

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**NDA**”) dated _____ is made by and between:

The Malaysian Aviation MAVCOM (“**MAVCOM**”) a statutory body established pursuant to the Malaysian Aviation Commission Act [Act 771] with its principal address at Level 19, Menara 1 Sentrum, 201 Jalan Tun Sambanthan, 50470 Kuala Lumpur.

and

..... (Company No:

and having its registered address at.....

.....(the “**Company**”).

Article 1: Purpose

- (a) In regard to the procurement of consultancy and advisory services for the Long-term Framework Development for the Regulation of Aviation Services Charges, MAVCOM is required to disclose certain Confidential Information (as hereinafter defined) to the Company, which shall include without limitation, its directors, employees, officers, representatives, consultants or advisers.
- (b) In consideration of such disclosure, the Company agrees to hold such Confidential Information in the strictest confidence in accordance with the terms of this NDA and impose confidentiality obligations similar to this NDA on, without limitation, its directors, employees, officers, representatives, consultants or advisers.

Article 2: Confidential Information

This NDA will apply to all Confidential Information disclosed by MAVCOM to the Company. Confidential Information is defined as information that is not publicly available that has been disclosed by MAVCOM pursuant to the procurement of consultancy and advisory services for the Long-term Framework Development for the Regulation of Aviation Services Charges, such as, but not limited to, documents, discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models, data, processes, procedures, “know-how”, improvements, budgets, projections, forecasts, marketing and development plans, and financial information of MAVCOM, documented, expressed, described or stored in any form.

Article 3: Confidentiality Obligations

The Company agrees that:

- (a) it will not use, reproduce, copy, transmit, disseminate, or in any way disclose any Confidential Information defined herein except as authorised by this NDA. The Company may only use the Confidential Information to the extent necessary to prepare the Long-term Framework Development for the Regulation of Aviation Services Charges – Technical Proposal and Financial Proposal;
- (b) any unauthorised disclosure or breach of any of the terms of this NDA by any of the Company’s director, employee, officer, representative, consultant, adviser or any other

person to whom the Confidential Information is disclosed by the Company will be treated as if the person disclosing the Confidential Information and the Company had committed the breach (severally and jointly); and

- (c) it will return to MAVCOM (if the Confidential Information is in a form that is deliverable) or destroy (if the Confidential Information is in a form that Company is unable to deliver but is in a form that is perishable), in accordance with MAVCOM's written instructions, all tangible embodiments of the Confidential Information including copies, notes, packages, pictures, diagrams, computer memory media, and all other materials containing any portion of the Confidential Information if so requested by MAVCOM.

Article 4: Term and Period of Confidence

This NDA is effective as of the date indicated below and shall continue to bind the Company in perpetuity.

The Company hereby agrees to the terms contained in the NDA.

SIGNED for and on behalf of)
(NAME OF COMPANY,)
COMPANY NO. AND COMPANY'S)
SEAL)

)
Signatory
Name :
Designation :
NRIC/Passport No. :

In the presence of)
)
)
)
)

)
Witness
Name :
Designation :
NRIC/Passport No. :