

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is effective from
<Day> <MONTH, <Year.>

Between

< name>, a company incorporated under the laws of <Country> and having its corporate office at <address>(Hereinafter referred to as "**Principle**"), which expression shall be deemed to include its successors and administrators and assigns of Client/Vendor

and

CHEMIE TRADE CORPORATION a company duly incorporated under the laws of Bangladesh and having its principal place of business at Suit 10/G, Azad Center, 55 Purana Paltan, Dhaka-1000 Bangladesh. (Hereinafter referred to as "**CTC**") which expression shall be deemed to include its successors and administrators and assigns of **CHEMIE TRADE CORPORATION**;

Principle and **CTC** are individually referred to herein as a 'Party' and collectively as the 'Parties'.

WHEREAS:

Principle and **CTC** are negotiating with each other to evaluate the opportunities of mutual business relationship between them. In the course of such business relationship both the parties may have to exchange certain non-public and confidential information relating to each Party's business.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. In this Agreement unless the context otherwise requires:

- "**Recipient**" means either of the Parties hereto, which may be receiving Confidential Information from the other.
- "**Disclosing Party**" means either of the Parties hereto, which may be disclosing Confidential Information to the other.
- "**Confidential Information**" means such information as the Disclosing Party may from time to time provide (or have supplied or disclosed on their behalf) to the Recipient under or relating to this agreement including all information relating to its business affairs or its related bodies corporate, whether orally or in a written, physical or visual form, regarding the products, activities, including (without limitation) data, plans, photographs, drawings, designs, strains, specifications, product sample, formulas, compositions, inventions, discoveries, processes, know-how, software, development or manufacturing techniques, product dossier, reports, studies, consultants reports, trade secrets, proformas and other financial and trade / commercial information, contracts and client database, computer models and programs, contracts, plant designs and configurations, tactical scientific, statistical, commercial or technical information of any kind whether in existence at the date hereof or hereafter to come into existence including any copies, reproductions, duplicates or notes in any form whatsoever. Confidential Information also includes any note, calculation, conclusions,

summary, computer database, computer modeling or other material derived or produced partly or wholly from Confidential Information. The Confidential Information shall not include information:

- Which is in the public domain at the time of disclosure;
- Which comes into the public domain other than as a result of a wrongful act or omission on the part of either Party or its agent, representatives or employee(s);
- Which is disclosed to either Party by a third party, other than in the course of conduct of verification and in circumstances which do not involve a breach of any obligation of confidentiality owed to the other Party; or
- Which is independently developed by the Receiving Party without any use or benefit from the Confidential Information;

2. **Recipient** undertakes:

To use the Information only for the purpose of this Agreement and/or further business relations between the **Recipient** and the **Disclosing Party**;

Not to make any commercial use of the Confidential Information without the express prior written consent of the **Disclosing Party**;

Not to disclose the confidential information to any third party;

Neither to copy any documents containing the Confidential Information, nor to take any extracts from such documents without the prior written consent of the **Disclosing Party**;

If so requested by the **Disclosing Party**, to return any documents or any copies thereof containing the confidential information and any samples of materials supplied by the **Disclosing Party**. Such return however does not abrogate the continuing obligations of **Recipient** under this Agreement.

In the event that **Recipient** is required by law in any judicial or governmental proceeding to disclose Confidential Information, **Recipient** will give **Disclosing Party** prior written notice of such request so that **Disclosing Party** may seek a protective order or appropriate remedy.

3. **Permitted Disclosure of Confidential Information:**

The Receiving Party may disclose in confidence Confidential Information to its employees, on need to know basis, in which event the employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4. **Recipient** agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information of **Disclosing Party** may cause irreparable harm and significant injury to **Disclosing Party**, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, **Recipient** agrees that **Disclosing Party**, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this

Agreement. **Recipient** shall notify **Disclosing Party** within one (1) business day of discovery of any security incident that involves or, which **Recipient** strongly believes, involves the unauthorized access and use of disclosure of Personal Data or Confidential Information (“Security Incident”). Such notice shall summarize the impact on **Disclosing Party** and a corrective action to be taken by the **Recipient**

5. Term:

This Agreement shall become effective from the Effective Date, herein above mentioned. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the contemplated business relationship to the Effective Date. This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by any other subsequent agreement. The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information or date of expiry of this agreement whichever comes later.

6. Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the **Disclosing Party** and the **Receiving Party** shall obtain no right thereto of any kind by reason of this Agreement.

7. Governing laws, dispute resolution and Jurisdiction:

This Agreement shall be governed and construed in accordance with the laws of Ireland and the **Recipient** consents to the exclusive jurisdiction of the state courts/federal courts located there for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement through their duly authorized representatives.

For,
<CLIENT>

For,
CHEMIE TRADE CORPORATION

Signature:

Signature:

Name:

Name:

Designation:

Designation: Chief Executive Officer