

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into on this 7th day of February 2012 (the “**Effective Date**”), by and between:

LEA represented by Lt Col Md Naseer Haider psc, OIC, NMC, who is empowered to execute this agreement, hereinafter referred to as “**LEA**” which expression shall mean and include its subsidiaries, successors and permitted assigns, of the other part.

And

HT SRL, a company duly incorporated and existing under the laws of ITALY having its principal place of business at Via della Moscova, 13 – 20121 Milan, represented by David Vincenzetti, **CEO**, who is empowered to execute this agreement, hereinafter referred to as “**the Supplier**” which expression shall mean and include its subsidiaries, successors and permitted assigns, of one part;

LEA and the Supplier are collectively referred to herein as the “Parties” and individually as a “Party”.

Recital

WHEREAS,

- A. LEA is the authority to monitor telecommunication services in Bangladesh and the Supplier is in the business of producing and / or supplying telecommunication equipments and services.
- B. The Parties have entered into discussion of future business arrangements of mutual interest in relation to purchase of telecommunication equipments and services (the "Business") and in connection with such Business, each Party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.
 1. **Definition.** "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation information about each party's concept paper, network design documents, commercial, technical or financial document, clients, documents, prototypes, samples, technical data, know-how, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation, or which the recipient has reason to know is treated as confidential by the discloser. Confidential Information may also include information disclosed to a disclosing party by third parties.
 2. **Exclusion:** Confidential Information shall not include any information which (i) was publicly known prior to the time of disclosure by the disclosing party; (ii) becomes

publicly known after disclosure by the disclosing party through no wrongful action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by competent written evidence in the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by competent written evidence in the receiving party's possession.

3. **Non-Disclosure of Confidential Information.** Each party agrees (i) to hold the other party's Confidential Information in confidence in the manner described hereunder, (ii) not to disclose any Confidential Information to any third parties, (iii) not to use any Confidential Information for its own use or for any purpose except for the Business Purpose, and (iv) to only copy or reproduce the Confidential Information to the extent reasonably necessary for its use of such Confidential Information in accordance with the Business Purpose. Each party may disclose Confidential Information of the other party to its directors, employees, consultants, advisors or agents who have a bona fide need to know such Confidential Information, and then only to the extent necessary to carry out the Business Purpose, provided each party may also disclose Confidential Information received from the other party to employees of any parent, subsidiary or affiliate of the receiving party, having such a need to know, and further provided nothing herein shall prevent or restrict any such employees from becoming at any time an employee of any other parent, subsidiary or affiliate of the receiving party. Furthermore, either party may disclose Confidential Information to its contractors who have a bona fide need to know for the Business Purpose, provided each such contractor agrees, or has agreed, to protect the Confidential Information under terms no less stringent than those contained herein. Each party will have executed or shall execute appropriate written agreements with its directors, employees, consultants, advisors, agents or contractors sufficient to enable it to comply with the provisions of this Agreement or otherwise take measures no less stringent than used to protect such party's own Confidential Information. Each party agrees that it will instruct its directors, employees, consultants, advisors, agents or contractors not to disclose any Confidential Information of the other party to any third party without the prior written consent of the disclosing party, except as permitted in the foregoing sentence. Each party agrees that it will take all reasonable measures to protect the secrecy of Confidential Information of the other party and avoid disclosure or use of Confidential Information of the other party other than as expressly authorized herein, which measures shall be no less stringent than those each party utilizes to protect its own information of a similar nature and importance, but in any case not less than reasonable care. Each party agrees to notify the other party in writing of any misuse or misappropriation of Confidential Information of the other party, which may come to its attention.

5. **Mandatory Disclosure.** In the event that either party or its respective directors, officers, employees, consultants, advisor agents or contractors is required pursuant to

the order or requirement of a court, administrative agency, or other governmental body to disclose any Confidential Information of the other party, the party required to make such disclosure shall give prompt notice of such requirement sufficient to allow the other party to seek a protective order or other appropriate relief. In the event that such a protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which such party's legal counsel advises that it is legally required to disclose.

6. **No Warranty.** EACH DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED BY THAT DISCLOSING PARTY TO THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any intellectual property rights of any kind, including, but not limited to, patent or copyright rights, nor shall this Agreement grant to either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely to determine whether to pursue the Business Purpose. Nothing contained in this Agreement shall limit, in any manner, the disclosing party's right to change the Confidential Information or the design or characteristics of any products or services at any time without notice and without liability.
9. **Term.** The obligations of each receiving party hereunder shall commence on the effective date and survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
10. **Remedies.** Each party agrees that the Confidential Information of the other party is owned exclusively by the disclosing party, and that monetary damages would be inadequate to compensate the disclosing party for disclosure of Confidential Information or for any breach by either party of its covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the non-breaching party and that, in

addition to any other remedies that may be available, in law, in equity or otherwise, the non-breaching party shall be entitled to obtain such injunctive relief as may be deemed proper by a court of competent jurisdiction against the threatened breach of this agreement or the continuation of any such breach by a party, without the necessity of proving actual damages.

11. **Miscellaneous.** This Agreement may not be assigned by either party without the prior written consent of the other party and any assignment in violation of the foregoing shall be null and void. Otherwise, this Agreement shall bind and inure to the benefit of the parties and their successors and assigns. This Agreement shall be governed by the laws of the Bangladesh. All disputes arising in connection with the agreement shall be finally settled by court of competent jurisdiction in Dhaka and the parties hereto expressly agree to submit to the personal jurisdiction of such court Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision of this Agreement. Further, if a provision of this Agreement is held to be illegal or invalid, such illegality or invalidity will not effect any other provision of this Agreement. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under the applicable law, and when necessary the court is requested to reform any and all terms or conditions to give the fullest effect to the intentions of the parties regarding the matter. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof, and may not be modified or amended, nor any obligation waived except with the mutual written consent of both parties.

HT SRL HT Srl Via Moscova, 13 - 20121 Milano	LEA,
	Sig.: 
Name: D. VINCENZETTI	Name: Lt Col Md Naseer Haider
Title: CEO	Title: OIC, NMC
Date: February 7 th 2012	Date: