

NONDISCLOSURE AGREEMENT

This Agreement (this "Agreement") is made and entered into on this ----- Two Thousand and, by and between **LANKACLEAR (PRIVATE) LIMITED** (Company Registration No. PV 7551) a company duly incorporated under the laws of Sri Lanka and having its registered office at Level 18, Bank of Ceylon Head Office, "BOC Square", Bank of Ceylon Mawatha, Colombo 01 (hereinafter referred to as the "**LankaClear**" which term shall where the context so requires mean and include the said LankaClear (Private) Limited, its successors and assigns) and -----, a body corporate established under ----- presently having its Registered Office at ----- (hereinafter referred to as the "**The Contractor**" which term shall where the context so requires mean and include the said -----, its successors and permitted assigns)

WHEREAS the party who discloses the Confidential Information (defined below) will be the Disclosing Party and the party who receives such information will be the Receiving Party hereto.

AND WHEREAS The Contractor wishes to pursue prospective transactions with LankaClear, including but not limited to the supply of goods and/or services to LankaClear, pursuant to which the Parties may enter into discussions/correspondence (the "**Purpose**").

AND WHEREAS it may be necessary for the Disclosing Party to disclose information of a confidential, private and proprietary nature to the Receiving Party in order to carry out the said discussions/negotiations/correspondence and related activities.

AND WHEREAS the Disclosing Party may disclose confidential information relating to its business, including without limitation computer programs, computer code, systems, modules, scripts, features and other software and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software, design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation, features, modes of operation, details of its products and services, as well as names and expertise of employees, consultants, customers and suppliers and prospects, know-how, trade secrets, ideas, and technical, business, financial, marketing, customer, personal information, product development plans, forecasts, strategies, intellectual property including but not limited to trade marks, patents, industrial designs, notes, models, reports, processes and samples and any other information, in written, graphic, oral or other tangible or intangible forms, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Confidential Information" of the Disclosing Party.

NOW THEREFORE the Parties hereby agree as follows:

1. The Receiving Party agrees:
 - (i) that the Disclosing Party may disclose only information that the Disclosing Party at its sole

and absolute discretion deems necessary.

- (ii) to hold the Disclosing Party's Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information with the same care and diligence as it would its own confidential information.
 - (iii) not to divulge any such Confidential Information or any information derived therefrom to any third party, including, but not limited to, any affiliated/associated, subsidiary, or partnership entity of or group company of the Receiving Party.
 - (iv) not to make any use whatsoever at any time of Confidential Information except in relation to achieving the Purpose as authorized hereunder, and
 - (v) that any employee, subcontractor, principal, officer, director, agent, partner/business partner, advisor, service provider or consultant of the Receiving Party, or any other person/s authorized by the Receiving Party, given access to any Confidential Information must have a legitimate "need to know" and shall be similarly bound to the restrictions herein.
2. The obligations herein do not apply to Confidential Information which:
- (i) as shown by reasonably documented proof, was in the Receiving Party's possession prior to receipt thereof from the disclosure; or as shown by reasonably documented proof, was received by the Receiving Party in good faith from a third party not subject to a confidential obligation to the Disclosing Party; or
 - (ii) is disclosed pursuant to a requirement imposed by a government agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure pursuant to this subsection, the Receiving Party shall notify the Disclosing Party and shall give the Disclosing Party an opportunity to participate in objecting to production of the Confidential Information; or
 - (iii) was developed by the Receiving Party without reliance upon any Confidential Information any of the Confidential Information received from the Disclosing Party; or
 - (iv) is authorized in writing by the Disclosing Party to be released or is designated in writing by the Disclosing Party as no longer being confidential or proprietary.
 - (v) confidential Information is publicly known and made generally available through no action or inaction of the Receiving Party.
3. The Receiving Party acknowledges and agrees that all Confidential Information acquired by the Receiving Party from the Disclosing Party shall be and shall remain the exclusive property of the Disclosing Party, and that neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the products/services derived there from.
4. This Agreement shall be effective from the date the Parties first held discussions, or exchanged any correspondence, or issued any documentation, regarding the Purpose, and shall remain in force until terminated in writing by either Party or by both Parties on mutual agreement. Confidentiality obligations already disclosed during the term of this Agreement shall survive one (01) year after the termination of this Agreement.
5. Immediately upon termination of this Agreement or at the earlier request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information and all documents and media containing any such Confidential Information and any copies or extracts

thereof. The Confidential Information is provided "as is." The Disclosing Party makes no warranty, express or implied, regarding the accuracy or completeness of the Confidential Information.

6. Nothing contained in this Agreement shall act to prevent the Parties from concurrently or otherwise discussing or planning similar projects with any Party.
7. The Receiving Party acknowledges and agrees that there can be no adequate remedy at law for any breach of the Receiving Party's obligations hereunder, and that any such breach may result in irreparable harm to the Disclosing party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law or in equity including a temporary restraining order, preliminary injunction, or permanent injunction and to be indemnified by the Receiving Party against any loss or harm, including, without limitation to, attorney's fees in connection with any breach or enforcement of the Receiving Party's obligations hereunder. The Receiving Party shall notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it becomes aware.
8. Neither this Agreement nor provision of information pursuant to it shall bind either party to enter into any other transaction, agreement or commitment.
9. This Agreement shall not be assigned or transferred by the Receiving Party without the prior written consent of the Disclosing Party. This Agreement shall be binding on agents, successors and permitted assigns of the Parties.
10. All the provisions of this Agreement shall be considered as separate terms and conditions and in the event that this Agreement is affected by any legislation or any amendments thereto, or if the provisions herein contained are held to be illegal, invalid, prohibited or unenforceable, any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and all other provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provisions were not a part hereof.
11.
 - i. If any dispute or difference whatsoever arises between the parties concerning matters relating to this Agreement or any provision thereof, the parties herein shall use their best endeavours to resolve the dispute or difference amicably.
 - ii. Failing amicable resolution of such dispute or difference by the parties hereto for a period of thirty (30) days the said dispute or difference shall then be finally resolved by arbitration by a sole Arbitrator or in the event the Parties hereto cannot agree to the appointment of a sole Arbitrator by a panel of three Arbitrators at Colombo as per the Arbitration Act No. 11 of 1995 of Sri Lanka. The decision of the Arbitrators shall be final and conclusive.

- iii The cost of such Arbitration shall be met by the parties hereto together on a pro-rate basis or singly in accordance with the recommendation of the Arbitrator or Arbitrators.
12. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver or subsequent waiver of that right, any other right.
13. Notices hereunder will be effective only if in writing and upon receipt if delivered personally with due acknowledgement of receipt or by courier or fax to the following addresses/fax numbers.

To LCPL:

General Manager/CEO,
LankaClear (Pvt) Limited,
Level 18, Bank of Ceylon Head Office,
"BOC Square",
No. 01, Bank of Ceylon Mawatha,
Colombo 1.
Fax: 2478957
Email: ceo@lankaclear.com

To the Contractor:

14. This Agreement is the entire agreement between the parties with respect to nondisclosure of Confidential Information pertaining to the matter of mutual interest stated above and supersedes all prior agreements and understanding with respect to this subject. This Agreement may be amended only by written agreement executed by both parties.
15. The Parties and their signatories hereto warrant that the Parties are duly incorporated in the territory mentioned in the recitals herein, that they have full legal capacity to enter into this Agreement, that the signatories hereto are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement shall be binding on the Parties.

(Signature page follows)

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to set their respective hands hereunto and to another of the same tenor and date as these presents.

For and on behalf of

For and on behalf of

LANKACLEAR (PRIVATE) LIMITED

.....
Name: Channa de Silva
Title: General Manager/CEO

.....
Name: -----
Title: -----

Witness:

Witness:

.....
Name:
NIC No:

.....
Name:
NIC No: