

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“NDA”) is made and entered into on _____day of _____2023.

BETWEEN

EVO EDUCATIONS SDN BHD, Registration No. 202101002471 (1402769-P), a private limited company incorporated under the laws of Malaysia and having its registered address at D-3-53A, Block Dahlia, 10 Boulevard, Lebuhraya SPRINT, PJU 6A, 47400 Petaling Jaya, Selangor Darul Ehsan. (hereinafter referred to as “**Disclosing Party**”);

AND

[Name] (NRIC No:), a Malaysia citizen, residing at _____
(hereinafter referred to as “**Receiving Party**”);

(The Disclosing Party and Receiving Party shall hereinafter be collectively referred to as the “**Parties**” and individually as “**Party**”, where the context so requires).

WHEREAS

- A. The Parties are entering into this NDA for the purpose of providing self-development courses (“**Courses**”) for children and adults by the Receiving Party which requires the Disclosing Party to disclose confidential and propriety information (“**Confidential Information**”) to the Receiving Party in the course of carrying the Courses in the forms of virtual and physical training (“**Purpose**”).

- B. In reliance of this NDA, the Disclosing Party has agreed to disclose the Confidential Information to the Receiving Party and the Receiving Party hereby agrees to hold the Confidential Information subject to the terms and conditions herein contained.

THIS NDA WITNESSETH AS FOLLOWS:

1. DEFINITIONS

In this NDA the following words and expressions shall have the following meaning:

“Confidential Information”

means any and all information of whatever nature, whether commercially valuable or otherwise and whether in written or electronic format, pictorial or oral form or in any other medium, disclosed, submitted or howsoever made available by or on behalf of the Disclosing Party to the Receiving Party, whether before or after the date of this NDA, including without limitation to:

- i. facts, data, specifications, drawings, reports, accounts relating to its courses, operations and assets including any data, reports, analyses, compilations, studies, interpretations, assumption, estimates, projections, forecasts, records whether relating to the financial situation, customers, transactions or proposed transactions, business strategy, prospects, marketing, planning, programming, technical, pricing, legal and any ideas, know-how, concept, designs, specifications and data, which is disclosed to the Receiving party in written, pictorial, electronic or in any other form, from or pursuant to discussions with the Receiving Party relating to the business;
- ii. information of whatever nature relating to the business of the Disclosing Party obtained by observation while conducting the Courses in the business;
- iii. analysis, compilations, studies and other documents prepared by the Disclosing Party which contain or otherwise reflect or are generated from the information specified in paragraphs (i) or (ii) above;
- iv. the existence and content of this NDA;
- v. intellectual property which includes patents, trademarks, service marks, rights in designs, trade names, copyrights, and designs, whether or not any of them are registered and including applications for registration of any of them, and rights under licences and consents in relation to any of them and all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world;

- vi. any information marked as confidential, proprietary and restricted at the time of disclosure and is or may be confirmed promptly in writing as having been disclosed as confidential, proprietary and restricted;

“Courses”

means all courses designed and provided by Genius Mind Academy which is a registered trademark of the Disclosing Party; and

“Effective Date”

means the date stated at the beginning of this NDA which is the date this NDA becomes effective.

2. OBLIGATIONS

2.1 Receiving Party

In relation to the Confidential Information of the Disclosing Party, the Receiving Party hereby undertakes:

- (a) to maintain the Confidential Information in strict confidence;
- (b) to use the Confidential Information solely for Purpose only and for no other purpose;
- (c) not to use any Confidential Information for personal benefit or any third party and shall not permit or assist any third party to make use of the same;
- (d) not to use the Confidential Information in any manner detrimental to the Disclosing Party or any of its related corporations;
- (e) to exercise at all times no less than reasonable care with respect to the handling and protection of such Confidential Information;
- (f) to refrain from copying, reproducing any Confidential Information, extracting of documents containing Confidential Information or in any way duplicate Confidential Information whether by machine or otherwise or reducing to writing including through scanning or any other digital means any part hereof except as may be reasonably and practicably necessary for the Purpose. Any copies, reproductions or reductions of the Confidential Information to writing or in any tangible forms shall be the property of the Disclosing Party;

- (g) to refrain from disclosing any Confidential Information, except for the Purpose and to the students and parents of the Courses who have a need-to-know or whose services are appropriately required in connection with the Purpose;
- (h) to remain liable to the Disclosing Party for the breach of the confidentiality obligation; and
- (i) to ensure that the Confidential Information is prevented from unauthorized use, dissemination or publication.

3. **EXCEPTIONS**

3.1 No confidentiality and non-disclosure obligations shall apply if, and to the extent that the Confidential Information:

- (a) is or becomes public knowledge and public property in any way without breach of this NDA by the students and parents;
- (b) is in the possession of a third party being in use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party; or
- (c) is disclosed by the Receiving Party with the prior written consent of the Disclosing Party.

4. **INTECLLECTUAL PROPERTIES**

4.1 The Confidential Information shall remain the exclusive property of the Disclosing Party. The Receiving Party agrees that the Confidential Information disclosed under this NDA is being received subject to the Disclosing Party's ownership rights in such Confidential Information and, further, subject to all relevant intellectual and proprietary rights of the Disclosing Party.

4.2 All Confidential Information provided by the Disclosing Party are provided on "as is" basis. The Receiving Party makes no express or implied warranties, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information.

5. **RETURN OF CONFIDENTIAL INFORMATION**

5.1 The Receiving Party shall immediately on request made at any time by the Disclosing Party return all or any part of the Confidential Information as shall be determined by the Disclosing Party and shall (at the Disclosing Party's option):

- (a) return, expunge or destroy all copies and reproductions of the Confidential Information whether it is in written, graphic, physical form, from any computer, computer disk, word processor or other similar electronic retrieval or storage device, or in any other storage medium;
- (b) the Receiving Party shall, upon written demand or request from the Disclosing Party, promptly certify to the Disclosing Party in writing that the items referred to in Clause 5(a) have been destroyed or erased; or
- (c) do both Clauses of 5(a) and 5(b) above.

6. **LEGALLY COMPELLED DISCLOSURE**

6.1 In the event that the Receiving Party is required under any applicable law or becomes legally compelled (including but without limitation, by order of court of competent jurisdiction or by a regulatory authority) to disclose all or any part of the Confidential Information, the Receiving Party shall, prior to such disclosure:

- (a) provide the Disclosing Party with prior notice and shall consult with the Disclosing Party regarding such disclosure;
- (b) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information; and
- (c) only disclose Confidential Information that is legally required.

The Receiving Party undertakes to fully cooperate and take all lawful measures with the Disclosing Party, where legally permissible, elects to challenge the validity of such requirements to disclose.

7. **PUBLICITY AND ANNOUNCEMENTS**

7.1 The Receiving Party agrees to keep the existence and nature of this NDA confidential and not to use the Confidential Information in any publicity, advertisement or other disclosure with regard to this NDA without prior written consent from the Disclosing Party.

8. **TERM AND DURATION**

8.1 **Effective Date**

- (a) This NDA shall take effect from the Effective Date and the provisions of this NDA shall however apply retrospectively to any Confidential Information which may have been disclosed to the Receiving Party prior to the Effective Date.

8.2 **Duration**

- (a) The obligations of the Parties contained in this NDA shall continue and survive indefinitely, and the signing party hereby agrees to maintain the confidentiality of the confidential information for the duration of their lifetime and to take all necessary measures to protect the confidential information from unauthorized disclosure.

9. **MISCELLANEOUS**

9.1 **Headings Annexures**

- (a) The headings in this NDA are included for convenience only and shall neither affect the construction or interpretation of any provision in this NDA nor affect any of the rights or obligations of the Parties hereto.

9.2 **Variations**

- (a) Any alterations, amendments or modifications to this NDA shall not be made without the mutual consent of the Parties hereto and such alterations, amendments or modifications shall be made in writing and signed by the Parties hereto.

9.3 **Governing Law and Jurisdiction**

- (a) This NDA shall be governed by and interpreted in accordance with the laws of Malaysia and each of the Parties hereto agree submit to the exclusive jurisdiction of the courts of in Malaysia.

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IN WITNESS WHEREOF, this NDA has been executed by the Parties hereto on the day and year first written above.

SIGNED for and on behalf of
(Evo Educations Sdn Bhd)

SIGNED by

Name:

NRIC No.:

Designation:

Name:

NRIC No.:

WITNESSED BY:

WITNESSED BY:

Name:

NRIC No.:

Name:

NRIC No.: