**MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**Between**

**Global iTech Solutions Inc.**

**And**

**Live Technologies Ltd.**

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement is entered on this 20th Day of June, 2021 of the Christian Era.

Between

Global iTech Solutions Inc., incorporated under the Company Act -- as a Limited Company bearing EIN: 82-2102981 , whose registered address is 8905 202nd Street, Hollis, NY-11423, United Stated of America (hereinafter referred to as “Global iTech” which expression shall where the context so admits mean and include its successors-in-interest, administrators, legal representatives, executors and assigns) of the ONE PART.

AND

Live Technologies Ltd., incorporated under the Company Act (Act XVIII) of 1994 of Bangladesh as a Limited Company bearing registration no. C-95556/11, whose registered address is 13/2 West Panthapath (4th Floor), Dhaka-1207, Bangladesh (hereinafter referred to as “Live Tech” which expression shall where the context so admits mean and include its successors-in-interest, administrators, legal representatives, executors and assigns) of the OTHER PART.

(“Global iTech” and “Live Tech” are individually referred to as “Party” and collectively as “Parties”.)

WHEREAS:

1. The Parties foresee that each of them would disclose certain Confidential Information (as defined hereinafter) to the other in the course of negotiations, discussion and transactions envisaged between themselves with the possibility of them entering into agreements to explore a potential functional and financial partnership relating to develop an online business portfolio for fitness, wellness and lifestyle products (including but not limited to products and services designing, joint implementation, expansion and delivery).
2. For such purpose, the Parties in the course of the discussions and negotiations on the commercial arrangement will require and wish to disclose each other certain proprietary business and technical information (whether oral, in writing, in machine readable or other tangible form) concerning their respective interests and activities which the Party disclosing it deems proprietary, including but not limited to, financial information, trade secrets, know-how, product formulae, processing procedures and equipment, standards and specifications, product samples, product development plans, proposed products and services, business plans, customer lists, prices, market and sales information and plans and commercially valuable non-public, confidential or proprietary information which concerns the business and operations of a Party to this Agreement.

THEREFORE, the Parties agree to enter into a confidential relationship with respect to the disclosure of certain information and in consideration of the mutual covenants set out in this Agreement, the disclosure of certain information, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree and undertake as follows:

# 1. DEFINITIONS

## 1.1 Wherever used in this Agreement the following terms shall have the meanings set forth below:

“Affiliate” in relation to a Party, means the companies or firms under common shareholding, control and/or management as with such Party, including its parent companies and subsidiary companies.

**“Agreement”** means this Mutual Confidentiality and Non-Disclosure Agreement including its amendments made from time to time.

“Confidential Information” shall mean any information or material which is proprietary to the Disclosing Party or designated as “Confidential Information” by the Disclosing Party whether or not owned or developed by the Disclosing Party, which in not generally known by the Receiving Party or the Receiving Party’s personnel, and of which the Receiving

Party may obtain knowledge through or as a result of the relationship established hereunder with the Disclosing Party, access to the Disclosing Party’s premises, or communications with the Disclosing Party’s Affiliates, employees, agents, representatives and subcontractors.

Without limiting the generality of the foregoing, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or still in development): designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, new product or new technology information, marketing techniques and materials, marketing plans, timetables, strategies and development plans) including prospective trade names or trademarks or service marks), customer names and other information related to customers, pricing policies, financial information, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

**“Disclosing Party”** means the Party disclosing Confidential Information to the other Party under this Agreement.

**“Effective Date”** means the date of signing of this Agree­ment unless otherwise directed in this Agreement.

**“Receiving Party”** means the Party receiving Confidential Information from the other Party under this Agreement.

"Representative" includes the Receiving Party's directors, officers, employees, agents, and financial, legal, and other advisors.

## 1.2 Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement.

## 1.3 Words indicating the singular only also include the plural and vice-versa, where the context so requires.

## 1.4 The headings of the Articles in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

* 1. Each Party hereby agrees not to distribute, disclose or disseminate any Confidential Information of the other Party in any way to anyone, except only to its Affiliates and Representatives and contractors who need to know the Confidential Information or as required by law. Disclosure of Confidential Information to its Affiliates, Representatives and contractors who have such a need to know shall be limited to only so much of such Confidential Information as is necessary to perform his/her function.
  2. Each Party shall hold in confidence and cause its Affiliates, Representatives, and sub-contractors, to hold in confidence and not disclose or reveal to any person or entity the Confidential Information received hereunder without the clear and express prior written consent of a fully authorized representative of the Disclosing Party.
  3. Without limiting the generality of any of the provisions of this Agreement, the Parties specifically agree that any reports, press releases or other publications containing Confidential Information which are not made or authorized by the Disclosing Party and which appear in any publication prior to the Disclosing Party’s official disclosure of such Confidential Information, shall not release the Receiving Party from its obligations hereunder with respect to such Confidential Information.
  4. Each Party shall not publish any review, notice or other report containing any of the other Party’s Confidential Information prior to obtaining written permission from the Disclosing Party to disclose such Confidential Information hereunder but only to the extent that it is actually disclosed by the Disclosing Party to the Receiving Party. Without prior written consent, any review, notice or other report published by either Party shall be limited to information, which is not Confidential Information
  5. The Parties shall not use or disclose any of the Confidential Information received hereunder for any purpose at any time, other than for the limited purpose(s) of negotiations and implementation of Parties obligations in an agreement, if any.
  6. The Parties may furnish to each other certain materials, either in writing or otherwise fixed in tangible form, constituting or containing Confidential Information. The Parties agree that any and all these materials shall be furnished in confidence and all of the terms and conditions of this Confidentiality and Non-Disclosure Agreement shall apply to the disclosure or furnishing of these materials.

3. PERMITTED DISCLOSURE

3.1 The Parties may disclose Confidential Information to their Affiliates, Representatives and contractors with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship and only if such Affiliates, Representatives or contractors are advised of the confidential nature of such Confidential Information, and the terms of this Agreement.

3.2 In the event the Receiving Party discloses Confidential Information to any of its Affiliates, Representative and contractors or such other similar entities, the Receiving Party shall ensure that such Affiliates, Representative and contractors will abide by the terms of this Agreement and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

4. USE OF CONFIDENTIAL INFORMATION

4.1 The Parties shall only use the Disclosing Party's Confidential Information for the purpose of analyzing, negotiating, and/or providing services or functions concerning the business/transaction

4.2 Each Party shall treat the Confidential Information of the other Party in the same manner it treats its own Confidential Information that it does not wish to disclose to the public, but in all events each Party shall use at least a reasonable degree of care to protect the Confidential Information of the other Party.

5. RETURN OF DOCUMENTS

## 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary and subject to prior written consent of the Disclosing Party.

## 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party’s property.

5.3 The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Confidential Information within 15 (fifteen) days from the date of termination of this Agreement unless otherwise requested by the Disclosing Party. The returning of materials shall not relieve the Receiving Party from compliance with other terms and conditions of this Agreement.

**6. DISCLAIMERS**

6.1 Nothing in this Agreement is intended to grant or imply any rights, by license or otherwise, to either Party under any patent, copyright, trade secret, or other intellectual property right, nor shall this Agreement grant or imply to either Party any rights in or to the other Party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of consideration of a possible transaction or relationship between the Parties. Neither Party shall reverse engineer, decompile or disassemble any hardware or software received from the other Party for any purpose inconsistent with this Agreement.

6.2 THE DISCLOSING PARTY PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS. The Receiving Party hereby agrees to indemnify the Disclosing Party against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the Disclosing Party as a result of a breach of this Agreement by the Receiving Party or its Affiliates, Representatives or contractors.

7. REPRESENTATION AND WARRANTY

7.1 None of the Confidential Information disclosed hereunder will constitute any representation, warranty, assurance, guarantee, or inducement with respect to the accuracy or completeness of any Confidential Information.

* 1. Each Party hereby represents that it has not provided or communicated any of the other Party’s Confidential Information which it has received the date hereof to any third party, and hereby agrees that all such Confidential Information shall be subject to the terms and conditions of this Agreement.

8. ASSIGNMENT

8.1 This Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement (an "assignment") be delegated, voluntarily, by operation of law or otherwise, without the Parties' prior written consent of the other Party, which consent may be granted or denied in the sole discretion of the non-assigning Party, except that in the event that more than fifty percent (50%) of the capital stock of a Party is acquired by any person or entity, the other Party’s consent shall not be required for an assignment of this Agreement to such person or entity

8.2 Any attempted assignment in contravention of Clause 8.1 shall be void and ineffective. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, successors and permitted assigns.

8.3 Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties, it being understood that the Parties are independent proposers vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

8.4 Nothing contained in this Agreement shall be construed as creating any obligation or an expectation on the part of either Party to enter into a business relationship with the other Party, or an obligation to refrain from entering into a business relationship with any third party. Live Tech shall be entitled to enter into any Confidentiality and Non-Disclosure Agreement with any other Party whomsoever relating to any product idea.

9. NON-APPLICATION OF RESTRICTION

9.1 There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

(i) is or becomes publicly known through no wrongful act of the Receiving Party or any of its Affiliate, Representatives;

1. is lawfully received from a third party who has lawfully obtained such information without breach of the restrictions contained in this Agreement;

(iii) is independently developed by the Receiving Party or Party or any of its Affiliate, Representatives as evidenced by the written records of the Receiving Party;

(iv) is furnished to any third party by the Disclosing Party without a similar restriction on the Receiving Party's rights;

(v) is approved for release by the Disclosing Party; or

(vi) has been published or generally disclosed to the public by the Disclosing Party;

(vii) is required by law, court order or a governmental agency to be disclosed.

9.2 The Receiving Party intending to rely on the foregoing exclusions shall bear the burden of showing that any of the foregoing exclusions apply to any information or materials.

9.3 The Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the Receiving Party shall give the Disclosing Party reasonable notice prior to such disclosure and reasonable opportunity to obtain a protective order or the equivalent.

10. TERM AND TERMINATION

## 10.1 This Agreement shall become effective on the day it has been duly signed by both Parties and shall remain in force for two years from the Effective Date unless terminated earlier.

## 10.2 The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations prior to the Effective Date.

## 10.3 Subject to the provisions of Clause 11 hereunder, either Party may terminate this Agreement by providing a 30 (thirty) days prior written notice to the other Party.

11. SURVIVAL OF PROVISION

The terms and conditions of this Agreement with regard to disclosure of Confidential information shall survive after termination of this Agreement and remain in full force and effect unless otherwise agreed between the Parties in writing.

12. SETTLEMENT OF DISPUTES

In the event of any dispute arising in respect of this Agreement, authorized representatives of both the parties shall attempt to resolve such dispute within thirty (30) days of either of the Party giving notice in writing to the other Party of such dispute. All disputes arising out or in connection with this Agreement, which cannot be resolved amicably, as mentioned above, shall be finally settled exclusively by arbitration as the Arbitration Act 2001. Each Party shall appoint one Arbitrator and the two Arbitrators so appointed will appoint the third or the presiding Arbitrator. The proceedings of Arbitration shall be in the English language. The Arbitrator’s award shall be final and binding on the parties.

13. GOVERNING LAW & JURISDICTION

13.1 This Agreement shall be governed by, and construed in accordance with the laws of Bangladesh.

13.2 The parties hereto agree that in relation to any legal action or proceedings out of or in connection with this Agreement (“the proceedings”), the Parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of Bangladesh and waive any objection to the proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been bought in an inconvenient forum.

14. ENTIRE AGREEMENT

14.1 This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter.

14.2 This Agreement shall not limit any rights that either Party may have under trade secret, copyright, patent or other laws that may be available. No Agreement or modification of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties.

**15. COUNTERPARTS AND RIGHTS**

15.1 This Agreement may be signed in counterparts on stamp papers for each Party of this Agreement, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

15.2 The person signing on behalf of each Party represents that he or she has the right and power to execute this Agreement.

16. MISCELLENEOUS

16.1 None of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of the Disclosing Party without a written instrument signed by the Disclosing Party. No waiver by a Party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition;

16.2 This Agreement shall be construed as to its fair meaning and not strictly for or against either Party.

16.3 The headings hereof are descriptive only and not to be construed in interpreting the provisions.

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE WRITTEN.

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| **Signed for and On behalf of**  **Global iTech** | **Signed for and On behalf of**  **Live Technologies Ltd.** |
| Signature: | Signature: |
| **Name**: | **Name:** **Md. Tamjid-Ul-Alam (Atul)** |
| **Title**:  **Address**:  **Email**:  **Contact Number**: | Title: Director, Live Technologies Ltd.  Address: 13/2 West Panthapath, Level - 4, Dhaka - 1207, Bangladesh.  Email: [atul.tamjid@live-technologies.net](mailto:atul.tamjid@live-technologies.net)  Contact Number: +88-01819234141 |