

NON-DISCLOSURE AND PROVISIONAL COLLABORATION AGREEMENT

This Agreement is entered into as of [Effective Date] (the “18-jun-2025”) by and between:

DATAUN LTD

Address: Office 1, 2a Curzon Road, Ealing, London, United Kingdom, W5 1NF

Email: [alain@occamlabs.io]

("Disclosing Party")

AND

[Aayush saini]

Address: [C-86 B noida sector 8 pin- 201301]

Email: [aayush.excel2011@gmail.com]

("Receiving Party")

WHEREAS, the Receiving Party is being engaged by the Disclosing Party for a provisional collaboration period during which the parties will discuss and explore a potential cofounder relationship and joint business formation, including the establishment or spin-off of a new entity based on the intellectual property already developed by the Disclosing Party related to the "www.openbook.games" project and associated AI technology;

WHEREAS, the parties wish to protect all confidential information, preexisting intellectual property, and any improvements or modifications arising during their discussions or joint activities;

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Confidential Information

1.1 Definition: “Confidential Information” means any information disclosed by the Disclosing Party to the Receiving Party—whether in writing, orally, electronically, or otherwise—including but not limited to business plans, intellectual property, designs, prototypes, software code, methods, customer information, trade secrets, and any material related to the Project or the Disclosing Party’s business that is identified as confidential or would reasonably be understood to be confidential.

1.2 Exclusions: Confidential Information does not include information that:

- (a) becomes publicly known through no breach of this Agreement;
- (b) is lawfully received from a third party without breach of any obligation;
- (c) is independently developed without use of the Confidential Information; or
- (d) is required to be disclosed by law, provided the Receiving Party gives prompt written notice to the Disclosing Party and cooperates in limiting such disclosure.

2. Obligations of the Receiving Party

2.1 Non-Use and Non-Disclosure: The Receiving Party agrees not to use the Confidential Information for any purpose other than for discussions and activities related to the Project or potential joint business formation and not to disclose it to any third party without the Disclosing Party’s prior written consent.

2.2 Protection Measures: The Receiving Party shall protect the confidentiality of the Confidential Information using at least the same degree of care as it does its own confidential information.

2.3 Return or Destruction: Upon termination of this Agreement or upon request, the Receiving Party shall promptly return or destroy all Confidential Information and certify such compliance in writing.

3. Intellectual Property Rights

3.1 Preexisting and Developed IP: The Receiving Party acknowledges that DataUn LTD already owns intellectual property related to the “www.openbook.games” project and associated AI technology. All such preexisting IP shall remain the exclusive property of DataUn LTD.

3.2 Assignment of Improvements: Any improvements, modifications, or developments conceived or made by the Receiving Party, whether solely or jointly with the Disclosing Party, during the provisional collaboration period relating to the Confidential Information or the Project shall be deemed work for hire and are hereby assigned exclusively to the Disclosing Party.

3.3 Moral Rights Waiver: To the extent permitted by applicable law, the Receiving Party waives any moral rights in such work product.

4. Provisional Collaboration Period

4.1 Purpose: This Agreement is intended to cover a provisional period during which the parties will evaluate the possibility of forming a deeper business relationship, including the potential establishment of a spin-off entity centered on the Project’s technology and intellectual property.

4.2 No Guaranteed Compensation: The parties expressly agree that the obligations under this Agreement remain fully enforceable regardless of whether monetary compensation is provided during or after this provisional collaboration period.

4.3 Continuation of Obligations: Even if the parties do not enter into a further or formal business arrangement, the confidentiality, intellectual property, and non-compete obligations set forth herein shall survive indefinitely, or until such Confidential Information becomes public through no fault of the Receiving Party.

5. Non-Compete and Non-Use Obligations

5.1 Non-Compete: For a period of two (2) years following the termination or expiration of this Agreement, the Receiving Party shall not, in any jurisdiction where such restriction is enforceable, engage in or assist any business that directly competes with the Disclosing Party in areas including, but not limited to, AI-powered interactive storytelling, graph-based narrative management, and related technologies.

5.2 Non-Use of Proprietary Materials: The Receiving Party agrees not to use or replicate any proprietary tools, methods, or software provided under this Agreement for purposes outside of the Project.

6. Remedies and Injunctive Relief

6.1 Acknowledgment of Harm: The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party.

6.2 Relief: In the event of breach or threatened breach, the Disclosing Party shall be entitled to seek immediate injunctive relief without the necessity of posting a bond, in addition to any other legal remedies.

7. Verification of Identity

Within seven (7) days of signing this Agreement, the Receiving Party shall provide a scan of their valid passport and proof of address (e.g., utility bill or bank statement). Such documents will be handled in compliance with applicable data protection laws.

8. Term and Termination

8.1 Term: This Agreement commences on the Effective Date and shall continue for the duration of the provisional collaboration period. Notwithstanding any termination of collaborative discussions, the confidentiality, intellectual property, and non-compete obligations shall survive indefinitely (or until the Confidential Information becomes public by no breach of this Agreement).

8.2 Termination Notice: Either party may terminate the provisional collaboration by providing thirty (30) days' written notice to the other party.

9. Governing Law and Dispute Resolution

9.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Notwithstanding the foregoing, it is the parties' express intent that this Agreement be enforceable in all relevant jurisdictions, including India, Singapore, and the United States.

9.2 Dispute Resolution: Any disputes arising hereunder shall be resolved first by good faith negotiation for thirty (30) days, then by mediation, and if unresolved, by binding arbitration. The arbitration forum shall be chosen in the Receiving Party's domicile if practical, or otherwise in London by mutual consent.

10. Data Protection and Privacy

10.1 Compliance: All personal data exchanged under this Agreement shall be processed in accordance with applicable data protection laws, including the GDPR where applicable.

10.2 Security: Both parties shall implement appropriate measures to safeguard personal data against unauthorized processing.

11. Relocation Notice

11.1 Notice Requirement: In the event the Receiving Party relocates (i.e., changes residential or business address or jurisdiction), they shall notify the Disclosing Party in writing within seven (7) days of such change.

12. General Provisions

12.1 Force Majeure: Neither party shall be liable for delays or failures due to causes beyond its reasonable control (e.g., natural disasters, war).

12.2 Notices: All notices shall be given in writing and delivered by hand, email, or certified mail to the addresses provided above.

12.3 Waiver: No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

12.4 Assignment: The Receiving Party may not assign its rights or obligations under this Agreement without prior written consent from the Disclosing Party.

12.5 Severability: If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.6 Counterparts and Electronic Signatures: This Agreement may be executed in counterparts and via electronic signature, each of which shall be deemed an original.

13. Language and Interpretation

13.1 Language: This Agreement is drafted in English, which shall be the governing language for all interpretations and disputes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DATAUN LTD (Disclosing Party)

By: _____

Name: _____

Title: _____

Date: _____

[Aayush Saini] (Receiving Party)

Signature: Aayush

Date: 18-jun-2025