

## MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is concluded and comes into force on **13 December 2023** ("Effective date") by and between:

- (1) Hyperthink Systems FZE , a company, duly formed and operating **under the laws of** The United Arab Emirates, registered number / Trade License No. 14814, with the address at: SAIF Suite Q1-04-036/C, PO Box: 120372, SAIF Zone, Sharjah, UAE, official e-mail: info@hyperthinksy.com (hereinafter – "**COMPANY**") on the one side, and
- (2) **TELTONIKA MIDDLE EAST FZE**, a private limited liability company, duly formed and operating under the laws of Dubai, United Arab Emirates, registered number **DSO-FZE-2679**, with the address at: **OFFICE A6 201, DUBAI DIGITAL PARK, DUBAI SILICON OASIS, DUBAI**, Official e-mail: **info@teltonika.ae** (hereinafter – "**TELTONIKA DUBAI**"), on the other side,

Both **TELTONIKA DUBAI** and the **COMPANY** are hereinafter referred to collectively **Parties** and individually referred to as the **Party**.

**Introduction:**

- A. Each Party wishes to enter into cooperation and to exchange information, because the Parties are evaluating the feasibility of a possible business relationship between the Parties (the **Purpose**), in accordance with the terms and conditions described in this Agreement.
- B. The Receiving party understands that the Disclosing party may disclose certain Confidential information, as further defined in clause 1, thus the Receiving party confirms that this information will be used solely in connection with the Purpose.
- C. The Parties hereby express a willingness to maintain such information confidential under the terms and conditions provided in this Agreement, and to establish the rights and obligations in respect of such information and other matters.

NOW THEREFORE the **TELTONIKA DUBAI** and the **COMPANY** hereby agreed:

**1. Definitions**

- 1.1 **Confidential information** shall mean any and all information of a commercial, technical or financial nature relating to a Party or any third party (including companies of its Group), which is not generally available to the public and which is disclosed by that Party (or by another person on behalf of that Party) to the other (whether before, on or after the date of this Agreement) including, without limitation, any information relating to, or materials of whatever nature embodying, the Disclosing party's operations, plans or intentions, information about the products being manufactured and/or traded, services being provided, generated products of intellectual activity or parts thereof, regarding researches being carried out and/or product information, know-how, processes, designs, research and development, trade secrets, business affairs, customers and clients, investments and transactions, as well as any other data related to the activity pursued by the Disclosing party, and information which the Disclosing party considers to be an industrial, commercial or technological secret, regardless of form, format or media, and whether communicated or obtained through meetings, documents, correspondence or inspection of a tangible item that is in each case either (i) by its very nature confidential; (ii) is marked as such; (iii) it is reasonable to assume to be confidential from the context.
- 1.2 **Disclosing party** shall mean a Party to this Agreement who discloses Confidential information to the Receiving party.
- 1.3 **Group** shall mean in relation to a Party, that Party, each and any subsidiary or holding company of that Party, and each and any subsidiary of such holding company.

1.4 **Receiving party** shall mean a Party to this Agreement who receives Confidential information from the Disclosing party.

1.5 **Representatives** shall mean employees, agents, contractors, directors, any advisors under statutory, contractual or professional duty of confidentiality of the Receiving party and/or the Receiving party's Group. Representative also includes any IT infrastructure provider or data processor who provides data processing, transferring, and (or) storing (including backup systems) solutions for a Party or its Representatives.

**2. Undertakings of Non-Disclosure**

- 2.1 In consideration of each of the Parties disclosing their Confidential information to the other, each Party undertakes to:
  - 2.1.1. keep the Confidential information strictly confidential, exerting reasonable efforts, to prevent the unauthorized use, dissemination or publication of the Confidential information;
  - 2.1.2. use the other Party's Confidential information exclusively for the Purpose;
  - 2.1.3. not disclose the other Party's Confidential information to any person, and prevent any such disclosure, except as expressly permitted by the terms of this Agreement.
- 2.2. The Receiving party shall provide access to the Confidential information only to its Representatives which:
  - 2.2.1. need it for performance of work functions, contractual obligations;
  - 2.2.2. have been notified that such information is Confidential information; and
  - 2.2.3. have concluded the non-disclosure agreements (identical as this agreement, or as much identical as this Agreement, unless corresponding provisions of



existing agreements already ensure the enough level of confidentiality).

- 2.3 The Disclosing party warrants that it (and its Representatives) has the right to disclose the Confidential information to the Receiving party and to authorise the Receiving party to use the Confidential information for the Purpose.

### 3. Term and Termination

- 3.1 This Agreement shall continue in full force and effect for a period of 5 (five) years from the Effective date. Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice.

- 3.2 The undertakings and warranties contained in this Agreement shall survive the expiration or the early termination of this Agreement. Each Party hereby undertakes to keep confidential all of the other Party's acquired Confidential information in any form for a period of 5 (five) years after the termination or expiration of this Agreement.

- 3.3 At the expiration or in the event of early termination of this Agreement each Party shall:

- 3.3.1. immediately discontinue all and any use of all of the other Party's Confidential information disclosed under this Agreement;
- 3.3.2. if requested by the other Party (and subject to Clause 3.4), return, destroy or erase forthwith, in any case, within fifteen (15) calendar days of the request all documents and/or other materials (whether in paper, electronic or other form) bearing or incorporating the Confidential information or any of it, and certify that same have been returned, destroyed or permanently erased; and
- 3.3.3. ensure that each of its Representatives who have been given access to the Confidential information pursuant to the terms of this Agreement are aware that the continued use of same for the Purpose is no longer permitted and that they return, destroy or permanently erase such Confidential information and any copies made by them in each case.

- 3.4 The obligation in Clause 3.3.2 to return, destroy or erase Confidential information shall not apply to:

- 3.4.1. Confidential information which has been created pursuant to the Receiving party's automatic IT back-up or internal disaster recovery procedures provided that such procedures maintain the confidentiality obligations of the information;
- 3.4.2. minutes or papers of any meeting of the Receiving party's board of directors, shareholders; or
- 3.4.3. the retention of Confidential information by the Receiving party and its Representatives to comply with applicable law, rule, regulation, professional record-keeping obligations, internal compliance procedure and internal document retention policies or any competent judicial, governmental, supervisory or regulatory body.

### 4. Exceptions

- 4.1 The information shall not be considered Confidential information which:

4.1.1. is or becomes generally available to the public through no act of default on the part of the Receiving party or any of its Representatives; provided that, for the avoidance of doubt, disclosure to a governmental entity (domestic or foreign) shall not be considered as "generally available to the public"; or

4.1.2. had been the property of the Receiving party before the receipt from the Disclosing party; or

4.1.3. have been lawfully disclosed to the Receiving party by third party without restrictions; or

4.1.4. information that was developed independently by the Receiving party, without use of or reference to the Confidential information.

4.2. The disclosure of Confidential information will not be a breach of this Agreement if the Receiving Party is required to disclose by law, by any governmental or other regulatory authority or by court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party a written notice of this disclosure as possible. The scope of such disclosure is limited to a minimum degree reasonably possible under such circumstances.

### 5. Ownership

5.1 Unless specified otherwise in writing, the Confidential information:

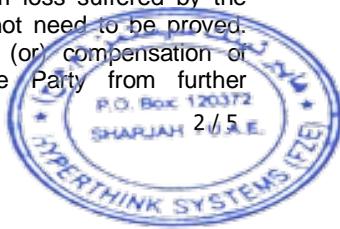
- 5.1.1. remains the property of the Disclosing party, and
- 5.1.2. may be used by the Receiving party only for the Purpose agreed upon by the Parties.

### 6. Remedies

6.1 The Parties acknowledge that any breach of the provisions contained in this Agreement may cause immediate, substantial and irreparable harm, the value of which would be very difficult to determine, and that monetary damage alone will not be an adequate remedy. Accordingly, the Parties agree that, in addition to any other remedies that may be available under the Agreement, in law, equity or otherwise for the disclosure or use of Confidential Information in breach of this Agreement, the Disclosing Party shall be entitled to seek and obtain a temporary restraining order, injunctive relief or other equitable relief against the continuance of such breach or threatened breach of this Agreement, to be issued by any court of competent jurisdiction, in addition to all other remedies available under this Agreement, at equity or at law.

6.2 Each Party hereby agrees to indemnify and hold harmless the other from and against all damages (except indirect damages) that may arise from breaches of this Agreement. In the event of such breach, the Party having breached this Agreement shall compensate direct, reasonable losses incurred by the other Party.

6.3 If any payable penalties for the breach of this Agreement have been pre-agreed by the Parties, the Parties confirm that the monetary penalty shall be considered to be the minimum loss suffered by the Disclosing party which does not need to be proved. Payment of the penalty and (or) compensation of losses shall not relieve the Party from further



performance of obligations assumed by the Agreement.

## 7. Intellectual Property Rights

- 7.1 Neither Party acquires any Intellectual Property Rights under this Agreement or through any other disclosure, except for the limited right to use such Confidential information in accordance with this Agreement.
- 7.2 The Disclosing party shall remain the owner of all Confidential information it discloses.

## 8. Further rights and duties

- 8.1 Both Parties recognize that the other Party may be engaged in the development of products that may be competitive with those of the other Party. Nothing in this Agreement shall be construed to prohibit a Party from engaging in the research, development, marketing, sale or licensing of any product independently developed and produced without the use of the other Party's Confidential information.
- 8.2 The Receiving party shall not reverse-engineer, decompile, or disassemble any software or hardware disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of Confidential information it obtains from the Disclosing party.

## 9. Notifications

- 9.1 All legal notices under this Agreement will be in writing and delivered by courier or reputable international delivery service with written verification of receipt, or by registered mail, return receipt requested, postage prepaid, and in each instance will be deemed given upon receipt. The notices may also be sent by e-mail. All legal notices will be addressed to contacts as settled in requisites of the Parties above.
- 9.2 The Parties confirm that they shall consider the e-mail messages sent to the addresses or numbers indicated in this Agreement as notifications duly submitted hereunder, without requiring these notifications to be signed by an electronic signature or a confirmation that such notification has been read or received be obtained. Upon a change of the Parties' details indicated in this Agreement the Parties undertake to immediately notify each other thereof, otherwise notifications sent to the know addresses shall be considered duly sent and received.

## 10. Governing law and Jurisdiction

- 10.1 This Agreement shall be performed in accordance with the laws of the Dubai, United Arab Emirates. To solve any dispute arising from this Agreement, the Parties expressly confirm the jurisdiction of the competent courts in Dubai.
- 10.2 The Parties undertake to seek an amicable settlement of any dispute, disagreement or any variances

regarding interpretation, performance or breach of this Agreement, arising between them.

## 11. Trade sanctions

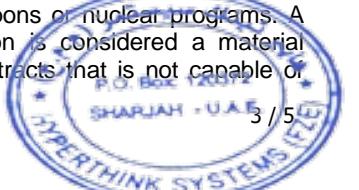
- 11.1 **Resale Restriction.** If the Parties would enter into a business relationship (either by signing a separate contract or by confirming purchase orders, issuing invoices) (hereinafter referred to as **Other Contracts**), the COMPANY hereby agrees that it should not sell goods and/or services, assign, transfer, pledge or make them available by any other means to any territory, entity or individual included into the United Nations, the European Union, the United States of America or any other relevant jurisdiction's sanctions list (relevant jurisdiction shall mean jurisdiction where Parties are established or jurisdiction where delivery takes place). The COMPANY hereby agrees that following [Teltonika Prevention of Money Laundering Policy](#), it should not directly or indirectly sell the goods and/or services, assign, transfer, pledge or make them available by any other means to the territories of Russian Federation, Republic of Belarus and Ukraine government uncontrolled territories of Ukraine. A violation of this restriction is considered a material breach of the Other Contracts that is not capable of being remedied and constitutes grounds for termination with an immediate effect. This condition survives beyond termination or expiration of the Agreement or the Other Contracts.

- 11.2 **Sanctioned party.** Each Party warrants that as of the date of the Agreement it or any entity or person that has direct or indirect control of fifty percent or more of its shares ("Beneficiaries") are not subject to any sanctions, restrictive measures or other mandatory regulations of the same nature enforced by the United Nations, the European Union, the United States of America or any other relevant jurisdiction. In case one of the Parties becomes a subject of sanctions:

- 1) the sanctioned Party is obliged to immediately inform the other Party as set in Article 9;
- 2) the unsanctioned Party shall have a right to suspend the Other Contracts for the duration of sanctions and/or initiate negotiations to mutually terminate the Other Contracts and/or unilaterally terminate the Other Contracts with immediate effect.

In the event that the Other Contracts is suspended and/or terminated due to here mentioned circumstances, the Parties shall be relieved from any liability for improper performance of the non-fulfilled obligations.

- 11.3 **End users:** The COMPANY warrants and agrees to put its best efforts that the goods will only be used for civil end-uses and will not be sold, exported, re-exported or otherwise transferred, directly or indirectly, to be used in military sector without License or License Exception issued by the authorities of the United States of America and/or the European Union, or to any end users related by any means with development of chemical, biological weapons or nuclear programs. A violation of this restriction is considered a material breach of the Other Contracts that is not capable of



being remedied and constitutes grounds for termination with an immediate effect. This condition survives beyond termination or expiration of the Agreement or the Other Contracts.

- 11.4 **Cooperation:** Upon being requested and no later than within 5 (five) working days, the COMPANY undertakes to provide a copy of the customs declaration, an extract from the commercial register, the description of COMPANY's activities and products end using or other documents which are required to be presented to the customs in connection with the goods sold under the Other Contracts.

## 12. Warranty

- 12.1 Each Party warrants that it has the right to disclose, exchange, transmit, publish or otherwise use the Confidential information it discloses to the other Party.
- 12.2 The Disclosing party does not make any representation or warranty as to the accuracy or fitness of the Confidential information for the intended Purpose of the Receiving party and/or for the potential results to be obtained with the use of this Confidential information.

## 13. Personal data

- 13.1 Each Party may provide access to personal data on its employees and more generally any person, whether employed or not, participating in its activity (corporate officers, staff, consultants), to the other Party for the performance of this Agreement. The Party receiving personal data will act as the controller and shall comply with its obligations under the personal data regulation. In this context, each Party is responsible for providing on behalf of the other Party to its relevant personnel any information relating to the processing of personal data implemented by that other Party.
- 13.2 Personal data shall be collected and processed according to the applicable laws and regulations.

## 14. Assignment

- 14.1 This Agreement and the rights and obligations hereunder may not be transferred or assigned without the prior written approval of the other Party (except Party's Group companies), such approval not to be unreasonably withheld or delayed.

- 14.2 Parties shall ensure suitable means, not necessarily identical agreements with its Representatives that they at least acknowledge the confidentiality obligations laid down in this Agreement as binding for themselves, unless corresponding provisions in signed agreements (employment or other contracts) already ensure this.

## 15. Severability

- 15.1 If any provision of this Agreement is found by an authority having jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 15.2 Nothing in this Agreement will be construed as obligating either Party to enter into any business relationship or transaction with the other, nor as restricting either Party's freedom to sell or buy, or have direct and (or) indirect relations with any third party.

## 16. General Provisions

- 16.1 This Agreement replaces all prior considerations and written documents regarding the object of this Agreement and serves as a complete agreement between the Parties regarding the object hereof.
- 16.2 No waiver of rights or amendment of this Agreement shall be binding on any of the Parties unless submitted in writing and signed by representatives duly authorized by each Party and no failure or delay in exercising any right shall be considered a waiver thereof.
- 16.3 Save as expressly stated herein, this Agreement represents the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements, understandings or commitments between the Parties whether oral or written with respect to the subject matter hereof.



**IN WITNESS THEREOF, THE PARTIES HERETO DULY REPRESENTED HAVE SIGNED THE PRESENT AGREEMENT**

Executed in two original counterparts, each Party acknowledging receipt of one. If a Party elects to sign this Agreement electronically, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as a handwritten signature.

For and on behalf of  
**TELTONIKA MIDDLE EAST FZE**

Full name: **Mindaugas Videika**  
Title: **Director and Manager**


For and on behalf of  
**HyperThink Systems**

Full name: **Mr. Awadesh Chetal**  
Title: **Chief Executive Officer**

