

**READ THIS MUTUAL NON-DISCLOSURE AGREEMENT (“AGREEMENT”) CAREFULLY. BY CLICKING “ACCEPT” BELOW YOU AGREE TO BECOME A PARTY TO, AND TO BE BOUND BY, THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK “DECLINE” BELOW. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT AND ITS TERMS AND CONDITIONS.**

This Agreement was last updated on 8<sup>th</sup> February 2024. This Agreement is between the entity entering into this Agreement (“the Company”) and Razer Merchant Services Sdn Bhd (“RMS”) which includes its affiliates located at J-39-1, Block J, Persiaran Multimedia, i-City, 40000, Shah Alam, Selangor. The Company, RMS and/or its affiliates are individually referred to as “Party” and collectively as the “Parties”.

The Parties agree as follows:

1. **Purpose.** The Parties desire to disclose certain confidential information in connection with (a) an existing business relationship, (b) the discussion or validation of business proposals, or (c) a future business relationship related to the Purpose abovementioned.

2. **Confidential Information.** “Confidential Information” includes all business, financial, contractual, marketing and/or technical information, in whatever form embodied, which has been or may be disclosed, or to which access is provided, by a Party and its affiliates (“**Discloser**”) to the other Party and its affiliates (“**Recipient**”), which: (a) if in writing, is marked “confidential”, “proprietary” or other similar marking at the time of disclosure; (b) if provided orally or visually, is identified as confidential at the time of disclosure and subsequently confirmed in writing to the Recipient within ten (10) days of such disclosure; or (c) taking into account the nature of the information and circumstances pertaining to its disclosure, ought reasonably to be regarded as confidential information.

In this Agreement, “**affiliates**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, but only for so long as such control exists, and where “control” shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

Unless expressly excluded or limited, references to “written”, “in writing” or such similar form of the word in this Agreement shall include electronic mail.

3. **Non-Disclosure Obligations and Restrictions on Use.** Each Party, as Recipient, hereby promises and agrees to receive and hold Confidential Information of the Discloser in confidence, and to protect and safeguard Confidential Information of the Discloser against unauthorized use or disclosure using at least the same degree of care as Recipient accords to its own confidential information of like importance, but in no case less than reasonable care.

Without limiting the generality of the foregoing, each Party, as Recipient, further promises and agrees: (a) not to, directly or indirectly, in any way, disclose, make accessible, publish, disseminate or transfer any Confidential Information of the Discloser to any third party; (b) not to use any Confidential Information of the Discloser in any manner except to further the Purpose; (c) to restrict access to Confidential Information of the Discloser to only those of its and its affiliates’ officers, directors, employees and professional advisors (each a “**Relevant Person**”) who have a legitimate need-to-know in order to carry out the Purpose and who are obligated to protect such Confidential Information of the Discloser pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; (d) not to reproduce or copy Confidential Information of the Discloser except to the extent necessary to further the Purpose; and (e) to promptly notify the Discloser and assist in any investigation as soon as it becomes aware of any breach or potential breach of security or unauthorized disclosure or use relating to Confidential Information of the Discloser.

Furthermore, the existence of any negotiations, discussions or agreements in progress between the Parties shall be kept confidential and shall not be disclosed without written approval by the Parties.

Each Party shall be liable for any failure by its affiliate or a Relevant Person to abide by the provisions of this Agreement as if such failure were the act or omission of such Party.

4. **Exceptions and Mandatory Disclosure.** Confidential Information does not include information that: (a) is, or later becomes, publicly available through no act or default of Recipient; (b) is rightfully in the possession of the Recipient, free of any obligation of confidentiality, prior to its disclosure to Recipient by Discloser; (c) is received in good faith by the Recipient from a third party, free of any obligation of confidentiality; (d) is independently developed by the Recipient without use of Discloser's Confidential Information; or (e) is approved for release by written authorization of Discloser.

A disclosure of Confidential Information which is required by law, judicial order, a government agency, regulatory authority or bourse shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided that such Recipient shall provide prompt prior written notice thereof to Discloser and permit such Discloser to, within a reasonable time period, seek measures to preserve the confidentiality of its Confidential Information.

5. **Ownership and Return of Confidential Information.** All intellectual property rights (including the unimpeded right of application) of whatever nature (including, without limitation, copyright, patents, trademarks and registered designs) relating to the Confidential Information, and to the matters referred to therein as well as derivatives there-from, are vested in the Discloser and/or its licensors. No rights, interests or licenses in any part of the Confidential Information are granted or transferred, either expressly or implicitly, to the Recipient. Recipient shall reproduce any symbols, legends or other proprietary notices affixed to Confidential Information, and shall not permit any third party to remove, add or modify the same.

Upon a written request by the Discloser, the Recipient shall within ten (10) days of such request return, destroy or erase (to the extent practicable) all copies (in whatever media) of the Discloser's Confidential Information and certify in writing its compliance with this requirement, except that the Recipient may retain copies of the Confidential Information solely for archival, audit, legal and/or regulatory purposes or where electronic archival copies had been made by the Recipient in the ordinary course of its business record back-up or retention policies. The retained copies shall be subject to the confidentiality obligations as set out in this Agreement.

6. **No Reverse Engineering.** No Party, as Recipient, will decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatsoever, except as may be specifically authorized in advance by Discloser in writing.

7. **No Warranty.** All Confidential Information is provided "AS IS" and "AS AVAILABLE" without any warranty (express or implied) of any kind, including, without limitation, accuracy, completeness, non-infringement, fitness for purpose, quality and merchantability. Nothing herein shall be construed as a commitment by any Party to disclose any Confidential Information, to commence or continue negotiations or to enter into any contract or business relationship. Neither this Agreement, nor the disclosure or receipt of Confidential Information, shall constitute or imply any promise or intention by any Party to develop, make, purchase or sell any present or future products, systems or services.

8. **Independent Development and Non-Exclusivity.** This Agreement shall not preclude or limit the independent development by or on behalf of any Party of any products, systems or services involving technology or information of a similar nature to that disclosed hereunder or which compete with products, systems or services contemplated by such information, provided that it is done without use of or reliance upon the other Party's Confidential Information. In the absence of a breach of this Agreement, neither Party shall be prohibited from associating itself with competitors of the other Party for purposes which are substantially similar to the Purpose.

9. **Disclosure and Protection Periods.** The exchange of Confidential Information shall occur during the Disclosure Period of two (2) years, but subject to earlier termination by either Party for any or no reason upon giving three (3) days' written notice to the other Party ("**Disclosure Termination Notice**"), or extension by agreement (which includes an extension by electronic mail accord). At the end of the Disclosure Period, whether through expiry of the initial or extended period, or earlier

termination of either of these periods, the Recipient remains obligated to protect all Confidential Information communicated by the Discloser in accordance with this Agreement for a period of three (3) year(s) commencing from the said end of the Disclosure Period, except that if the Discloser has identified to the Recipient any part of Confidential Information as a trade secret, the protective obligations of the Recipient concerning such information shall continue for so long as the Discloser maintains such information as a trade secret.

10. **Independent Contractors.** The Parties are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership or joint venture between them. Neither Party has any authority to assume or create obligations or liability of any kind on behalf of the other.

11. **Export.** Each Party shall comply with all applicable export laws, regulations and rules and, in particular, will not export or re-export Confidential Information without obtaining all required government licenses, approvals or waivers.

12. **Remedies.** Each Party acknowledges that any disclosure, use or misappropriation of Confidential Information in violation of this Agreement would cause the innocent Party irreparable harm for which there may be no adequate remedy at law. Accordingly, each Party agrees that the other Party shall be entitled to apply to any court of competent jurisdiction for injunctive relief and other forms of equitable relief, without prejudice to any remedies available to it at law or in equity.

13. **Amendment and Waiver.** Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. **Assignment.** No Party shall be entitled to assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the written consent of the other Party, and any attempt to do so without such consent shall be void.

15. **Severability.** If any provision herein is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be modified as necessary to conform to applicable laws or, if such modification would destroy the intent of the Parties, such provision shall be severed from this Agreement, which shall be interpreted without reference to the severed provision.

16. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both Parties. The English language text of this Agreement shall prevail over any translations thereof.

17. **Notices.** All notices shall be in English and, save as provided herein, sent by hand, registered post, courier, facsimile transmission or electronic mail to the relevant contact detail set out on page 1 of this Agreement and shall be deemed to have been given on the date of receipt; provided, however, that a Disclosure Termination Notice is validly conveyed only by a combination of electronic mail and one other of the aforesaid modes of communication.

18. **Law and Jurisdiction.** This Agreement is governed by and interpreted in accordance with the laws of Malaysia. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question relating to its existence, validity or termination, shall be settled by arbitration in accordance with the Rules of Arbitration of the Asian International Arbitration Centre ("AIAC"). Such arbitration shall be held in Kuala Lumpur in accordance with the said rules by a sole arbitrator. The award rendered by the arbitrator shall be final and binding upon both Parties. The language to be used in the arbitral proceedings shall be English. Nothing hereinbefore contained shall preclude any Party from equitable relief.

19. **Counterparts.** This Agreement may be executed in counterparts, all of which shall constitute one agreement between the Parties. Each counterpart signed by a Party and delivered by electronic

mail or facsimile transmission shall have the same force and effect as the delivery of original signatures.