

CLAUSES RELATING TO CONFIDENTIAL INFORMATION AND INVENTIONS



PROGRESSIVE IMPACT CORPORATION BERHAD

and its Subsidiaries and Associate Companies

1. Confidential Information

- i) The Employee shall not, either during or after his employment hereunder, divulge or utilise any confidential information belonging to the Company or any of its Associated Companies (including confidential Information as to formulae, processes and manufacturing methods, and confidential information as to the business and affairs of the Company) which may have come to his knowledge during his employment hereunder or during his employment under any previous contract of service with the Company or any of its Associate Companies; and he shall, both during and after his employment hereunder, take all reasonable precautions to keep all such information secret.
- ii) Except so far as may be necessary for the purposes of his duties hereunder the employee shall not, without the consent of the Company retain or make originals or copies of telegrams, letters, maps, reports, drawings, calculations, specifications, formulae, forms, licences, agreements or other documents of whatever nature belonging to the Company or any of its Associated Companies, or notes thereof, nor retain samples or specimens in which the Company or any of its Associated Companies may be or may have been interested and which come into his possession by reason of his employment hereunder. If on the termination of his employment hereunder the Employee is in possession of any originals or copies of telegrams, letters, maps, report, drawings, calculations, specifications, formulae, forms, licences, agreements or other documents of what ever nature belonging to the Company or any of its Associate Companies, or any notes thereof or any such samples or specimens as aforesaid, he shall deliver the same to the Company without being asked, except so far as consent to retain them has been given to him by the Company. Any such consent shall not of itself relieve the employees from his obligations under sub-paragraph (i) above.

2. Invention

- (i) If at any time while in the employment of the Company the Employee make or contribute to making of any invention, the Employee shall forthwith supply the Company with full particulars of the invention, and subject as hereinafter provided:
 - (a) the Employee shall not, without the written consent of the Company, make, exercise, use or vend the invention or dispose of any of his rights therein, whether by assignment, licence, encumbrance or otherwise.
 - (b) the employee shall not, without the written consent of the Company, publish the Invention or say information relating thereto to any person whomsoever except the Company and its duly authorised agents.

Provided that paragraphs (a) and (b) hereto shall cease to have effect at the expiration of four months from time when the Company has received full particulars of the invention from the employee, unless before the expiration of the said period of four months the Company gives notice to the employee that it wishes the Employee to assign his rights in the invention to the Company.

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- (ii) The Company shall not be entitled to give such a notice as aforesaid unless, in the judgements of the Company, exercised in good faith by such officers as may be appropriate, either :-
 - (a) the invention is wholly or partly attributable to the Employee's knowledge of, or association with, any of the Company's activities; or
 - (b) the invention pertains to or is capable of being operated in connection with any actual or projected activities of the Company or of any of the Company's Associated Companies.
- (iii) Where any such notice is given, the employee shall, at the expense of the Company, provide the Company with all such documents, information and assistance, execute all such instruments, and otherwise do all such acts as the Company may reasonably require for the purpose of vesting the invention in the Company, providing the Company with patent and other protections therefore. In any part of the world, or otherwise enabling or assisting the Company to exploit and develop the Invention and enjoy the property therein, in any country. In any case in which the Employee is not the sole inventor, his obligations under this sub-clause (iii), so far as they relate to vesting the invention in the Company and enabling or assisting the Company to enjoy the property in the invention, shall extend only to such interest in the invention as he is able to secure for the Company having regard to the interests of the other inventors.
- (iv) If no such notice is given within the said period of four months, then after the expiration of the said period the rights of the Employee to public, exploit, develop the protect of the invention shall be subject to the following restrictions only :-
 - (a) the said rights shall not be exercised so as to interfere with the duties of service which the Employee owes to the Company; and
 - (b) if at any time in the judgement of the Company, exercised in good faith by such offers as may be appropriate, any actual or projected activity of the Employee in the exercise of the said rights is or will be inimical to the Interests of the Company or any of its Associated Companies, the Company may impose such restrictions upon his engaging therein as the Company thinks reasonable for the protection of the said interests.
- (v) The duties of the Employee under this Clause shall be part of the normal duties owed by the Employee to the Company In consideration of the Employee's annual or periodical salary, and the Company shall not be bound to provide the Employee with any additional reward in respect of the performance of his duties under this Clause. Nevertheless, in order to promote the advancement of technical arts, the Company may in its sole discretion award the Employee such ex-gratia recognition as it may think fit whenever in its opinion such recognition is justified having regard to all the circumstances of the case.

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- (vi) Without prejudice to its rights under this Clause, the Company is prepared in special cases to consider requests from the employee for permission to publish original papers, in an appropriate form whenever in the opinion of the Company the subject matter thereof is calculated to be of benefit to the community.

- (vii) In these Clauses, the expression "the Employee" includes the Employee's personal representatives, and the expression "invention" includes any new or improved substance material, plant machinery or apparatus produced or capable of being produced by manufacture, any new or improved method of process of manufacture of testing or of sampling, and any discovery in a field of science or applied technology.

SUBJECT: CONFIDENTIAL INFORMATION AND INVENTIONS

I, _____ hereby acknowledge that I have read and understood the above clauses.

Signature of Employee : _____

Date : _____

Signature of Witness : _____

Date : _____