



EGK MICROELECTRONIC SOLUTIONS GROUP SDN. BHD.

Company No. 202501002992 | 1604405-X

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (hereinafter referred to as the "Agreement") is made on 2026.

BETWEEN

EGK Microelectronic Solutions Group Sdn. Bhd., Company No. 202501002992, a body corporate established under the Companies Commission of Malaysia Act 2001, having its principal office at:

8, Lintang Beringin 8, Diamond Valley Industrial Park, 11960 Batu Maung, Penang

(hereinafter referred to as the "Disclosing Party")

AND

..... (hereinafter referred to as "....."), (Company No:), a company incorporated in Malaysia having its registered address at:

(hereinafter referred to as the "Receiving Party")

The Disclosing Party and Receiving Party shall hereinafter be referred to collectively as the "Parties".

WHEREAS

(A) The Disclosing Party intends to explore potential strategic partnership, development, obtaining information, collaboration and commercial plan in relation to a proposed project known as the "....." (hereinafter referred to as the "Purpose") which requires disclosure by the Disclosing Party to the Receiving Party of confidential and non-public information in relation thereto, which is more particularly described in **Clause 1** of this Agreement (hereinafter referred to as the "Confidential Information").



(B) The Disclosing Party has agreed to disclose and/or procure to be disclosed the Confidential Information to the Receiving Party, and the Parties have agreed to regulate how the Confidential Information is to be treated while in the possession or control of the Receiving Party on the following terms and conditions.

In consideration of the premises and the Parties' mutual covenants herein contained, **IT IS HEREBY AGREED** as follows:

1. CONFIDENTIAL INFORMATION

The Parties hereby agree that the term "**Confidential Information**" shall refer to any and all information, individually and collectively, disclosed or to be disclosed and/or supplied or to be supplied by the Disclosing Party to the Receiving Party in whatsoever nature, whether oral (limited only to statements made in the course of formal discussions), in writing or in electronic form, including, without limitation, communication and information containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind including trade secrets, research and know-how, in respect of the Purpose whether expressly designated as "Confidential Information" or not — provided by the Disclosing Party, its Chairman, members, committees, employees, consultants, agents, advisers and/or representatives.

2. CONFIDENTIALITY

- 2.1 The Receiving Party acknowledges that it owes an obligation of confidence to the Disclosing Party in respect of the Confidential Information.
- 2.2 The Receiving Party further acknowledges that the Confidential Information (including any copies made thereof by the Receiving Party) is:
 - (a) the property of the Disclosing Party;
 - (b) secret, confidential and valuable to the Disclosing Party; and
 - (c) provided to the Receiving Party for use solely in connection with the Purpose.

3. DISCLOSURE OF CONFIDENTIAL INFORMATION

The Receiving Party undertakes with the Disclosing Party that it shall:

- (a) ensure that the Confidential Information is kept confidential and is not disclosed, except as permitted herein or with the prior written permission of the Disclosing Party;
- (b) ensure that the Confidential Information:
 - i. is used solely for the Purpose;
 - ii. including any copies thereof, is kept secured and protected in such a way as to prevent unauthorised access by any third party;
 - iii. is disclosed only to those directors, officers, employees, assistants, financiers, professional advisers, attorneys, accountants, potential buyers and other representatives of the Receiving Party (the "Representatives") who have a specific need to have access to the Confidential Information for the Purpose and who have been made aware of the terms upon which the Confidential Information has been disclosed to the Receiving Party. The Receiving Party shall ensure that such Representatives shall agree to be bound by the terms of this Agreement;
- (c) in the event the Receiving Party intends to permit any other person (not including the Representatives) to have access to the Confidential Information, it shall first discuss with the Disclosing Party to grant such access, whereby the decision made by the Disclosing Party on this matter shall be discretionary and final; and



(d) in the event that the Disclosing Party has resolved not to proceed with the Purpose, the Receiving Party shall within fourteen (14) working days upon being requested by the Disclosing Party to do so in writing, either return to the Disclosing Party all originals and copies of the Confidential Information or, alternatively, destroy the same and verify in writing to the Disclosing Party that such destruction has been carried out.

4. OPERATION OF AGREEMENT

4.1 The obligations of confidentiality contained herein shall remain in full force until the completion of the Purpose or, in the event the transaction is terminated and has not resulted in any participation by the Receiving Party in the Purpose, the obligations of confidentiality shall continue in full force for a period of ten (10) years from the date of termination and non-participation, whichever is earlier — but shall not apply to such Confidential Information which:

(a) was already known to the Receiving Party and/or the Representatives on a non-confidential basis prior to its disclosure by the Disclosing Party;

(b) was, at the time of its disclosure, already in or subsequently comes into the public domain (other than by reason of any unauthorised disclosure or breach of this Agreement by the Receiving Party and/or the Representatives);

(c) is approved for release by written authorisation of the Disclosing Party;

(d) is disclosed to a third party by the Disclosing Party without similar restrictions on that third party's rights of disclosure;

(e) is developed by the Receiving Party independent of the Confidential Information without any breach of this Agreement as evidenced by written records; or

(f) is required by law, by order of a court of competent jurisdiction or any relevant governmental or regulatory authority.

4.2 In the event, under Clause 4.1(f), the Receiving Party is required by law to disclose the Confidential Information, it shall provide prompt written notice to the Disclosing Party before doing so.

5. NO PUBLICITY

5.1 The Receiving Party agrees that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall not, without the prior written consent of the Disclosing Party, disclose to any third party about the possible co-operation contemplated between the Parties including but not limited to the fact that discussions or negotiations are taking place between the Parties in relation to the Purpose, any terms, conditions, facts or other matters with respect thereto, and the status thereof.

5.2 No release or announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement shall be made by the Receiving Party unless the Disclosing Party otherwise agrees in writing and only at such time and in such form as is approved by the Disclosing Party.

6. REPORTING UNAUTHORISED DISCLOSURE, MISAPPROPRIATION OR MISUSE

The Receiving Party shall immediately inform the Disclosing Party in writing of any loss of confidentiality, unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having knowledge of the same.

7. INDEMNITY

The Receiving Party hereby agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all loss, cost, expense, liability, claim or cause of action, including legal fees and other costs of litigation incurred in connection with such claims, which the Disclosing Party may incur or be subject to arising from the breach of any provision of this Agreement by the Receiving Party or the Representatives.



8. MISCELLANEOUS PROVISIONS

- 8.1 Each provision of this Agreement shall be deemed to be separate and severable from each other provision. If any provision of this Agreement shall for any reason be invalid and unenforceable in accordance with its terms, all other provisions and the remaining clauses shall not be affected and shall continue to be valid and enforceable in accordance with their terms and shall continue to be binding upon the Parties.
- 8.2 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereto hereby irrevocably submit to the jurisdiction of the courts of Malaysia.
- 8.3 Neither Party shall have the right to assign or otherwise transfer this Agreement or its rights or obligations or any part thereof to any third party unless with the prior written consent of the other Party.
- 8.4 No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.
- 8.5 Each Party acknowledges that monetary damages alone may not be a sufficient remedy in the event of any breach of this Agreement and agrees that the other Party shall be entitled to seek specific performance or injunctive relief from the Malaysian court in addition to all other remedies available to it.
- 8.6 Any and all amendments or modifications to this Agreement must be made in writing and be signed by the authorised representatives of the Parties.
- 8.7 This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior understandings with regard to the subject matter hereof and will be binding upon the Parties and their respective successors and assigns.
- 8.8 Each Party shall bear its own solicitor's costs and the fees payable for stamp duty on this Agreement shall be borne and paid by the Receiving Party.
- 8.9 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

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IN WITNESS WHEREOF the Parties hereto have set their hands on the day and year first stated above.

DISCLOSING PARTY

RECEIVING PARTY

EGK Microelectronic Solutions Group

.....

Signed by:

Signed by:

Name: Khor Eng Gian

Name:

Designation: CEO, Managing Director

Designation:

In the presence of:

In the presence of:

Name:
NRIC:

Name:
NRIC: