



**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT  
COVER SHEET**

**THIS AGREEMENT**

This Cover Sheet and the attached Terms contain the conditions, subject to which you and Biman will exchange information and material of confidential nature in relation to the described purpose.

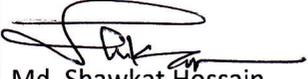
**PARTIES**

<b>Biman</b>	Biman Bangladesh Airlines Ltd.
Registered Address	Biman Head Office, Balaka, 04 <sup>th</sup> Floor, Kurmitola, Dhaka-1229
Point of Contact	Mohammed Salahuddin
<b>Other Party</b>	
Registered Address	
Point of Contact	
each a "Party" and together the "Parties"	

**AGREEMENT SCOPE**

The "Effective Date"	22/06/2020
The "Purpose"	The Parties wish to exchange Information regarding the following Purpose: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">                     The Parties wish to enter into discussion and exchange information to negotiate in good faith the opportunities of (vendor) providing certain services to Biman Bangladesh Airlines.                 </div>
the "Governing Law and Jurisdiction"	As per law of the land-Government of Bangladesh.

**AUTHORIZATION**

<b>Biman Bangladesh Airlines Ltd.</b>	
Signed by:  Md. Shawkat Hossain Director of Marketing & Sales 22 <sup>nd</sup> June 2020	
<b>Other Party</b>	
Signed by	



## TERMS

1. **“Confidential Information”** means any information or materials provided by one Party, or its Affiliates (the **“Discloser”**), to the other Party, or its Affiliates (the **“Recipient”**) and that is either marked **“confidential”**, or similar, or would be understood by a reasonable person to be confidential. This includes any information regarding the Discloser and its related subcontractors’ products and services, pricing, product roadmaps or strategic marketing plans and any non-public material relating to, or exchanged in connection with, the Purpose indicated on the Cover Sheet. An **“Affiliate”** is any entity that controls, is controlled by, or is under common control with a Party, provided that for control by voting securities at least fifty (50) per cent of those voting securities must be held.
2. Confidential Information does not include information or materials that: (i) are in the public domain, not because of an act or omission of the Recipient; (ii) the Recipient lawfully obtained from a source other than the Discloser; (iii) were approved in writing for release by the Discloser; (iv) were rightfully known to the Recipient, prior to its receipt; or (v) were developed independently by the Recipient.
3. Confidential Information remains the sole and exclusive property of the Discloser or its licensors, including all applicable rights to patents, copyrights, trademarks and trade secrets. The Discloser makes no representations or warranties as to the accuracy or completeness of any Confidential Information disclosed.
4. The Recipient must implement adequate measures to protect the Confidential Information and must use it solely to fulfill the Purpose. Except for the below, it must not be sold, disclosed, reverse engineered, decompiled or disassembled unless expressly authorized in writing by the Discloser.
5. The Recipient may disclose Confidential Information to its Affiliates, employees, agents, subcontractors and legal/accounting consultants on a need to know basis and provided that: (i) the Recipient enforces the confidentiality obligations in this Agreement on the person or entity receiving the information; and (ii) the Recipient remains responsible for that person or entity’s compliance with these obligations, at all times.
6. The Recipient may release Confidential Information when compelled to do so by any law, legal process, regulation or regulatory process. Where legally possible, the Recipient will: (i) notify the Discloser before any disclosure; and (ii) provide reasonable assistance to, and cooperate with, the Discloser in its efforts to preserve the confidential nature of the Confidential Information.
7. When requested by the Discloser, the Recipient must destroy any copies of Discloser’s Confidential Information, unless it is legally protected from destruction, or it can only be destroyed using unreasonable commercial effort.
8. This Agreement is subject to the Governing Law and Jurisdiction shown on the Cover Sheet. All obligations arising from, or in connection with this Agreement must be construed accordingly. Either Party may make application for injunctive relief in any competent court, within or outside the Jurisdiction.
9. Under this Agreement, all Confidential Information is protected for a period of five (5) years from the last date of disclosure. Confidential Information that is expressly marked **“Secret”**, **“Business Secret”**, or similar is protected for a period of twelve (12) years from the last date of disclosure.
10. Any notice, demand or document must be in writing and must be delivered in person or by depositing in the mail, registered or certified, with postage prepaid to the Party’s addresses shown on the Cover Sheet.
11. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, regarding the Confidential Information and Purpose.
12. If any provision of this Agreement is declared invalid or unenforceable by a competent court, the other provisions of this Agreement will remain in full force and effect.

### LEGAL NOTICE