

NON-DISCLOSURE AGREEMENT (NDA)

BETWEEN

(1) *A. F. Ferguson & Co. Chartered Accountants* registered under the Partnership Act 1860 and having its office at 3rd Floor, PIA Building, 49 - Blue Area, Islamabad (herein after referred to as "**AFF**")

and

(2) *National University of Sciences and Technology* having its office at [NUST NUST Campus, H-12, Islamabad, Pakistan. (hereinafter known as "**NUST**")]

each of them a "**Party**" and together referred to as the "**Parties**", agree as follows:

1. Subject of the Agreement

[NUST] intends to engage AFF for updating financial model of a technology park ("the Project") and other related business advisory services. In connection with this, [NUST] has agreed to provide certain information about the Project to be analysed by AFF prior to acceptance of the engagement. Such information shall be handled as confidential according to the stipulations of this Agreement.

2. Confidential Information

For the purpose of this Agreement "**Confidential Information**" shall mean

- technical and business information relating to existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and other operational data, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and is shared by [NUST].
- information which at the time of its disclosure is identified as confidential; oral information which is confidential shall be recorded in writing by the disclosing party within 30 days after disclosure and the resulting document shall specifically state the date of disclosure and designate the information as confidential.

3. Obligation of Confidentiality

3.1 Except and to the extent otherwise provided or permitted in this Agreement AFF undertakes that it will:

- use the information collected only for the purpose of analysis relating to the Project;
- only disclose Confidential Information to its partners, officers, servants or employees as well as to its regulators, and staff of other network firms of the PwC network who need to receive and consider the Confidential Information for the purpose of this Engagement. AFF will impose on any such persons the obligation to keep the Confidential Information received for such purpose confidential in accordance with the terms of this Non-Disclosure Agreement.
- not disclose the Confidential Information to any third party without the prior written consent of [NUST];

3.2 The confidentiality obligation shall not apply with respect to any Confidential Information which AFF can prove:

AFF

7/20/12

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- has been known to AFF prior to the time of its direct or indirect disclosure by [NUST] pursuant to this Agreement;
- is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of AFF.
- becomes known to AFF through disclosure by sources other than [NUST] without breach of any confidentiality obligation towards [NUST]; or
- it is required to be disclosed by any law or by any court or regulatory agency or authority, provided that AFF notifies [NUST] of such requirement without delay.

3.3 The disclosure of Confidential Information by [NUST] to AFF does not limit [NUST] to disclose the same Confidential Information to third parties at its own discretion.

4. Returning Confidential Information

4.1 Upon the end of the arrangement, AFF shall be permitted to retain:

- one copy of the Confidential Information for the purposes of and for so long as required by any law, court or regulatory agency or authority or its internal compliance procedures; and
- copies of any computer records and files containing any Confidential Information which has been created pursuant to its automatic archiving and back-up procedures.

4.2 [NUST] will have the right to request that electronic copies of all information gathered and retained by AFF in connection with this engagement be returned on request.

4.3 AFF acknowledges that neither the destruction nor return of any Confidential Information nor the expunging of any of the same from any of the devices listed above or any similar devices will release it from the obligations contained in this Agreement.

5. Duration

This Agreement shall come into force on the day of signature by both Parties and will continue in force for a period of 30 days from such date.

6. Severability Clause

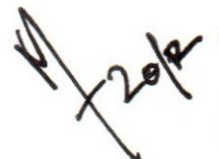
In the event that any of the provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

7. Requirement for written form

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may be modified or amended only in writing.

8. Governing Law / Place of Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan. The courts of Islamabad, shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.



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Date & signature
Affangumli

Iftikhar A. Moghal

For and on behalf of AFF

Date & signature
Faisal 20/12/18

Mohammad Faisal

For and on behalf of [NUST]

Witnesses

Date & signature
Nabeel Raza 19/12

Nabeel Raza

61101 – 6524025-7

Date & signature
Kamran Ashraf 19/12/18

Kamran Ashraf

37302-5166203-9