

Subj: Non-Disclosure Agreement (NDA) between NUST and Chord Group Limited

1. Kindly Refer PUC.

2. Signed copy of the NDA (vetted by yourself and Najeel Law Associates) is placed opposite at F/A for your info and record, pl.

Director (I&C)
14 Dec, 2018

GM IP& LA
~~ed~~ /ace.
14/12

168293

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

National University of Sciences and Technology ("NUST")
registered address H-12, Islamabad, 44000, Pakistan

and

Chord Group Limited (the "Company")
registered address 20-22 Wenlock Road, London N1 7GU. United Kingdom

WHEREAS the Company and NUST (the "Parties") have an interest in participating in discussions and entering into business relations wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential ("Confidential Information"); and

WHEREAS the Parties acknowledge that Confidential Information of a Party might include, but not be limited to that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall for a period of one (1) year from the date of disclosure refrain from disclosing such Confidential Information to any third party without prior written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this mutual confidentiality and non-disclosure agreement (the "Agreement") is informed of its proprietary and confidential nature and is bound to equivalent confidentiality obligations as the ones provided for in this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties acknowledge that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing Party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of one (1) year from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.
10. This agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
11. Should any provision of this Agreement be or become invalid, ineffective or unenforceable, the remaining provisions shall remain valid. The Parties undertake to replace the invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision which comes as close as possible to the economic interests of the Parties. This shall also apply in the event of a contractual gap.
12. Effective date of this Agreement shall be the last date signed below.

Signature



Name : Jeremy Kemp

Director / COO Nov 14, 2018

Signature


Mohammad Faisal (Dec 14, 2018)

Name : Mohammad Faisal

Director Innovation & Commercialization Dec 14, 2018

Subject: Fwd: fw: Re: Please sign Chord Group - NUST - Form Mutual NDA - English Law
Date: Friday, 14 December 2018 at 9:08:21 AM Pakistan Standard Time
From: Eram Zaidi
To: Mohammad Faisal, Director I&C (RIC) NUST

sir
FYI
Regards
Eram

----- Forwarded message -----

From: NAJEEB ABBASI <najeeblawpk@gmail.com>
Date: Thu, 13 Dec 2018 at 16:23
Subject: Re: fw: Re: Please sign Chord Group - NUST - Form Mutual NDA - English Law
To: <gmip@ric.nust.edu.pk>

Dear Madam,

The NDA, consisting of one page, was received with your e-mail today. We have gone through the draft agreement and find that there is no need of any addition or alteration in this draft agreement. You may kindly proceed accordingly.

Regards,

Najeeb R. Abbasi,
MA, LL.M (Harvard),
Advocate High Court,
Najeeb Law Associates
Advocates & Consultants
509-Islamabad Stock Exchange Towers,
Jinnah Avenue, Islamabad
Tel:051-2894588, 051-2894599
E-mail: najeeblawpk@gmail.com

On Thu, Dec 13, 2018 at 3:53 PM Ms. Eram Zaidi, GM IP&LA, NUST <gmip@ric.nust.edu.pk> wrote:

Dear Sir
Reference telecom between your goodself and Dir I&C few minutes before reading to vet attached NDA

May i request you to please review and comment attached NDA in light of telecom conversation between your good self and Dir I&C Please ASAP

Regards

Dear Madam,

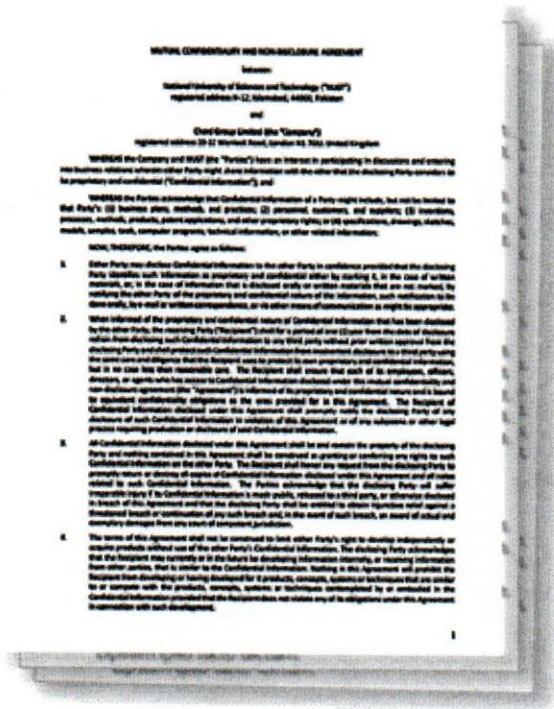
Kindly vet the attached NDA in the light of RIC policy, please.

Thank you.

Kind regards,

Faisal

From: Jeremy Kemp <echosign@echosign.com>
Reply-To: Jeremy Kemp <jeremy.k@one-asia.com>
Date: Wednesday, 14 November 2018 at 12:38 AM
To: "dinc@ric.nust.edu.pk" <dinc@ric.nust.edu.pk>
Subject: Please sign Chord Group - NUST - Form Mutual NDA - English Law



Jeremy Kemp Has Sent You Chord Group - NUST - Form Mutual NDA - English Law to Sign

Jeremy Kemp (EQIBank Limited) says:
"Please review and complete the Chord Group - NUST - Mutual NDA ."

[Click here to review and sign Chord Group - NUST - Form Mutual NDA - English Law.](#)

After you sign **Chord Group - NUST - Form Mutual NDA - English Law**, all parties will receive a final PDF copy by email.

If you need to delegate this document to an authorised party for signature, **please do not forward this email**. Instead, [click here](#) to delegate.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.




National University of
Sciences and Technology
Sector H-12, Islamabad
Tel: 051-90851434
Fax: 051-90851432
e-mail: ic@nust.edu.pk
0972/03/NUST/QA (IC)

5 October, 2018

To: All Institutions
Info: SO to Pro-Rector (RIC)
AD Adm & Coord Pro-Rector (Academics)
Subject: International MoUs / Agreements
Reference: NUST Main Office letter No. 0973/03/NUST/QA (IC) dated 02 June, 2017.

It has come to the notice that contrary to the instructions already issued, some institutions are still signing MoUs / Agreements without approval. Strict compliance of the issued instructions is requested, please.


Director QA
(Dr. Riaz Ahmad) 5/10