

**BERSAMA KAMI MELAKAR PERUBAHAN!**

**I**ngin membantu menaikkan imej Malaysia di persada antarabangsa? Kini anda mampu melakukannya dengan memberikan servis yang terbaik melalui kerjasama bersama Malaysia Airports demi memastikan tetamu gembira dengan servis yang diberikan.

Malaysia Airports adalah salah satu daripada kumpulan pengendali lapangan terbang terbesar di dunia dari segi jumlah penumpang yang dikendalikan, menguruskan 39 lapangan terbang di seluruh Malaysia (dengan lima lapangan terbang antarabangsa, 16 domestik dan 18 STOLports) serta satu lapangan terbang antarabangsa di Turki.

**KENYATAAN SEBUTHARGA**

Tawaran adalah dipelawa kepada **Syarikat/Penender** yang didaftarkan di Malaysia dan mempunyai pengalaman berkaitan dan berdaftar dengan Suruhanjaya Syarikat Malaysia (SSM) atau **mana-mana Pendaftar Syarikat Tempatan yang sah** dibawah keperluan pendaftaran dan kerja-kerja seperti di bawah:-

Bil	No. Sebutharga	Perihal Kerja	Keperluan Pendaftaran	Harga (RM)	Penerangan Sebutharga/Lawatan Tapak (jika perlu) (Tidak diwajibkan)
1.	MASB/LMN /SH/15/ 2022	Comprehensive Cleaning And Related Services For The Terminal Building And Surrounding Areas And Trolley Management At Limbang Airport, Sarawak	<p><b>Pendaftaran Wajib</b></p> <p>i) Suruhanjaya Syarikat Malaysia (SSM) <b>atau;</b> Mana-mana Pendaftar Syarikat Tempatan yang sah (Syarikat Sabah &amp; Sarawak sahaja)</p> <p><b>Pendaftaran Tambahan (Tidak diwajibkan)</b></p> <p>i) MOF : 221001 or ii) MAHB : V012001000</p>	50.00	<p><b>Tarikh : 20 September 2022</b></p> <p><b>Jam : 9.00 Pagi</b></p> <p><b>Tempat:</b> Bilik Mesyuarat Level 1 Malaysia Airports Sdn Bhd, LT Limbang, Limbang, Sarawak</p>

**Nota :**

- **Mana-mana Syarikat/Penender yang berminat untuk menyertai Sebutharga ini adalah dikehendaki untuk memuatturun dan melengkapkan (mengisi butiran detail) dan menandatangani 'Non-Disclosure Agreement (NDA) yang di lampirkan bersama Kenyataan Sebutharga ini sebelum pembelian Dokumen Sebutharga dibuat. Mana-mana Syarikat/Penender adalah tidak dibenarkan untuk membuat pembelian dokumen Sebutharga ini, jika deklarasi tersebut tidak diisi dengan betul atau gagal untuk dikemukakan sewaktu pembelian dokumen. Sila rujuk contoh NDA yang lengkap seperti di lampiran ini untuk panduan dalam mengisi NDA. Sila ambil perhatian bahawa semua klausa dalam NDA tersebut tidak boleh dipinda atau dihapuskan/dibuang dan mesti ditandatangani dan mesti dipersetujui seperti yang ada. Malaysia Airports berhak untuk menolak akses kepada Dokumen Sebutharga kerana gagal mematuhiinya.**
- Hanya Syarikat/Penender yang berkelayakan dan berkaitan dengan Sebutharga ini sahaja dibenarkan menghadiri sesi Penerangan Sebutharga/Lawatan Tapak di atas.
- MAHB tidak bertanggungjawab ke atas semua perbelanjaan berkaitan penyertaan Sebutharga ini, contohnya kos pentadbiran, pengangkutan, penginapan dan lain-lain.
- MAHB tidak terikat atas apa jua sebab untuk menerima atau menolak Sebutharga terendah, sama, tertinggi atau mana-mana Sebutharga yang diterima; dan MAHB juga berhak membatalkan proses Sebutharga ini pada bila-bila masa sahaja tanpa menyatakan apa-apa sebab; atau memohon apa-apa maklumat tambahan daripada mana-mana Syarikat/penender, dan selanjutnya tanpa mengenakan sebarang liabiliti di dalam apa jua bentuk kepada penender/Syarikat yang terlibat atau bertanggungjawab untuk memberitahu kepada Syarikat/Penender yang terlibat berkaitan sebab musabab keputusan tersebut diambil.
- Syarikat/Penender adalah dinasihatkan untuk melayari laman sesawang [vms.malaysiaairports.com.my](http://vms.malaysiaairports.com.my) secara berkala untuk sebarang kemaskini/perubahan/maklumat tambahan Sebutharga yang akan dimuatnaik dari masa ke semasa sehingga ke tarikh Penerangan Sebutharga/Lawatan Tapak seperti dinyatakan di atas.

15/09/2022

Dokumen Sebutharga boleh dilihat dan diperolehi pada waktu pejabat mulai **20 September 2022 (selepas Penerangan Sebutharga di:-**

**Pejabat Pengurusan**  
Malaysia Airports Sdn Bhd,  
LTAB Kuching,  
**93722 Kuching, Sarawak**

**atau**

**Pejabat Pengurusan**  
Malaysia Airports Sdn Bhd,  
LT Limbang,  
**98000 Limbang, Sarawak**

Pembelian untuk Dokumen Sebutharga mestilah dibuat dalam bentuk Tunai atau Bank Deraf (tidak akan dikembalikan) atas nama **Malaysia Airports Sdn Bhd.**

Dokumen Sebutharga ini hanya akan dikeluarkan kepada Syarikat/Penender yang sah sahaja. Dalam hal ini mana-mana wakil Syarikat/Penender adalah dikehendaki membawa surat perwakilan kuasa yang ditandatangani oleh pihak Syarikat/Penender bersama-sama dengan :-

- i) **Pendaftaran dengan mana-mana Pendaftar Syarikat Tempatan yang sah** yang masih dalam tempoh sahlaku seperti dinyatakan di keperluan pendaftaran &
- ii) **'Declaration on Non-Disclosure-Agreement (NDA)' yang telah dilengkapkan (diwajibkan)** semasa membeli Dokumen Sebutharga di atas

Dokumen Sebutharga yang lengkap diisi dan ditandatangani oleh pihak Syarikat/Penender hendaklah dimasukkan ke dalam sampul surat bermeteri dan dimasukkan ke dalam **Peti Sebutharga, Pejabat Pengurusan, Malaysia Airports Sdn Bhd, LTAB Kuching, 93722 Kuching, Sarawak** pada atau sebelum jam **12.00** tengahari **5 Otober 2022.**

This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (“**Agreement**”) is made this ..... day of ..... 20....

**BETWEEN**

**MALAYSIA AIRPORTS SDN BHD (Company No. 230646-U)** of Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000, KLIA, Sepang, Selangor Darul Ehsan, Malaysia. (“**the Employer**”)

**AND**

.....  
.....  
[Name of Tenderer/Bidder] (Company No.....) of  
.....  
.....  
.....  
.....  
[ Address ], (“**Tenderer/Bidder**”),

individually, as a “**Party**”, collectively, as the “**Parties**”.

**WHEREAS** this Agreement relates to any Information (as defined below) at any time and from time to time supplied by the Employer or any of our other Connected Persons (as defined below) orally, in writing or in any other form to you or your Representatives (as defined below) in connection with the Bid (as defined below).

**WHEREAS** the Parties wish to define their respective rights and obligations in relation to the disclosure of information to the Recipient in connection with the Transaction.

The Parties hereby agree as follows:

**1. Definition**

1.1 In this Agreement:

“**Connected Persons**” means, in each case, to the extent that they are involved in the Transaction are the Employer’s directors, shareholders, affiliate(s), officers, employees and advisers, agents and representatives;

“**Confidential Information**” means Information, at any time and from time to time, supplied by the Employer or Connected Persons orally, in writing or in any other form to the Tenderer/Bidder in connection with the Transaction which shall include, but is not limited to:

- (a) matters of a technical nature such as but not limited to processes, designs, techniques, data, formulas, inventions (whether or not patent-able), specifications and descriptions of products planned or being developed and research subjects, methods and results;
- (b) matters of a business nature such as but not limited to information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies;

- (c) other information of a similar nature such as but not limited to trade secrets or that is not generally disclosed by the Disclosing Party to the public; and
- (d) other information concerning a Party or the transaction or engagement contemplated hereunder; and
- (e) information that discussions about the intended co-operation or transaction are taking or have taken place.

but does not include Information which:

- (a) is, at the time of supply or subsequently becomes, generally available to the public other than as a result of a disclosure by the Tenderer/Bidder or its Representatives;
- (b) the Tenderer/Bidder can demonstrate was lawfully in its possession prior to any disclosure by the Employer to the Tenderer/Bidder at any time in connection with the Transaction;
- (c) becomes available to Tenderer/Bidder on a non-confidential basis from a source other than the Employer or any of the Connected Persons; or
- (d) that is independently developed by the Tenderer/Bidder without any breach hereunder.

**“Information”** means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

**“PDPA”** means the Personal Data Protection Act 2010 [Act 709] of Malaysia.

**“Personal Data”** means the personal data as defined under the PDPA;

**“person”** includes a reference to an individual, a body corporate, government body, association or partnership;

**“Representatives”** means:

- (a) the Tenderer/Bidder’s directors, officers or employees who has access and knowledge of the Information in connection with the Transaction;
- (b) any professional advisers (including, without limitation, legal advisers, accountants, consultants, bankers, insurer and financial advisers) acting on the Tenderer/Bidder’s behalf in connection with the Transaction;
- (c) any bank or other financial institution from whom the Tenderer/Bidder may seek debt finance for the Transaction (but for the avoidance of doubt this does not include any co-investor, member of the Tenderer/Bidder’s consortium or any airline); and
- (d) any other person approved in writing by the Employer,

but provided that in relation to (b) and (c), only to the extent necessary for such advisers, banks or financial institutions to provide their services to the Tenderer/Bidder and provided that the Tenderer/Bidder procure that they put in place

appropriate information barriers to prevent the sharing of Information with any of their employees who are not engaged in the provision of those services (and, in particular, to prevent the sharing of any Information with any employees who are engaged in relation to any other tenderer/bidder in respect of the Transaction).

“**Transaction**” means the tender exercise for the purpose of **COMPREHENSIVE CLEANING AND RELATED SERVICES FOR THE TERMINAL BUILDING AND SURROUNDING AREAS AND TROLLEY MANAGEMENT AT LIMBANG AIRPORT, SARAWAK** which includes but not limited to the Tenderer/Bidder’s submission in accordance with the tender documents.

- 1.2 Expressions defined hereabove in the singular may be used in the plural and vice versa, with no other change in the meaning thereof.
- 1.3 The Clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 In this Agreement, and unless otherwise stated, any reference to a recital, Clause or number is to the relevant recital, Clause or number of or to this Agreement.
- 1.5 In the event of any conflict between the terms of this Agreement and the terms of any user, click-through or other similar agreement with respect to any electronic, online or web-based data room established by or for the Employer in connection with the Transaction, the terms of this Agreement shall apply.

## **2. Confidential Information**

- 2.1 The Tenderer/Bidder agrees to hold and keep the Confidential Information as secret and strict confidential and will not, without the Employer’s prior written consent, communicate or disclose (whether in writing or orally or in any other manner) such Confidential Information to any other party (which shall include the public) other than those provided in Clause 3.
- 2.2 All Confidential Information delivered pursuant to this Agreement shall be used by the Tenderer/Bidder solely for the Transaction.

## **3. Exception and Restriction**

- 3.1 The restrictions in Clause 2 do not apply to the disclosure of Confidential Information:
  - (a) to the Representatives who need to receive and consider Confidential Information for the purposes of the Transaction; or
  - (b) which is required to be disclosed by law or the rules of any applicable regulatory, governmental or supervisory organisation (but subject to Clause 4).
- 3.2 The Tenderer/Bidder will ensure that where Personal Data is disclosed by the Tenderer/Bidder under Clause 3.1(a) above, disclosure of the Personal Data is limited to those persons who need access to the Personal Data to assess the Transaction and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person’s particular duties in assessing the Transaction.
- 3.3 The Tenderer/Bidder will ensure that:

- (a) each person to whom any Confidential Information is disclosed in accordance with Clause 3.1(a) is provided with a copy of this Agreement and observes its terms as if they were a party to the Agreement and had undertaken the same obligations as are undertaken by the Tenderer/Bidder (save to the extent the Employer agrees otherwise or if the recipient is subject to professional obligations to maintain the confidentiality of the Information or is otherwise bound by equivalent requirements of confidentiality in relation to such Confidential Information); and
  - (b) each person granted access to Personal Data Clause 3.1(a) is reliable and is aware of the Tenderer/Bidder's duties and his, her or its duties under the PDPA and under this Agreement with respect to the Personal Data.
- 3.4 The Tenderer/Bidder will be responsible for any breach of the terms of this Agreement by any person to whom the Tenderer/Bidder discloses Confidential Information under this Clause 3 except that there shall be no such requirement if the recipient is subject to professional obligations to maintain the confidentiality of the Information or is otherwise bound by requirements of confidentiality in relation to such Confidential Information.
- 3.5 The Tenderer/Bidder further agrees that even if the Confidential Information enters the public domain, the Tenderer/Bidder (and will ensure its Representatives) will not add to the public domain disclosure.

#### **4. Disclosure and Announcement**

Subject to Clause 3, the Tenderer/Bidder hereby undertakes to ensure and shall ensure its Representatives will not, make, permit, solicit or assist any other person to make any announcement, disclosure, statement or other comment whatsoever, either in public, or in private to the extent that such comment could reasonably be anticipated to be repeated in public or in or through a medium available to members of the public, relating to the Employer or Connected Persons (including in each case relating to the operations, performance, financial position or prospects of any of them) or relating to the Transaction (including the Tenderer/Bidder's interest in the Transaction, the interest of any other third party which may be considering the Transaction, our intention on the Transaction, the Tenderer/Bidder or any other person's views on the potential of the Transaction, the impact of the Transaction on the Employer's operations or otherwise relating to any negotiations or proposed transactions between the Parties), EXCEPT where the Tenderer/Bidder reasonably determine that a disclosure or announcement is required by law (or by any regulation, rule or any governmental or quasi-governmental authority or its equivalent), in which case the Tenderer/Bidder may make the necessary disclosure or announcement after (to the extent permitted by law) first obtaining the Employer's written approval and after taking into account the Employer's reasonable requirements as to its timing, contents and manner of making or dispatch of such announcement or disclosure.

#### **5. Notification of Unauthorised Disclosure**

- 5.1 The Tenderer/Bidder will protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as it uses to protect its own confidential or proprietary information.

- 5.2 The Tenderer/Bidder shall notify the Employer as soon as reasonably practicable in the event the Tenderer/Bidder or its Representatives become aware of any unauthorised use, copying, or disclosure of the Information or other breach of this Agreement, and the Tenderer/Bidder shall furnish to the Employer all necessary assistance to terminate such unauthorised use, disclosure and/or other breach.

## **6. No Representation**

- 6.1 the Employer will endeavour to include in the Information materials which they believe to be reliable but neither the Employer nor Connected Persons makes any representation or warranty as to the accuracy or completeness of the Information.
- 6.2 Neither the Employer nor Connected Persons will have any liability resulting from the use of the Information by the Tenderer/Bidder. The Tenderer/Bidder will be solely responsible for making its own decisions on the Information and any other documentation or data supplied to the Tenderer/Bidder in relation to the Transaction.

## **7. No Offer**

This Agreement governs confidentiality and restricted use of Confidential Information between the Parties and shall not constitute an offer or acceptance or any form of agreement between the Parties for the supply of goods and/or services, the terms of which shall be separately agreed in writing between Parties.

## **8. Duration**

This Agreement will become effective when it has been signed by both Parties and will remain in full force and effect thereafter unless earlier terminated as mutually agreed by both Parties.

## **9. Records and return of Confidential Information**

- 9.1 The Tenderer/Bidder will, upon written demand by the Employer:
- (a) within seven (7) days of such demand, return to the Employer or destroy all the Confidential Information (for the avoidance of doubt, the Confidential information should be destroyed so that it cannot practicably be read or reconstructed); and
  - (b) to the extent reasonably practicable, remove from electronic storage and delete all back-up copies of the Confidential Information (with no further steps to be taken to recover any Confidential Information that has not been successfully removed or deleted on a permanent basis).
- 9.2 The Tenderer/Bidder will within seven (7) days of the demand referred to in subparagraph 9.1 above, provide to the Employer a written confirmation from a duly authorised representative confirming compliance with this paragraph by the Tenderer/Bidder.
- 9.3 Notwithstanding the obligations in this paragraph, the Tenderer/Bidder will be entitled to retain such copies of such Confidential Information as is required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation or internal/external audit purposes to which the Tenderer/Bidder or its Representatives are subject and such Confidential Information will continue to be held subject to the terms of this Agreement.

## 10. Indemnity

The Tenderer/Bidder shall indemnify and hold harmless the Employer from any action, claim or proceeding and all damage, losses, costs, expenses or other liabilities suffered or incurred by the Employer (including but not limited to legal fees and the cost of enforcing this indemnity) which would arise out of or resulting from any unauthorised use or disclosure of the Confidential Information or any other breach of any terms or obligation(s) by the Tenderer/Bidder under this Agreement.

## 11. Approaches to members of the Group and others

- 11.1 The Tenderer/Bidder undertakes that it will not at any time and will procure that its Representatives will not at any time enter into any discussions or negotiations with or disclose any Confidential Information to another tenderer/bidder, potential tenderer/bidder or any third party/public in relation to the Transaction.
- 11.2 The Tenderer/Bidder shall direct all communications or notices relating to the Transaction to [procurementtender@malaysiaairports.com.my](mailto:procurementtender@malaysiaairports.com.my)
- 11.3 Except for Clause 11.2 above, neither the Tenderer/Bidder nor its Representatives will directly or indirectly contact the Connected Persons or any supplier or customer of the Employer in relation to the Transaction.

## 12. Inside Information

The Tenderer/Bidder acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation, including securities law relating to insider dealing and market abuse, and the Tenderer/Bidder undertake not to use any Confidential Information for any unlawful purpose.

## 13. Principal

The Tenderer/Bidder confirms that it is acting in this matter as principal and not as an agent or broker for any other person.

## 14. Data Protection

To the extent the Confidential Information may include Personal Data of the Employer and includes all copies of any such Personal Data prepared by the Tenderer/Bidder or its Representatives which contains Personal Data, without limitation to any other term of this Agreement, the Tenderer/Bidder agrees and undertakes to ensure its Representatives to agree:-

- (a) that it shall only utilize the Personal Data in furtherance of the terms and conditions of this Agreement;
- (b) that it will not process the Personal Data beyond the scope of the terms and conditions of this Agreement;
- (c) that it will not conduct itself, and to procure that its employees and sub-contractors shall not conduct themselves, in such a manner as to cause the Employer to be in breach of its obligations (as a “data user”) as stated in the PDPA; and



- (d) that it shall at all times comply with the PDPA and the principles set out therein in relation to storing and processing the Personal Data.

The Tenderer/Bidder agrees to indemnify the Employer against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which the Employer may incur arising out of a breach of this clause.

## 15. Rights of the Employer

- 15.1 The Tenderer/Bidder acknowledges that the disclosure of any aspect of the Confidential Information will give rise to irreparable injury to the Employer and/or the Connected Persons inadequately compensable in damages. Accordingly, the Employer and/or Connected Persons may seek to obtain injunctive relief to prevent the unauthorised use or disclosure, whether existing, imminent or threatened, of the Confidential Information in addition to any other remedies, which may be available to it. All remedies shall be cumulative and all such remedies may be exercised from time to time and as often and in such order as the Employer and/or Connected Persons deems expedient.
- 15.2 Further to Clause 15.1 above, the Tenderer/Bidder hereby unconditionally agree to waive any rights the Tenderer/Bidder may have to oppose the granting of any equitable relief (including injunctive relief) sought by the Employer or the Connected Persons in relation to any threatened or actual breach of the provision of this Agreement. the Employer and/or Connected Persons shall seek any preliminary remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence, separately from any other legal actions available to the Employer and/or Connected Persons.
- 15.3 Without prejudice to Clause 15.1 and 15.2 above and in furtherance thereto, the Employer reserve the rights to any or all of following action(s) against the wrongful Tenderer/Bidder (the “**Wrongful Tenderer/Bidder**”):
- (a) to file complaints of any grievances to any governmental or relevant body regulating the Wrongful Tenderer/Bidder (“**said Authority**”) and request for the said Authority to suspend, revoke or reject any renewal of license(s) or permit(s) by the Wrongful Tenderer/Bidder or blacklist the Wrongful Tenderer/Bidder from participating in any national or local tender;
  - (b) to preclude the Wrongful Tenderer/Bidder (which includes its directors, employee, officers, affiliates) from participating in any open or direct tender or contracts of any kind, as may be tendered/offered by the Employer or its group of company;
  - (c) to disqualify the Wrongful Tenderer/Bidder from the Transaction and if the Wrongful Tenderer/Bidder has been declared as the winning tenderer/bidder, the Employer shall at its sole discretion cancel the award and/or terminate the agreement immediately;
  - (d) to terminate any existing agreement(s) or contract(s) of whatsoever nature it has with the Wrongful Tenderer/Bidder or its affiliates, directors, shareholders; or
  - (e) to withhold or forfeit the tender deposit (if applicable).

**16. General**

- 16.1 It is understood by the Parties that this Agreement does not constitute a license to use the Confidential Information, nor does this Agreement grant or confirm any rights of use under any patent or patentable right, copyright, trademark or other proprietary right. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Tenderer/Bidder any rights therein.
- 16.2 Nothing in this Agreement is intended to compel or require the disclosure of Confidential Information by the Employer to the Tenderer/Bidder, whether requested or not by the Tenderer/Bidder, and the Employer shall be entitled at its discretion to decline to supply to the Tenderer/Bidder such required information.
- 16.3 The Tenderer/Bidder acknowledges that the Confidential Information is and shall remain the sole and exclusive property of the the Employer. The Tenderer/Bidder further agrees that the Confidential Information is considered by the Employer to be trade secret involving processes, know-how and compilations of information that is secret, confidential and not generally known to the public and which is a result of an expenditure of the Employer's time, effort, money and creative skills.
- 16.4 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver or it, not will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise. No waiver of any term or condition to this Agreement shall be effective unless made in writing and any amendments to this Agreement shall only be effective if agreed in writing and signed by both Parties.
- 16.5 Each provision of this Agreement (including each undertaking and each part of it) shall be construed separately and independently from each other and, notwithstanding that such provision and/or undertaking (or part of it) may prove to be illegal or unenforceable, the remaining provisions and undertakings of this Agreement shall continue in full force and effect.
- 16.6 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Courts of Malaysia shall have the jurisdiction over any matter arising from this Agreement.
- 16.7 The Tenderer/Bidder shall bear their own cost incidental to the preparation and completion of this Agreement. Any stamp duties imposed pursuant to this Agreement shall be borne and paid by the Tenderer/Bidder.
- 16.8 Nothing contained shall be constructed to imply a partnership, joint venture, principal/agent or an employer /employee relationship between the Parties and neither Party have any right, power or authority to create any obligation, express or implied on behalf of the other.

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This **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (“**Agreement**”) is made this.....day of.....20.....

**BETWEEN**

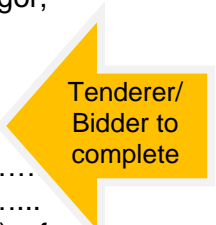
**MALAYSIA AIRPORTS HOLDINGS BERHAD (Company No. 487092-W)** of Malaysia Airports Corporate Office, Persiaran Korporat KLIA, 64000 KLIA, Sepang, Selangor, Malaysia. (“**the Employer**”)

**AND**

**ABC SDN BHD**

[Name of Tenderer/Bidder] (Company No. **514087-X**) of **NO. 11-3A-07, MENARA EMAS, JALAN BAHAGIA 3/3, SEKSYEN 3, 40000 SHAH ALAM, SELANGOR DARUL EHSAN.**

[ Address ], (“**Tenderer/Bidder**”),



individually, as a “**Party**”, collectively, as the “**Parties**”.

**WHEREAS** this Agreement relates to any Information (as defined below) at any time and from time to time supplied by the Employer or any of our other Connected Persons (as defined below) orally, in writing or in any other form to you or your Representatives (as defined below) in connection with the Bid (as defined below).

**WHEREAS** the Parties wish to define their respective rights and obligations in relation to the disclosure of information to the Recipient in connection with the Transaction.

The Parties hereby agree as follows:

**1. Definition**

1.1 In this Agreement:

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“**Confidential Information**” means Information, at any time and from time to time, supplied by the Employer or Connected Persons orally, in writing or in any other form to the Tenderer/Bidder in connection with the Transaction which shall include, but is not limited to:

- (a) matters of a technical nature such as but not limited to processes, designs, techniques, data, formulas, inventions (whether or not patent-able), specifications and descriptions of products planned or being developed and research subjects, methods and results;
- (b) matters of a business nature such as but not limited to information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies;

**THIS AGREEMENT** is executed by or on behalf of the Parties on the date stated at the beginning of this Agreement.

Signed by  
for and on behalf of  
**MALAYSIA AIRPORTS HOLDINGS BERHAD**  
in the presence of :-

]  
]  
]  
]  
]

.....  
Name :.....  
Designation :.....

.....  
Name :.....  
Designation :.....  
Company Stamp :



Signed by  
for and on behalf of  
**ABC SDN BHD**  
-----  
in the presence of:-

]  
]  
]  
]  
]

.....  
Name : **Ahmad bin Ismail**  
Designation : **Manager**.....

.....  
Name : **Normah binti Isa**  
Designation : **Admin Officer**  
Company's stamp:

*Signature  
and details  
of witness*

