

**MUTUAL NON-DISCLOSURE & TEAMING AGREEMENT****Between****HyperThink Systems W.L.L****And****TRUSPEQ Consulting Private Limited**

This Agreement is effective from **13<sup>th</sup> November 2025**, by and between:

**HyperThink System W.L.L, Al Reem Towers, 3<sup>rd</sup> floor, Office No.12, West Bay, Doha, Qatar** (Hereafter referred to as "HTS – Disclosing Party")

&amp;

**TRUSPEQ Consulting Private Limited**, a company incorporated under the laws of **India** and having its office at **Unit 11, 3rd floor, Innovator Building, ITPL Main Rd, Pattandur Agrahara, Whitefield, Bengaluru, Karnataka 560066** (Hereafter referred to as "Truspeq – Recipient Party").

The parties would work together in submitting a competitive proposal for:

1. RGPC Qatar for the Implementation of SAP Arbia and 12 Months AMS Support and
2. SAP AMS Support for One year to Baladna

WHEREAS, the parties here desire to set forth herein their relationships and agreements with respect to the proposal effort.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements herein contained, and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**RELATIONSHIP OF THE PARTIES**

The TRUSPEQ agrees to co-operate with HTS in submitting the Proposal(s).

The parties clearly understand that under this arrangement:

- i. HTS & TRUSPEQ, may with prior consent and with written permission make use of each party's references, credentials, etc. at various stages of customer engagement process for making the proposal(s) and all such consent and prior written permission shall be obtained before each such instance.
- ii. TRUSPEQ shall not under any circumstances disclose any details of the Customer(s) request to any third party nor contact the Customer directly on any issues/opportunities without the prior approval of HTS for the same proposal /project and vice a versa.
- iii. Both the parties will commit and engage to work on this customer specific request/ and this tender, and TRUSPEQ will not work with other third parties for the same customer request / and this tender.
- iv. The said awarded or already existing projects will be driven by HTS and the team deployed from TRUSPEQ will be under HTS to ensure the deliverables, however the deployed resources will not be under payroll of HTS.
- v. The rates and cost for such engagements will differ from customer to customer and will depend upon the agreed end rate with the customer, Total cost involved and both parties will work on a pre agreed mutual template before entering into a contract.

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The parties agree that the sole legal relationship between the parties is that of independent contractors except as provided in the covenant expressly contained herein. Neither party shall have authority to create an obligation for the other party, except to the extent stated herein.

## COSTS

Each party shall bear its own presales costs, proposal costs and expenses under this Agreement. Any cost which TRUSPEQ cannot bear, TRUSPEQ must inform in advance HTS with complete cost details and get approval from HTS for reimbursement for the same. This may occur for preparation of an extensive customer specific demo or Proof of concept or exclusive travel to project sites under exceptional conditions only.

## COMMUNICATION

HTS will assume primary responsibility for communications with the Customer(s) associated with proposal to be submitted in response to the Proposal's for the Solution. Communication with the Customer(s) pertaining to the Solution will be made through HTS, although HTS.

- (a) requires that TRUSPEQ participate in discussions, negotiations, or other communication with the Customer relating to the Solution.
- (b) shall upon the TRUSPEQ's request, where HTS may deem fit and subject to Customer's consent, arrange for the TRUSPEQ to negotiate or communicate with the Customer(s) on matters concerning the TRUSPEQ's portion of the Solution.

Both parties shall not under any circumstances commit to the customer on any matter relating to a proposal without prior consent in written from each other.

## PERFORMANCE

The Parties shall negotiate and execute a separate Sub-Contract for work based on the Proposals upon mutual written understanding.

## TERMS OF AGREEMENT

For each opportunity, this Agreement shall only terminate upon the happening of any one of the following events:

- i. The execution of a Sub-Contract between the HTS and TRUSPEQ in connection with the Solution is completed.
- ii. Expiration of a period of one (1) year from the date of this Agreement unless extended in writing.
- iii. Filing by one of the parties here to of a petition for bankruptcy or re-organization or similar petitions under the Companies Act.
- iv. Upon mutual agreement of the parties to terminate this Agreement.
- v. In the event of failure to execute a subcontract between TRUSPEQ & HTS on mutually agreed terms.

In connection with discussions between the parties, it will be necessary for the Disclosing party to disclose to the Receiving party certain information, data and materials of a proprietary nature, both technical and financial (some of which may or may not be copyrighted or copyrightable or otherwise protectable) concerning products, services, methods, financial condition, personnel and business of the Disclosing party and subsequent parties ("Clients") represented by the Disclosing party as "Confidential Information".

The Receiving party recognizes and acknowledges that the Disclosing party's confidential information is valuable and unique and that access to it is granted in complete and exclusive confidence.

In consideration of the disclosure of the Confidential Information, the Receiving party agrees as follows:

- i. The Receiving party shall not disclose the confidential information owned by the Disclosing party to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except as

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- provided herein.
- ii. The Receiving party shall not attempt to circumvent and go directly to the Disclosing party's clients for the purpose of gaining direct access to information, services, or offers from such client's by excluding Mutual.
- iii. The Receiving shall not make use of the Disclosing party's confidential information for any direct or indirect benefit itself or for the direct or indirect benefit of any other person, firm, corporation, or entity under any circumstances whatsoever.

The foregoing restriction on the use and disclosure of confidential information does not apply to:

- i. Any portion of the confidential information that is properly known by the Receiving party prior to the receipt of the same thereof from the Disclosing party.
- ii. Any portion of the confidential information that is disclosed by the Receiving party with the prior written consent of the Disclosing party and
- iii. Any portion of the confidential information that is or becomes publicly available and in the public domain, provided that the Receiving party is not responsible, directly or indirectly, for permitting such portions to become publicly available or to enter the same into public domain.

The Receiving party agrees that the disclosure or use of the confidential information outside of this agreement will give rise to irreparable injury, for which the company cannot be adequately compensated in damages. Therefore, the Disclosing party shall be entitled to an injunction against the Receiving party preventing it from breaching or threatening to breach this Agreement, and any legal fees incurred to enforce or defend this agreement. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies for such breach or threatened breach of this Agreement.

All confidential information transmitted hereunder shall be and remain in exclusive property of the Disclosing party and, upon written request, shall (along with all copies) be promptly returned to the Disclosing party.

This Agreement shall be governed by and construed according to the laws of Qatar and shall supersede all prior agreements between the parties with respect to the use or disclosure of the confidential information.

#### **Non-circumvention clause:**

Both parties further agree not to circumvent each other and shall abide by business principles regarding non-circumvention. No party to this agreement shall in any way whatsoever circumvent or attempt to circumvent the other by entering into any negotiation or dealing with business contact associates or partners of the other party with whom he might have become acquainted in the course of the implementation of this Agreement, without the written consent of the other party concerned.

Each party agrees with the other that the principals whom they represent are only to be contacted through the respective parties herein and neither party shall circumvent each other to contact in any way whatsoever, whether directly or indirectly, with the respective principals.

Each party agrees that monetary damages would not be a sufficient remedy for a breach of this clause and that each party shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this clause. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the parties in law or equity.

#### **Non-Compete / Non-Bypass Clause**

The Receiving party agrees that any resale, representation, marketing, or promotion of the Disclosing party's products, solutions, services, intellectual property, or offerings shall be subject to mutually agreed commercial and contractual terms. No rights of resale or promotion shall be implied unless explicitly documented in writing and signed by both parties.

The Receiving party shall not develop, market, or offer competing solutions or services that are materially similar to or directly compete with those provided by the Disclosing party, based on the confidential information received, for the duration of this Agreement and for a period of Two (2) years thereafter.

The Receiving party agrees not to bypass the Disclosing party in any business transaction or engagement with the Disclosing party's clients, partners, or prospects (including those introduced or made known during discussions,

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proposals, or project execution) for the purpose of offering directly or indirectly similar or alternative services, without prior written approval of the Disclosing party.

These obligations apply globally and cover both direct and indirect engagements through subsidiaries, affiliates, agents, or partners.

The terms of this clause shall survive the termination or expiration of this Agreement.

### **Consequences of breach**

Any violation of any confidentiality and non-circumventions clauses contained the above hearing above shall be considered a material breach of this agreement entitling the Disclosing party to a claim for damages as well as injunctive relief from the Receiving party.

This non-disclosure agreement would be subject to Arbitration Authorities in Qatar.

This Agreement may not be superseded or amended, except in writing signed by both parties. This Agreement shall be binding on the successors and assignees of the parties.

IN WITNESS THEREOF, this Agreement is entered into as of the day and date first set forth above.

For,

**HyperThink Systems FZE**

Name: Awdesh Chetal

Designation: CEO

Date: 13/11/2025

For,

**TRUSPEQ Consulting Private Limited**

Name:

Designation:

Date:

