

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made on this ____ day of _____, 20____,

BETWEEN

COMCENTRIC SOLUTIONS SDN BHD (201501015737 / 1141070-W), a company incorporated in Malaysia with its registered office at **A-10-5, BLOCK A, PEJABAT RADIA PERSIARAN ARKED, BUKIT JELUTONG, SEKSYEN U8, SHAH ALAM SELANGOR** and having its business address at **B2-03-07, TEMASYA 8, JLN DOKTOR U1/67, GLENMARIE, 40150 SHAH ALAM, SELANGOR** (hereinafter referred to as "Party A"),

AND

[Party B Company Name], a company incorporated in Malaysia with its registered office at [Address] (hereinafter referred to as "Party B").

(Each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS:

A. **COMCENTRIC SOLUTIONS SDN BHD** is a premier technology solutions provider specializing in ICT, GIS, E&E, and Telecommunications. The company excels in developing customized ERP systems, including advanced accounting and financial systems that streamline business processes and enhance operational efficiency. Comcentric's expertise extends to IoT solutions, GIS mapping, and industrial automation, delivering comprehensive services that cater to diverse industry needs.

B. PARTY B (NATURE OF BUSINESS)

1. Purpose

The Parties wish to enter into discussions and share certain confidential information for the purpose of evaluating a potential business relationship or collaboration (the "Purpose"). In connection with this, each Party may disclose to the other certain Confidential Information, as defined below.

2. Definition of Confidential Information

"Confidential Information" means all non-public, confidential, or proprietary information, whether written, oral, electronic, or visual, that a Party discloses to the other Party in connection with the Purpose, including but not limited to:

- Business operations, strategies, financial data
- Products, services, technical information, trade secrets
- Customer lists, supplier details, marketing strategies
- Any information marked as "Confidential" or that a reasonable person would understand to be confidential

3. Obligations of Confidentiality

Each Party agrees that it shall:

- Treat all Confidential Information with the same degree of care as it uses to protect its own confidential information (but in no event less than reasonable care);
- Use the Confidential Information only for the Purpose stated above;
- Not disclose the Confidential Information to any third party without prior written consent of the disclosing Party;
- Limit access to the Confidential Information to its employees, directors, affiliates, or advisors on a need-to-know basis, provided they are bound by confidentiality obligations no less stringent than those in this Agreement.

4. Exclusions

This Agreement shall not apply to any information that:

- Is or becomes publicly available through no breach of this Agreement;
- Is already lawfully known to the receiving Party at the time of disclosure;
- Is lawfully obtained from a third party without breach of any obligation;
- Is independently developed by the receiving Party without reference to the Confidential Information.

5. Return or Destruction

Upon written request, each Party shall promptly return or destroy all copies of the other Party's Confidential Information and certify such destruction, unless required by law to retain a copy.

6. No License or Obligation

Nothing in this Agreement shall be construed as granting any license, ownership rights, or obligation to enter into any transaction or agreement. All Confidential Information remains the property of the disclosing Party.

7. Term and Survival

This Agreement shall be effective from the date above and continue for a period of [e.g., two (2) years], unless earlier terminated by mutual written agreement. Notwithstanding termination or expiry, each Party's duty to protect the other Party's Confidential Information shall survive for [e.g., three (3) years] thereafter.

8. Governing Law

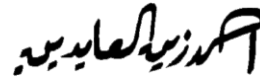
This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia.

9. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties concerning the subject matter and supersedes any prior understandings or agreements.
- Any modification must be in writing and signed by both Parties.
- If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the date first above written.

COMCENTRIC SOLUTIONS SDN BHD]
AHMAD BIN ZAINUL ABIDIN]
CHIEF EXECUTIVE OFFICER]
DATE :]



SIGNATURE/COMPANY CHOP

PARTY B COMPANY NAME]
Name:]
Designation:]
Date:]

SIGNATURE/COMPANY CHOP