## NON-DISCLOSURE AGREEMENT (NDA)

**This Agreement** is made and entered into on this 2nd day of July, 2025, by and between:

## ScaleBuild AI

(hereinafter referred to as the "Disclosing Party" or “Company”)

AND

## Sumaiya Islam

Address: Rajabari, Atipara, Abdullahpur, Dhaka-1230

(hereinafter referred to as the “Receiving Party” or “Employee”)

# Purpose

This Agreement is entered into for the purpose of protecting the confidential and proprietary information belonging to ScaleBuild AI to which Sumaiya Islam may gain access in the course of her work via Aaladin AI.

# Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include, but is not limited to:

* + Project specifications, business strategies, technical documentation, source code, APIs, internal chatbot interactions, chat histories, and communications.
  + Access credentials and usage of ScaleBuild AI’s internal drives, servers, LLM APIs,

tools, or environments.

* + All material and non-public information shared by ScaleBuild AI in the course of its work with Aaladin AI.
  + Any data or insights obtained through observation or interaction with ScaleBuild AI’s

internal systems.

Confidential Information may be in oral, written, digital, visual, or any other form, and shall remain protected regardless of the format or mode of delivery.

# Obligations of the Receiving Party

The Receiving Party agrees that:

* + She shall hold all Confidential Information in the strictest confidence and shall not disclose, share, or discuss it with **anyone**, including but not limited to **employees, contractors, or management of Aaladin AI**, without express prior written consent from ScaleBuild AI.
  + She shall use the Confidential Information **solely for the purpose of performing assigned work** in connection with ScaleBuild AI’s projects.
  + She shall take all reasonable steps to protect the confidentiality of such information and prevent unauthorized use or disclosure.
  + She shall immediately report any known or suspected breach of this Agreement to ScaleBuild AI.

# Exclusions

Confidential Information does not include information that:

* + Is publicly known through no fault or breach of the Receiving Party;
  + Is lawfully obtained by the Receiving Party from a third party without obligation of confidentiality;
  + Is independently developed without use of or reference to ScaleBuild AI’s Confidential

Information.

# Term

This Agreement shall remain in effect during the term of the Receiving Party’s engagement on ScaleBuild AI projects and shall continue to bind the Receiving Party for a period of **five (5) years** following the termination of that engagement.

# Return or Destruction of Information

Upon completion of her work or upon request by ScaleBuild AI, the Receiving Party agrees to promptly return or destroy all materials containing Confidential Information, including digital copies.

# Remedies

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to ScaleBuild AI. Accordingly, ScaleBuild AI shall be entitled to injunctive or equitable relief, in addition to any other remedies available at law.

# No Transfer of Rights

Nothing in this Agreement shall be construed as granting any license, ownership, or other rights in any Confidential Information to the Receiving Party.

# Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **People’s Republic of Bangladesh**, and the courts in **Dhaka** shall have exclusive jurisdiction over any disputes.

# Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior or contemporaneous understandings or agreements.

# Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**For ScaleBuild AI** Name: Ujjwal Roy Title: CEO

Signature: Date:

## Receiving Party

Name: Sumaiya Islam

Signature: Date: 03.07.2025