

CODE OF CONDUCT

THIS DECLARATION is made by, NRIC No: an employee of EDARAN BERHAD (hereinafter called 'the Company') on

NOW IT IS HEREBY DECLARED as follows:-

1. Conduct : I agree that throughout the duration of my employment to conduct myself with utmost honesty, integrity and fidelity and agree that in the performance of my duties pursuant to this Declaration that I shall not copy or infringe the intellectual property or other proprietary rights of any third party. In the event the Company becomes aware of any act or omission by me amounting to dishonesty, misconduct, fraud or illegal or unlawful act, the Company may forthwith terminate my Employment without notice or salary in lieu of notice.

2. Confidentiality : I hereby acknowledge that during the course of my employment with the Company that I will receive, conceive, create, develop or review Confidential and Proprietary Information (hereinafter defined) belonging to the Company and/or their subsidiary or associate companies, their business partners or customers and UNDERSTAND THAT all such Confidential and Proprietary Information is strictly confidential in nature and proprietary to the Company, its related companies and/or its partners or customers, as the case may be.

I further hereby understand and agree that throughout the duration of my employment and following expiry of the same or termination for whatever reasons, that I will not use, copy, disclose, distribute, disseminate, modify or allow access to the Confidential and Proprietary Information or any part thereof without the express written consent of the Company. In particular, I agree that I will not in any way re-use, decompile, disassemble, reverse engineer or write or develop any derivative software, invention, patent or works based on the Confidential and Proprietary Information (or any part thereof) including without limitation any preparatory design materials, work in progress, whether created by me during the course of my employment, for the Company and/or for our subsidiaries or associated companies, and/or their customers, or any related data or information obtained in any manner whatsoever during the course of my employment either for my own purpose or for in collaboration with any third party.

The term "Confidential and Proprietary Information" shall be deemed to be all information whether delivered to or obtained from the Company (or its associated or subsidiary companies) in oral, written or any other form and in whatever format or media obtained or which is marked "private and confidential" or would in the normal course of business be considered to be of a private/confidential nature, including without limitation (i) information

which is of a technical, commercial, legal or financial nature pertaining to the business or operations of the Company, its products or clients and other persons with whom the Company has financial and legal or commercial dealings; and/or (ii) any computer programs, codes, specifications, design, lay-out, graphics or functionality of the Company's products, systems or know-how, processes, ideas, inventions (whether or not patentable) and other technical, business and financial information of the Company; and/or (iii) any information concerning the Company's trademarks, designs, patents (or applications for the same) or copyright; and/or (iv) the designated user identification and password to access the Company's software, products or systems and/or all other information or materials relating to the business and operations of the Company and all other information, practices, methodologies pertaining to the above subject matter however inherent in the business which may properly be regard as the Company's proprietary information.

3. Conflict of Interest / Code Of Ethics : For as long as I shall remain in the employment of the Company, I shall be an employee only of the Company and shall not, without the prior written approval of the Company, engage or be involved in any other trade, business or occupation in whatsoever capacity.

I hereby agree to observe and be bound by any Code of Ethics and Conduct drawn up or issued by any authority governing the industry in Malaysia. I further agree, if and when requested by the Company, to sign a declaration that I will observe and be bound by such Code of Ethics and Conduct.

4. Intellectual Property : The Company shall exclusively own all intellectual property, findings and/or inventions (whether patentable or not), patents (and the right to file for patents), copyrights, trade secrets and any other works of authorship (i.e. books, training manuals, articles, research publications etc) including without limitation all preparatory or work in progress (collectively called Works), developed either solely by me or jointly with others, during the term of my Agreement. All intellectual and industrial property rights associated with the Works shall immediately be assigned to and vest in the Company as such rights are created. In this regard, I agree to make and maintain adequate and current written records, in a form specified by the Company, of all Works assigned to or to be assigned to the Company. To remove doubt, but without limiting the generality of the preceding sentence, I acknowledge and agree that I will not retain any copyright, proprietary or moral rights or rights of confidential information in the Works or in any stage of the development of the same.

5. Other Obligations : By virtue of the above mention clause 2 (Confidentiality) I hereby further agree and have fully understand that I shall observe my obligations during or after my employment with the Company, not to join or accept an offer for employment with the Company which is deemed being a Competitor to the Company within the period of Twelve (12) months after the date of my resignation with the Company.

Should the Company discovers of my employment with the said Competitor within the period of Twelve (12) months, the Company shall have its exclusive right to issue a Notice of Demand for its entitlement compensation equals to Twelve (12) months of my last drawn basic salary or take appropriate legal action against me.

I have also been made understand the rationale of this deed is to consider that there will be a strict confidentiality of information between the Company and the Competitor.

6. Qualification/
Certification :

I hereby agreed and have fully understands that I shall hold the highest degree of honesty and under responsibility to provide genuine information relating to my qualification and certification for the purpose of my entitlement to this employment.

In the event that the Company discovers that I have declared and/or submitted wrong and/or misleading any information or documents relating to my qualification and certification for the purpose of my employment, the Company may terminate this Agreement without notice or salary in lieu of notice.

7. Others : I shall observe and adhere to the following: -

- i) At all times faithfully and diligently to perform such duties and accept such responsibilities as may from time to time be assigned to me by the Company and at all times to promote and advance the interest of the Company.
- ii) To obey and comply with all orders and directions given to me by the Company and faithfully to observe all the rules, regulations, procedures, practices and policies of the Company, whether expressed or implied, for the time being in force for the management of the Company's business in all respects.
- iii) If called upon to do so and without any further remuneration than is herein provided, perform my duties hereunder not only in respect of the Company but also in respect of any corporation which is deemed to be related to the Company or any associated company as may be required from time to time in any location in Malaysia and/or overseas which the Company operates.
- iv) Not at any time to be guilty of any act or conduct causing or calculated to cause damage to the Company, its property, reputation of general interests and in all respects and at all times conduct myself with propriety and decorum.
- v) Not at any time during the continuance of or after the termination of my employment with the Company except by the direction or with the express approval of the Company, divulge either directly or indirectly to any person or company, knowledge or information which I may acquire during the course of or incidental to my employment by the Company concerning its associated or subsidiary companies or any

business or property or transactions or policies in which the Company or any associated or related company may be or may have been concerned or interested.

IN WITNESS WHEREOF the party has executed this Declaration on the day and year first written above.

SIGNED by)

NRIC No.....)

In the presence of)