

NON-DISCLOSURE AGREEMENT

SEQUENS LLP | QuantaRoute | TAP - TheAquaPorter

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into on this 2nd day of July, 2026 (the "Effective Date"), at West Bengal, India.

BY AND BETWEEN:

SEQUENS LLP, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Sandalpur, Sitalpur, Nandakumar, 721632, West Bengal, India (hereinafter referred to as the "Disclosing Party" or "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliates, and permitted assigns) of the FIRST PART;

AND

[Name of Individual/Company], having its address/registered office at [Address of Receiving Party] (hereinafter referred to as the "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, affiliates, and permitted assigns) of the SECOND PART.

The Disclosing Party and the Receiving Party are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Disclosing Party is a technology and e-commerce company engaged in the development and operation of a dual-product platform, including but not limited to "QuantaRoute" (a Software-as-a-Service / SaaS platform) and "TAP - TheAquaPorter" (an E-commerce platform) (collectively referred to as the "Business").
- B. The Parties are evaluating a potential business relationship, investment, partnership, or employment arrangement (the "Purpose").
- C. In the course of evaluating and executing the Purpose, the Disclosing Party may disclose certain proprietary, sensitive, and confidential information to the Receiving Party.
- D. The Receiving Party agrees to receive such information strictly on a confidential basis and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" shall mean any and all non-public, proprietary, or sensitive information disclosed by the Disclosing Party (whether directly or indirectly, in writing, orally, electronically, or by

inspection of tangible objects) relating to the Company, QuantaRoute, and TAP - TheAquaPorter. This includes, without limitation:

- (a) Technical Information: Source code, object code, algorithms, software architecture, SaaS infrastructure designs, APIs, UI/UX designs, database schemas, hardware configurations, and technical documentation.
- (b) Business and E-commerce Information: Trade secrets, business plans, financial models, pricing structures, revenue data, investor pitch decks, marketing strategies, and operational processes.
- (c) Data: Customer lists, vendor and supplier details, logistics protocols, user analytics, and personally identifiable information (PII) protected under the Information Technology Act, 2000 and applicable data protection laws in India.
- (d) Intellectual Property: Unfiled patent applications, trademarks, copyrights, and product roadmaps.

2. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- (a) Hold the Confidential Information in strict confidence and take all reasonable precautions to protect such information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials).
- (b) Not disclose any Confidential Information to any third party, except to its employees, directors, or professional advisors who have a strict "need to know" for the Purpose, provided they are bound by confidentiality obligations at least as restrictive as those contained herein.
- (c) Not use the Confidential Information for any purpose whatsoever other than for the specific Purpose stated in this Agreement.
- (d) Not reverse engineer, decompile, or disassemble any software, algorithms, or prototypes provided by the Disclosing Party.

3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations under Section 2 shall not apply to information that the Receiving Party can demonstrate by written records:

- (a) Was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party;
- (b) Was known to the Receiving Party, without restriction, at the time of disclosure;
- (c) Is disclosed with the prior written approval of the Disclosing Party; or
- (d) Is independently developed by the Receiving Party without any use of or reference to the Disclosing Party's Confidential Information.

4. COMPELLED DISCLOSURE

If the Receiving Party is required by applicable law, court order, or governmental authority to disclose any Confidential Information, it shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice of such request so that the Disclosing Party may seek a protective order or other appropriate remedy.

5. OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

The Receiving Party acknowledges that all Confidential Information, including all intellectual property rights related to QuantaRoute and TAP - TheAquaPorter, remains the sole and exclusive property of SEQUENS LLP. Nothing in this Agreement shall be construed as granting any rights, license, trademark, patent, or copyright to the Receiving Party, by implication, estoppel, or otherwise.

6. RETURN OR DESTRUCTION OF MATERIALS

Upon the written request of the Disclosing Party, or upon the termination of the Purpose, the Receiving Party shall immediately return or securely destroy all tangible and electronic copies of the Confidential Information in its possession or control, and shall provide a written certificate confirming such destruction.

7. NON-SOLICITATION and NON-COMPETE

For a period of two (2) years following the Effective Date of this Agreement, the Receiving Party shall not directly or indirectly:

- (a) Solicit, entice away, or attempt to hire any employee, consultant, or contractor of SEQUENS LLP.
- (b) Solicit or attempt to divert the business of any client, customer, vendor, or partner of QuantaRoute or TAP - TheAquaPorter.

8. TERM AND SURVIVAL

This Agreement shall remain in effect for a period of three (3) years from the Effective Date. However, the obligations of confidentiality regarding Trade Secrets, Source Code, and Intellectual Property shall survive indefinitely.

9. REMEDIES

The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information would cause irreparable harm to the Disclosing Party, the extent of which would be difficult to ascertain. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief to enforce the terms of this Agreement, in addition to any other legal remedies (including monetary damages) available under Indian law.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts located in the State of West Bengal, India.

11. MISCELLANEOUS

- (a) Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter herein.

(b) Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(c) Waiver: No failure or delay by the Disclosing Party in exercising any right under this Agreement shall operate as a waiver.

(d) Amendments: Any amendments to this Agreement must be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date first written above.

For Disclosing Party: SEQUENS LLP

Name: _____ Signature: _____
Title: _____
Date: _____

For Receiving Party: [Insert Name]

Name: _____ Signature: _____
Title: _____
Date: _____

(Witness signatures optional but recommended)

Witness 1: _____ Witness 2: _____