

NON - DISCLOSURE AGREEMENT

BETWEEN

ELERGREEN INDUSTRY SDN BHD

AND

**UNIVERSITI TEKNOLOGI MALAYSIA
REPRESENTED BY
PROCESS SYSTEMS ENGINEERING CENTRE (PROSPECT)**

[The Party or Parties are described in Schedule 1 of this Agreement]

**Electrochemical Polymer Production
from Chemical Wastes**

NON-DISCLOSURE AGREEMENT

THIS NON - DISCLOSURE AGREEMENT (hereinafter referred to as the "Agreement") is made on this 9 July 2019 between the Parties, particulars of which are in Schedule 1 of this Agreement and **NOW THEREFORE**, in consideration of the mutual benefits to be derived hereunder, the Parties have **WHEREAS** agreed as follows:

- A. The Parties have expressed their interest of working together for the Purpose as defined herein and further specified in Schedule 1 of this Agreement.
- B. Certain Confidential Information may be disclosed between the Parties in carrying out the Purpose.
- C. This Agreement is intended to bind the Parties and prevent the Parties from disclosing the Confidential Information or from using the Confidential Information for reasons other than carrying out the Purpose.

IN CONSIDERATION of one Party (the "Disclosing Party") disclosing to the other Party (the "Receiving Party") the Confidential Information described below shall be kept confidential at all times and acknowledged by the Receiving Party and IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires the following expressions shall have the meaning respectively assigned to them:

- 1.1 **"Agreement"** means this formal agreement together with the appendices attached hereto.
- 1.2 **"Confidential Information"** (hereinafter interchangeably referred to as "IPR Related Information") shall include but not be limited to:
 - 1.2.1 all information and documents related processes, composition, formulae, methodologies, trade secrets, know how, drawings, designs, technical data, test and research reports, and other information and all copies, reproductions, reprints and translations thereof, which is by its nature confidential or is identified by a Party as confidential and supplied by the Disclosing Party to the Receiving Party, or of which the Receiving Party becomes aware through the Disclosing Party, in connection with and in the course of the Purpose;
 - 1.2.2 any information and/or material demonstrated and furnished verbally or in any other mode which may reasonably be regarded by either Party as confidential regardless of whether these have been explicitly or tacitly identified as being a secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of this Agreement; and/or
 - 1.2.3 all of the above information disclosed in connection with the Purpose whether before or after the date of this Agreement;
- 1.3 **"Effective Date"** means the date as specified in Schedule 1 of this Agreement;
- 1.4 **"Purpose"** means the reason(s) for this collaboration as specified in Schedule 1 of this Agreement;
- 1.5 **"Specified Persons"** means either Party's employees, officers, directors, advisors, accountants, consultants, agents, contractors, sub-contractors, or representatives and either Party's subsidiaries, group companies and affiliates, their officers, directors, advisors, accountants, consultants, employees, sub-contractors or representatives.



2. UNDERTAKINGS

The Receiving Party hereby acknowledges that the Disclosing Party is the owner of the Confidential Information and agrees that, such information and documents or any part of it shall be treated by the Receiving Party as confidential and that the Receiving Party will be subjected to the following obligations: -

- 2.1 The Receiving Party undertakes to restrict disclosure of the Confidential Information solely to the Specified Persons who has specific need to know or have access of such information and material for the purpose of preparing or performing the agreed Purpose, and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement.
- 2.2 The Receiving Party undertakes to inform and make aware the terms and conditions set herein to any of its Specified Persons that has specific need to know and have access to the Confidential Information.
- 2.3 Otherwise than as provided in this Agreement, the Receiving Party shall not circulate, use, sell, deal in or otherwise appropriate the disclosed Confidential Information in any way whatsoever including and without limitation through adaptation, redesign or modification of the Confidential Information through or any type of media.
- 2.4 The Receiving Party shall not use the Confidential Information for its own or third parties' purposes other than in pursuit of the Purpose.
- 2.5 All information transmitted or furnished by the Disclosing Party to the Receiving Party and copies made thereof shall be returned or otherwise disposed of by the Receiving Party no later than fourteen (14) days of receipt of the Disclosing Party's written request and that the Receiving Party shall not at any time make copies of the Confidential Information without the Disclosing Party's express written consent.
- 2.6 The Receiving Party further agrees not to make or procure or permit another person to make an announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement in respect of the Confidential Information unless the other Party otherwise agrees in writing and only at such time and in such form as is approved by the Parties.
- 2.7 The Receiving Party shall ensure that none of its Specified Persons does any act, matter or thing which, if done by the Receiving Party would constitute a breach of obligations under this Clause 2.
- 2.8 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.
- 2.9 The Receiving Party shall 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 Specified Persons.
- 2.10 Such obligation of non-disclosure and confidentiality shall not apply to any of such information and/or detail that: -
 - a. is known to the Receiving Party and/or the Specified Persons without breach of any confidentiality undertaking before being obtained or derived from the Disclosing Party;
 - b. is available to the public from sources other than the Disclosing Party at any time before and after it is obtained or derived from the Disclosing Party;

- c. is obtained or acquired at any time by the Receiving Party from a third party who has the same in good faith and without breach of any confidentiality undertaking and is legally permitted to pass it to the Receiving Party;
- d. the Receiving Party can conclusively prove was independently developed by the Receiving Party without recourse to or use of any Confidential Information; or
- e. is to be disclosed by order of a court or any relevant governmental or regulatory authority.

3. RELATIONSHIP OF THE PARTIES

No provision of this Agreement is to be construed as creating a partnership or fiduciary relationship between the parties hereto. No provision of this Agreement is deemed to constitute either Party as the legal representative or agent of the other for any purpose whatsoever. Neither Party shall have any right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against in the name or on behalf of the other Party except as otherwise expressly provided herein or as may otherwise be agreed in writing by the Parties.

4. NO RIGHTS GRANTED

- 4.1 Nothing contained in this Agreement shall be construed as granting or conferring on the Receiving Party any rights, by license (whether express or implied) or otherwise to reproduce or use in any other matter any Confidential Information disclosed hereunder by Disclosing Party or pertaining to the Purpose, except other than to enable the Receiving Party to carry out the Purpose.
- 4.2 The Receiving Party understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

5. WARRANTIES

No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 6.1 The Confidential Information shall remain the exclusive property of the Disclosing Party. The Receiving Party agrees that the Confidential Information disclosed under this Agreement 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.
- 6.2 The Receiving Party shall treat the Confidential Information as it would treat its own confidential information and shall not without the Disclosing Party's prior written consent, disclose, publish, use or in any way exploit, or permit to be disclosed, published used or exploited, all or any part of the Confidential Information in any way whatsoever to or for any third party, person, corporation including and without limitation through adaptation, redesign or modification of the Confidential Information or through or any type of media. The Receiving Party shall undertake to prevent the unauthorized disclosure, publication, use or exploitation of the Confidential Information.

- 6.3 The Receiving Party acknowledges that in the event of any breach of this Clause 6, by the Receiving Party or its Specified Persons, the Disclosing Party may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving Party acknowledges and agrees that the Disclosing Party will be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Clause 6 in addition to all other remedies available to Disclosing Party in law.

7. ASSIGNMENT

Except with the prior written approval of the other Party, neither Party shall assign or transfer the benefits or obligations of this Agreement or any part thereof.

8. CONSEQUENCES OF TERMINATION OR EXPIRATION

- 8.1 Upon request of Disclosing Party, the Receiving Party shall promptly return to Disclosing Party all documents and other materials, if any, containing Confidential Information given to the Receiving Party no later than fourteen (14) days of receipt of such written request. All copies made must be destroyed or returned and all data recorded must be deleted. Return (or destruction, if applicable) shall be not only of all such documents, but also of any copies thereof and any other documents created by the Receiving Party with prior approval of the Disclosing Party or as permitted under this Agreement, that may include such Confidential Information. Such destruction of Confidential Information shall be certified in writing by a senior member of the Receiving Party's senior management to the Disclosing Party. Notwithstanding the foregoing, each Receiving Party is entitled to keep one copy of any analyses, compilations, studies and other documents prepared by it which may contain the Confidential Information of the Disclosing Party solely for their own internal records and not for use for any other purpose. The Receiving Party must treat any such copy kept by it as Confidential Information which is subject to the terms of this Agreement.
- 8.2 The provisions of clauses 2 (Undertakings), 6 (Ownership of Confidential Information), and 9 (Survival of Confidentiality Obligation) shall survive the termination or expiry of this Agreement.

9. SURVIVAL OF CONFIDENTIALITY OBLIGATION

- 9.1 The obligations of confidentiality contained herein shall remain in full force commencing from the date of this Agreement and until five (5) years from the date of termination of this Agreement. This Agreement may be terminated by the parties by:
- either party serving to the other party a thirty (30) day's prior written notice; or
 - the execution by the Receiving Party, its affiliate or fund under the management of the Receiving Party of binding documentation relating to the Purpose.

10. SEVERABILITY

- 10.1 If any of the provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal and/ or unenforceable, in whole or part, under the present or future laws, such provision shall be deemed to be deleted from this Agreement as if it had never formed a part hereof and the remaining provisions of this Agreement shall remain in full force and effect.
- 10.2 Notwithstanding the foregoing and in lieu of such invalid, illegal and/or unenforceable provision, the Parties hereto shall thereupon negotiate in good faith in order to agree on the terms of a mutually satisfactory provisions similar in terms, with such modifications as are necessary, to the original provision as may be possible that is valid, legal and enforceable so as to give to the intent of the parties hereto.

11. EFFECT OF WAIVER

No waiver of any default, condition, provisions or breach of this Agreement shall be deemed to imply or constitute a waiver of any other like default, condition, provision or breach of this Agreement. There shall not be any continuing waiver unless specifically provided in writing by the Disclosing Party.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter within and supersedes all previous Agreements, whether written or oral, relating to the subject matter. Amendments to this Agreement shall be effective only if in writing and signed by an authorised representative of both the Receiving Party and Disclosing Party.

13. NOTICE

Any notice, approval or request required or permitted to be given or made under this Agreement shall be in Bahasa Melayu or English Language. Such notice, approval or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile or any other electronic means to the party to which is required to be given or made at such party's address specified in Schedule 1 of this Agreement, or at such other address as either party may specify in writing.

- (a) unless otherwise specified therein, any correspondence shall be deemed to have been received five (5) days after being duly deposited in the post office; or
- (b) by facsimile or other electronic means to the numbers aforesaid, upon successful transmission as evidenced by a transmission report.

14. COST

- 14.1 Each Party shall bear its own cost and expenses incurred and arising out of the preparation of this Agreement, while stamp duty payable for this Agreement shall be borne and paid by elerGreen Industry Sdn Bhd.
- 14.2 Each of the Parties shall be responsible for its respective cost incurred in relation and in connection with the Purpose and giving effect to this Agreement including costs and expenses associated with negotiations, discussions, communications, travel and accommodation regarding the purpose of this Agreement, unless otherwise agreed to, in writing between the Parties.

15. THIRD PARTIES

This Agreement does not create any right enforceable by any person not a Party to it.

16. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- 16.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which cannot be settled by negotiations between the Parties, shall be referred to the senior executives of the Parties who have authority to settle the same, who shall use good faith efforts to resolve the matter.
- 16.3 Parties shall submit to the exclusive jurisdiction of the Courts of Malaysia such dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof should Parties fail to settle amicably in accordance with Clause 16.2.

17. NO COMMITMENT

- 17.1 If this Agreement is entered into in anticipation of a business transaction or future agreement between the Disclosing Party and the Receiving Party, each understands and agrees that, notwithstanding any conduct of the Parties to the contrary, there is no binding contractual agreement until such definite written agreement is signed by both Parties.
- 17.2 Save where otherwise expressly agreed in writing between the parties in any other contract or agreement:
- (a) either Party shall not be restrained or prevented by virtue of the execution of this Agreement and the discussions held in connection with the Purpose from pursuing any similar discussions or transactions with third parties, nor shall either Party be obligated to continue discussions with the other Party or to take, continue or forego any action in relation to the Purpose; and
 - (b) either Party may terminate discussions regarding the Purpose at any time, without any liability or obligation whatsoever, save for the obligations expressed to survive termination or expiration of this Agreement.

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IN WITNESS WHEREOF the Parties have executed duplicates originals of this Agreement.

Signed by
For and on behalf of
ELERGREEN INDUSTRY SDN BHD



Name: **HOE HUI HUANG**

Designation: **PRESIDENT, EXECUTIVE
DIRECTOR, ELERGREEN INDUSTRY
SDN BHD**

In the presence of



Name: **HOE HUI MING**

Designation: **MANAGING DIRECTOR,
ELERGREEN INDUSTRY SDN BHD**

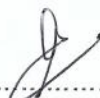
Signed by
for and on behalf of
**PROCESS SYSTEMS ENGINEERING CENTRE
(PROSPECT),
UNIVERSITI TEKNOLOGI MALAYSIA**



Name: **PROF IR DR SHARIFAH RAFIDAH
BINTI WAN ALWI**

Designation: **DIRECTOR, PROCESS
SYSTEMS ENGINEERING CENTRE,
UNIVERSITI TEKNOLOGI MALAYSIA**

In the presence of



Name: **DR LIM JENG SHIUN**

Process Systems Engineering Centre (PROSPECT)
Fakulti Kejuruteraan Kimia
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81310 UTM Johor Bahru, Johor, Malaysia
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Designation: **PRODUCTS AND SERVICES
MANAGER, PROCESS SYSTEMS
ENGINEERING CENTRE, UNIVERSITI
TEKNOLOGI MALAYSIA**

SCHEDULE 1

Particulars of the Project

Effective Date 9th day of the month of July year 2019

Project Name **Electrochemical Polymer Production from Chemical Wastes**

Purpose **To collaborate in grant application and grant-sponsored R&D.**

Party **ELERGREEN INDUSTRY SDN BHD**

Notice details 33-01-02, 1ST FLOOR, BLOK A,
JALAN MEWAH RIA 5/1, TAMAN BUKIT MEWAH,
81200 JOHOR BAHRU, JOHOR

Attention: Hoe Hui Huang

Party **UNIVERSITI TEKNOLOGI MALAYSIA**

Notice details PROCESS SYSTEMS ENGINEERING CENTRE (PROSPECT)
SCHOOL OF CHEMICAL AND ENERGY ENGINEERING
UNIVERSITI TEKNOLOGI MALAYSIA
81310 UTM JOHOR BAHRU, JOHOR.

Attention: Prof. Ir Dr Sharifah Rafidah Binti Wan Alwi