

## CONFIDENTIALITY AND SECRECY AGREEMENT

between

Hitega Technologies Sdn.Bhd.  
(Company No. 749268-T)  
Plot 152, Bayan Lepas FTZ Phase 1  
Jalan Sultan Azlan Shah  
11900 Penang / Malaysia

-hereafter known as Hitega-

and

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-hereafter known as SUPPLIER-

In order to allow a cooperation and a mutual exchange of quotations and inquiries both companies - without having any contractual agreement - will provide each other access to data and information which may not be disclosed to any other party.

Each contractual party undertakes in respect of the provided data and information (in any form whatsoever and independent of the contents)

- to treat them as confidential and not to disclose them to a 3<sup>rd</sup> party
- to only use them for the indented purpose
- not to use them for their own use neither in complete nor in excerpts without written consent of the disclosing party

The following is agreed upon between Hitega and the SUPPLIER:

1. the object of this agreement are all information of Hitega like e.g. drawings , documents , specifications , price indications or any other statements hereafter called INFORMATION disclosed to the SUPPLIER whether orally , in written or any other form ( including without limitation all INFORMATION in electronic , digital or any other form )
2. Before mentioned commitment shall not apply to INFORMATION where the SUPPLIER can demonstrate that the INFORMATION
  - are state of the art or generally known to the public,

- is identical in content to information that the SUPPLIER already owns at the time of the disclosure or are obtained independently of the received INFORMATION,
  - must be made accessible to government agencies or courts due to legal requirements.
3. Hitega reserves the right to register a trademark for the INFORMATION disclosed to the SUPPLIER and reserves all other rights (including copyright and related rights).  
The disclosure of the INFORMATION does not include the right for the SUPPLIER to register the INFORMATION on his part. The disclosure shall not constitute any license.
  4. Hitega's patents , patent registrations , trademarks, etc. are to be respected and not being challenged by any action for voidance, action for annulment or suit for cancellation. Any such action should also not been taken via a 3<sup>rd</sup> party or a 3<sup>rd</sup> party should not been assigned to take such actions.
  5. The SUPPLIER commits
    - to treat the INFORMATION strictly confidential like a business or company secret and to use them for the sole purpose of preparing a quotation and/or a processing of a purchase order and to disclose the INFORMATION only to persons that are directly assigned to handle the task;
    - not to disclose the INFORMATION to any 3<sup>rd</sup> party and to keep safe the INFORMATION with the same care as own confidential documents;
    - not to offer and/or sell parts ordered by Hitega neither direct nor via a 3<sup>rd</sup> party to an end customer or to a trading organization and also not to ask a 3<sup>rd</sup> party to manufacture the parts with the goal to offer and/or to sell them for their own account.
  6. Companies affiliated to the contractual partners are not considered as 3<sup>rd</sup> party in the sense of this agreement provided they will fulfill the same obligations.
  7. The contractual partners are responsible to ensure that their employees – insofar as they will or could get to know about the disclosed data and information – are bound or will be bound to secrecy. The duties of the contractual partners will remain unaffected from it.
  8. The SUPPLIER is obliged to return INFORMATION received in written form from Hitega immediately after receiving for the first time a written or oral request to do so without retaining any copies.
  9. The SUPPLIER will be liable to Hitega in case of a breach of this agreement with an appropriate penalty.

The onus for no fault lies with the SUPPLIER.

10. Exclusiveness

In case that Hitega would order a product or products – originating from the object of this agreement - from the SUPPLIER, the SUPPLIER is not allowed to offer and/or sell the product or any components or sub-assemblies of it neither direct nor via a 3<sup>rd</sup> party to a competitor of Hitega, as spare part to the end customer or to a trading organization. It is also not allowed to ask a 3<sup>rd</sup> party to manufacture the product and/or components or sub-assemblies of it with the goal to offer and/or to sell them for their own account.

11. This agreement concerns all business dealings between Hitega and the SUPPLIER, even if the agreement is not explicitly mentioned in the respective order or document. This is also valid for oral orders or agreements.

12. Amendments of the agreement are only considered to be valid in writing and after being approved by Hitega and the SUPPLIER.

13. This agreement replaces all previous correspondence concerning confidentiality.

14. In case one clause of the agreement becomes void or not achievable, all other clauses of this agreement will not be concerned and remain valid.  
The contractual partners are then obliged to replace - where appropriate – the void clause by a revised clause by mutual consent. The intended purpose of the contract should – as far as possible – be achieved in a legally recognized manner.

15. This contract becomes effective with the signing by Hitega and the SUPPLIER. The obligations from this contract will end 2 years after the end of the contractual cooperation or 2 years after the completion of the on-going projects.

In case no such cooperation will come about the obligations from this contract will end 2 years after signing.

16. The construction, validity and performance of the Agreement shall be governed by the laws of Malaysia.

Date:

Place:

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Hitega