

[On the letterhead of participant]

[Date]

MyHSR Corporation Sdn Bhd  
Level 9, Menara 1 Dutamas  
No. 1, Jalan Dutamas 1  
Solaris Dutamas  
Kuala Lumpur  
50480, Malaysia

Dear Sirs,

**NON-DISCLOSURE AGREEMENT:  
KUALA LUMPUR – SINGAPORE HIGH SPEED RAIL (KL-SG HSR) PROJECT**  
Request For Information (RFI)

Whereas, \_\_\_\_\_  
\_\_\_\_\_ [insert name of  
participant] of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[insert address of participant] (the “Participant”) has indicated an interest to participate in the Kuala Lumpur -Singapore High Speed Rail (“KL-SG HSR”) Project RFI and the Participant has requested MyHSR Corporation Sdn Bhd (“MyHSR Corp”) to issue the Participant the RFI Documents (as defined below) for the purpose of evaluating and preparing for the RFI. Therefore, in consideration of obtaining access to the RFI Documents, the Participant hereby agrees and undertakes to MyHSR Corp as follows:

1. The Participant agrees to keep and procure that its Representatives (as defined below) keep confidential and not disclose or reveal to any person:
  - a. the RFI Documents;
  - b. any information relating to any discussions between the Participant and MyHSR Corp or its Associated Person in connection with the RFI (including but not limited to the status of any such discussions); and
  - c. all analyses, compilations, studies or other documents (and copies thereof) prepared by the Participant or its Representatives on the basis of or derived from the RFI Documents (“Derivative Documents”);

except:

- a. as required by Law (as defined below);
- b. to those of the Participant’s Representatives who:

- i. are directly concerned with and need to know the RFI Documents for the purpose of assisting the Participant in evaluating and preparing its concept proposal for the RFI;
    - ii. have (prior to such disclosure) agreed in writing to be bound by the terms of this Agreement as if they were party to it; and
    - iii. whom the Participant will cause to observe the terms of this Agreement; and
  - c. to third party firm(s):
    - i. who may form partnerships or consortiums with the Participant; or
    - ii. who have formed partnerships or consortiums with the Participant;

for purposes of evaluating and preparing for the RFI, provided that such third party firm(s) have agreed (prior to such disclosure) in writing to the Participant to be bound by the terms of this Agreement as if they were party to it and to whom the Participant will cause to observe the terms of this Agreement.
- 2. The Participant further agrees not to use the RFI Documents for any purpose other than in connection with the RFI. The Participant acknowledges that it shall be responsible for any breach of the terms of this Agreement by it, its Representatives (notwithstanding that such Representatives may, at any time, cease to be its Representatives and any action by its Representatives shall be treated as actions of the Participant for the purposes of this Agreement) or by the third party firm(s).
- 3. RFI Documents shall not include information which:
  - a. was in the public domain at the time of disclosure to the Participant or its Representatives;
  - b. becomes generally available to the public after disclosure to the Participant, other than as a result of a disclosure by the Participant or its Representatives in violation of this Agreement or other obligation of confidentiality; or
  - c. becomes available to the Participant on a non-confidential basis from any person (other than MyHSR Corp or its Associated Persons) who is not prohibited from disclosing such information to the Participant by a legal, contractual or fiduciary obligation to MyHSR Corp or its Associated Persons.
- 4. The Participant acknowledges that the RFI Documents and any copies thereof shall remain the property of MyHSR Corp and their disclosure to the Participant shall not confer any rights over the RFI Documents whatsoever beyond what is contained in this Agreement or the RFI Documents.

5. The Participant shall:
  - a. keep a record of the RFI Documents which have been provided to the Participant or its Representatives and, so far as is reasonably possible, of the location of the RFI Documents and the identities of all or any of its Representatives in possession of the RFI Documents and any Derivative Documents;
  - b. immediately return or destroy all RFI Documents (and copies thereof) in the possession of the Participant or its Representatives, and delete and remove all RFI Documents from any database or document retrieval system into which it has been placed, upon the written request of MyHSR Corp;
  - c. keep all Derivative Documents confidential and subject to the terms of this Agreement and such Derivative Documents shall be immediately destroyed upon the written request of MyHSR Corp; and
  - d. provide a certificate signed by a duly authorised Representative of the Participant to attest to the fact that all RFI Documents have been returned or destroyed in accordance with paragraph 5(b) above and all Derivative Documents have been destroyed in accordance with paragraph 5(c) above.
  
6. In this Agreement:
  - a. "Agreement" means this legally-binding undertaking given by the Participant to MyHSR Corp entitled "Non-Disclosure Agreement: Kuala Lumpur-Singapore High Speed Rail (KL-SG HSR) Project: Request For Information (RFI)".
  - b. "Associated Persons" means the Government of Malaysia and any of its officers, employees, advisers or agents.
  - c. "Government" means the Government of Malaysia.
  - d. "Government Agency" means any judicial body with the relevant jurisdiction and any local, national or supra-national agency, authority, inspectorate, minister, ministry, official or public or statutory person of the Government.
  - e. "Law" means any statute, law, act, resolution, decree, constitution, rule, regulation, decision, finding, ruling, order, code, writ, injunction, mandate, ordinance, judgment, guidelines or directive of any Government Agency (to the extent having the force of law in Malaysia), or any treaty, pact or other agreement to which any Government Agency is a signatory or party, and includes any legislative, judicial or administrative interpretation or application of any of the foregoing, and which has the force of law upon the relevant person.
  - f. "Person" shall include any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).
  - g. "Representatives" shall mean, in respect of a party, the related corporations and associated companies of such party and their respective directors, officers,



Agreement by the Participant or its Representatives and that without prejudice to the rights and remedies otherwise available thereto, MyHSR Corp shall be entitled to equitable relief by way of injunction, specific performance or otherwise, without proof of actual damages, if the Participant or all or any of its Representatives breach or threaten to breach all or any of the provisions of this Agreement. The Participant further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

10. It is further understood and agreed that no failure or delay by MyHSR Corp 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 right, power or privilege hereunder.
11. This Agreement shall be governed by and construed in accordance with the laws of Malaysia. The Participant hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of Malaysia for any actions, suits or proceedings arising out of or relating to this Agreement.
12. The Participant shall indemnify MyHSR Corp from and against all costs, expenses, losses or damages (including but not limited to legal expenses) which may arise directly or indirectly from any breach by the Participant or its Representatives of its or their obligations under this Agreement. If requested by MyHSR Corp, the Participant shall provide written undertakings executed by its Representatives as to confidentiality on terms and in a form approved by MyHSR Corp.
13. If any provision hereof is invalid, illegal or incapable of being enforced under any law or public policy, all other provisions hereof shall nevertheless remain in full force and effect. The parties agree that the terms of this Agreement are reasonable in all the circumstances. It is recognised, however, that if, for any reason, any provision hereof is determined to be void or otherwise unenforceable for going beyond what is reasonable in all the circumstances for the protection of MyHSR Corp, but would be valid if the extent, duration, scope or otherwise were amended, then the parties contemplate that any court or tribunal making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.
14. Any assignment of this Agreement by the Participant without the prior written consent of MyHSR Corp shall be void.

Yours faithfully,

\_\_\_\_\_

Participant: \_\_\_\_\_  
Name of Authorised Signatory: \_\_\_\_\_  
Designation of Authorised Signatory: \_\_\_\_\_