

NON DISCLOSURE AGREEMENT (NDA)

This AGREEMENT is made between PT SAT NUSAPERSADA TBK and PT. DATASCRIP. This Agreement will apply to all divisions or locations of both Parties unless specified to the contrary in writing by either Party.

1. Each undersigned Party (the "Receiving Party") understands that the other Party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulae, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customers and product development plans, forecasts, purchase order, strategies, information and quotation submitted by the Receiving Party), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party. Notwithstanding the foregoing, nothing will be considered "Proprietary Information" of the Disclosing Party unless either:
 - (i) It is or was disclosed in tangible form, and is conspicuously marked "Confidential", "Proprietary" or the like or
 - (ii) It is or was disclosed in non-tangible form, identified as confidential at the time of disclosure and summarized in tangible form conspicuously marked "Confidential", "Proprietary" or the like within 30 days of the original disclosure.
 - (iii) It is or was disclosed intentionally or not which is visible, tangible or intangible form, in a state of visiting our premises, automatically identified as confidential.Undersigned Party agrees that the following terms will apply when one of us or its Affiliate ("Disclosing Party") discloses Proprietary Information to the other or its Affiliate ("Receiving Party") under this Agreement. "Affiliate" means, entities that control, are controlled by, or are under common control with a Party to this Agreement.
2. The Receiving Party agrees
 - (i) to hold the Disclosing Party's Proprietary Information in confidence and to take reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials),
 - (ii) not to divulge any such Proprietary Information or any information derived to any third person,
 - (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party,
 - (iv) not to copy or reverse engineer any such Proprietary Information and
 - (v) not to export or re-export any such Proprietary Information or product thereof. Immediately upon a request by the Disclosing Party at any time the Receiving Party will turn over to the Disclosing Party, or destroy all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof.The Receiving Party understands that nothing herein
 - (i) requires the disclosure of any Proprietary Information on the Disclosing Party or
 - (ii) requires the Disclosing Party to proceed with any transaction of relationship.
3. The Receiving Party may make disclosures to
 - (i) its employees who have a need to know, and
 - (ii) any other Party with the Disclosing Party prior written consent. The Receiving Party may disclose Proprietary Information to the extent required by law, but must give the Disclosing Party reasonable prior notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order.
4. Without any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after (3) three years following the disclosure thereof or any information that the Receiving Party can document
 - (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant, or employee) generally available to the public, or
 - (ii) was in its possession or known by it without restriction prior to receipt from the independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Disclosing Party who have had no access to such information.

5. The Disclosing Party provides Proprietary Information solely on an “as is” basis. Neither Party makes any representations or warranties with respect to the accuracy of its respective Proprietary Information.
6. Neither this Agreement, nor any disclosure of Proprietary Information here under, in any way
 - (i) grants to either Party or our Affiliates any right of license under any copyright, patent, mask work or trademark now or hereafter owned or controlled by the other
 - (ii) obligates either Party or our Affiliates to disclose or receive any Proprietary Information, perform any work, enter into any license, business or marketing products or services which may be competitive with those of the other,
 - (iii) creates any joint relationship or authorize other Party or our Affiliates to act or speak on behalf of the other or
 - (iv) limits either Party or our Affiliates from entering into any business relationship with Third Parties.
7. The Receiving Party acknowledges and agrees that due the unique nature of the Disclosing Party’s Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In the event that a court order or other tribunal of competent jurisdiction shall hold any of the provisions of this agreement to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain full force and effect.
8. This Agreement shall be governed by the law of Indonesia without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. The prevailing Party in any action to enforce this Agreement shall be entitled to reasonable costs and attorneys’ fees. No waiver or modification of this Agreement will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.
9. Each Party agrees to designate a representative, identified below, for administering the disclosure and/or receipt of confidential information hereunder:

PT. DATASCRIP

07 April 2015

Name :
Designation :

PT. SAT NUSAPERSADA TBK
JALAN PELITA VI, NO.99
BATAM 29432 - KEPRI
INDONESIA

07 April 2015

Name : Bidin Yusuf
Designation : Direktur Operasional