



ANCUBIC

# ANCUBIC GROUP OF COMPANIES

(Company No: xx)

## NON DISCLOSER AGREEMENT (NDA)

**Document No.** : **POLICY - CORP**  
**Revision** : **1.0**  
**Date** : **April 19, 2023**

### IMPORTANT NOTE:

***Strictly for internal circulation only.***

*This manual is intended only for the use of the management and employees of ANCUBIC HOLDINGS SDN BHD and its subsidiaries ("the Group") in undertaking business operations. ANCUBIC Group is not accountable to any third party for reliance on the information contained in this manual, nor responsible for the completeness or accuracy of the information.*





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## 1.0 INTRODUCTION

The purpose of this procedure is to serve as a guideline for securing Private and Confidential Information in the course of operations of Ancubic Group of Companies and Subsidiaries (Ancubic Group).

### 1.1 Scope

This policy is a preventive measurement involving parties as follows:

- i. Employee of Ancubic Group
- ii. Business Associates, Consultants, Contractor, Agents and etc.

### 1.2 Objective

The Board and Senior Management are committed to acting professionally, fairly and with integrity in all the ANCUBIC Group's business dealings and relationships by implementing and enforcing effective procedures to prevent, monitor and eliminate any form of mishandling of Confidential Information in the course of operations of Ancubic Group of Companies and Subsidiaries (Ancubic Group), as well as to safeguard and protect the ANCUBIC Group's reputation.

### 1.3 Definitions

#### 1.3.1

Description	Abbreviations
Board of Directors	BOD or Board
Group Managing Director	GMD
Secretary / Personal Assistant	PA
Senior Key Management	SKM
Human Resources	HR
General Affairs (Legal & Policy)	GA
Code of Conduct and Business Ethics	CCBE
Directors' Code of Conduct and Ethics	DCCE

#### 1.3.2 "Confidential Information."

The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is

- (i) information in a tangible form that bears a "confidential", "proprietary" or similar legend,
- (ii) discussions relating to that information, whether those discussions occur prior to, concurrent with, or following disclosure of the information, and
- (iii) (in the case of Ancubic) information including but not limited to the technical or financial information that relates to Ancubic and/or any of its affiliated or related companies ("Ancubic Group of Companies").



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All parties preparing the agreement and/or releasing company information to a third party are responsible for ongoing information from the recipient with the level of confidential reveal under a business transaction or as per BOD's directive. Submissions of NDA are to be completed before releasing "Confidential Information" to the recipient and are processed promptly. The final copy will be kept by GA, excluding any other information attached.

**1.5 Information Access**

1.5.1	via email request at <a href="mailto:ga@ancubicproperty.com">ga@ancubicproperty.com</a>
1.5.2	via correspondence to your HOD

**2.0 RESPONSIBILITIES****2.1 Authority Limit**

This table defines the authority structure, functions and responsibilities delegated by the Board of Directors ("BOD") to release information about ANCUBIC Group's authorised group under the NDA Policy.

V:Verify A: Approve K: Keeping

No.	Items	Authority Group					
		BOD	GMD	PA	SKM	HR	GA
	Company Secretarial Information	A		V			K
	Company Financial Information	A	A		V		K
	Company Project Information		A		V		K
	Contract Agreement / Letter	A					K
	Employment contract/ Letter		A			K	
	Third-party information w/ consent		V		V		K
	Other information deemed confidential			K	V		K

**2.2 Receiving party.**

- i. The receiving party shall use the Confidential Information only for the Authorised Purpose stated in the NDA.
- ii. The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information but no less than a reasonable degree of care under the circumstances.
- iii. The receiving party will not disclose any of the disclosing party's Confidential Information to any employees to any third parties except to the receiving party's employees, agents, associates, consultants, directors, parent company, representatives, and majority-owned subsidiaries who have a need to know and who agree to abide by non-disclosure terms at least as



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comprehensive as those set forth herein, provided that the receiving party will be liable for breach by any such entity.

- iv. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, agents, associates, consultants, directors, parent company, representatives, and majority-owned subsidiaries with a need to know. Any copies made will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.
- v. The receiving party shall promptly return the Confidential Information to the disclosing party and/or destroy/delete all Confidential Information (by way of soft copy and/or hard copy) upon the termination or expiry of this agreement.
- vi. The receiving party shall immediately notify the disclosing party of any unauthorised use or disclosure, copy or printing of the Confidential Information which comes to the receiving party's notice.
- vii. The receiving party agrees that a breach of this agreement may give rise to irreparable injury to the disclosing party that damages may not adequately compensate for, and consequently, the disclosing party shall be entitled to seek, in addition to all other remedies available to it, injunctive and other equitable relief without the posting of a bond to prevent a breach of this agreement and to secure the enforcement of this agreement.
- viii. The receiving party shall fully indemnify the disclosing party from and against all claims, costs and expenses, loss and/or damage resulting from the unauthorised use or disclosure of the Confidential Information by the receiving party in the event of any breach of the terms in this agreement.

### 2.3 Disclosing party

- i. Shall not have any obligation to disclose Confidential Information to the other and may terminate this agreement at any time without cause upon written notice to the other party, provided that each party's obligations with respect to Confidential Information disclosed during the term of this agreement will survive any such termination.
- ii. May, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.
- iii. The NDA is neither intended to nor will it be construed as creating a joint venture, partnership or another form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
- iv. The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to the NDA, including all warranties as to the accuracy or utility of such Confidential Information.



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### 3.0 PROCEDURE

- i. Recipient shall provide the details of "Confidential Documents" required for the business purpose.
- ii. Ancubic's personnel shall study accordingly and verify the necessity of acquiring such demand during discussion.
- iii. Prepare RFI through Requisition Form to be approved by BOD.
- iv. Ensure the purpose of requiring "Confidential information" is indicated under the terms and conditions of the NDA, and to negotiate on other terms, if any.
- v. There may be circumstances in which the recipient may want to use their version of NDA. As such, to study the terms and conditions and make a recommendation if it does not satisfy ANCUBIC Group's standard terms.
- vi. Obtain signed Ctos and NDA from the recipient.
- vii. To conduct due diligence such as carrying out Ctos checks and random website checking on the recipient's background. To follow up with the recipient to ensure the findings are satisfied.
- viii. In the event the BOD is not satisfied with the due diligence finding, further investigation will be carried out. GA to keep on record for unfulfillment NDA condition.
- ix. The respective department will release the requested "Confidential Documents" to Ancubic's personnel and sign off the acknowledgement of receipt.(internal control)
- x. "Confidential documents" will be released to the recipient. The original copy of the signed NDA is to be kept by GA, and scan copy is made available on the NASH server.

### 4.0 RECORD KEEPING

ANCUBIC Group shall keep original and signed NDA records and have appropriate internal controls in place to act as evidence for all agreements made.

### 5.0 DETERMINATION OF RISK

#### 5.1 CTOS check

ANCUBIC Group requested a signed CTOS consent from the recipient when information related to the ANCUBIC Group was requested. Credit Reporting Agency (CRA) services are regulated by the Registrar of Credit Reporting Agencies, Ministry of Finance, under the ambit of the Credit Reporting Agencies Act 2010. CTOS collects information related to the creditworthiness of individuals and businesses and produces complete portfolios of credit risk management solutions and services, enabling the ANCUBIC Group to address the possible risk of releasing "confidential information".

#### 5.2 Period of Non-Assertion.

The disclosing party will not assert any claims of breach of the NDA or



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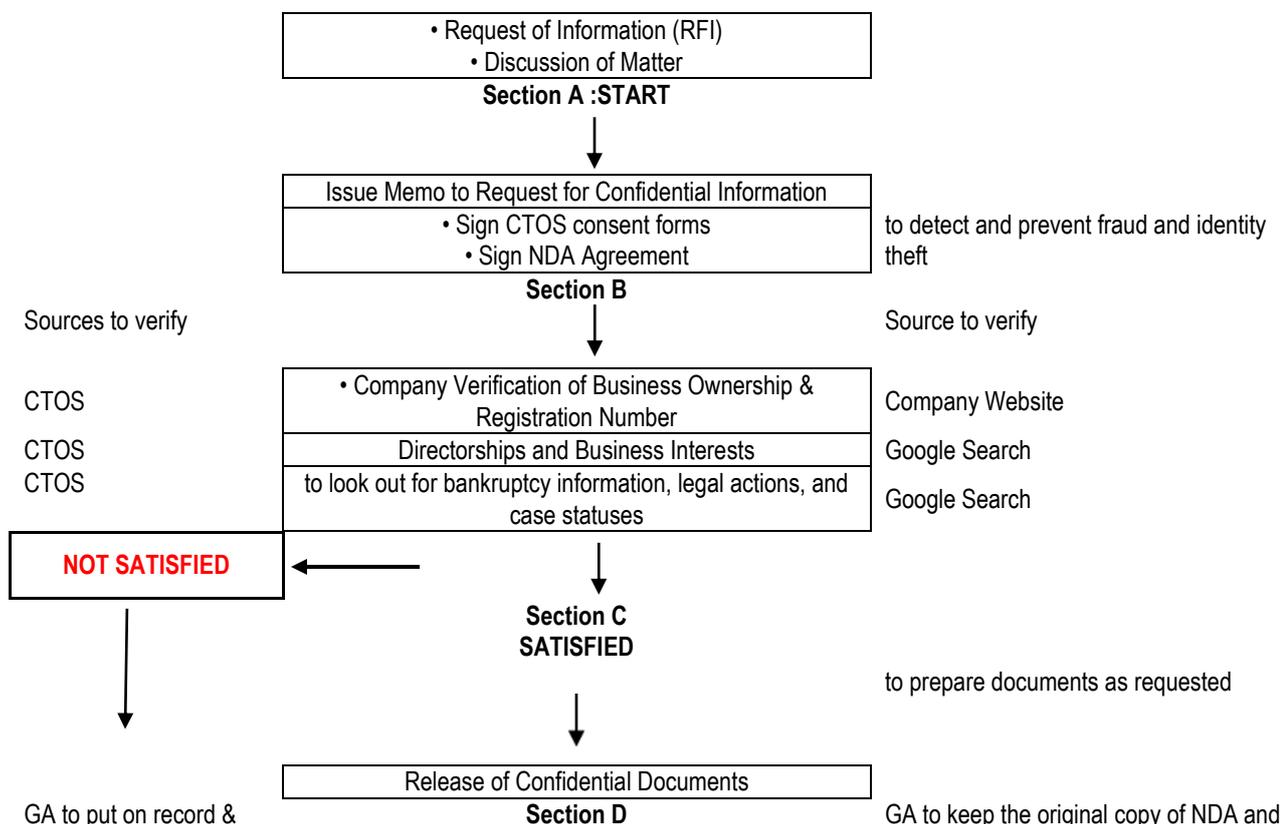
misappropriation of trade secrets against the receiving party arising from the receiving party's disclosure of the disclosing party's Confidential Information made more than 36 months or earlier from the date of the disclosure. The obligations of the parties shall remain effective from the date of this agreement, and the obligation on confidentiality shall remain in force for 3 years or earlier, notwithstanding termination of NDA by any of the parties herein.

**6.0 REVIEW OF THE POLICY**

- 6.1 The document will be reviewed within four (4) years or when required to ensure its adequacy and operating effectiveness.
- 6.2 Internal control systems and procedures designed to ensure consistency is subject to regular audits to ensure they are effective in practice.
- 6.3 Any change in the policy would result in consequential changes to the CCBE and DCCE. Accordingly, the employees shall be notified of the approved revision.
- 6.4 The procedures, appendices and forms shall be reviewed and updated from time to time or as the need arise to maintain their relevance to changing business needs and to remain current. Ancubic Group reserves the right to amend this policy.

**7.0 ATTACHMENTS**

**7.1 NDA Flow**





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keep the original copy of NDA and Ctos Form

KEEP

Ctos Form

## 7.2 Controlled Document

- Sample NDA for employee
- Sample Draft NDA for others

### Sample NDA for employee



## Ancubic Group of Companies NON-DISCLOSURE POLICY

*Updated as of February 2021*

During employment with Ancubic Group of Companies, you may be disclosed to certain trade secrets, confidential and/or proprietary business information of or regarding the Company ("Confidential Information"). This agreement is binding with your employment letter.

Append herewith the "Non-Disclosure Policy" to be complied with to ensure that the Confidential Information is appropriately kept and not to be disclosed to third parties: –

1. To take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information. Share Confidential Information only with those who need to know.
2. To keep all Confidential Information secure and protected at all times. All hardcopy document(s) of Confidential Information must be filed appropriately and be kept in locked cupboard/drawer whenever applicable. No paper of Confidential Information should be left out on tables unattended.
3. Do not attempt to remove any confidential information document from the office premises without your superior and/or management's prior consent.
4. To destroy the document(s) of Confidential Information instead of throw into the bin or used as recycled paper.
5. Documents that need to be retained for a particular time must be stored in a locked cupboard (if any) to ensure the information's safety. Once the retention period has passed, all documents should be destroyed as per item 3 above.

We hope to have your cooperation in adhering to the above, and you may be notified of any update from time to time. We appreciate you taking the effort to read this note from our Chairman.

Thank you.



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Yours sincerely,  
above by,

*Acknowledged receipt and abide the*

**Dato' Low Boon An**  
**Chairman**

### Sample NDA for others – draft 1

#### UNDERTAKING OF NON-DISCLOSURE OF "INFORMATION"

#### BETWEEN

ANCUBIC GROUP OF COMPANIES a company incorporated in Malaysia with its business address at No. A-1-28, IOI Boulevard, Jalan Kenari 5, Bandar Puchong Jaya, 47170 Puchong, Selangor (the "Disclosing Party") of the one part;

#### AND

\_\_\_\_\_ ( I/C NO: \_\_\_\_\_ ) (the "Recipient") of the other part.

and/or

\_\_\_\_\_ ( Comp Reg: \_\_\_\_\_ ) (the "Recipient") of the other part.

(hereinafter referred to as "the Recipient")

#### WITH ACKNOWLEDGEMENT OF RECEIPT FOR

INFORMATION, DOCUMENTS, AGREEMENT, CONTRACT, MATERIALS, PARCELS, DATABASE AND etc, as received by recipient (hereinafter referred to as "information")

#### WHEREAS

The above information is to be treated as strictly private and confidential and is furnished without any responsibility whatsoever on the part of Disclosing Party. In addition to and not in derogation of aforementioned, this letter is not guarantee nor can the said information be delivered to nor relied upon any other person or for any other purpose nor is to be quoted or referred to any document or filled with any person and on the basis that we are not liable for any such corruption, interception, misdemeanor, amendment, tampering or viruses or any consequences thereof.

All information are disclosed based on the understanding that both parties agreed that all information, whether oral, written or otherwise, that are supplied in the course or as a result of meeting, request, discussion and/or supplementary information shall be treated as confidential by the recipient (whether verbally, sighted, photograph or by internet transmittal). Recipient further acknowledged and confirmed that the "Information" herein contained may be legally privileged. Any disclosure, reproduction or distribution of this information by anyone other than the recipient is prohibited and unlawful.

The recipient acknowledges that the supply of the Confidential Information to it will not constitute an offer by the Disclosing Party, not the basis of any contract, nor a representation which may be relied upon by the recipient. No representation or warranty, express or implied, is or will be given and no responsibility or liability is or will be accepted by the Disclosing Party as to be accuracy or completeness of the contents of any Confidential Information.

Waiver: The failure to exercise of delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.

Laws: This agreement shall be governed by the laws of Malaysia.

Assignment: This undertaking will be binding upon the successors-in-title, representatives, heirs and permitted assigns of the respective parties. Neither party will be entitled to assign its rights, obligations and benefits under this undertaking to any party without the prior written consent of the other party.

Indemnity: The Recipient shall indemnify the Disclosing Party from and against all claims, costs, suits, expenses, loss or damage (including but not limited to legal costs) which may arise directly or indirectly from the unauthorised disclosure or use of the Confidential Information by the Recipient and/or its Recipient hereby undertaken above.

Disclosing Party:

Recipient Party:

.....  
Authorised signatory

Date:

.....  
Authorised signatory

Name:

I/C No.:

Date:



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## Sample NDA for others – draft 2

### CONFIDENTIALITY AGREEMENT

This agreement is entered into and made effective as of \_\_\_\_ (Day) \_\_\_\_ (Month) \_\_\_\_ (Year)

#### BETWEEN

ANCUBIC CAPITAL SDN. BHD. of A-1-28, IOI Boulevard, Jalan Kenari 5, Bandar Puchong Jaya, 47170 Puchong, Selangor Darul Ehsan (hereinafter referred to as "The Disclosing Party")

#### AND

\_\_\_\_\_, a company incorporated in Malaysia and having its business address at \_\_\_\_\_ (hereinafter referred to as "The Receiving Party").

#### WHEREAS

Both The Disclosing Party and The Receiving Party intend to enter into discussion regarding

#### THE PARTIES AGREE AS FOLLOWS:

1. Confidential Information. The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is (i) information in tangible form that bears a "confidential", "proprietary" or similar legend, (ii) discussions relating to that information whether those discussions occur prior to, concurrent with, or following disclosure of the information, and (iii) (in the case of Ancubic) information including but not limited to the technical or financial information that relates to Ancubic and/or any of its affiliated or related companies ("Ancubic Group of Companies")

2. Obligations of Receiving Party. The receiving party shall use the Confidential Information only for the Authorised Purpose as above-mentioned.

The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

The receiving party will not disclose any of the disclosing party's Confidential Information to any employees to any third parties except to the receiving party's employees, agents, associates, consultants, directors, parent company, representatives, and majority-owned subsidiaries who have a need to know and who agree to abide by non-disclosure terms at least as comprehensive as those set forth herein, provided that the receiving party will be liable for breach by any such entity.

The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, agents, associates, consultants, directors, parent company, representatives, and majority-owned subsidiaries with a need to know. Any copies which are made will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.

The receiving party shall promptly return the Confidential Information to the disclosing party and/or destroy/delete all Confidential Information (by way of soft copy and/or hard copy) upon the termination or expiry of this agreement.

The receiving party shall immediately notify the disclosing party of any unauthorised use or disclosure, copy or printing of the Confidential Information which comes to the receiving party's notice.

The receiving party agrees that a breach of this agreement may give rise to irreparable injury to the disclosing party that may not be adequately compensated for by damages and consequently, the disclosing party shall be entitled to seek, in addition to all other remedies available to it, injunctive and other equitable relief without the posting of a bond to prevent a breach of this agreement and to secure the enforcement of this agreement.

The receiving party shall fully indemnify the disclosing party from and against all claims, costs and expenses, loss and/or damage resulting from the unauthorised use or disclosure of the Confidential Information by the receiving party in the event of any breach of the terms in this agreement.

3. Period of Non-Assertion. The disclosing party will not assert any claims of breach of this agreement or misappropriation of trade secrets against the receiving party arising from the receiving party's disclosure of the disclosing party's Confidential Information made more than 36 months from the date of the disclosure. However, unless at least one of the exceptions set forth in Section 4 below has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such Confidential Information to third parties under the terms of a non-disclosure agreement.

4. Termination of Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information which is:



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- (a) rightfully in the public domain other than by a breach of a duty to the disclosing party;
- (b) rightfully received from a third party without any obligation of confidentiality;
- (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;
- (d) independently developed by employees of the receiving party;
- (e) generally made available to third parties by the disclosing party without restriction on disclosure; or
- (f) necessary for the receiving party to disclose to genuine potential investors and/or co-investors who have a legitimate need to know or see such information and/or documents.

5. Title. Title or right to posses Confidential Information as between the parties will remain in the disclosing party.

6. No Obligation of Disclosure; Termination. Neither party has any obligation to disclose Confidential Information to the other. Either party may terminate this agreement at any time without cause upon written notice to the other party; provided that each party's obligations with respect to Confidential Information disclosed during the term of this agreement will survive any such termination.

Either party may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance

7. General

(a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.

(b) Both parties understand and acknowledge that no licence under any patents, copyrights or trademarks is granted to or conferred upon either party in this agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.

(c) The failure of any party to enforce any right resulting from breach of any provision of this agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

(d) This Agreement shall be interpreted and construed under the laws of Malaysia without regard to conflict of laws principles. Any claim arising under this agreement must be brought within the statute of limitations provided by Malaysia Law.

(e) This Agreement shall be binding on the personal representative's heirs, successors-in-titles and assigns or permitted assigns if the respective parties hereto.

(f) This Agreement constitutes the sole and entire agreement between the parties with respect to the Confidential Information and all restrictions thereon; it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Confidential Information, and may not be amended except in writing signed by a duly authorised representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this agreement.

(g) The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this agreement, including all warranties as to the accuracy or utility of such Confidential Information.

(h) The obligations of the parties under this agreement shall be effective from the date of this agreement and the obligation on confidentiality shall remain in force for a period of 3 years notwithstanding termination of this agreement by any of the parties herein.

The parties hereto have by the duly authorised representatives set their hands the day and year first written above.

SIGNED for and on behalf of  
ANCUBIC CAPITAL SDN. BHD.

SIGNED for and on behalf of  
XXX SDN. BHD.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name :  
Designation :  
Date:

Name :  
Designation :



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