**Class Activity**

**Name: Saman Khan**

**ID: 19K-0354**

**Section: H**

**NON-DISCLOSURE AGREEMENT (NDA)**

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of October 19, 2022 and is by and between:

Party Disclosing Information: SAMAN COMPANY with a mailing address of [samancompany@gmail.com](mailto:samancompany@gmail.com) (“Disclosing Party”).

Party Receiving Information: KHAN ENTERPRISE with a mailing address of [khanenterprise@gmail.com](mailto:khanenterprise@gmail.com) (“Receiving Party”).

For the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" means mean any information or material that has or could have commercial value or other utility in the Disclosing Party's business. If the Confidential Information is written, the Disclosing Party must label or stamp the documents with the word "Confidential" or a similar caution. If Confidential Information is communicated orally, the Disclosing Party must promptly provide written confirmation that the oral communication was Confidential Information.

1. **Exclusions from Confidential Information**

The Receiving Party's obligations under this Agreement do not extend to information that is:

* Publicly known at the time of disclosure or later becomes publicly known due to no fault of the Receiving Party.
* Discovered or created by the Receiving Party prior to disclosure by the Disclosing Party.
* Learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives.
* Disclosed by Receiving Party.

1. **Obligations of Receiving Party**

The Receiving Party shall keep the Confidential Information strictly confidential for the sole and exclusive advantage of the Disclosing Party. Receiving Party will carefully limit access to Confidential Information to employees, contractors, and third parties as necessary, and will require those individuals to execute nondisclosure limitations at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use, publish, copy, or otherwise reveal to others, or permit others to utilize Confidential Information for their benefit or to the damage of Disclosing Party. If the Disclosing Party requests it in writing, the Receiving Party shall immediately return to the Disclosing Party any and all records, notes, and other written, printed, or tactile materials in its possession relevant to Confidential Information.

1. **Time Periods**

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

1. **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 purpose.

1. **Severability**

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

1. **Integration**

This Agreement embodies the parties' complete understanding of the subject matter and replaces all previous proposals, agreements, representations, and understandings. This Agreement may not be modified unless both parties sign a written amendment.

1. **Waiver**

Failure to exercise any right granted by this Agreement does not constitute a waiver of any prior or subsequent rights.

1. **Notice of Immunity**

Employee is given notice that under any federal or state trade secret law, an individual shall not be held criminally or civilly liable 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 is made in a complaint or other document filed in a lawsuit or other proceeding. An individual who files a lawsuit against an employer for retaliation for reporting a suspected violation of the 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 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: Saman Khan

Date: October 19, 2022

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

Typed or Printed Name: Anum Khan

Date: October 19, 2022