The Employee agrees that for a period of twelve (12) months following his or her termination of employment with the Company, the Company shall have the right to inform any subsequent employer that the Employee is a party to this Agreement and to provide a copy of this Agreement to the Employee's subsequent employer.
- 1.5 Confidential Information. For the purposes of this Agreement, "Confidential Information" shall mean any information relating to the Company's business that provides it with a competitive advantage if kept secret. Confidential Information includes, but is not limited to, the following:
- a. The identities, usages, or requirements of past, present, and prospective clients, guests or customers, suppliers of the Company, whose identities, usages, or requirements appeared at any time on any list or other document or data compilation maintained by the Company or the employee on behalf of the Company, and to which the Employee had access during the course of his or her employment;
 - b. Any information relating in any way to the creation or development of the Company's working papers, plans, and survey or test market results;
 - c. Any information relating to the way the Company conducts its business, including, but not limited to, internal business procedures, business plans, techniques, technical and engineering information, ideas for new services, marketing strategies and information, financial data, as well as sales and pricing strategies; or
 - d. The identities of persons, partnerships, corporations, associations, or other entities that have traded or dealt with the Company, or data pertaining to such dealings.
2. Injunctive Relief and Indemnification. The Employee understands and agrees that monetary damages will not be sufficient to avoid or compensate for the unauthorized use or disclosure of any of the Company's Confidential Information. Accordingly, the Employee understands and agrees that in the event of any breach or threatened breach of this Agreement, the Company, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Employee hereby agrees to indemnify and hold harmless the Company from any damage, loss, cost or liability (including legal and expert witnesses' fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Employee of the Confidential Information.

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3. Reservation of Right to Terminate Employment. Nothing contained in this Agreement shall restrict the right of the Company to terminate the employment of the Employee at any time, with or without cause.
4. Miscellaneous Provisions.
 - 4.1 Remedies. No remedy conferred on the Company by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of one or more remedies by the Company shall not constitute a waiver of the right to pursue other available remedies.
 - 4.2 Waivers and Amendments. This Agreement may be amended, modified, superseded, or cancelled, and the terms and conditions hereof may be waived only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right hereunder, nor any single or partial exercise of any rights hereunder, preclude any other or further exercise thereof or the exercise of any other right hereunder.
 - 4.3 Notices. All notices or other communications that shall or may be given pursuant to this Agreement, shall be in writing, shall be sent by certified or registered post with postage prepaid, return receipt requested, by facsimile, overnight courier, or by hand delivery. Such communications shall be deemed given and received upon dispatch, if sent by facsimile; or upon delivery if sent by overnight courier or hand delivered; or within five (5) days of mailing, if sent by certified or registered mail, and shall be addressed to the parties at the addresses indicated below their respective signatures on the last page hereof or to such other addresses as the parties may designate in writing from time to time.
 - 4.4 Assignment and Delegation. The Company's rights under this Agreement may be assigned, and its duties may be delegated. The Employee's duties under this Agreement are personal and may neither be delegated nor assigned.
 - 4.5 Governing Law and Validity. The parties agree that the laws of Malaysia shall govern the interpretation and enforcement of this Agreement. If any provision of this Agreement is held to be void, invalid, or inoperative, such event shall not affect any other provisions herein, which shall continue and remain in full force and effect as though such void, invalid, or inoperative provision had not been a part hereof.

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- 4.6 Forum. Litigation of disputes under this Agreement shall be conducted in courts located in Malaysia. The parties hereto consent to the jurisdiction of any court in which an action is commenced and located in accordance with the terms of this Section. The parties further agree not to disturb such choice of forum, and if not resident in such country, waive the personal service of any and all process upon them, and consent that such service of process may be made by certified or registered mail, return receipt requested, addressed to the parties as set forth herein.
- 4.7 Costs and Attorneys Fees. In the event of any dispute, controversy, or other proceedings (including litigation or arbitration) arising out of or related to this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs, including actual attorney and expert witnesses' fees and costs, and court fees and costs.
- 4.8 Independent Review and Advice. Each party hereto warrants and represents that it has carefully read this Agreement, that it executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each may have with respect to one another, that it has had the opportunity to receive independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that it is entering into this Agreement of its own free will.
- 4.9 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 4.10 Entire and Sole Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the Confidential Information, intellectual property, and related subject matter and supersedes any and all prior or contemporaneous oral or written communications with respect hereto all of which are merged herein.

Execution hereof is to acknowledge that the parties have reviewed carefully what has been expressed in this document, which they understand is a legally binding document, and that the undertakings and agreements expressed in this document are binding upon them.

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Name of Employee :

Signature :

Date :

For and on behalf of
XYZ Sdn Bhd (Company No:.....)

GENERAL MANAGER/HUMAN RESOURCES MANAGER