

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made this ----- day of ----- 2014

BY AND BETWEEN

M/S. Daffodil Life Science Product Trading Co. a company incorporated under the laws of Dhaka, Bangladesh, having its registered address at 78th Motijheel C/A 8th Floor, Dhaka-1000 and legally represented by **Mr. G. M. A. Kader** as **Chief Executive Officer** (hereinafter referred to as "DISCLOSING PARTY")

AND

-----, a company incorporated under the laws of ----- legally represented by ----- as -----
----- (hereinafter referred to as the "RECEIVING PARTY")

WHEREAS

The DISCLOSING PARTY owns certain ideas and information related to products (Streptokinase) that is confidential and proprietary to the **DISCLOSING PARTY** (hereinafter "Confidential Information");

And **WHEREAS**

The **RECEIVING PARTY** is willing to receive disclosure of the relevant Confidential Information pursuant to the terms of this Agreement for the purpose of establishing the business potential for the '**DISCLOSING PARTY'S** products (===) on the ----- market ("the permitted Purpose").

NOW THEREFORE, in consideration for the mutual undertaking of the **DISCLOSING PARTY** and the **RECEIVING PARTY** under this Agreement, the **PARTIES** agree to the bellow terms as follows:

1/ Definition of Confidentiality

As used in this Agreement, "Confidential Information" means:

- (i) Any and all information, whether in written oral or other form, relating to any aspect of the business and operations of the **DISCLOSING PARTY** which is not known or generally available from sources outside the **DISCLOSING PARTY**, or typical of industry practice, including without limitation, software, technology, computer programs, source code, customer and prospect lists, supplier lists, records, financial information, budget, marketing plans, business plans, ideas, discoveries, inventions, concepts, technical information, know how, processes and specifications regarding the **DISCLOSING PARTY'S** business or products, and
- (ii) The terms, provisions and conditions of this Agreement and the negotiations in pursuance thereof.

The **DISCLOSING PARTY'S** failure to mark any Confidential Information as confidential, proprietary or otherwise shall not affect its status as Confidential Information hereunder.

2/ Non-Disclosure and Non-Use Obligations

The **RECEIVING PARTY** hereby undertakes for a period of 10 (ten) years from the date of this Agreement:

- (i) To keep the **DISCLOSING PARTY'S** Confidential Information in strict confidence and

- (ii) To not disclose any **DISCLOSING PARTY's** Confidential Information to anyone without the **DISCLOSING PARTY's** prior written consent. The **RECEIVING PARTY** shall not use, or permit others to use, Confidential Information for any purpose other than Permitted Purpose.

The **RECEIVING PARTY** agree to exercise at least the same care in protecting the **DISCLOSING PARTY's** Confidential Information from disclosure as the **RECEIVING PARTY** uses with regard to its own Confidential Information (but in no event less than reasonable care).

3/ Permitted Disclosure

The **RECEIVING PARTY** may disclose Confidential Information to:

- (i) its employees solely on a need to know basis, and
- (ii) any other party with the **DISCLOSING PARTY's** written consent, which may be withheld at the sole discretion of the **DISCLOSING PARTY**

Before disclosure to any of the above parties, the **RECEIVING PARTY** shall execute a written agreement with such party sufficient to require that such party treat the Confidential Information in accordance with the terms and conditions of this Agreement. The **RECEIVING PARTY** shall notify the **DISCLOSING PARTY** immediately upon discovery of the any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by the **RECEIVING PARTY** and will cooperate with the **DISCLOSING PARTY** in every reasonable way to help the **DISCLOSING PARTY** regain possession of the Confidential Information and prevent its further unauthorized use.

4 / Survival

This Agreement shall govern all communications between the **PARTIES**. The **RECEIVING PARTY** understands that its obligations under Section 2 ("No-disclosure and Non-use Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, the **RECEIVING PARTY** will promptly deliver to the **DISCLOSING PARTY**, without retaining any copies, all documents and other materials provided by the **DISCLOSING PARTY**.

5/ Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Bangladesh and the **PARTIES** agree to submit disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Bangladesh.

6/ Injunctive Relief

The **PARTIES** acknowledge that disclosure or use of confidential Information in violation of this Agreement could cause irreparable harm to the **DISCLOSING PARTY** for which monetary damages may be difficult to ascertain or are an inadequate remedy. Accordingly, the **RECEIVING PARTY** acknowledges that the **DISCLOSING PARTY** shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by the court of competent jurisdiction.

7 / Entire Agreement

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed here in and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

8 / Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed THIS **NON-DISCLOSURE AGREEMENT** effective as of the date first written bellow.

SIGNED for and on behalf of

Daffodil Health Technology Service Company.

Signed: -----

Title:

Date:

SIGNED for and on behalf of

Signed: -----

Title:

Date: