

Your Ref:

Our Ref:

供您參考：

供我方參考：

Bodhi Meditation Malaysia Berhad

Level 2, Tower 1,

Avenue 5, Bangsar South City,

59200 Kuala Lumpur

菩提樹冥想機構股份有限公司

Level 2, Tower 1,

Avenue 5, Bangsar South City,

59200 吉隆坡 吉隆坡

(PLEASE INSERT NAME & ADDRESS OF PERSON TO WHOM THE LETTER IS ADDRESSED TO)

(Date)

(請輸入姓名&收件人地址)

(日期)

Dear [Name]

with (NRIC)

residing at: [Address]

親愛的[姓名]

與(全國康復情報中心)

居住地：[地址]

Re: Confidentiality Agreement

茲信件關於：保密協議

The purpose of this letter is to confirm that **(name of Person)** (the “Person”) is an **(employee / volunteer / independent contractor)** of Bodhi Meditation Malaysia Berhad (the “Company”), whereby the Person will provide and perform certain services, and

undertake certain duties, responsibilities and obligations to the Company. (个人为公司的员工、义工、独立承包工)

The Person acknowledges that The Company's confidential information and Intellectual Property Rights are important assets of the Company. The Person also acknowledges that it is important for the Company to protect its Intellectual Property Rights and confidential information to the fullest extent, and the Person is willing to comply with the following provisions:-

此信件之目的是用以確認(個人姓名)(對造個人)為一菩提樹冥想機構馬來西亞股份有限公司之(員工/志工/獨立承包人)，根據信件確認個人將提供之相應服務，以及對公司承擔相應職責、義務。

對造個人承認公司之保密資訊及智慧財產權利為公司重要資產，個人亦承認對於公司而言，盡其所能保障其智慧財產權利及保密資訊為不可或缺之事。個人願意遵守下列條款：

1.MEANING OF CONFIDENTIAL INFORMATION

1.1 The Person acknowledges that the Company's confidential information includes, without limitation, the following items unless these have been publicly disclosed by the Company:

1. 管理保密資訊

1.1 個人承認公司之保密資訊，除非由公司公開揭露之外，包含下列事項，但不以此為限：

a. Company's trade secrets

Trade secrets and other information which is owned by the Company, which includes, but is not limited to systems, processes, processes parameters, methods or practice of operations or manufacturing, technical plans, schematics, drawings, formulas and related documentation, customer lists, distribution lists, financial information, customer needs, market analysis, the identity of customers, suppliers, volunteers and collaborative partners, and all other compilations of information which relate to the Company's business, which has not been released by the Company as general public information, and from which economic or competitive advantage is sought by the Company in maintaining the non-disclosure of such information.

a. 公司營業秘密

公司營業秘密及其他公司所擁有之資訊，包含但不僅限於公司系統、工序、工藝參數、經營或製造方法或慣例、技術計劃、原理圖、繪製圖、表格及其相關文件、顧客列表、資產分配表、經濟狀況資訊、顧客需求、市場分析，客戶、供應商、志工、合作伙伴之身份以及全數其他未曾被公開為一般性公開資訊、且以經濟及競爭利益角度被認為應保持不公開、且與公司營運相關之資訊匯編。

b. Company's Information

Any information belonging or relating to the Company or knowledge acquired or obtained during the course of employment with the Company including but not limited to information conceived, originated, discovered or developed whether by

fax, computer or manual by the Person, information not generally known in the relevant trade or industry about or concerning:-

- (i) Computer programmes, software, processes, data systems used by the Company;**
- (ii) the Company's products, processes and services including but not limited to information relating to research, development, protocol and procedures, equipment used, technical drawings, proposals submitted to clients and governmental bodies, layout plans, consultation and designs, company minutes, decision making statements, governmental approvals, electronic documents, electronic mails and personnel particulars;**
- (iii) any information in respect of the organization, clients, business, finances, accounts, transactions or affairs of the Company;**
- (iv) Any trade secrets of the Company;**
- (v) Any information that arises in the course of the Company's transactions and operation;**

b. 公司資訊

任何公司所有或相關之資訊，或於與公司有存續僱傭關係其間所獲取、獲得之訊息，包含但不僅限於其本人經由無論傳真或電腦或手動方式，所構思、創作、發現或發展之資訊，此種資訊於相關貿易或產業並不為眾所週知者：

- (i) 公司所使用之電腦編序、軟體、工序、資料系統;**
- (ii) 公司之產品、工序以及服務，包含但不僅限於關於研究、發展、草案及程序、使用設備、技術性製圖、向顧客及政府機關提出隻提議、設計計劃、商議及設計、公司備忘錄、公司決議聲明、政府許可、電子化文件、電子郵件以及個人化特殊事項;**
- (iii) 任何關於組織、顧客、公司、經濟狀況、帳戶、公司協議或事務之資訊;**
- (iv) 任何公司營業秘密;**
- (v) 任何由公司協議及經營關係下產生之資訊;**

c. Relations with the Person

The Company's relations with the Person, include without limitation to salaries, job classification and skill levels and all other related information, which has been treated as absolutely confidential.

c. 公司與個人之關係

公司與個人之關係，包含但不僅限於工資、工作分級、技術水平與其他被認為為絕對保密之相關資訊;

d. Company's Technology and Products

Information regarding the Company's technology, products, techniques, inventions, discoveries, improvements, test-results or know-how;

d. 公司工業技術與產品

與公司工業技術、商品、技術、創造、發現、改良、檢驗成果、專門技術有關之資訊;

e. Others

Any and all other information designated by the Company as "Confidential and Proprietary Information", "For Internal Use Only", or with another similar marking, of which the Company maintains as secret through limited access and non- distribution.

e. 其他

任何以及全部其他公司指明為"保密的且專有的資訊"僅限公司內部使用'或使用其他相同意義標誌者，此種資訊，公司透過限制可接觸資訊方法與不散播之方式，保持其保密性。

1.2 Obligations

a. Without the prior consent of the Company or except as authorized or required in the course of the performance of his duties and services, the Person shall not :

(i) disclose, reveal or make available, directly or indirectly to third parties any operations, processes or dealings, any confidential information of the Company or its parent Company or any of its subsidiaries or associate Companies which may come to the knowledge of the Person; nor

(ii) use the Company's confidential information other than for the purpose of the Company's business and as directed by the Company;

1.2 義務

a 未得公司事前同意或除其為履行其職責所需授權或需求外，個人不應：

(i) 公開、揭露或使第三方直接或間接任意操作、經手、處理任何公司保密資訊，或其母公司、或子公司、或個人可得認知之聯營公司; 亦不應

(ii) 使用公司保密資訊，除非公司為其營運之目的由公司所指導著不在此限;

b. The Person shall keep with complete secrecy and confidentiality all information and matters entrusted to the Person and shall not use or attempt to use any such information and matters in any manner which may injure or cause loss either directly or indirectly to the Company or its business or may be likely so to do. (公司訊息保密)

b. 個人應使其完全保持秘密性，並對所有委任其資訊事項實行保密原則，且不應使用或意圖使用任何此類資訊及事項，無論以任何形式，若使公司將可能直接或間接致受損害或可得致受損害者，皆屬個人應保密資訊。

c. All trade names, trade marks, copyrights, patent and other intellectual property rights (“Intellectual Property Rights”, further defined in Clause 3 below) pertaining to the Company’s products and services shall remain the sole property of the Company, and the Person shall do all things necessary to protect and preserve such Intellectual Property Rights from claims by other persons or entities. The Person shall not register any Intellectual Property Rights covering the Company’s products and services and he shall indemnify the Company for whatsoever damages, losses, liabilities, claims as a result of the Person’s breach of any terms herein. (知识产权保密)

c. 任何關於公司產品及服務的商標、著作權、專利以及其他智慧財產權 (智慧財產權利將在後述第 3 款中定義) 應被視為公司獨立資產，而個人應盡其最大能力以保障與保存此種智慧財產權不受他人或有法律上能力行為人之侵害，個人不應登記任何涉及公司產品及服務的智慧財產權利，且若個人違反本信件所列條款，應賠償公司所生損失、損害、責任、損害賠償。

d. This Clause shall continue to apply for a period of two (2) years following the termination of the Person’s services with the Company, but shall cease to apply to information or knowledge which may come into public domain. (离职两年内继续保密)

d. 本條款將於個人對公司的服務終止後兩年內繼續適用，但對於可能變成公共財之資訊則應停止適用。

e. Upon the termination of the Person’s services with the Company, the Person shall return to the Company, all documents, data or other requisites, all notes and records (including copies), whether on paper, computer disk or other media, or in electronic form, confidential or otherwise obtained or any access available to him or made by him in the course of performing his services/duties on behalf of the Company. Anything that cannot be returned shall be completely destroyed, including deletion from all computers of all copies, reproductions, summaries, analyses, or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Person’s possession. (离职时归还公司所有相关资料)

e. 在個人對公司終止服務後(離職後)，個人應歸還公司所有文件、資料或其他必需品、全數應票收據及記錄 (含副本)，無論是以紙本、電腦硬碟或其他媒體、或電子化形式，具保密性或另因其代公司為行為時，獲取或可得之相關資料，皆應歸還，任何無法歸還之資料應完全銷毀，銷毀方法包含刪除電腦中全部文件及副本、重製、結論、分析、或源於個人之職務獲取知資訊(無論是有形或無形媒介，無形媒介例如電子郵件或電腦硬碟)。

f. For the purpose of this Clause, “Company” shall include Bodhi Meditation Malaysia Berhad or its parent Company or any of its subsidiaries or associate Companies. (公司包含母公司、子公司、相关企业)

f. 為滿足本條約之目的，信件中所指稱“公司”應包含菩提樹冥想機構馬來西亞股份有限公司或其母公司、或任何子公司、聯營公司。

2. CONFLICT OF INTEREST

a. Without the prior written consent of the Company, the Person shall not indulge, engage or interest himself either directly or indirectly, whether for reward or gratuitously in any work, investment or business which is in conflict, either directly or indirectly with the operations or business of the Company. (不做与公司利益冲突的事)

2.個人與公司之利益衝突

a.未得先前公司書面同意，個人不應縱容、從事、使其本身參與，無論直接或間接，有償或無償，進行任何與公司營運或商業行為有利益衝突之工作、投資、或商業行為。

b.For the purpose of this Clause, “Company” shall include Bodhi Meditation Malaysia Berhad or its parent Company or any of its subsidiaries or associate Companies. (公司包含母公司、子公司、相关企业)

b. 為滿足本條約之目的，信件中所指稱“公司”應包含菩提樹冥想機構馬來西亞股份有限公司或其母公司、或任何子公司、聯營公司。

3. INTELLECTUAL PROPERTY RIGHTS

a. If, in the course of performing his services/duties on behalf of the Company, the Person whether alone or in conjunction with another, create, originate or obtain any rights over any work or subject matter (whether or not registrable) and in which any Intellectual Property Rights may subsist, then the Person shall forthwith disclose the same to the Company and shall subject to the effect of sub-clause (b) below regard himself in relation thereto as a trustee for the Company in respect of these rights, as the case may be. (向公司阐明工作中任何知识产权相关事务)

3.智慧財產權相關事務

a. 若個人由於代公司為行為，個人無論單獨或與任何他人共同因為作品或創作(無論是否可得登記)，而創作、創造、取得任何智慧財產權，且致使任何智慧財產權產生，則個人應即時公開與公司並應盡力滿足下款(b)，由於個人與公司有受託關係，故應向公司闡明此類權利並處理後續發展。

b. To the extent that the Intellectual Property Rights does not vest in the Person by the operation of law, the Person hereby irrevocably agrees to assign to the Company as legal and beneficial owner without any additional/further consideration by way of assignment all present and future Intellectual Property Rights being all his rights title and interest in and to all materials written devised or obtained by him and pertaining to the operation or business for the time being of the Company or resulting from or suggested by any work which the Person shall carry out during the continuance of his services with the Company or have already done prior to the date when he commenced the provision of his services to the Company, and all rights of action for

damages for infringement of such Intellectual Property Rights including but not limited to so called conversion damages to hold the same absolutely for the entire period of such Intellectual Property Rights and any renewals and extensions thereof and thereafter in perpetuity and the Person hereby waive such moral and other rights of paternity and integrity as he would otherwise have been able to exercise pursuant to any statutory provision or otherwise. (工作中产生的一切知识产权归公司所有)

b.以智慧財產權而論，智慧財產權於法並未授權此處個人相應權利，個人因此在法律上及受利益方地位上，不得撤回地同意轉讓權利與公司，請無任何對價，以權利轉讓書方式，將現在及未來全部智慧財產權利轉讓，以及全部書面權利文件，由個人所設計或取得者且附屬於個人經營或商業行為者，無論是個人正在進行其服務的狀態上或著手準備服務之時，及全部智慧財產權受侵權的損害賠償，包含但不僅限於所謂“談論中的侵權賠償”，轉讓此類全力使公司享有完全知權利及權利期間，權利更新及權力延長因此完整地永久地移轉與公司，個人放棄此種權利人之精神財產及其他權利，完整地依法移轉與公司。

c. The Person hereby agrees and undertakes that he will execute such deeds or documents and do all such acts and things as may be necessary or desirable to substantiate and assure the Intellectual Property Rights of the Company in respect of the matter referred to in this Clause. (同意簽署知识产权相关文件)

c.個人因此同意並承諾其將履行此種合約或文件，且為所有必要貨公司期望之之行為，以證名及保證條款中所指謫隻智慧財產權不受侵害。

d. The obligations contained in this Clause 3 shall not be affected by reason of the termination of the Person's services with the Company for whatever reason and shall survive the termination of the Person's services with the Company. (合同终止不影响此条款)

d.第三款所列之義務，若個人由於任何原因終止對公司服務，此種義務不受影響，且應在個人對公司服務終止後，此種義務仍然存在。

e. For the purposes of this Clause, "Intellectual Property Rights" includes but not limited to:- (知识产权包括)

- i. Patents and patent applications;**
- ii. Trade and service marks whether or not registered;**
- iii. Copyright or like rights in respect of drawings, designs, software and any other work in which copyright subsists;**
- iv. Designs whether registered or unregistered;**
- v. Rights under any agreement granted by or to third parties to use any of the above; and**
- vi. All inventions, creations, derivative works (including translation and adaptations of any existing works), discoveries, improvements, trade secrets, music, literature and other artistic works, designs, symbols, results of experiments, processes, techniques and know-how which result from or arise out of the Services rendered to the Company and**

are invented, conceived, discovered, developed or reduced to practice by the Person, either alone or jointly with other or the Company.

(Collectively, “Intellectual Property Rights”)

e. 為滿足本條約之目的，此處“智慧財產權利”包含但不限於：

- i. 專利及專利之申請;
- ii. 註冊及未註冊之商標及營業標識;
- iii. 著作權或類似權利，為保障圖案、設計、軟體及其他著作權存續於其上之創作;
- iv. 已註冊登記或未註冊登記之設計;
- v. 任何協議下之權利，同意予第三方使用任何上述權利;以及
- vi. 全數發明、發現、衍生創作(包含原創作翻譯及改編)，發現、改良物、營業秘密、音樂、文學及其他文章作品、設計、標誌、任何經感受、過程、技術及專業技巧所得之成果創作，無論單獨或與他人或公司聯合，且由個人發明、構思、發現、發展或實行，給予公司服務者。

(統稱、智慧財產權)

f. For the purpose of this Clause, “Company” shall include Bodhi Meditation Malaysia Berhad or its parent Company or any of its subsidiaries or associate Companies. (公司包括母公司、子公司、相关企业)

f. 為滿足本條約之目的，信件中所指稱“公司”應包含菩提樹冥想機構馬來西亞股份有限公司或其母公司、或任何子公司、聯營公司。

4. OTHER TERMS

a. The provisions contained in this Letter of Undertaking shall be construed according to the laws of Malaysia and the Person and the Company hereby refers the dispute to an Arbitrator or submits to the jurisdiction of the Courts of Malaysia. (此合约条款依马来西亚法律诠释)

4.其他條件

a. 此合約承諾之信件內所列條款應依據馬來西亞法律處理，且個人及公司應於有爭端時，將係爭事項交付仲裁或交與馬來西亞法院管轄。

b. The Chinese translation of this Letter of Undertaking is for reference purpose only. If there is any inconsistency or ambiguity between the English version and the Chinese version, the English version shall prevail. (本协议以英文版本为准。)

b. 此協議信件之中文翻譯版本僅供參考，若英文版與中文版用語有不一致或模糊時，應以英文版本為準。

c. This Agreement sets forth the entire agreement and understanding between the Company and Person relating to the subject matter herein and merges all prior discussions and agreements with respect to such matter. No modification or amendment to this Agreement not any waiver of any right under this Agreement will be effective unless in writing and signed by both parties hereto. Any changes in the Person's duties, salary or compensation, or status of employment will not affect the validity or scope of this Agreement.

c. 本合約已明定全部合約內容及公司與個人承諾事項，包含相關細部事項與合併列入先前討論與協議，除書面雙方簽署生效之行為外，任何對合約之修改及修訂、任何對合約中所列權利之放棄將不生效力，任何對個人責任、薪資、或賠償、或僱傭關係之更改，將不影響此份合約之範圍或效力。

d. If one or more of the provisions in this Agreement are deemed void or unenforceable, the remaining provisions will continue in full force and effect.

d. 若此合約中單一或多條條款被視為無效或不可得執行，其餘條款將繼續完全執行。

e. This Agreement will be binding upon any of my heirs, executors, administrators, and other legal representatives, and will be for the benefit of the Company, its successors and its assign.

e. 此合約將合法有效，存續於我方繼承人、遺囑執行人、遺產管理人以及其他法律上代表，且將為公司之利益，存續於公司繼任者或公司受讓人。

f. Nothing in this Agreement shall be constructed as granting to the Person any right or license to use confidential information, other than as required in the performance of the Person's duties on behalf of the Company.

f. 任何契約中所列之事項，應不被認為是對於個人授與任何使用保密資訊的權利或許可，但若個人為代表公司為行為，以履行個人之職責者，則不在此限。

g. The Person acknowledges and agrees that any unauthorized use or disclosure of the Company's confidential information would result in irreparable injury to the Company, and that the Company shall be entitled to obtain injunctive relief, in addition to any other remedies available (including monetary damages if appropriate), to enforce the terms and provisions of this Agreement.

g. 個人承認並同意任何侵權使用或公開公司之保密資訊，將至公司遭受無法修補之損害，且公司應有權獲得法律上救濟，以及任何可得救濟之方法(包含適當的財產性損害賠償)，以有效執行條約中的條款與規則。

Yours faithfully,

[REDACTED]

For and on behalf of
Bodhi Meditation Malaysia Berhad

您忠實的合作方;

[REDACTED]

以菩提樹冥想機構馬來西亞股份有限公司知名義進行法律上行為

ACKNOWLEDGEMENT AND CONSENT

[Name of Person] hereby acknowledges the terms and conditions stated in this Letter.

[Date]

(Name of Person)

承認且同意

[個人姓名] 藉此承認本信件所述之條約及條件

[日期]
(個人姓名)