

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into as on 6th March, 2024 (the “**Effective Date**”)

BY AND BETWEEN

RIVERSYS TECHNOLOGIES PRIVATE LIMITED (CIN: U72900DL2020PTC362858), a private limited company incorporated under the provisions of Companies Act 2013, having its address at 302, Plot No 15, 3rd Floor, Kumar Tower, Wazirpur Industrial Area, Delhi North West, 110052, India (hereinafter referred to as “**Riversys**”, which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the **FIRST PART**,

AND

NeuroDiscovery AI Inc, a [company incorporated under the Companies Act, 2013] and having its registered office at 4080 McGinnis Ferry Rd Bld 1400 STE 1404 Alpharetta, GA, USA 30005 (hereinafter collectively to be referred to as “[●]”, which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns).

Riversys and NeuroDiscovery AI Inc shall hereinafter be referred to as such or collectively as “**Parties**” and individually as “**Party**”.

WHEREAS

- a. The Parties herein wish to pursue Discussions and negotiate with each other for the Purpose (*defined hereinafter*);
- a. The Parties contemplate that with respect to the Purpose, the Discloser may exchange certain information with the Recipient that the Discloser regards as proprietary and confidential; and
- a. The Recipient wishes to review such information including the Confidential Information (*defined hereinafter*) of the Discloser for the sole purpose of determining their mutual interest in engaging in the Purpose;

IN CONSIDERATION OF THE MUTUAL EXCHANGE OF CONFIDENTIAL INFORMATION, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1. In this Agreement, the following capitalised words and expressions have the following meanings:

“Business Day” means any day other than a Saturday, a Sunday, or a public holiday in the country/state in the country/state in which a notice under this Agreement is to be received;

“Business Hours” means from 09:00 IST to 18:00 IST on a Business Day;

“Confidential Information” means the information described in Clause 2.1 (including the examples in Clause 2.2) but excluding the information described in Clause 2.3;

“Discloser” means the Party disclosing Confidential Information;

“Discussions” means any and all discussions and exchanges of information (whether oral or in writing) and any and all documents and materials (in any format and however shared), in each case relating to the Purpose;

“Group Company” means any person controlled by, controlling or in common control with any Party, as applicable, together with any person that controls or is under the control of such persons. A person shall be deemed to control another person if: (i) it possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the other person, whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise (**“Means of Control”**); and/or in any event (ii) it holds more than fifty percent (50%) of any one of the Means of Control of such other person;

“Purpose” means the intent to evaluate the possibility of the Parties (and/or their Group Companies) entering into a business transaction;

“Recipient” means the Party receiving Confidential Information; and

“Representatives” means in relation to a Party: (a) its Group Companies; and (b) its and its Group Companies’ officers, employees, professional advisors and (to the extent engaged in connection with the Purpose) consultants.

1. The terms “including”, “include(s)”, “such as” or any similar expression shall be construed as illustrative, without limiting the sense or scope of the words preceding them.
1. References to persons shall be deemed to include natural persons companies and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organisations (whether or not in each case having separate legal personality).

1. CONFIDENTIAL INFORMATION

1. **Confidential Information** means: (a) the existence and contents of this Agreement and the Discussions; (b) all information relating to Discloser, its Group Companies, and/or its/their business, disclosed to Recipient by Discloser or its Representatives during Discussions or otherwise in connection with the Purpose; and (c) any other information made available to Recipient by Discloser or its Representatives which is either marked or otherwise indicated to be confidential or which Recipient ought reasonably understand to be confidential, in each case whether disclosed or made available before, on or after the Effective Date.

1. The information intended to be covered by Clause 2.1 shall include, but not limited to, the following types of information, whether past, current, planned or under development, relating to Discloser, its Group Companies, its/their business and/or its/their suppliers, customers and other third parties: inventions; ideas(whether protected or not under the relevant intellectual property rights laws); discoveries; prototypes; compositions; systems; methods; formulae; know-how; databases; games, platforms, software, devices and other products; actual, anticipated and modelled player, supplier and other third party relationships and data; financial information of any kind; information relating to employees, consultants and freelancers (including information related to performance, skill sets and compensation); research and development processes, strategies and results; marketing and advertising models, strategies, campaigns, results and data; market share statistics; press releases and other PR materials; promotions, offerings and incentives; projects; proposals; business ventures; corporate strategy; corporate descriptions and organisational charts; business policies and procedures; license and regulatory information; reports; any intellectual property.

1. Confidential Information does not include information falling within the description set out in Clause 2.1 (including the examples set out in Clause 2.2) which: (a) is in the public domain other than as a result of a breach of this Agreement; (b) is lawfully in the possession of Recipient or its Representatives free of any restriction as to its use or disclosure; (c) Recipient can evidence it or any of its Representatives has developed independently of and without reference to any information disclosed by or on behalf of Discloser or its Representatives; or (d) has been expressly specified by Discloser or its Representatives as not confidential.

1. OBLIGATIONS OF CONFIDENTIALITY

1. Recipient shall:
 1. not disclose, in any manner or form, the Confidential Information, or any part thereof, to any third party without Discloser's prior written consent (except as permitted under Clause 4);

 1. not use, copy, exploit, reduce to writing or otherwise record the Confidential Information except to the extent necessary for the Purpose;

 1. establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use, which measures shall: (a) be no less adequate than Recipient uses to protect its own confidential information; and (b) include any reasonable security measures proposed by Discloser or its Representatives from time to time; and

 1. notify Discloser immediately on discovery of any unauthorised use or disclosure of the Confidential Information or any other breach of this Agreement, co-operate with Discloser's reasonable requests in relation to such use or disclosure, and take all reasonable steps to prevent future unauthorised use or disclosure.

1. PERMITTED DISCLOSURES

1. Disclosure to Representatives

1. Recipient may disclose Confidential Information to its Representatives on a need-to-know basis, as necessary for the Purpose, provided that, before making such disclosure it: (a) informs the Representatives of the confidential nature of the Confidential Information; and (b) ensures such Representatives are under obligations of confidentiality that are no less strict than those contained in this Agreement.
1. Recipient shall be primarily liable for the actions or omissions of such Representatives in relation to the Confidential Information as if they were the actions or omissions of Recipient.
1. Any disclosure of Confidential Information by or on behalf of Discloser directly to Recipient's Representatives during Discussions or otherwise shall be deemed to be a disclosure of Confidential Information by Recipient to its Representatives for the purposes of Clauses 4.1.1 and 4.1.2 and the provisions of Clauses 4.1.1 and 4.1.2 shall apply to such disclosure.

1. Mandatory Disclosure

1. Subject to Clause 4.2.2, Recipient and its Representatives may disclose Confidential Information to the extent required by applicable law, any governmental or regulatory authority (including any gaming authority/regulator or securities exchange), or by a court or other authority of competent jurisdiction.
1. Before Recipient or its Representatives makes a disclosure pursuant to clause 4.2.1, Recipient shall, to the extent legally permitted to do so: (a) provide Discloser with as much notice of such disclosure as is reasonably possible; and (b) take into account (and procure its Representatives also take into account) the reasonable requests of Discloser in relation to the content of the disclosure.

1. TERM

This Agreement takes effect from the Effective Date and shall automatically terminate on the earliest of the date that either: (a) the relevant information ceases to be Confidential Information (other than through a breach of this Agreement); or (b) the Parties enter into a fully executed written agreement for the relevant business transaction anticipated by the Purpose that includes equivalent obligations of confidentiality to those set out in this Agreement.

1. ACKNOWLEDGEMENTS

1. Each Party reserves all rights in its Confidential Information. The disclosure of Confidential Information under this Agreement does not give Recipient, Recipient's Representatives or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.

1. The disclosure of Confidential Information under and entry into this Agreement shall not constitute an offer by either Party capable of acceptance in relation to any transaction contemplated by the Purpose.
1. The Recipient acknowledges that: (a) Confidential Information is provided “as is”; and (b) neither Discloser nor its Representatives (i) makes any express or implied representation or warranty as to the accuracy or completeness of the Confidential Information; or (ii) has any liability in respect of any errors in the Confidential Information or Recipient’s or Recipient’s Representatives’ use or evaluation of the Confidential Information.

1. RETURN OF CONFIDENTIAL INFORMATION

1. If so requested by or on behalf of Discloser at any time by notice in writing to Recipient, Recipient shall and shall procure that its Representatives shall: (a) promptly destroy or return to Discloser all documents and materials in its and its Representatives’ possession which contain Confidential Information; (b) erase all Confidential Information from its and its Representatives computer and communications systems and devices, or which is otherwise stored in electronic form; (c) to the extent technically and legally possible, erase all Confidential Information which is stored in electronic form on systems and data storage services provided to it or its Representatives by third parties; and (d) certify in writing to Discloser that it has complied with the requests of Discloser set out in any notice under this Clause.
1. Nothing in Clause 7.1 shall require Recipient or its Representatives to return or destroy any documents or materials containing Confidential Information that Recipient or its Representatives are required to retain by applicable law, any governmental or regulatory authority (including any gaming authority/regulator or securities exchange), or by a court or other authority of competent jurisdiction. Notwithstanding anything contrary contained in this Agreement, the provisions of this Agreement shall continue to apply to any such documents and materials retained by Recipient and its Representatives.

1. NOTICES

1. All notices under this Agreement must be in writing, signed by or on behalf of the Party giving it, and sent to the receiving Party’s current address for notices (as specified above or later notified under Clause 8.4).
1. Subject to Clause 8.3, notices under this Agreement may be sent as follows: (a) personally by hand, in which case they will be deemed received on the date and at the time they are delivered, subject to valid proof of delivery (such as a date and time stamped photograph); (b) by prepaid tracked courier service (domestic or international), in which case they will be deemed received on the date and at the time the tracking receipt confirms they have been delivered to the relevant Party; or (c) by email, in which case they will be deemed received on the date and at the time they are transmitted.

1. Notices must be delivered during Business Hours. If they are received outside of Business Hours, they will be deemed received on the next Business Day.

1. A Party may change its address for notices from time to time by providing notice of the new address(es) to the other Party in accordance with this Clause 8.

1. MISCELLANEOUS

1. **Inadequacy of Damages:** Without prejudice to any other rights or remedies that Discloser may have, Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this Agreement by Recipient or its Representatives. Accordingly, Discloser shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

1. **Waiver:** No failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of any such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of any such right or the exercise of any other right.

1. **Remedies:** The remedies provided in this Agreement are cumulative and are not exclusive of any other remedies provided by law or equity.

1. **Severance:** If any provision of this Agreement should be held invalid, illegal or unenforceable in any respect: (a) the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired; and (b) if any such provision would be valid or enforceable if some part of the provision were deleted or modified, such provision shall apply with such modifications as may be necessary to make it valid.

1. **Variation:** This Agreement may not be amended except by an instrument in writing signed on behalf of each Party.

1. **Entire Agreement:** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings (both oral and written) between the Parties with respect to the subject matter of this Agreement. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether innocently or negligently) that is not set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for pre-contractual fraud.

1. **Assignment:** (a) Except as set out in clause 9.7(b), neither Party may assign or otherwise transfer to any third party any of its rights and/or obligations under this Agreement, in whole or in part, except with the prior written consent of the other Party. (b) A Party may, at any time, directly or indirectly assign or transfer all of its rights and obligations under this Agreement to any of its Group Companies or to any entity in the event of a merger or acquisition of such Party's business, without the need for the other Party's prior written consent, though notice of such dealing must be given to the other Party and provided that such assignee is bound by all of the obligations of the Recipient under this Agreement.

1. **No Partnership:** Nothing in this Agreement creates or shall: (a) be deemed to have created a partnership or joint venture between the Parties; (b) constitute either Party the agent of the other Party; or (c) authorise either Party to make or enter into any commitment on the other Party's behalf or in the other Party's name.

1. **Survival:** Notwithstanding the termination of this Agreement, all provisions which by their nature are intended to survive the termination of this Agreement shall survive termination including Clause 7 (*Return of Confidential Information*) and Clause 9.10 (*Governing Law and Jurisdiction*) and this Clause 9.9.

1. **Governing Law and Jurisdiction:**

1. This Agreement is governed by and shall be construed in accordance with the laws of India.

1. Any dispute arising out of or in connection with this Agreement shall, at first instance, be attempted to be resolved through negotiations in good faith between the Parties. In the event such negotiations do not resolve the dispute in a successful manner, or there exist exigent circumstances which require negotiations to be foregone, the dispute shall be resolved by arbitration.

1. Any dispute not resolved between the Parties shall be referred to and finally resolved by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996 and the rules thereunder for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The language of the arbitration shall be English. The seat of the arbitration shall be New Delhi, India.

1. Subject to the aforementioned, the courts of New Delhi shall have exclusive jurisdiction over any claim, dispute or difference relating to this Agreement. Nothing in this clause shall limit the right of a Party, at any time: (a) to seek injunctive relief against the other Party in the courts of any jurisdiction in the case of any breach or threatened breach by such other Party or its Representatives of any obligation of confidentiality in that jurisdiction; or (b) to commence any proceedings against the other Party in the courts of any appropriate jurisdiction where this is reasonably necessary to either (i) avoid any loss of a claim due to any statutes of limitations or (ii) protect Discloser's intellectual property rights in the relevant jurisdiction.

1. **Counterparts:** This Agreement may be executed manually and/or electronically in counterparts, which counterparts shall form one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month, and year first hereinabove written.

garima@neurodiscovery.ai

For
Neurodiscovery AI Inc

Name: Garima Bajoria
Designation: Chief of Staff
Date: 6th March 2024

Aayush Choudhury

For
**RIVERSYS TECHNOLOGIES
PRIVATE LIMITED**

Name: Aayush Ghosh Choudhury
Designation: CEO and Co-Founder
Date: 6th March 2024

Signature Certificate

Reference number: O83MB-HBWTM-HCWX8-YYRLP

Signer

Timestamp

Signature

Email: garima@neurodiscovery.ai

Sent:

06 Mar 2024 10:25:56 UTC

Viewed:

06 Mar 2024 10:46:00 UTC

Signed:

06 Mar 2024 10:46:53 UTC

garima@neurodiscovery.ai

Recipient Verification:

✓ Email verified

06 Mar 2024 10:46:00 UTC

IP address: 49.43.243.58

Location: Bengaluru, India

Aayush Choudhury

Email: aayush@scrut.io

Sent:

06 Mar 2024 10:25:56 UTC

Viewed:

06 Mar 2024 10:48:45 UTC

Signed:

06 Mar 2024 10:49:02 UTC

Aayush Choudhury

Recipient Verification:

✓ Email verified

06 Mar 2024 10:48:45 UTC

IP address: 122.161.49.206

Location: Noida, India

Document completed by all parties on:

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