**NON-DISCLOSURE AGREEMENT (NDA)**

This Nondisclosure Agreement or ("Agreement") was entered into on October 19, 2022, by and between:

Disclosing Party: SAAD'S KITCHEN, with the email address Saadskithen123@gmail.com ("Disclosing Party").

Party Receiving Information: THE VALLEY, with the.valley@gmail.com as its mailing address ("Receiving Party").

To avoid the unauthorised access of Confidential Information, as defined below. The parties agree to a confidential relationship regarding the disclosure of certain proprietary and confidential information ("Confidential Information").

**1. Definition of Confidential Information.** "Confidential Information" means any information or material that has or could have commercial value or other utility. If Confidential Information is written, the Disclosing Party must label or stamp the materials with the word "Confidential" or a similar warning. In addition, each party must promptly provide written confirmation that the oral communication was confidential.

**2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party prior to disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party without restriction.

**3. Obligations of Receiving Party.** The Disclosing Party is the sole and exclusive beneficiary of Confidential Information. As is reasonable, the Receiving Party shall restrict access to Confidential Information to employees, contractors, and third parties. Employees, contractors, and other third parties are required to execute nondisclosure agreements that are at least as stringent as those in this Agreement.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and Receiving Party's obligation to hold Confidential Information in confidence shall continue until the Confidential Information is no longer a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**5. Relationships.** Nothing in this Agreement shall be construed to make one party a partner, joint venture partner, or employee of the other party for any reason.

**6. Severability.** If a court determines that any provision of this Agreement is defective or unenforceable, the remaining provisions shall be read so as to most effectively carry out the parties' intentions.

**7. Integration.** This Agreement represents the parties' entire knowledge of the subject matter and replaces all prior offers, agreements, representations, and agreements. This Agreement cannot be modified unless in writing and with both parties' signatures.

**8. Waiver.** The failure to exercise any right granted by this Agreement does not constitute a waiver of any preceding or future rights.

**9. Notice of Immunity.** Employee is informed 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 made I in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or in a complaint or other document filed in a lawsuit or other proceeding. An individual who sues an employer for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's attorney 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 a court order.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

DISCLOSING PARTY Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name: Anusha Saad Date: October 19, 2022

RECEIVING PARTY Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name: Salaar Khan Date: October 19, 2022