

## **CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ("Agreement") dated November 6, 2025, is entered into between Detect Technologies Private Limited, an Indian corporation with its principal place of business at Block B, 1st Floor, Featherlite The Address, 200feet Radial Rd, Ishwarya Nagar Raja Joseph colony, Pallavaram, Chennai, Tamilnadu- 600044, India, and HyperThink Systems Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at 8-2-248/B/34/B, 1st Floor, Journalist Colony, Road No-3, Banjara Hills, Hyderabad, Telangana-500034, India. For the purposes of this Agreement, Detect Technologies Private Limited and HyperThink Systems Pvt. Ltd. shall together be referred to as "Parties" and individually as a "Party" each.

### **1. Purpose:**

Detect Technologies Private Limited is currently in discussions with HyperThink Systems Pvt. Ltd. regarding a prospective assignment relating to channel partnership and associated services for the promotion and implementation of its solutions.

In the course of such discussions and evaluation, it may be necessary for the Parties to exchange certain confidential and proprietary information. This Agreement is intended to protect the confidentiality of such information and to prevent its unauthorized use or disclosure.

limited to its methodologies, manuals, frameworks, content, research and background materials, templates, reports, other documents, whether in written or soft copy form shall also be treated as Confidential Information. Confidential Information shall include all non-public information furnished, disclosed, or transmitted regardless of form.

**Privacy Commitment:** All personal data acquired by Receiving Party from Disclosing Party shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of Disclosing Party.

### **3. Confidentiality:**

The Receiving Party will use the Confidential Information solely for the Engagement and not for any other purpose. The Receiving Party shall not use the Confidential Information in any way (directly or indirectly) detrimental to the Disclosing Party, its affiliates and/or subsidiaries directors, officers, clients, and employees (collectively referred to as 'Disclosing Party Members') and shall not disclose the Confidential Information to any unauthorized third party(ies). The Receiving Party shall make certain that access to Confidential Information is granted only to those of its partners/directors, associates, affiliates, employees, or agents ("Representatives") who have a need to know such information to carry out the Engagement. Prior to disclosing any Confidential Information to such Representatives,

### **2. Disclosure of Confidential Information:**

During the discussions pertaining to or arising out of this Engagement, either Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") information (oral or written) comprising or relating to the existing financial reporting documents, its techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, service proposals, methods of operations, procedures, products and/or services ("Confidential Information"). Further, any materials created by any Party pursuant to this NDA including but not

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the Receiving Party shall inform them of the confidential nature of the information and ensure that they agree in writing to abide by the terms of this Agreement.

The Receiving Party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information but in no event less than the measures it uses for its own information of similar type. The Receiving Party and its Representatives shall not disclose to any unauthorized third party including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual, without seeking prior consent from the Disclosing Party (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential Engagement between the Parties, or (ii) that it has requested or received Confidential Information from the Disclosing Party, or (iii) any of the terms, conditions or any other fact about the Engagement; or (iv) the fact that this NDA exists. The Receiving Party and its Representatives will immediately notify, to the extent reasonably practicable and legally permissible, Disclosing Party of any use or disclosure of the Confidential Information that is not authorized under this Agreement. The Receiving Party and its Representatives will use reasonable efforts to assist the Disclosing Party to the extent reasonably practicable and legally permissible, in remedying any such unauthorized use or disclosure of the Confidential Information.

The obligations contained in this Section 3 will not apply to the extent that the Confidential Information (a) was part of the public domain at the time of disclosure or subsequently became part of the public domain, by publication or otherwise provided that the Confidential Information shall not be deemed to be generally available in public domain by reason only that it is known to only a few of those people to whom it may be of commercial interest ; (b) was rightfully acquired by

the Receiving Party prior to disclosure by the Disclosing Party; (c) was independently developed by the Receiving Party or its Representatives without reference to the Confidential Information; or (d) becomes lawfully available to the Receiving Party and its Representatives from a third party whom the Receiving Party and its Representatives reasonably believe to be free from any confidentiality restriction ;or (e) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; or under any law, rule or regulation provided, however, that Receiving Party and its Representatives shall provide the Disclosing Party prior written notice, to the extent legally permissible, of such requirement and shall assist the Disclosing Party in obtaining a protective order prior to such disclosure. The Receiving Party and its Representatives shall only disclose that portion of Confidential Information which is required to be disclosed legally and shall inform the relevant authorities to whom such disclosure is made, the need to keep such information disclosed confidential, if protective order is not obtained or if the Disclosing Party waives disclosure of such information.

The Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or unauthorized disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

### **4. Ownership of Materials/No Warranty:**

Disclosing Party retains all rights, title, and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party is either granted or implied by the disclosure of Confidential

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Information. Confidential Information is provided "as is" with all faults. In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information.

### **5. Term:**

This Agreement shall be valid and in force for an initial term of 2 years from the Effective Date, unless released

earlier in writing. The Receiving Party's obligations with respect to confidentiality shall survive the termination of this Agreement for an additional period of 3 years from the date of termination or expiration of this Agreement.

### **6. Return of Confidential Information:**

Return of Confidential Information. Upon the effective date of the termination of this Confidentiality & Non-Disclosure Agreement (NDA) for any reason, either Party may request in writing, and the other Party shall either, with respect to Confidential Information to which such first Party does not retain rights under the surviving provisions of this Agreement:

(i) promptly destroy all copies of such Confidential Information in the possession of the other Party and confirm such destruction in writing to the requesting Party; or

(ii) promptly deliver to the requesting Party, at the other Party's expense, all copies of such Confidential Information in the possession of the other Party;

Notwithstanding the foregoing, such other Party also shall be permitted to retain such additional copies of or any computer records or files containing such Confidential Information that have been created solely by such Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with such other Party's standard archiving and back-up procedures, but not for any other use or purpose.

7. The Receiving Party acknowledges that unauthorized use or unauthorized disclosure or threatened disclosure of the Disclosing Party's Confidential Information will cause the Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that Disclosing Party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or unauthorized disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

### **8. General:**

a) This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflicts of law provisions. The venue of any action, suit or proceeding arising out of this Agreement shall be the courts of Chennai, Tamil Nadu (India). Any disputes arising out of or in connection with this Agreement shall be resolved by a sole arbitrator to be appointed mutually by the Parties.

The Venue of arbitration shall be Chennai and language shall be English. The Award shall be a reasoned award and shall be final and binding upon the Parties. Provided that nothing contained herein shall prejudice the right of a Party to seek injunctive order / interim relief from courts in Madras High Court- Chennai, Tamil Nadu, India.

b) The Receiving Party agrees that any breach of the provisions of this Agreement by it will cause irreparable damage to the Disclosing Party for which recovery of monetary damages would be inadequate. The Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to all remedies available at law or in equity.

c) The Parties shall not assign any of their rights or obligations under this Agreement without the prior

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written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of both the Parties, its successors in interest and permitted assigns.

d) Each party confirms that it has all necessary consents and authorization in connection with entering and undertaking the obligations set herein and that the person executing this Agreement on its behalf has the authority to enter into this Agreement. This Agreement may be amended or supplemented only in writing by duly authorized representatives of both parties.

e) No term or provision hereof will be considered waived by a Party, and no breach excused by it, unless such waiver or consent is signed by an authorized representative of such Party. No consent to, or waiver of a breach by a Party,

whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by the other Party or its Representatives.

f) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as far as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

g) This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

Accepted and agreed as of the date first above written by the following authorized Party representatives:

<b>By:</b>	Detect Technologies Private Limited	<b>By:</b>	HyperThink Systems Private Limited
<b>Name:</b>	Pranab Saikia	<b>Name:</b>	Awdesh Chetal
<b>Title:</b>	HOD-Procurement & Commercials	<b>Title:</b>	CEO
<b>Date:</b>		<b>Date:</b>	11/11/2025