

## **CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made the            day of            , 2004

### **BETWEEN**

**LUM TUCK CHEONG (NRIC NO. 581012-10-6389)** care of Messrs. LER LUM & CO. at B-3-11, Megan Avenue II, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, the Liquidator of Gasing Heights Sdn. Bhd. (Co. No. 090549-V) (In Liquidation) (hereinafter referred to as the "Liquidator") of the first part;

And

(hereinafter referred to as the Recipient) of the second part.

### **WHEREBY IT IS AGREED as follows: -**

In consideration of the Liquidator of Gasing Heights Sdn. Bhd. (In Liquidation) ("GHSB") and/or his representatives providing the Recipient an Information Memorandum pertaining to the tender for sale of investments in unquoted shares by GHSB at the Recipient's request, the Recipient hereby undertake and agree as follows: -

1. That no disclosure of any information contained in the Information Memorandum to any other person or entity without prior written permission from the Liquidator; and/or
2. That no disclosure of any information to any other person in the Recipient's organization unless it is absolutely necessary for the immediate purpose of the Tender; and/or
3. That the information contained in the Information Memorandum shall be used only for the immediate purpose of the Tender and the Recipient will not at all times, directly or indirectly, use, allow or procure the information contained therein to be used for any other purposes without the prior written permission from the Liquidator; and/or
4. That with reference to the particulars and without limiting the generality of the foregoing, any approach to GHSB by the Recipient on the Recipient's behalf or on behalf of any other person shall be deemed to have used the information contained in the Information Memorandum other than as permitted by this Agreement; and/or
5. That all information, documents and/or records and/or any copies of such documents and/or records that were/are/will be delivered to the Recipient shall be returned to the Liquidator and/or his representative(s) upon request of the same; and/or

