

DATED THIS 1 SEPTEMBER, 2021

BETWEEN

EXCELVITE SDN. BHD.

AND

DR ANTON RAHMADI, DR MIFTAKHUR ROHMAH,
AND DR NITA KUSWARDHANI

CONFIDENTIALITY DISCLOSURE AGREEMENT

CONFIDENTIALITY DISCLOSURE AGREEMENT BETWEEN EXCELVITE SDN. BHD. AND DR. ANTON RAHMADI, DR. MIFTAKHUR ROHMAH, &
DR. NITA KUSWARDHANI

AN AGREEMENT made on the 1ST September, 2021

BETWEEN

ExcelVite Sdn. Bhd. (Company No. 1060267-D), is a company incorporated in Malaysia, and having its registered office at Lot 56442, 7.5 Mile, Jalan Ipoh, 31200 Chemor, Perak (hereafter referred as "EV").

AND

Dr. Anton Rahmadi is a researcher in Department of Agricultural Product Technology and Research Center for Drugs and Cosmetics from Topical Rain Forest, University of Mulawarman, Indonesia.

AND

Dr. Miftakhur Rohmah is a researcher in Department of Agricultural Product Technology, University of Mulawarman, Indonesia.

AND

Dr. Nita Kuswardhani is a researcher in Department of Agricultural Technology, Jember University, Indonesia.

WHEREAS, the parties desire to exchange certain confidential information and to assure the confidential status of their respective information exchanged in the course of the evaluation of the Approved Purpose (as hereinafter defined).

It is hereby agreed that the parties accept the following terms and conditions on which the Disclosing Party is prepared to communicate directly or indirectly to the Receiving Party certain Confidential Information (as hereinafter defined) concerning Approved Purpose.

1. DEFINITION

In this agreement unless the context otherwise requires:

References in this Agreement to "the Disclosing Party" and "the Receiving Party" shall include their subsidiary, parent, affiliates and associated companies, employees, agents, researchers or any other party working with the parties hereto coming across the confidential information whether by accident or otherwise.

"Affiliate" refers to any corporation, partnership or other entity controlled by, controlling or under common control with another corporation or entity, with "control" meaning direct or indirect beneficial ownership of more than 50% of the

voting power of, or more than 50% of ownership interest in such corporation, partnership or other entity.

“Approved Purpose” means any disclosure made by Disclosing Party herewith and pertaining to discussion and evaluation of the suitability of entering into a possible collaboration and business relationship with regards to EV’s production process of palm phytonutrients from but not limited to, tocotrienol, mixed-carotene, crude palm oil and the use of natural red palm oil concentrate for the production of emulsion drink for various health benefits including but not limited, to the management of body weight, management of blood sugar, management of cholesterol in the body, eye health and neural development, whereby the specific thereof may be determined by the Parties after their exchange of information.

“Confidential Information” refers to such information as the Disclosing Party may from time to time provide to the Receiving Party under or relating to this agreement including all information relating to its business affairs or its related bodies corporate, whether orally or in written, physical or visual form, regarding the products, activities, including (without limitation) data, plans, photographs, drawings, designs, strains, specifications, product sample, formulae, compositions, inventions, discoveries, processes, know-how, development or manufacturing techniques, product dossier, report studies, consultants reports, trade secrets, proformas and models and programs, contracts, plant designs and configuration, tactical scientific, statistical, commercial and technical information of any kind whether in the exercise of the date hereof or hereafter to come into existence including any copies, reproductions, duplicates or notes in any form whatsoever. Confidential Information also includes any note, calculation, conclusions, summary, computer database, computer modelling or other material derived or produced partly or wholly from Confidential Information.

“Disclosing Party” refers to either of the Parties hereto, which may be disclosing Confidential Information to the other.

“Receiving Party” refers to either of the Parties hereto, which may be receiving Confidential Information from the other.

2. DISCLOSURE AND NON DISCLOSURE

2.1 Disclosing Party shall disclose to Receiving Party only such Confidential Information as Disclosing Party, at its sole discretion, considers necessary for Receiving Party for the Approved Purpose.

2.2 In consideration of the Disclosing Party agreeing to disclose Confidential Information to Receiving Party, Receiving Party (and will procure that all persons associated with



it, whether as directors, employees, consultants, representatives, advisors or otherwise (hereinafter referred to as "Representatives"), whether or not still employed or engaged in that capacity, shall protect the secrecy of and avoid unauthorized use or disclosure of the Confidential Information received hereunder.

- 2.3 Receiving Party shall restrict disclosure of any Confidential Information to its Representatives on a need to know basis only for the Approved Purpose. Receiving Party shall take at least those measures that it takes to protect its own Confidential Information and in no event less than a reasonable degree of care. Receiving Party shall ensure that its Representatives are bound by the non-use and non-disclosure obligations regarding the Confidential Information consistent with those set forth in this Agreement and shall be liable to Disclosing Party for the default of such obligations by such Representatives. Receiving Party must notify Disclosing Party immediately if it becomes aware that there has been a breach of this Agreement.
- 2.4 Except in so far as it may be expressly authorized to do so by Disclosing Party or the terms of the Agreement, Receiving Party undertakes:
- (a) not to disclose to any person or entity any of the Confidential Information without the prior written consent of Disclosing Party; and
 - (b) not to use for its own benefit or for the benefit of others any of the Confidential Information received hereunder for any purpose at any time, other than for the Approved Purpose set forth herein.
- 2.5 Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party and in the event that such disclosure is permitted, Receiving Party will procure that such third party is fully aware of and agrees to be bound in writing by the terms of this Agreement.
- 2.6 Neither Party shall disclose the existence or terms of this Agreement, the Approved Purpose, or the fact that discussions are taking place between the Parties nor use the name, trademark, logo of the other Party in any publicity, advertising or information which is disseminated to the general public without the other Party's prior written approval. Each Party shall refrain from making any announcement or any other public disclosure in respect thereof (except as required under applicable laws and regulations) without the prior written consent of the other Party.

3. EXCLUSION OF CONFIDENTIAL INFORMATION

- 3.1 Such restrictions on disclosure and use of Confidential Information shall not apply to Confidential Information if such Confidential Information:

- (a) is or becomes part of the public knowledge or literature, otherwise than through the fault of Receiving Party or its Representatives; or as evidenced by dated written documentation establishing public availability; or
- (b) is already in the possession of Receiving Party at the time of receipt from Disclosing Party; or
- (c) is or becomes lawfully available to Receiving Party from a third party entitled to disclose it; or
- (d) is approved for release by a prior specific written authorization from Disclosing Party; or
- (e) is required to be disclosed by applicable law or regulation or court of law (but only to the extent that details of the Confidential Information are required to be disclosed).

4. DISCLOSURE REQUIRED BY LAW

4.1 If, in the opinion of Receiving Party's counsel, any of Disclosing Party's Confidential Information is required to be disclosed pursuant to law, regulation, or court order, Receiving Party shall, if it is able, give Disclosing Party prompt, written notice in order to allow Disclosing Party to take whatever action it deems necessary to protect its Confidential Information and shall provide all reasonable assistance or cooperation to Disclosing Party if Disclosing Party seeks a protective order or other remedy in respect of any such disclosure. In the event that no protective order or other remedy is obtained, or Disclosing Party waives compliance with the terms of this Agreement, Receiving Party will furnish only that portion of the Confidential Information which Receiving Party is advised by counsel is legally required.

5. REPRESENTATION AND WARRANTY

5.1 Each Party represents and warrants that it has the right to enter into and perform this Agreement. Disclosing Party makes no representation or warranty, express or implied, with regard to the effectiveness, quality, fitness for any purpose or merchantability of the Confidential Information disclosed hereunder, or that the Confidential Information supplied is free from defect or error, except that it represents and warrants that it has the right to disclose the Confidential Information to Receiving Party.

6. NO OBLIGATION

6.1 It is understood that this Agreement is only for sharing of Confidential Information and does not obligate either Party to enter into any further agreement, with respect to any matter arising out of or pertaining hereto at any particular future date. Each Party reserves the right, in its sole discretion, to terminate discussion contemplated by this Agreement at any time and for any reason or for no reason at all, but by giving thirty (30) days' notice in writing to the other Party.

7. OWNERSHIP OF CONFIDENTIAL INFORMATION

7.1 It is understood that any and all proprietary rights in and to the Confidential Information of Disclosing Party shall be and remain the property of Disclosing Party.

8. NO RIGHT TO INTELLECTUAL PROPERTY

8.1 Nothing herein shall grant to the Receiving Party any intellectual property rights in the Disclosing Party's Confidential Information. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secrets or any other proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement or by any disclosure of any Confidential Information to the Receiving Party under this Agreement. The Receiving Party agrees not to make any derivative works based on the Confidential Information.

9. RETURN AND DESTRUCTION OF CONFIDENTIAL INFORMATION

9.1 Upon the termination of this Agreement or otherwise upon the Disclosing Party's written request, Receiving Party shall return forthwith to Disclosing Party all written or other documentary Confidential Information and all copies thereof, together with all samples, models and the like in Receiving Party's possession, or upon instruction from the Disclosing Party, immediately destroy the Confidential Information including any copies or reproductions and the Disclosing Party shall confirm the destruction in writing.

10. INDEMNITY AND REMEDY

10.1 Receiving Party acknowledges that a breach of this Agreement, including unauthorized use or disclosure of the Confidential Information by any of its Representatives, may potentially cause Disclosing Party continuing and irreparable harm. Without limiting the relief that the Disclosing Party is entitled to seek, the

Disclosing Party may seek specific injunction against the Receiving Party if the Receiving Party is in breach or threatens to breach this Agreement.

- 10.2 To the maximum extent permitted by law, the Disclosing Party disclaims all liability for loss or damage suffered by any person who relies on the Confidential Information, whether the loss or damage arises because of negligence, default, misrepresentation or some other cause.

11. ENTIRE AGREEMENT

- 11.1 This Agreement constitutes the entire understanding of the parties with respect to the matters herein contained and supersedes any and all prior written or oral agreements or undertakings regarding such matters. This Agreement may be modified only by written agreement signed by the Parties.

12. WAIVER AND MODIFICATION

- 12.1 No amendment or waiver of any provision of this agreement shall be binding unless given in writing by the Party to be bound thereby. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof.

13. ASSIGNMENT

- 13.1 This Agreement shall not be assigned or transferred to any third party.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be governed and construed in accordance with the laws of Malaysia.
- 14.2 The parties shall attempt in good faith to settle any dispute arising out of or relating to this Agreement through amicable negotiation. If no such settlement is reached within sixty (60) days from the dispute arising date, the parties agree that any dispute arising from or in connection with this Agreement or what nature shall be subject to exclusive jurisdiction of the courts of Malaysia.
- 14.3 If any provision of this Agreement or part thereof is declared or found to be illegal, unenforceable or void in any respect, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable

of substantial performance, then the remainder of the Agreement will be enforced to the greatest extent permitted by law.

15. TERM

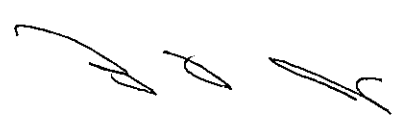
15.1 This Agreement shall be effective as of the Effective Date. All obligations contained herein shall remain in effect for a period of five (5) years from the Effective Date. The Parties may at any time terminate this Agreement by mutual consent in writing with a 30 day notice period.

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IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

Signed by]
Mr. Derek Ng, DC Executive Officer cum COO]
for and on behalf of]
EXCELVITE SDN. BHD. (Company No. 1060267-D)]



Signed by]
Dr. Anton Rahmadi]
for and on behalf of]
LP2M University of Mulawarman]



Signed by]
Dr. Miftakhur Rohmah]
for and on behalf of]
Dept. of Agricultural Product Technology]
University of Mulawarman]



Signed by]
Dr. Nita Kuswardhani]
for and on behalf of]
Dept. of Agroindustrial Technology]
University of Jember]

