

## **MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement is effective from **20/06/2025**, by and between

**HYPERTHINK SYSTEMS PVT. LTD.**, a company incorporated under the laws of <PARTNER COUNTRY>8-2-248/B/34/B, 1st Floor, Journalist Colony, Road No-3, Banjara Hills, Hyderabad, Telangana-500034 (Hereafter referred to as "Disclosing / Receiving party")

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**EVERYWHERE AS A SERVICE PVT. LTD.**, a company incorporated under the Indian Companies Act 2013 and having its office at **279, Mukherjee Nagar, New Delhi, 110009** (Hereafter referred to as "Receiving / Disclosing party")

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:

1. 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 provided herein.
2. The Receiving party shall not attempt to circumvent and go directly to the Disclosing party's clients for the purposes of gaining direct access to information, services, or offers from such client's by excluding Mutual
3. 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 the confidential information does not apply to:

- a) 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
- b) Any portion of the confidential information that is disclosed by the Receiving party with the prior written consent of the Disclosing party and
- c) 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 INDIA 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.

**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 INDIA.

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,

**EVERYWHERE AS A SERVICE PVT. LTD**



Name: Ketan  
Khanna

Designation:  
Director



For,

**HYPERTHINK SYSTEMS PVT. LTD**



Name: Awdesh  
Chetal

Designation: CEO

