

Confidentiality and Non-disclosure Agreement

This Confidentiality and Nondisclosure Agreement (the “Agreement”) is entered into by and between

PRIORITY SKY SDN BHD (Co. No. 651609-A) with its principal offices at No. 48-1 Jalan SS 19/1D Subang Jaya 47500 Selangor Malaysia (“**Disclosing Party**”)

and

_____ (“**Receiving Party**”)

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information.

For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development) : designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans (including prospective trade names or trademarks or service marks), customer names and other information related to customers, pricing policies, and financial information.

2. Exclusions from Confidential Information.

Receiving Party’s obligations under this Agreement do not extend to information that is:

- a. publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- b. discovered or created by the Receiving Party before disclosure by Disclosing Party;

- c. learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- d. disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party.

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately upon request by the Disclosing Party.

Each party agrees not to use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of negotiations and implementation of Parties obligations in an agreement, if any.

4. Time Periods.

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships.

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration.

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.

This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The formation, interpretation and performance of this Agreement shall be governed by the laws of Malaysia, excluding its conflict of law rules and the Parties agree to submit to the exclusive jurisdiction of Malaysian courts. The Confidentiality and Non-Disclosure Agreement may only be amended or modified in writing signed in advance by the authorized representatives of each of the Parties.

8. Waiver.

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Receiving Party

Name:

[please fill]

Title:

[]

Co Name:

[]

Date:

[DD MM YY]