

# NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (the “Agreement”) is effective as of [[DATE]], between [[WeMakeThem]] (“Company”), a Malaysian incorporated company, and [[VENDOR]] (“Vendor”), a [[INDIVIDUAL/LLC/CORPORATION/(OTHER)].]

Company intends to request certain confidential and proprietary information from Vendor for the purpose of exploring a business opportunity of mutual interest and in connection with this opportunity, Vendor may disclose to Company certain confidential and business information which Vendor desires Company to treat as confidential. Company agrees to safeguard such information under the following terms and conditions.

The parties agree as follows:

1. “Confidential Information” means any proprietary, confidential and/or trade secret information of Vendor. Confidential Information may include, without limitation, financial information and other information related to Vendor’s products, services, designs, technology, methodologies, know-how, marketing plans, financial plans, business and vendor relationships and any information which, given the totality of the circumstances, a reasonable person would believe is proprietary, confidential, or competitively sensitive. Confidential Information may be disclosed either in tangible form or intangible form.
2. Confidential Information will not include information that: (a) was in the public domain when disclosed; (b) becomes public domain after disclosure, other than as a result of Company’s violation of this Agreement; (c) was in Company’s possession when disclosed and was not acquired directly or indirectly from Vendor; (d) is shown by written evidence to have been developed by Company independently after disclosure without benefit of the Confidential Information; or (e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from Vendor. Confidential Information will not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components or combinations thereof are now or become known to the public. Confidential Information will not be deemed publicly known or known by Company merely because it may be embraced by a more general disclosure, or derived from other disclosures, available to the public or Company.
3. Company (a) will not disclose Confidential Information except to its employees, officers, agents or representatives, (b) will not use Confidential Information except for the purposes contemplated by this Agreement, (c) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, (d) will not trade securities utilizing such Confidential Information and (e) will make copies of materials embodying Confidential Information only as necessary for such purpose.

4. Company shall maintain Confidential Information in trust and confidence and shall not disclose or use Confidential Information for any illegal purpose. In particular, Company shall not file any patent application containing any claim to any subject matter derived from the Confidential Information. Company may use such Confidential Information only to the extent required to accomplish the purposes of this possible acquisition.
5. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor will this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose contemplated by this Agreement. Neither party makes any representation or warranty, express or implied, as to the accuracy, completeness, or noninfringement of the Confidential Information that it provides to the other party. Company agrees that Vendor will not have any liability to Company relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.
6. This Agreement shall survive until such time as all Confidential Information disclosed becomes publicly known or made generally available through no action or inaction of Company. Upon termination of this Agreement or upon Vendor's request, Company will return or, upon requesting and receiving the written authorization of Vendor, destroy all materials embodying the Confidential Information of the Vendor.
7. All confidential information is provided "as is". Vendor makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
8. This Agreement is the complete and exclusive agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous written or oral understandings relating to it, and will survive the expiration or termination of any other agreement. This Agreement will be subject to and be interpreted in accordance with the laws of Malaysia, without regard to its conflict of laws principles.

**ACCEPTED AND AGREED BY THE PARTIES:**

*This Agreement is effective as of the date first set forth above.*

**[[CONTRACTING PARTY]]**

**[[VENDOR]]**

By: \_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:

Title:  
Date:

Title:  
Date: