

## SPORTSTIGO SALES AGENT NON-DISCLOSURE AGREEMENT

This EMPLOYEE NON-DISCLOSURE AGREEMENT, hereinafter known as the “Agreement”, is entered into between \_\_\_\_\_ (IC No) \_\_\_\_\_ (“Employee”) and SPORTSTIGO SDN.BHD (“Company”), collectively known as the “Parties” as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

### Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as “Confidential Information”) of or regarding the Company may be discussed between Employee and the Company (hereinafter known collectively as the “Parties”). The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company’s Confidential Information, and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee’s commencement of employment, or continued employment with the Company, the Parties agree as follows:

### Article II: Confidential Information

**A. Definitions.** Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company’s business.

**B. Exclusions.** For the purposes of this Agreement, information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if:

(i) the information was publicly known;

(ii) the information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part; or

(iii) the information was approved for release by Employer through written authorization.

**C. Period of Confidentiality. (Check One)**

- Sales Agent agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than the Company for a period of 3 years.

- Sales Agent agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than the Company during the Employee's employment with the company or any time thereafter.

**D. Limitations.** Sales Agent shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to the Company and its business. Individuals under the Sales Agent's command (affiliates, agents, consultants, representatives and other employees) are bound by and shall comply with the terms of this Agreement.

**E. Ownership.** All repositories of information containing or in any way relating to Confidential Information is considered property of the Employer. The removal of Confidential Information from the Company's premises is prohibited unless prior written consent is provided by the Company. All such items made, compiled or used by the Sales Agent shall be delivered to the Sales Agent by Sales Agent upon termination of employment or at any other time as per the Sales Agent's request.

### **Article III: Inventions**

**A. Prior inventions.** Any inventions created or conceptualized by the Sales Agent prior to signing the Agreement are excluded from the provisions herein.

**B. Ownership of Inventions.** Inventions constructed while under the Company's employment are the sole property of the Company except those described under subsection (C.) of this section.

**C. Personal Inventions.** Inventions developed by Sales Agent on their own personal time not constructed on Company property, and that were not created using any Company materials, equipment, technology or information, are exempt from the provisions of the Agreement.

## **Article IV: Entire Agreement**

**A. Previous Agreements.** This Agreement constitutes the entire agreement and the signing thereof by both Parties nullifies any and all previous agreements made between Employer and Employee.

**B. Modifications and Amendments.** No modifications, amendments, changes or alterations can be made to the Agreement unless in writing and signed by authorized representatives of both Parties.

**C. Successors and Assigns.** This Agreement shall be binding upon the successors, subsidiaries, assigns and corporations controlling or controlled by the Parties. The Company may assign this Agreement to any party at any time, whereas Sales Agent is prohibited from assigning any of their rights or obligations in the Agreement without prior written consent from Company.