**NDA (Nondisclosure Agreement )**

This Agreement (confidential) is made and entered into by and between Md. Anowarul Abedin and Abrar Hasin("Company") and Group-3 ("Receiving Party") for the purpose of establishing a relationship by which the Receiving Party may be exposed to certain confidential information of the Disclosing Party(company), in which it has an interest in protecting and undertake the project described at the end of this Agreement ("Project").

The receivingand Disclosing party hereby agree as follows:

1. "Confidential Information" means proprietary and confidential information of Company marked or identified as such in accordance with Section 2 below.

2. To be treated as Confidential Information, any information provided by Disclosing party to receiving party in tangible form shall be marked "Proprietary and Confidential" or similar markings. Information disclosed orally must be identified orally as confidential at the time of disclosure and summarized in writing within 4 months of disclosure.

3. No information will be Confidential Information that: (i) is already known to us, or (ii) is or becomes publicly known through no wrongful act of us, or (iii) is received by Receiving Party from a third party without similar restrictions and without breach of this Agreement.

4. Receiving Party will not disclose any Confidential Information to any other person. Receiving Party will not use any Confidential Information other than in connection with the Project.

5. Without prior written approval of Disclosing Party, Receiving Party shall not use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the damage of Disclosing Party

6. Receiving Party may disclose Confidential Information (i) to other member who have executed non-disclosure agreements with Company, (ii) in response to the lawful request or requirement of a governmental agency or by requirement of law, and (iii) to the other member(From our team) supervising the Project, provided that they has signed a non-disclosure agreement with Company.

7. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. All Confidential Information delivered by Company to Receiving Party will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Receiving party upon Company's request.

9. The responsibility of Receiving Party under this Agreement shall terminate on 31st September.

10. This Agreement may not be modified except by written instrument signed on behalf of each party. Either party may assign this Agreement to a parent corporation, to a completely owned subsidiary or a successor of substantially all of the business or assets of the party. This Agreement represents the entire agreement and understanding of the parties and terminates and succeeds all prior independent agreements and under takings between the parties. The requirements of this Agreement shall be taken in agreement with the laws of the state of Bangladesh.

11. Employee is provided notice that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

12. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights

All notices, requests or approvals given in connection with this Agreement shall be given in writing and sent by email, postage prepaid, telegram, teletype, telex, cable to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

Executed as of the date and year first above written:

Disclosing party

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Receiving party

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_

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Date \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Date \_\_\_\_\_\_\_\_