UNDERTAKING OF CONFIDENTIALITY

To: Head of Department
Centralised Procurement Department (CPD)
Bank Negara Malaysia
Sasana Kijang
2 Jalan Dato' Onn
50480 Kuala Lumpur

LETTER OF UNDERTAKING ON CONFIDENTIALITY

In consideration of receiving documents or various types of information in whatever form during performance of the Procurement of Products/Services related to the Procurement of Application Performance Monitoring (APM Dynatrace) Software License and Support Maintenance (hereinafter referred to as "the Services"), I, _____ (NRIC/ Passport* No: _____) of _____

do hereby solemnly and sincerely declare that I am fully aware that all documents or information in whatever form acquired during the Services is confidential and I do hereby solemnly and sincerely agree and undertake that at all times during my appointment with (Company's name…….(Company No.): ……..……..) for the Services and after my service has ended or my services have been earlier terminated that -

(a) I shall not reveal, divulge or discuss to any person the information obtained prior to, during and after the Services including, but not limited to, any information disseminated to me by BNM unless authorised in writing by BNM to receive such information, or unless such information has been officially released by BNM to the public;

(b) I shall not make copies of, remove or cause to be removed, any materials, documents, notes or property used for the purpose of the Services without the prior written approval of BNM;

(c) I shall not make or cause to be made public the findings of the Services without the prior written approval of BNM;

(d) I shall store safely with my utmost care any materials, documents, notes or any property used for the purpose of the Services which shall at all times vest with BNM;

(e) I shall faithfully and honestly keep secret the affairs and concerns of BNM and all information relating to BNM or its customers, banking and other financial institutions or its customers or any other information obtained during the Services;

(f) I shall not reveal or make known any of the matters, affairs, concerns or information which may come to my knowledge during the Services to any person except under obligation of the law; and

(g) I shall indemnify BNM against all losses, damages, costs and expenses, which Bank BNM may incur or sustain by reason of any breach on my part of the terms and conditions of this letter of undertaking.

Signed by : _____

Name : _____

*NRIC/Passport No. : _____

Date : _____

[Note *: To delete whichever is not applicable]