

NON – DISCLOSURE AGREEMENT

THIS NON – DISCLOSURE AGREEMENT (“the Agreement”) is made and entered into on this day of2019 (hereinafter known as “Effective Date”) by and between,

HAYLEYLINES LIMITED, a company duly incorporated under the laws of the Democratic Socialist Republic of Sri Lanka, bearing company registration No. and having its registered office at 400, Deans Road, Colombo 10 of the said Republic, (hereinafter known and referred to as “**the Company**” which term or expression as herein used shall mean and include the said Hayleylines Limited its successors and permitted assigns).

AND

AMMAR AMEERDEEN, holder of National Identity Card No., having his permanent residence at 339/2, A Akbar Town, Wattala in the said Republic, (hereinafter known and referred to as “**Ammar**” which term or expression as herein used shall mean and include the said Ammar Ameerdeen his heirs, executors, administrators, successors and assigns and permitted assigns).

The Company and Ammar may hereinafter be individually referred to as the “Party” and collectively as “Parties”.

WHEREAS the Company engages in the business of providing; and

WHEREAS Ammar is currently reading for his Master in Science (Msc) in Big Data Analytics from the Robert Gordon University (UK), affiliated with the Informatics Institute of Technology (Student ID 2018099) and is desirous of conducting a research project for his final year thesis; and

WHEREAS Ammar has requested for an opportunity to study the information of the Company for his thesis to develop a tool to predict the demand signals in supply chains using Artificial Intelligence methods and Ammar will disclose to the Company his findings in the form of a report (“Report”) which the Company can utilize to apply data science to its business areas (“Purpose”); and

WHEREAS the Company has agreed to make available to Ammar, Confidential Information (as defined below) for the Purpose; and

WHEREAS the said confidential information being of a confidential nature, the Company is desirous of ensuring the confidentiality of the same by entering into this Agreement, and

WHEREAS the Parties hereto are entering into this Agreement to record the terms and conditions subject to and upon which Ammar shall have access to and receive the confidential information and retain the confidentiality thereof.

NOW THIS AGREEMENT THEREFORE WITNESSETH that in consideration of the Parties hereto doing observing and performing the several terms conditions covenants stipulations and obligations contained in this Agreement to be done observed and performed by each of them respectively the Parties hereto have hereby agreed as follows:

1. Confidential Information

- (i) During the term of this Agreement, the Company shall disclose to Ammar certain Confidential Information described below and Ammar may have or be given access to certain Confidential Information provided by the Company for the Purpose.
- (ii) “Confidential Information” for the purposes of this Agreement, shall mean any and all such information provided during the negotiations and discussions for the Purpose or to which Ammar shall have or be given access to, information in whatever form, verbal or otherwise, including but not limited to project related information/plans, information on future projects, financial plans, business plans, marketing plans and strategies, legal arrangements, financial records and analysis, information on vessels, research, technical specifications, investment strategies and policies, marketing-sales-pricing data, creditors, debtors, contingent liabilities, processes, know-how, prototypes, new products and services under development, customer behavior information, client information, potential client information, designs, agreements, trade secrets, software or other intellectual property, whether or not identified as confidential information, in whatever media, electronic or otherwise, and any other materials identified in oral or writing as “Confidential Information”.
- (iii) The Confidential Information is being provided solely for the Purpose described in this Agreement (hereinafter known as “Permitted Use”) shall not be used for any other purpose. Without the prior written consent of the Company providing the Confidential Information, Ammar shall not (i) disclose to any third party the fact that it has received any Confidential Information, including the fact that the transactions contemplated are being considered or the fact of any negotiations, discussions or other communications concerning matters contemplated by this Agreement, (ii) disclose to any third party any of the Confidential Information or permit any third party to have access thereto, or (iii) use the Confidential Information for any purpose other than the Permitted Use.
- (iv) The term "Confidential Information" shall not include any information which at the time of disclosure or thereafter: (i) has come within the public domain through no fault of, or action by Ammar; or (ii) is available to Ammar on a non-confidential basis from a source other than the Company provided that such source, to Ammar’s knowledge, is not bound by a confidentiality agreement with, or other obligation of secrecy to the Company in respect of such information, or (iii) is clearly and unmistakably publicly available document, such as annual reports, proxy statements, prospectuses; or (iv) independently acquired or developed by Ammar without violating any of its obligations under this Agreement.
- (v) Ammar understands and acknowledges that the Company is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and shall have no liability to Ammar or any other person resulting from Ammar’s use of the Confidential Information. Only those representations or warranties that are made in definitive documentation and subject to such limitations and restrictions as may be specified in such documentation, shall have any legal effect.

2. Obligations of Ammar

Ammar hereby undertakes and agrees that:

- (i) the Confidential Information shall be used exclusively for the Permitted Use intended by the Parties in this Agreement and the ownership of the Confidential Information shall remain with the Company.
- (ii) he shall hold such Confidential Information in strict confidence and shall not give or disclose the Confidential Information to any third party or any person whomsoever, or use the Confidential Information for any purpose other than the Permitted Use, without the prior written consent of the Company nor will he copy, reproduce, photograph, videotape, the Confidential Information for any purpose other than the Permitted Use, without the prior written consent of the Company.
- (iii) he shall provide a copy of the final version of his thesis to the Company for the Company's review and approval. In the event the Company requests Ammar to delete certain Confidential Information of the Company mentioned in the final version of the thesis, Ammar undertakes and agrees to do so. Furthermore, Ammar undertakes and agrees not to submit the final version of his thesis without the Company's final approval.
- (iv) The Report provided by Ammar to the Company shall be the intellectual property of the Company and shall belong to the Company.
- (v) upon the termination of negotiations, discussions or the termination of this Agreement or if at any time requested by the Company in writing, Ammar shall return to the Company all copies of documents, papers or other material received by Ammar or obtained or developed in the course of negotiations, discussions or the performance of services for or containing or derived from Confidential Information which are in the possession of Ammar.

3. Notwithstanding anything to the contrary in this Agreement, in the event Ammar learns that it is or may be required to be disclosed by a court order or pursuant to the rules and regulations of a governmental agency or body to disclose any Confidential Information, it shall:

- (i) as promptly as possible after learning of a possible disclosure requirement, to the extent legally permissible and in any case prior to making disclosure, notify the Company of the disclosure requirement so that the Company may seek a protective order or other appropriate relief;
- (ii) provide such co-operation and assistance as the Company may reasonably request in any effort by the Company to obtain such relief, and
- (iii) take reasonable steps to limit the amount of Confidential Information so disclosed and to protect its confidentiality.

4. Term and Termination

- (i) This Agreement shall continue and be in effect for a period of six (6) months commencing from the Effective Date mentioned above or until such an extended period as the Parties may mutually agree in writing.
- (ii) Either Party may terminate this Agreement by giving thirty (30) days' notice to the other Party of its desire to terminate this Agreement.
- (iii) The Parties agree that the confidentiality obligations in this Agreement shall remain in force throughout the term of this Agreement and shall survive its termination for three (03) years thereafter.

5. Remedy at Law

It is understood and agreed that money damages shall not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement but shall be in addition to all other remedies available at law or equity to the Company.

6. Severance

In the event any provision of this Agreement or part, thereof is rendered void, illegal or unenforceable in any respect under any law, the same shall be replaced by, and any omission shall be remedied, by way of a corresponding provision which comes as close as legally and commercially possible to the express or implied intention of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. Notices

All notices or notification required hereunder shall be deemed sufficient if in writing and sent via registered post, with a copy sent by facsimile or via e-mail to the attention and address, e-mail address and facsimile number set forth below:

The Company:

Name –

Designation –

Email address –

Fax No –

Ammar:

Name –

Designation –

Email address –

Fax No –

8. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Sri Lanka and any dispute in relation to this Agreement shall be subject to the exclusive jurisdiction of the courts in Sri Lanka.

IN WITNESS WHEREOF the hands of Ammar Ameerdeen and the authorized signatory of the Company were placed hereunto and to one other of the same tenor at the respective places and dates hereinafter mentioned.

The signature of, authorised signatory
of Hayleylines Limited was placed hereunto
on thisday of 2019 at Colombo

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Witnesses:

1.

2.

The signature of Ammar Ameerdeen
was placed hereunto on this
day of2019 at Colombo

}

Witnesses:

1.

2.

