**DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Deed of Assignment (the “**Deed**”) is made and executed on this 22nd day of August, 2025.

**BY AND BETWEEN:**

**Mr. Arjun Srinivasan**, son of Mr. Ramesh Srinivasan, residing at 45, 12th Main Road, Indiranagar, Bangalore, Karnataka - 560038, India (hereinafter referred to as the “**Assignor**”),

**AND**

**ConnectSphere AI Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, with its registered office at 2102, 21st Floor, Peninsula Business Park, Lower Parel, Mumbai - 400013, India, represented by its director Ms. Priya Sharma (hereinafter referred to as the “**Assignee**”).

(The Assignor and the Assignee are hereinafter collectively referred to as the “**Parties**”).

WHEREAS:

A. The Assignor has independently developed and is the sole and exclusive owner of a proprietary machine learning algorithm and related source code for social network analysis, more particularly described in Schedule A hereto (the “Intellectual Property”).

B. The Assignee is engaged in the business of developing an AI-powered networking platform and is desirous of acquiring all rights, title, and interest in the Intellectual Property from the Assignor.

C. The Assignor has agreed to sell, transfer, and assign the Intellectual Property to the Assignee on the terms and conditions set forth in this Deed.

**NOW, THIS DEED WITNESSETH AS FOLLOWS:**

1. ASSIGNMENT

In consideration of the issuance of 1,000 (one thousand) equity shares of the Assignee to the Assignor and a one-time payment of ₹1,00,000/- (Rupees One Lakh only), the receipt of which the Assignor hereby acknowledges, the Assignor hereby irrevocably and unconditionally sells, transfers, and assigns to the Assignee, its successors and assigns, absolutely and forever, his entire worldwide right, title, and interest in and to the Intellectual Property.

2. SCOPE OF RIGHTS

The assignment includes, but is not limited to, the following:

a. All copyrights, patents, trade secrets, and other proprietary rights in the Intellectual Property.

b. The right to modify, adapt, translate, and create derivative works from the Intellectual Property.

c. The right to commercially exploit the Intellectual Property in any manner whatsoever.

d. The right to sue for and collect damages for any past, present, or future infringement of the Intellectual Property.

3. ASSIGNOR’S REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants to the Assignee that:

a. He is the sole, absolute, and exclusive owner of the Intellectual Property.

b. The Intellectual Property is original and does not infringe upon the intellectual property rights of any third party.

c. He has not previously licensed, sold, assigned, or otherwise encumbered the Intellectual Property.

d. There are no pending or threatened claims or litigation relating to the Intellectual Property.

4. FURTHER ASSURANCE

The Assignor covenants that he will, at the request and expense of the Assignee, execute and sign any and all further documents, applications, or instruments as may be necessary to perfect the Assignee's title and ownership of the Intellectual Property and to enable the Assignee to register the same in any part of the world.

5. WAIVER OF MORAL RIGHTS

To the extent permitted by law, the Assignor hereby waives all moral rights in the Intellectual Property, as defined under the Copyright Act, 1957, including the right of paternity and the right of integrity.

6. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of India. The Parties agree that the competent courts in Mumbai, Maharashtra, shall have exclusive jurisdiction to resolve any disputes arising hereunder.

**IN WITNESS WHEREOF**, the Parties have executed this Deed on the date first above written.

**ASSIGNOR:**

**Mr. Arjun Srinivasan**

ASSIGNEE:

For ConnectSphere AI Pvt. Ltd.

Name: Priya Sharma

Title: Director

WITNESSES:

1. Name: Alok Gupta

Address: Koramangala, Bangalore

1. Name: Neha Singh

Address: Dadar, Mumbai

SCHEDULE A

DESCRIPTION OF THE INTELLECTUAL PROPERTY

**Title:** SocialGraph Engine

**Description:** A proprietary software system comprising source code, algorithms, and technical documentation for the analysis of social and professional networks.

**Key Components:**

1. **Source Code:** Approximately 50,000 lines of Python code implementing the core algorithm.
2. **Algorithm:** A novel algorithm for identifying and ranking influential nodes within a weighted, multi-relational graph network.
3. **Documentation:** A 75-page technical manual detailing the system architecture, data models, and API specifications.
4. **Trade Secrets:** The unique methods for data pre-processing and feature engineering embodied within the algorithm.