## MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This NDA is entered into by and between Emirates Integrated Telecommunications Company, PJSC, registered at the Dubai Department of Economic Development with commercial register number 77967 and with its main office at Al Salam Tower, Dubai Media City, PO Box 502666, Dubai, United Arab Emirates (**du**) and HYPERTHINK SYSTEMS (FZE), registered at Sharjah Airport International Free Zone, Sharjah, UAE with commercial register number 14814 and with its main office at HyperThink Systems Pvt. Ltd.,8-2-248/B/34/B, 1st Floor, Journalist Colony, Road No-3, Banjara Hills, Hyderabad, Telangana-500034.

Each a **Party** and jointly **Parties**. The Parties agree as follows:

1. **Definitions.** In this NDA **Confidential Information** means any data or information made available by a Party to the other (**Disclosing Party**) and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
   (i) the fact that discussions and negotiations are taking place concerning any proposed transactions between the Parties and the status of those discussions and negotiations;
   (ii) the terms of this NDA;
   (iii) any information that would be regarded as confidential by a reasonable business person relating to (i) the business, affairs, customers, clients, suppliers, plans of the Disclosing Party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party; and
   (iv) any information or analysis derived from the aforementioned.
   but shall not include information which:
   (i) was known, or lawfully received by, the party receiving the Confidential Information (**Receiving Party**) without restriction before receipt from the Disclosing Party;
   (ii) is or becomes publicly available through no fault, or failure of, the Receiving Party; and
   (iii) is, or has been, independently developed by the Receiving Party without contravention of the terms of this NDA.

2. **Proprietary information.** The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party.

3. **Confidentiality.** The Receiving Party must keep the Confidential Information confidential unless the Confidential Information becomes publicly available or is no longer confidential, or the Disclosing Party consents in writing to disclosure.

4. **Obligations on Receiving Party.** The Receiving Party must:
   (i) not reproduce or modify the Confidential Information in any form except as is necessary to accomplish the intent of this Agreement. Any authorized reproduction or modification of Confidential Information remains the property of the Disclosing Party;
   (ii) limit disclosure of any Confidential Information to its directors, officers, employees, contractors, agents, affiliate companies (being an entity controlling, controlled by, or under common control with such Party) if agreed in writing by the other Party or external professional advisers (collectively **Representatives**) on a "need to know" basis and only in connection with the current or contemplated business relationship between the Parties;
   (iii) advise its Representatives of the proprietary nature of the Confidential Information and require such Representatives to keep the Confidential Information confidential;
   (iv) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
   (v) not disclose any Confidential Information to any third parties other than those parties set out in (ii) above.

5. **Liability for Representatives.** Each Party is liable for any breach of this NDA by any of its Representatives.

6. **No Transfer of Rights.** No Party acquires any intellectual property rights under this NDA except the limited rights necessary to use the Confidential Information for the sole purpose of the business relationship between the Parties.

7. **Compelled Disclosure of Confidential Information.** A Party may disclose Confidential Information when compelled to do so by law, court order or regulation provided that it gives reasonable prior notice to the other Party, but only if such notice does not amount to a breach by the Party of its regulatory or legal obligations.

8. **Return of Confidential Information.** Each Party shall within 7 days of receipt of a written request either:
   (i) return the Confidential Information to the other Party; and/or
   (ii) at the other Party's option, destroy all Confidential Information (including any derivative information) stored in whatever form and certify to the other Party that this has been done.

9. **Notice of disclosure.** Each Party shall immediately notify the other of any suspected or actual loss or unauthorised use, copying or disclosure of the Confidential Information of the other Party. The Receiving Party must use best efforts to co-operate with the Disclosing Party to regain possession of Confidential Information and prevent its further unauthorized use.

10. **Remedies.** Each Party is entitled to seek damages equal to the actual loss suffered by that Party as a remedy for breach of this NDA. The Parties agree however that damages may not be an adequate remedy for any breach of this Agreement and shall be
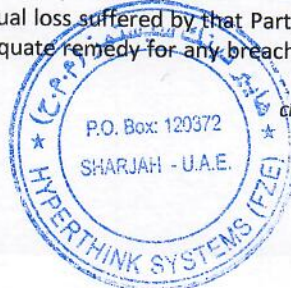
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entitled to injunctive relief, specific performance, attachment order and orders from the judge of urgent matters (in addition to any other remedies available under applicable law) as a remedy for breach of this NDA.

11. **Warranty.** Each Party warrants that it has the right to disclose any Confidential Information under this NDA. All Confidential Information is provided "AS IS" and without any warranty regarding its accuracy or performance. Neither Party is obliged to disclose any of its Confidential Information.

12. **No Partnership.** This NDA does not create a joint venture or partnership between the Parties.

13. **Entire Understanding.** This NDA constitutes the entire understanding between the Parties and supersedes any and all prior understandings and arrangements between the Parties, with respect to the Confidential Information.

14. **No Assignment.** This NDA is not assignable or transferable by either Party without the prior written consent of the other Party.

15. **Amendments and Waiver.** Any amendments must be in writing. Failure to enforce any of the provisions of this NDA will not constitute a waiver.

16. **Term.** This Agreement shall continue for a period of five (5) years from the date of signing. At the expiry date the Agreement will automatically continue until either party terminates the Agreement by giving thirty (30) days prior written notice.

17. **Survival of Rights and Obligations.** This NDA shall be binding upon, inure to the benefit of, and be enforceable by each Party, its successors and permitted assigns.

18. **Governing Law.** This NDA shall be governed by and construed in accordance with the Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai and any disputes shall be subject to the exclusive jurisdiction of the courts of Dubai.

19. **Notice.** A notice under this NDA shall be in writing and must be hand delivered or sent by prepaid post to the address of the other Party.

Emirates Integrated Telecommunications Company PJSC	
Signed by:	
Print name of signatory:	Marwan Bin Dalmook
Title of signatory:	SVP, ICT Commercial & Business Development
Date of signature:	06.07.2020
HYPERTHINK SYSTEMS (FZE)	
HyperThink Systems FZE, Saif Suite X3-30, PO Box- 120372, Sharjah, UAE	
Please sign opposite here:	
Print name of signatory:	ANDESH CHETAL
Print title of signatory:	CEO
Date of signature:	05/07/2020