SOFTWARE DEVELOPMENT NON-DISCLOSURE AGREEMENT

I. THE PARTIES.

This Software Development Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on the June 2nd, 2024, by and between TheGoodGameTheory by Antmore Labs Pvt Ltd, a company registered under the laws of India, with its principal place of business at Bengaluru, Karnataka, India, hereinafter referred to as the "Disclosing Party", and Shabd Patel, an individual residing at Address: S/O: Narayan Singh, gram-kudasan, Kurasan, Kurasan, Kaimur (Bhabua), Bihar, 821101, hereinafter referred to as the "Receiving Party", and collectively known as the "Parties".

II. PURPOSE

This Agreement is established for the purpose of preventing the unauthorized disclosure of confidential and proprietary information related to all development work conducted within Radiant Labs, including its software development projects and any other proprietary activities.

III. DEFINITIONS

For the purposes of this Agreement:

Confidential Information: Shall include, but not be limited to, software source code, algorithms, business plans, financial information, customer data, analytical data, documentation, and any other non-public information related to the development work within Radiant Labs.

Exclusions: Confidential Information shall not include information that: (a) is publicly available; (b) is widely known in the software development industry; (c) was rightfully possessed by the Receiving Party before obtaining it from the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

IV. OBLIGATIONS

Confidentiality Obligations: The Receiving Party shall hold and maintain the Confidential Information in strict confidence and shall not disclose, reproduce, distribute, or otherwise make it available to any third party without the prior written consent of the Disclosing Party.

Protection Measures: The Receiving Party shall implement reasonable measures to protect the Confidential Information from unauthorized access or disclosure, using at least the same degree of care as it uses to protect its own confidential information of a similar nature.

Return of Materials: Upon request by the Disclosing Party or upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information and related materials.

V. DURATION OF OBLIGATIONS

The Receiving Party's obligations to hold the Confidential Information in confidence shall remain in effect until written notice is given releasing such Party from this Agreement. The Receiving Party shall never disclose, reproduce, distribute, or otherwise make the Confidential Information available to any third party at any time.

VI. RELATIONSHIP

The Parties agree that there is no such statement in this Agreement that suggests any Party is an employee, partner, or that the Software is a joint venture. All ownership interests, if any, shall be stated in a separate agreement.

VII. SEVERABILITY

If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted as best to affect the intent of the Parties.

VIII. INTEGRATION

This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

IX. ENFORCEMENT

The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The harmed Party shall be entitled to all remedies available at law.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in <u>Bengaluru, Karnataka, India</u>.

1ˢᵗ Party's Signature _____ Date _____.

Print Name **Aditya Tripathi,** Director, Antmore Labs Private Limited

2ⁿᵈ Party's Signature _____Shabd Patel_____ Date _____02/06/2024_____

Print Name _____Shabd Patel_____