NON-DISCLOSURE AGREEMENT

(MUTUAL)

Mobile UV Innovations Pty Ltd (the “**Company**”) whose address is 8/177 Beavers Rd Northcote VICTORIA, AUSTRALIA 3070 and Md. Masrur Saqib, whose address is 191/1, Motihar Thana Road, Talaimari, Rajshahi, BANGLADESH (hereafter known as “**Second Party**”), as of this 04th day of December 2021 (the “**Effective Date**”), desire to protect certain confidential and proprietary information and therefore agree as follows;

1. Company and its affiliates have previously executed an intercompany agreement whereby the Company and it’s affiliates have agreed to be bound and abide by Non-Disclosure Agreements (NDA’s) into which each of the others have entered or may enter and to treat as Confidential information received by the Company or its affiliates pursuant to any such NDA as confidential.
2. For the purposes of evaluating, establishing or continuing a beneficial business relationship between the Company and Second Party, each party intends to disclose to the other inventions, trade secrets, financial information, and proprietary information concerning technology and/or other technical, commercial or financial information which is not in the public domain and which has been reasonably restricted by the disclosing party as confidential, hereinafter referred to as the “**CONFIDENTIAL INFORMATION**” Each party warrants and agrees that the CONFIDENTIAL INFORMATION shall be used solely for the purposes stated in this paragraph.
3. Each party may disclose to the other CONFIDENTIAL INFORMATION either orally or in writing. When disclosed in writing, the CONFIDENTIAL INFORMATION shall be marked “CONFIDENTIAL” or with similar legend. When disclosed orally, visually or in any other intangible manner, such information shall either be identified in a prior written communication as confidential or identified as confidential at the time of disclosure and followed with subsequent written confirmation within sixty (60) days, referencing the date and CONFIDENTIAL INFORMATION disclosed. All CONFIDENTIAL INFORMATION summarized or otherwise reduced to writing by the receiving party shall be clearly labelled as “CONFIDENTIAL”.
4. Each party shall not disclose the CONFIDENTIAL INFORMATION of the other party to any third party; provided, however, that each party may disclose the CONFIDENTIAL INFORMATION of the other party to its affiliates, employees, attorneys, accountants, financial advisors or consultants (collectively, “**representatives**”) having a bona fide need to know the CONFIDENTIAL INFORMATION if such representatives are bound in writing to the party disclosing to them by obligations of confidentiality at least as restrictive as the terms set forth herein. In the event either party discloses CONFIDENTIAL INFORMATION of the other party to such representatives; such party shall be liable for any unauthorized disclosure thereof by such representatives. Each party shall exercise the same degree of care it normally uses to protect its own CONFIDENTIAL INFORMATION, but in no event less than reasonable care.
5. Nothing in this agreement shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto or obligating either party to purchase from or provide any goods or services to the other party. Furthermore, neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating, or derived from any CONFIDENTIAL INFORMATION of the other party.
6. Any CONFIDENTIAL INFORMATION supplied by either party shall remain the property of the disclosing party, including, but not limited to, derivatives, summaries, notes, and electronics files (extant and archived), and nothing in this Agreement shall restrict the disclosing party from using, disclosing or disseminating its own CONFIDENTIAL INFORMATION in any way. The parties recognize and agree that nothing contained in the Agreement shall be construed as a grant of any property rights to the receiving party, by license or otherwise, to any CONFIDENTIAL INFORMATION disclosed pursuant to this Agreement, any invention or any patent right that has been issued, or may be issued, or any copyright or other rights based on the CONFIDENTIAL INFORMATION.
7. The receiving party shall have no obligation with respect to any CONFIDENTIAL INFORMATION which:
   1. is shown to have been known or developed by the receiving party independent of any disclosure by the other party; or
   2. is or becomes available to the public through no breach of this Agreement; or
   3. is obtained from a third party legally entitled to disclose the same free of any non-disclosure restrictions; or
   4. is required by law to be disclosed, including in response to a valid order of a court of competent jurisdiction or authorized government agency, provided the disclosing party hereunder is notified promptly to allow it to request a protective order and the receiving party reasonably cooperates, at the disclosing party’s expense, with the disclosing party’s efforts to obtain a protective order.

Notwithstanding the foregoing, CONFIDENTIAL INFORMATION shall not be deemed to be in the public domain merely because any part thereof is embodied in a product or because individual features, components or combinations thereof are now or become known to the public.

1. This agreement shall govern the disclosure of CONFIDENTIAL INFORMATION for a period of five (5) years from the Effective Date and shall supersede any other general non-disclosure agreement between the parties.
2. This Non-Disclosure Agreement shall commence on the Effective Date and shall continue for five (5) years unless sooner terminated by either party via certified mail, return receipt requested. Such termination notice shall state the date of the effective termination. Each party’s obligations of confidentiality arising prior to the date of termination shall remain intact until the expiration of the five (5) year period from the Effective Date.
3. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
4. SECOND PARTY acknowledges it may receive from the Company CONFIDENTIAL INFORMATION belonging to the Company affiliates, and agrees to treat all CONFIDENTIAL INFORMATION disclosed by the Company or its affiliates hereunder as CONFIDENTIAL INFORMATION, and that in the event of an actual or threatened breach, each of the parties shall have the right to seek relief or other remedies for breach hereunder.
5. Both parties warrant that they shall not disclose to the other party, their agents or representatives, any confidential information of any third party which may be privy, and shall indemnify and defend the other party from and against any and all breaches to this warranty.
6. The parties agree that the obligations of confidentiality shall be binding upon and inure to the benefit of each party’s respective successors or assigns.
7. This Agreement is not assignable or delegable in whole or in part without the written consent of the parties. This Agreement may not be amended, nor any obligation waived, except by writing and signed by the duly authorized representatives of the Company and the Second Party. This agreement shall be governed by the laws of the Australia, without reference to conflict of law principles. An executed original of this agreement may be delivered by facsimile, which shall be binding as an original. The undersigned represent that they are authorized and empowered to sign on behalf of, and bind, their respective party.

the Company [counter party name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Murray McDonald Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: CEO Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_19th May 2019\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_