

Confidentiality and Nondisclosure Agreement

This Confidentiality and Nondisclosure Agreement ("**Agreement**") is entered into and is effective as of the **11-September-2020** ("**Effective Date**") by and between **GAME AND APP STUDIO**, a Partnership Company, having its registered office at **Plot No. F-452, Phase 8B Industrial Area, Mohali Punjab 160062** and _____ with its principal place of business at _____ ("**Agreeing Party**"). **Game and App Studio** and Agreeing Party may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1. Purpose; Disclosure. **Game and App Studio** and Agreeing Party intend to engage in discussions concerning a potential business relationship or opportunities of mutual interest (the "**Purpose**"). In connection with such discussions, **Game and App Studio** may disclose information that is considered confidential and proprietary or otherwise not generally available to the public. In order to protect **Game and App Studio**' proprietary, confidential and non-public information, the Parties have agreed to the following provisions with respect to confidentiality of such information:

2. Confidential Information. As used in this Agreement, "**Confidential Information**" means all nonpublic information disclosed by **Game and App Studio** or its employees and agents to Agreeing Party and/or its Personnel (as defined in Section 4 below), either directly or indirectly, tangible or intangible, in writing, orally, electronically or through any other media format, that is designated by **Game and App Studio** as "confidential", "proprietary" or some similar designation or that, given the nature of the information and/or the circumstances surrounding any such disclosure, should reasonably be considered as Confidential Information. As used in this Agreement, Confidential Information shall include, without limitation,

- (i) Nonpublic information relating to **Game and App Studio's** internal communications, employees, consultants, directors, shareholders, agents, vendors and suppliers,
- (ii) **Game and App Studio's** business, business plans, business models, financial statements, financial position, financial projections, budgets, estimates and analyses, financing plans, valuations, capitalization,
- (iii) **Game and App Studio's** customer or prospect information, sales data, sales projections, market data, technology, intellectual property, technical information, test data, processes, methods, software, source code, algorithms, schematics, concepts, ideas, invention summaries, programs, prototypes, techniques, know-how, strategies, technical requirements of customers, or other trade secrets,
- (iv) **Game and App Studio's** products and services, product and/or service pricing and pricing strategies, marketing ideas and plans, and
- (v) Third-party information that **Game and App Studio** is obligated to keep confidential.
- (vi) Confidential employee information such as salaries, promotions, performance review information etc.

3. Exclusions. Confidential Information will not include information which

- (i) is, or hereafter becomes, through no act or failure to act on the part of either Party, generally known or available to the public,
- (ii) was acquired by Agreeing Party before receiving such information from **Game and App Studio** (as shown by the Agreeing Party's files and records), without restriction as to use or disclosure;

- (iii) is hereafter rightfully provided to the Agreeing Party by a third party lawfully in possession of such information, without a breach of such third party's obligation of confidentiality with respect to such information, without restriction as to use or disclosure; or
- (iv) is independently developed by Agreeing Party without reference or reliance on Confidential Information of **Game and App Studio**.

4. Use of Confidential Information. The Agreeing Party agrees not to use, directly or indirectly in whole or in part, any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Purpose. Except as expressly provided for in this Agreement, the Agreeing Party shall not disclose Confidential Information to any person(s) without **Game and App Studio's** prior written consent. The Agreeing Party shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, or any portion thereof, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Agreeing Party shall not export any Confidential Information in any manner contrary to the export regulations of the United States. The Agreeing Party agrees

- (i) to hold **Game and App Studio's** Confidential Information in strict confidence, and
- (ii) not to disclose such Confidential Information to any other person(s). Notwithstanding the foregoing, the Agreeing Party may disclose the Confidential Information to its responsible employees, contractors, professional advisors, entities controlled by it and its investors ("**Personnel**") with a bona fide need to know but only to the extent necessary to carry out the Purpose. The Agreeing Party shall instruct all such Personnel that such information is subject to the restrictions of this Agreement and not to disclose such Confidential Information to others, without the prior written consent of **Game and App Studio**, and the Agreeing Party shall be fully responsible for any breach of this Agreement by its Personnel.

5. No Announcements. The Agreeing Party will not disclose to any person this Agreement, in whole or in part and/or the fact that discussions or negotiations are taking place concerning the Purpose or any of the terms, conditions or other facts with respect to the Purpose, including without limitation the status of the discussions contemplated herein.

6. Disclosures to Governmental and Judicial Entities. The Agreeing Party may disclose Confidential Information as required to comply with legal process or binding orders of governmental entities having jurisdiction over such Confidential Information, provided that the Agreeing Party

- (i) gives **Game and App Studio** prompt written notice (to the extent permitted by law) to allow **Game and App Studio** to seek a protective order or other appropriate remedy,
- (ii) cooperate with **Game and App Studio** in obtaining such an order or other relief,
- (iii) discloses only such information, in the opinion of Agreeing Party's counsel, that is specifically required by the requesting governmental or judicial entity, and
- (iv) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. Notice of Unauthorized Use. The Agreeing Party shall notify **Game and App Studio** immediately in writing upon discovery of any unauthorized use or disclosure of Confidential Information (or any portion thereof) or any other breach of this Agreement by the Agreeing Party and/or its Personnel. The Agreeing Party shall cooperate with **Game and App Studio** in every reasonable way to assist **Game and App Studio** in regaining possession of such Confidential Information and prevent its further unauthorized use.

8. Return of Confidential Information. The Agreeing Party shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following **Game and App Studio's** written request; provided, however, that, subject to the provisions of this Agreement, the Agreeing Party may retain one copy of such materials in the confidential, restricted access files of its legal department or its outside legal counsel for use only in the event a dispute arises between the Parties related to the Purpose and only in connection with that dispute. Upon **Game and App Studio's** request, the Agreeing Party shall promptly provide written certification of its compliance with this Section 8.

9. Ownership of Confidential Information. Nothing in this Agreement is intended to grant any rights to **Game and App Studio's** patents, copyrights, trade secrets, trademarks or service marks of **Game and App Studio**. All Confidential Information shall remain the exclusive right of **Game and App Studio**. Both Parties recognize and agree that nothing contained in this Agreement will be construed as granting any rights, whether express or implied, by license or otherwise, to any Confidential Information except as specified in this Agreement or may otherwise be agreed by **Game and App Studio** in writing.

10. Injunctive Relief. Agreeing Party acknowledges that all Confidential Information of **Game and App Studio** is owned solely by **Game and App Studio** and that any unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury to **Game and App Studio**, the degree of which may be difficult or impossible to ascertain and for which there is no adequate remedy at law. Accordingly, the Agreeing Party understands that **Game and App Studio** is the intended beneficiary of this Agreement and as such, **Game and App Studio** will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for any such breach. **Game and App Studio's** rights under this Agreement are cumulative and **Game and App Studio's** exercise of one right shall not waive **Game and App Studio's** right to assert any other legal remedy.

11. Termination. This Agreement shall automatically terminate upon the completion or termination of the Parties' discussions regarding the Purpose; provided, however, that, notwithstanding any such completion or termination of the discussions, Agreeing Party's obligations under this Agreement shall survive for a period of three (3) years following the Effective Date of this Agreement. Notwithstanding the foregoing, Sections 8, 9, 10, 11, 12, 14 & 15 will survive the expiration or any termination of this Agreement.

12. No Warranty. The Agreeing Party understands that **Game and App Studio** makes no representation or warranty, express, implied, statutorily or otherwise, as to the accuracy, completeness, functionality, non-infringement, fitness for a particular purpose or merchantability of the Confidential Information, or any other information, which **Game and App Studio** furnishes to the Agreeing Party in the course of the discussions contemplated hereby. The Agreeing Party agrees that **Game and App Studio** shall not have any liability for any direct, indirect, consequential, special or punitive damages of any kind to the Agreeing Party resulting from the use of the Confidential Information by the Agreeing Party or for any errors therein or omissions therefrom.

13. No Obligation. Nothing herein shall obligate the Parties to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

14. No Solicitation. Agreeing Party shall not, nor permit its Personnel to, without the prior written approval of **Game and App Studio**, solicit to hire, engage, directly or indirectly, any employee, agent or representative of **Game and App Studio** to provide services to Agreeing Party or its Personnel or, directly or indirectly, induce or

attempt to induce or otherwise solicit, counsel, discuss, advise or encourage any employee, consultant, agent or representative of **Game and App Studio** to leave or otherwise terminate such person's relationship with **Game and App Studio** for a period of twelve (12) months following the Effective Date. Nothing in this Section 14 will prohibit Agreeing Party from hiring, engaging, or employing anyone who contacts Agreeing Party on his or her own initiative, or in response to a general solicitation of employment not directed specifically to one or more employees, consultants, agents or representatives of **Game and App Studio**.

15. Miscellaneous.

Independent Contractors. This Agreement shall not create a joint venture, partnership, fiduciary relationship or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each Party shall act as an independent contractor and not as an agent of the other Party for any purpose, and neither shall have the authority to bind the other.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Purpose and supersedes any and all prior or contemporaneous writings, agreements or understandings regarding the Purpose and **Game and App Studio's** Confidential Information. This Agreement may be amended or modified only with the written consent of both Parties. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

No Continuing Waiver. No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the Parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

Controlling Law. This Agreement shall be governed by the laws of the India, without regard to the principles of conflicts of laws or comity. The sole and exclusive jurisdiction and venue for any action related to the subject matter hereof shall be the Ludhiana courts of Punjab and Agreeing Party consents to the exclusive jurisdiction of such courts.

Attorney's Fees. In any action arising under this Agreement, the prevailing party in such action shall be entitled to receive, in addition to any judgment, finding or other relief awarded, reasonable attorney's fees and costs, court costs and other costs reasonably incurred in connection with such action.

Execution. This Agreement may be executed by facsimile, .pdf and in counterpart copies.

Authority. Each Party signing this Agreement hereby represents and warrants that he/she possesses the appropriate authority to execute this Agreement and bind the Party on whose behalf he/she is signing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date above set forth.

GAME AND APP STUDIO

Second Party

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Email:

Email: