**NON – DISCLOSURE AGREEMENT**

Between

**Square Circle Media & Sports Private Limited**

(“**Company***”*)

And

**[Leela Chakra Ai]**

(*“***Vasilev Dmitrii***”*)

**The Agreement**

This Non – Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is entered at [●], on this [Insert Day] of October 2024; by and between:

1. **Square Circle Media & Sports Private Limited,** a company incorporated under the Companies Act, 2013 and having its registered address at BE – 135, Sector – I, Salt Lake, Kolkata- 700064 represented by its Director, **Ms.** **ROHINI DAS**, an Indian Citizen D/o Dr. R. K. DAS, residing at B.E. – 135, Sector – I, Salt Lake, Kolkata - 700064 (hereinafter referred to as the “**Company”,** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, heirs, executors and permitted assigns) of the **FIRST PART** and;
2. **[Leela Chakra Ai]**, an individual / company incorporated under the [**OGRNIP 317715400010572**], [**2017**], [**Russia**] and having its registered address at [**301668, City Novomoskovsk Tula region Mira street 56-99**] represented by its [**Vasilev Dmitrii**] an [**Russia**] Citizen residing at [**Thailand, Surat Thani 84280, 50/57-62 Phangan, Kissmoon Village, House #6**], (hereinafter referred to as the “**Concerned Entity”**, which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors, heirs, executors and permitted assigns) of the **OTHER PART**.

The Company and the Concerned Entity are hereinafter singularly referred to as the “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS,**

1. The Company is engaged in the business of digital and OTT media; and sports management, operations, tournaments and academies.
2. The Concerned Entity is engaged in the business of [Computer software development].
3. The Concerned Entity is envisaged to be associated with the Company with respect to a prospective intellectual property / tournament to be planned, ideated, structured, implemented and organized by the Company for which the Concerned Entity and the Company will create a relationship amongst them in terms of an engagement mandate (“**Mandate Agreement**”) expected to be executed by and between the Concerned Entity and the Company and due to such association, the Concerned Entity or its affiliates, associates, members or representatives may thus, obtain ideas, data, information and documents, which are the proprietary information of the Company, its members, its clients, its vendors and / or its associates.
4. In view of protecting the Company’s data, proprietary ideas, intellectual property and Confidential Information as well as those of the Company’s members, clients, affiliates, associates, members, vendors and other relevant stakeholders; and in order to protect the other interests of the Company, financial, tangible and intangible, the Parties hereby enter into this Agreement to protect all the Confidential Information of the Company and those of the Company’s clients, affiliates, associates, members, vendors and other relevant stakeholders, and be bound by the terms and conditions mentioned in this Agreement.

**IN CONSIDERATION** of the mutual covenants set forth herein, the Parties, intending to be legally bound by this Agreement, hereby agree as follows:

1. **Definitions**

In this Agreement (including the recitals) the following words as defined hereunder shall have the respective meaning given to them below:

**"Affiliate(s)"** means, any legal entity that controls, is controlled by, or is under the common control with another legal entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect the majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity.

**"Confidential Information"** shall mean and include all technical and Proprietary Information, any and all information, whether written, oral or otherwise, concerning the business, operations, prospects, finances, or other affairs of the Company, its clients, its vendors, its members, its employees**,** its affiliates, associates or subsidiaries which includes, without limitation, any commercial, financial, technical or operational information, product specifications, data, analysis, compilations, notes, extracts, materials, reports, drawings, design specifications, graphs, charts, studies, know-how, compositions, designs, sketches, photographs, drawings, past, current, and planned research and development, current and planned marketing or distribution methods and processes, products and services (existing or planned), projects, technology, finances (including revenue projections, cost summaries, pricing formulae), clientele, current and anticipated customer requirements, markets, market studies, or those of its clients or customers, or any existing or future plans, market opportunities, forecasts or strategies in respect thereof; together with any ideas, concepts, formulas, methods, know how, trade secrets, designs, research, development or improvements, specifications, techniques, processes, algorithms, schematics, samples, computer programs, source codes, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, service and technical records, service strategies or operational techniques, methods or policies, product requirements, problem reports, analysis and performance information; customer lists, details of customers or suppliers, information relating to persons employed, and/or other information or data disclosed by the Company and/or its officers, employees, associates, representatives, clients, vendors or consultants to the Concerned Entity and/or its delegates, assignees, officers, directors, employees, associates, independent contractors, representatives, agents, or consultants (collectively “**Concerned Entity Representatives**”), in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary.

**"Disclosing Party"** means the Party disclosing Confidential Information and/or Proprietary Information i.e., the Company and/or its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders under this Agreement.

**"Default"** shall have the same meaning as stated in Clause 6 of this Agreement.

**“Proprietary Information”** shall mean to include but not be limited toall financial, business, marketing, operations, supplier, customer, employee and technical information, discoveries, inventions, processes, algorithms, software, specifications, designs, drawings, data, plans, strategies, know-how and ideas, whether tangible or intangible (including all copies, analyses and derivatives thereof), client list, HR information that is disclosed in tangible form and marked as confidential, or disclosed in any manner such that a reasonable person would understand its confidential or proprietary nature and that at the time of signing of this Agreement are not already in the public domain.

**"Recipient"** means the Party receiving Confidential Information and/or Proprietary Information i.e., the Concerned Entity or the Concerned Entity Representatives under this Agreement.

**"Representative(s)"** of the Disclosing Party or the Recipient means their respective affiliates, directors, officers, employees, managers, partners, agents, consultants, advisors, independent contractors, or other representatives, including legal counsel, accountants and financial advisors of such Party.

1. **Confidentiality Obligation & Intellectual Property Rights**
2. The Concerned Entity understands and agrees that the Company shall be disclosing Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders to the Concerned Entity for the exclusive purpose of official business prior to, during or after the course of the Concerned Entity’s association with the Company.
3. The Parties agree that all intellectual property rights, including but not limited to copyrights, patents and design marks, on the Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders, and any designs, patterns, plans and prototypes that are derived from such information or as a result of the Concerned Entity’s association with the Company shall vest with the Company and the Concerned Entity shall have no claim to the same.
4. The Concerned Entity shall regard and preserve as confidential all Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders and not use any Confidential Information and Proprietary Information for any purpose except for the Concerned Entity’s association with the Company. The Concerned Entity shall not use any such Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders for the Concerned Entity’s own purpose or for the purposes of others, in perpetuity.
5. The Concerned Entity shall take all steps necessary (including but not limited to those required by this Agreement) to preserve confidentiality of, and to avoid disclosure or unauthorized use of, the Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders. The Confidential Information and Proprietary Information divulged by the Company and/or by its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders to the Concerned Entity, or acquired by the Concerned Entity during the fulfillment of the purpose for which the Concerned Entity became associated with the Company vide the Mandate Letter, shall be received and treated by the Concerned Entity as strictly confidential and the Concerned Entity shall not, without the prior written consent of the Company or as expressly permitted herein, disclose any Confidential Information and Proprietary Information of the Company and/or those of its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders to any person or third party, except as permitted by this Agreement, and to those Concerned Entity Representatives, or the Concerned Entity’s parent entities, subsidiaries, or affiliates who need to know the Confidential Information and Proprietary Information for the fulfillment of the purpose for which the Concerned Entity became associated with the Company vide the Mandate Letter and who shall be bound in writing to maintain confidentiality of any such information, consistent with the obligations under this Agreement.
6. The Concerned Entity shall protect the confidentiality and secrecy of Confidential Information and Proprietary Information with any and all commercially reasonable measures, and in no event treat all Confidential Information and Proprietary Information with less than reasonable care. Without limiting the foregoing, the Concerned Entity shall take at least those measures that it takes to protect its own most highly confidential information. Except as expressly provided in this Agreement, in the event that the Concerned Entity is required to disclose Confidential Information and/or Proprietary Information pursuant to operation of any law, judicial order, or government regulation, the Concerned Entity shall notify the Company of the required disclosure with sufficient time for the Company to seek relief, and shall cooperate with the Company in taking appropriate protective measures, and shall make such disclosure in a fashion that maximizes protection of the Confidential Information and Proprietary Information from further disclosure. For the sake of clarity, it is hereby specified that all rights and obligations with respect to the confidentiality of Confidential Information shall also be deemed to apply to the confidentiality of Proprietary Information.
7. The Concerned Entity acknowledges and agrees that any copyrightable work prepared by it within the scope of and during its engagement with the Company are “works for hire” under the applicable copyright law and that the Company will be considered the owner of such copyrightable work. The Concerned Entity hereby assigns to the Company the entire copyright and all other rights in and to the work performed by it in relation to the Concerned Entity’s engagement with the Company.
8. Every invention made or discovered by the Concerned Entity during the continuance of this Agreement shall be deemed to have been made by and on behalf of the Company and shall belong to the Company exclusively and the Concerned Entity shall forthwith communicate to the Company full particulars of every such invention.
9. The Concerned Entity shall, at the request and cost of the Company take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and itself in respect of such invention and upon such Letters of Patent and / or similar protection being granted shall, at the request and cost of the Company execute all assignments, licenses and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection but, shall be worked by the Company and, all or any of its Associated Companies as a secret process, and in such case the Concerned Entity undertakes not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.
10. All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, the Concerned Entity shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.
11. **Disclosure Of Confidential Information And Proprietary Information**

Subject to the requirements of Clause 2 above, disclosure of Confidential Information and/or Proprietary Information by the Concerned Entity shall be permitted:

1. To the Representatives of the Concerned Entity, who need access to such Confidential Information and/or Proprietary Information on a need-to-know basis to execute the Company’s mandate to the Concerned Entity;
2. To the Representatives of the Concerned Entity, who need access to such Confidential Information and/or Proprietary Information to perform quality check processes on the Confidential Information and/or Proprietary Information in the course of business;
3. To the extent that such disclosure is required by law which includes disclosure to judicial courts and tribunals; and
4. To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which either Party is bound to comply.

The Concerned Entity agrees to use reasonable efforts to ensure that all such persons/representatives hold and use the Restricted Information solely on the same basis as is permitted to the Concerned Entity under this Agreement.

1. **Exceptions To Confidential Information And Proprietary Information**

Notwithstanding anything contained in this Agreement, Confidential Information and Proprietary Information does not include information:

1. Which is publicly known and made generally available in the public domain prior to the date of disclosure; or
2. Which becomes publicly available following disclosure (other than as a result of disclosure by the Concerned Entity, Concerned Entity Representatives, or any other person other than through breach of the terms of this Agreement); or
3. Which is already known to, or was lawfully in the possession of the Concerned Entity prior to disclosure under this Agreement (as can be demonstrated by the Concerned Entity’s written records or other reasonable evidence free of any restriction as to its use or disclosure prior to its being disclosed); or
4. Which is received by the Concerned Entity from a third party having a bona fide right to disclose without any breach of such third party’s obligations of confidentiality; or
5. Which is independently developed by the Concerned Entity without use or reference to the Confidential Information and/or Proprietary Information of the Company (as can be demonstrated by the Concerned Entity’s written records or other reasonable evidence free of any restriction as to its use or disclosure prior to its being disclosed); or
6. Which is required to be disclosed by any law or decree.

# **Return**

# Immediately, upon the expiration or termination of this Agreement or upon the Company’s written request, the Concerned Entity shall return or destroy all Confidential Information and Proprietary Informationand all copies thereof and will certify in writing that all materials containing Confidential Information and Proprietary Information have been returned or destroyed within 10 days of the Company’s request.

1. **Default**

Default is said to occur in case of any material breach of any terms of this Agreement or in case of any act or omission whether by willful intention or by negligence allows Confidential Information and/or Proprietary Information to be leaked or passed to any third party, person/s or entities not covered or authorized by the Company to be privy of such information.

In case of default, the Company shall be free to initiate any legal proceedings in any courts or tribunals against the Concerned Entity or avail for temporary or permanent injunctive, interlocutory or equitable relief against such breach.

In addition to the same, and notwithstanding any other legal recourse that the Company is entitled to, in case of any default, the Concerned Entity shall be liable to pay a sum equivalent to that which is calculated on a reasonable basis by the Company as pecuniary liquidated damages to the Company.

1. **No Warranty of Information**

All Confidential Information and Proprietary Information is provided “AS IS”. Neither Party makes any warranties, express, implied or otherwise, regarding its accuracy, timeliness, completeness or performance.

1. **No License**

All Confidential Information and Proprietary Informationshall remain the property of the Disclosing Party. Nothing in this Agreement grants any or confers any rights by license or otherwise, express or implied, to any trade secret, copyright, invention, discovery, or to any patent, or other intellectual property right, by either Party to the other.

1. **Notice**

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder or there under shall be (i) in writing (including telex and telecopier) and (ii) telexed, telecopied or sent by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto. To hasten the process of early intervention, a copy of the communication may also be sent by E-mail to either of the Parties.

The address for service of all notices to the Company shall be:

| Attention: | **Ms. ROHINI DAS** |
| --- | --- |
| Address: | **BE – 135, Sector – I, Salt Lake, Near Kwality Bus Stop, Kolkata - 700064** |
| Email: | **rohini@amuzi.in** |
| Tel Number: | **(+91) 7506196012** |

The address for service of all notices to the Concerned Entity shall be:

| Attention: | [**Vasilev Dmitrii**] |
| --- | --- |
| Company: | [**Leela Cakra Ai**] |
| Address (including country): | [**301668, City Novomoskovsk Tula region Mira street 56-99**] |
| Email: | [**playra@icloud.com**] |
| Tel Number (with country code): | [**+7 (993) 922-04-65**] |

All such notices and communications shall be effective (i) if sent by telex, when sent (with the correct answerback), (ii) if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number), (iii) if sent by person, when delivered, (iv) if sent by courier, (a) 2 (two) Business Day after deposit with an overnight courier if for inland delivery and (b) 5 (five) Business Days after deposit with an international courier if for overseas delivery and (v) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

*Provided* however that any notice or communication to either the Company or the Concerned Entity shall be effective only on actual receipt by any such person for whose attention the notice or communication has been expressly marked.

1. **Indemnity**

The Concerned Entity agrees to indemnify and hold harmless the Company, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation or undertaking made by the Concerned Entity guilty of such breach of this Agreement. In the event of any claim, the Concerned Entity will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost.

1. **Insider Trading**

The Concerned Entity agrees to observe all policies on “absence of conflict” and “no trading” in equity shares. A one-time disclosure of all equity shares or convertible securities held by self and spouse will be made by the Concerned Entity to the Company. The Concerned Entity agrees that it shall not personally, nor through any third parties, purchase, nor cause to be purchased in the public marketplace any publicly-traded shares of the Company and / or its clients, vendors, affiliates, or other stakeholders whether current or previous (“**Concerned Securities**”). The Concerned Entity further agrees that it will not communicate the nature of the transactions that the Company and/or its officers, employees, associates, representatives, clients, vendors, consultants or other stakeholders get into, and the Concerned Entity will confirm, when asked to do so, that it is not aware of any disclosure of non-public information regarding the Company or the transactions contemplated hereinabove and is not a party to any insider trading in the concerned securities. The Concerned Entity further certifies that it will not "tip off" any related parties nor third parties regarding the transactions contemplated hereinabove and/or advise any parties to purchase or sell shares of the concerned securities in the marketplace.

1. **Warranty**
2. The Concerned Entity warrants that it has full legal right to be associated on the basis of the Mandate Letter with the Company, as per the terms hereof and those contained in the Mandate Letter and is not a party to or bound by any consultancy agreement, employment agreement, non-competition agreement or confidentiality agreement with any person or entity other than the Company.
3. The Concerned Entity warrants that it is not currently a party to any non-competition, non-solicitation, confidentiality or other agreement(s)/arrangement(s) that in any way limits or restricts its ability to engage with the Company or in any particular geographic region, which may or may not be violated by the contents of the Mandate Letter or those of this Agreement.
4. The Concerned Entity warrants that during the term of its engagement with the Company, it shall not engage in any employment or act in any way, which either conflicts with its duties and obligations to the Company, or is contrary to the policies or the interests of the Company.
5. The Concerned Entity warrants that he has disclosed all material and relevant information, which may either affect its engagement with the Company, currently or in the future or may be in conflict with the terms of its engagement with the Company, either directly or indirectly. The Concerned Entity agrees to disclose any such material and relevant information to the Company as soon as the same come to its knowledge.
6. **Dispute Resolution**
7. The Parties hereto undertake that any dispute which may arise between them shall first be dealt with in the manner stated below, irrespective of the other recourse, which any Party may have in law or in equity.
8. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of thirty (30) days, either Party to the dispute may give ten (10) days’ notice of invocation of the arbitration provisions contained herein, to the other Party in writing. In the case of such failure, the dispute shall be referred to a sole Arbitrator, to be appointed by mutual consent by the Parties.
9. The venue of the arbitration shall be Kolkata (India). The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996, amended from time to time. The proceedings of arbitration shall be in English language. The Arbitrator’s award shall be substantiated in writing. The costs of arbitration procedure shall be borne equally by the Parties, unless otherwise determined by the Arbitrator.
10. **Jurisdiction and Governing Law**
11. Subject to the provisions of Clause 15 of this Agreement, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters which the Court is entitled to determine under the Act, including, without limitation, provision of interim reliefs under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996.
12. This Agreement shall be governed by and construed in accordance with the laws of India.
13. **Termination Of Agreement**
14. Either Party may terminate this Agreement at any time, and for any reason, with a 30-day prior written notice. All the rights and obligations with respect to the Confidential Information will continue to bind the Parties notwithstanding the non-execution or termination of this Agreement for a period of three years from such non-execution or termination.
15. All rights and obligations with respect to the confidentiality of Proprietary Information will continue to bind the Parties for a period of ten years from such non-execution or termination.
16. **Counterpart**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

1. **Miscellaneous**
2. If any portion of this Agreement is found to be void or unenforceable, it shall be severed therefrom, leaving in force the remainder of this Agreement.
3. This Agreement shall be binding upon the Parties’ heirs, assigns, executors, administrators or other legal representatives.
4. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless contained in writing and signed by both the Parties.
5. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled, in addition to its court costs, to such reasonable attorney fees and expenses as shall be fixed by a court of competent jurisdiction.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and acknowledged by their respective officers or representatives hereunto duly authorized, as at the place and of the date first above written.

**SIGNED AND DELIVERED** by the withinnamed

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, on behalf of **[Leela Chakra Ai]**

**SIGNED AND DELIVERED** by the withinnamed

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, on behalf of **SQUARE CIRCLE MEDIA & SPORTS PRIVATE LIMITED**

**Witnesses:**

Kamskaia Gaia

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