

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as “**Agreement**”) is made on the 05/12/2024 (“**Effective Date**”) at Bangalore

By and Between:

M/s. CHAMPION INFRA TECH PRIVATE LIMITED, a company registered under Companies Act, 1956 and deemed to be existing under Companies Act, 2013, having its registered office at no. L32, 2nd ‘A’ Main Road, HSR Layout, 6th Sector, Outer Ring Road, Agara, Bengaluru-560102, (hereinafter referred to as the “**Disclosing Party**”) through its authorized signatory _____ which expression unless repugnant to the context shall mean and include its directors, subsidiaries, affiliates, and its successors and permitted assigns of the FIRST PART.

AND

Mr.Anjan Kumar Kalarasaiah S/o Late Kalarasaiah C, residing at No.3, 8th Cross, Prashanthnagar, Bangalore - 560079 (hereinafter referred to as the “**Receiving Party**”) which expression shall mean and include its directors, legal representatives, executors, administrators, successors in interest and permitted assigns of the SECOND PART.

The terms ‘**Disclosing Party**’ and ‘**Receiving Party**’ may be individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement as the context so requires.

RECITALS:

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Receiving Party the Confidential Information on a strictly confidential basis for the purpose of the development of Crystal Lagoons Projects in India and any other information associated with real estate development (“**Purpose**”).

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

1. *Confidential Information:* The term “*Confidential Information*” for the purpose of this Agreement shall mean all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including the Receiving Party’s officers, employees, affiliates, vendors, contractors or its expressly authorized representatives or agents (collectively referred to as “**Representatives**”). For avoidance of doubt, Confidential Information shall be deemed to include (without limitation) the following types of information and other information of similar nature whether or not set forth in writing: any technical, commercial and financial information, improvements, inventions, know how, innovations technology, trade secrets, professional secrets, technical specifications, databases, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentations, manuals, flow charts, research process, procedures, functions, customer names and other information related to customers, price lists and pricing policies.
2. *Exclusions* Notwithstanding any other provision of this Agreement, the Parties hereto, acknowledge that Confidential Information shall not include any information that: -
 - a) is now or subsequently becomes publicly known or available without breach of this Agreement.
 - b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party.

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- c) subject to the provisions of Section 11 (Disclosure due to court order/governmental action) is required to be disclosed by law.

Confidential Information shall not be deemed to be publicly available by reason only that it is known to a few or those people to whom it might be of commercial interest and a combination of two or more portions of the Confidential Information shall not be deemed to be publicly available by reason only of each separate portion being so available.

- 3. *Confidentiality Obligation:* In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that the Receiving Party or its Representatives, use such measures and /or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential Information and comply with the terms of this Agreement. The Receiving Party shall not at any time, without the prior written consent of the Disclosing Party:
 - a) disclose, use, copy, distribute or disseminate any of the Confidential Information to any third person, or permit any third party to examine, use or derive benefit from the Confidential Information other than an employee, legal and financial advisors and other parties under contract to the Receiving Party who has a need to have access to and knowledge of the Confidential Information, solely for the Purpose authorized above.
 - b) the Receiving Party, its Representatives and to any other person to whom the information is provided as mentioned in (a) shall take appropriate measures by instruction from the Disclosing Party prior to disclosing any such information to any third party, such persons/entity as mentioned in clause (a) to assure against unauthorized use or disclosure.
 - c) the Receiving Party shall not make any copies of the Confidential Information of any type whatsoever except as absolutely required for the completion of the project(s) as agreed upon between the Parties.

- 4. *Purpose:* The Receiving Party undertake, and/or its Representatives to use the Confidential Information solely for the purpose of this Agreement or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. The Confidential Information received by Disclosing Party is subject to confidentiality obligations and the Receiving Party shall also be subject to the confidentiality obligations with respect to such information. Save as expressly provided hereunder, nothing in this Agreement shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All Confidential Information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party and/or its Representatives are strictly confidential and shall not be divulged by the Receiving Party to any third party during the term of this Agreement.

However, the Receiving Party can disclose the Confidential Information to such third party to whom the Confidential Information is required to be disclosed for enabling the Receiving Party for the purpose thereof by the Disclosing Party. However, the Receiving Party while making disclosure of such Confidential Information to third party shall ensure that the Confidential Information is being disclosed purely on need-to-know basis and for the Purpose of this Agreement.

- 5. *Representatives and Third Parties:* The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis and for the Purpose of this Agreement.

Prior to making any disclosure of such Confidential Information as required under this Agreement, the Receiving Party will procure that the Representatives and/or third party are under a prior written obligation to maintain such the information confidential and to use such Confidential Information only for Purpose of this Agreement.

6. *Reproduction:* Except for the Purpose of this Agreement, the Receiving Party shall ensure that the Confidential Information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives, without the prior written permission of the Disclosing Party.
7. *Control, Storage and Return:* The Receiving Party shall use its best efforts to keep separate, all Confidential Information from all documents and other records of the Receiving Party. The Receiving Party shall also use its best efforts to ensure the security and control of the Confidential Information by using such measures and/or procedure as it uses in relation to its own confidential information and trade secrets. The Receiving Party shall procure that all persons to whom the Receiving Party has disclosed Confidential Information shall, at the Receiving Party's expenses, within fourteen (14) working days of written notices from Disclosing Party:
 - 7.1.1 Return all original and copy documents containing Confidential Information of the Disclosing Party (including analyses, studies, compilation and other materials derived from the Confidential Information) and
 - 7.1.2 Permanently remove all Confidential Information from any computer disk or other device containing Confidential Information.
8. *Representations and Warranties:* Receiving Party hereby represents warrants and undertakes as follows:
 - a) Not to disclose, use, transfer, modify or do any other act or omission relation thereto regarding the Confidential Information received from the Disclosing Party and use at all the times the greatest degree of care, caution and due diligence to maintain the confidentiality of such Confidential Information.
 - b) Shall use the Confidential Information only for the specified Purpose.
 - c) Shall not export, transfer or in any other manner share directly or indirectly with any third party, Confidential Information or any part thereof acquired from the Disclosing Party, without first obtaining prior written approval of the Disclosing Party.
 - d) Shall restrict disclosure of the Confidential Information shared by the Disclosing Party solely with the authorized Representatives.
 - e) Apprise each such authorized Representatives, before he or she receives access to the Confidential Information, of the obligations of the Receiving Party under this Agreement and require each such Representative to agree to maintain those obligations.
 - f) Shall not directly or indirectly in any way, reveal, publish, disclose, transfer or otherwise use the Confidential Information or any part thereof except as specifically authorized by the Disclosing Party and solely for the Purpose of this Agreement, unless a prior consent to do otherwise has been obtained in writing form the Disclosing Party.
 - g) Shall not use Confidential Information or any part thereof to gain any unlawful or unfair advantage over Disclosing Party.
 - h) Shall take all reasonable step and resort to all the security measures for fulfilling its obligations under this Agreement and to secure and protect the Confidential Information.
9. *Property of the Parties:* All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever (including without limitation, any intellectual property rights) whether

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expressly, impliedly or otherwise in respect of Confidential Information to the Receiving Party, and the Confidential Information will be used only for the Purpose of this Agreement.

10. *Disclosure subject of the discretion of the Disclosing Party:* Nothing in this Agreement shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party and/or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether the Confidential Information is suitable or necessary to be so disclosed for the Purpose of this Agreement.
11. *Disclosure due to court order/governmental action:* In the event that the Receiving Party and/or any of its Representatives are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action or other requirement of law, the Receiving Party shall, immediately give a written notice to the Disclosing Party prior to such disclosure so that the Disclosing party is given an opportunity to object to or make recommendations for such disclosure which shall be binding on the Receiving Party. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use of disclosure, misappropriation or misuse of the Confidential Information by any person, upon the Receiving Party having notice or knowledge of the same.
12. *No representation, warranty or guarantee:* No confidential information received by the Receiving Party from the Disclosing Party shall constitute representations, warranties, guaranties upon which the Receiving Party may rely, and the Disclosing Party shall assume no responsibility, obligation in this regard to the Receiving Party. Notwithstanding anything contained herein, under this Agreement and the return or destruction of the Confidential Information, the Recipient and its Representatives will continue to be bound by such Recipient's obligations hereunder with respect to such Confidential Information.
13. *Assignment:* The Receiving Party shall not have the right to assign this Agreement (or any part thereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is material breach of this Agreement. Subject to the foregoing, this Agreement shall insure to the benefit and the binding upon the Parties and their respective successors and assigns.
14. *Remedy for breach:* The Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of this Agreement by the Receiving Party. Such remedies shall not be deemed to be the exclusive remedies for any breach of this Agreement by the Receiving Party but shall be in addition to all other remedies available at law or in equity. The Disclosing Party shall be entitled to receive damages from the Receiving Party, including loss of business opportunity, costs of business interruption, charges, expenses, damages, or loss which may be incurred or suffered by the Disclosing Party, for any breach of this Agreement by the Receiving Party.
15. *Notices:* Any notice required or permitted hereunder to the Parties hereto will be duly given only in writing, to the address of the Parties as set forth on the first page in this Agreement or such other address as may be specified or updated by such Party in writing to the other Party in accordance with this Section and delivered by: (i) registered mail with due receipt acknowledgement; (ii) inter-nationally recognized overnight courier with due receipt acknowledgement; (iii) email or electronic notification. Any notice shall be only considered delivered: (a) on receipt of the acknowledgment if notice is given in accordance with (i) and (ii); (iii) Subject to the reading notification acknowledgment of the email.
16. *Waiver:* No delay or failure by the Disclosing Party to exercise any of its powers, rights, remedies under this Agreement will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. It is clarified that any waiver to be effective must always be in writing.

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17. *Severability:* If any provision (or part thereof) of this Agreement is held to be a violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement, notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.
18. *Entire agreement:* This Agreement constitutes the entire agreement between the Parties pertaining to this subject matter hereof, and supersedes all prior agreements, communications and understandings (both written and oral) regarding such subjected matter. This Agreement shall not be modified or any rights under it waive except by a written documents executed by all parties.
19. *Governing law and jurisdiction:* Parties hereto are independent contractors. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. This Agreement may be modified only in writing, signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of India and Parties hereby submit to the exclusive jurisdiction of Bangalore Courts, with respect to any dispute or matter arising hereunder. This Agreement represents the entire agreement/ arrangement between the Parties hereto pertaining to the subject matter of this Agreement and supersedes all oral discussions and/or written correspondence or agreements between the Parties with respect thereof.
- In the event of any dispute between the Parties, arising out of or in connection with this Agreement, the dispute shall be referred to and resolved by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The venue for arbitration shall be in Bangalore. The arbitration shall be in English and shall be binding on both the Parties.
20. *Non-Circumvention:* The Receiving Party and/or its/their affiliates of whatsoever nature shall not, in any manner, solicit and/or conduct any business with respect to this Agreement, with said sources, without the specific permission of the Disclosing Party who made the said sources available.
21. This Agreement may be executed in counterparts, each of whom shall be deemed an original and all of, which together shall constitute one and the same document.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

SIGNED BY For and on behalf of the Disclosing Party

In presence of:

Date: _____

SIGNED BY _____

For and on behalf of the Receiving Party

In Presence of:

Date: _____