

INTEGRA

CONFIDENTIALITY & ACCESS AGREEMENT

(Non-Disclosure Agreement — Case File 095-X1)

This Confidentiality & Access Agreement (the “**Agreement**”) is made and entered into as of _____ [date] (the “Effective Date”) between:

(1) **Integrity Mentors**, of _____ [registered address] (“**Integrity Mentors**” or the “**Disclosing Party**”), being the operator of the *Integra* service; and

(2) **the Recipient** identified in the signature block below (the “**Recipient**”).

Integrity Mentors and the Recipient are each a “Party” and together the “Parties”.

A. Background

Integrity Mentors operates *Integra*, a methodology and service for the assessment of esports integrity signals. In connection with the Recipient’s evaluation of a potential pilot engagement (the “Purpose”), Integrity Mentors may give the Recipient access to confidential case material, including a redacted (blurred) preview made available at a private link, and may un-blur, reveal, or otherwise disclose further material to the Recipient. The Recipient wishes to receive such access and agrees to the terms below as a strict condition of, and in consideration for, that access.

1. Definitions and Interpretation

“**Confidential Information**” means all information disclosed by or on behalf of Integrity Mentors to the Recipient in connection with the Purpose, in any form and whether or not marked confidential, including without limitation: Case File 095-X1; the private link and all of its contents; the blurred preview and any un-blurred or full-resolution material; all dossiers, reports, analyses, ratings, tables, images, screenshots, data and signal interpretations; and the *Integra* product, methodology, and know-how.

“**Subject Material**” means any part of the Confidential Information that names, depicts, references, or could reasonably be associated with any natural person, team, organisation, or match.

2. Grant and Condition of Access

Integrity Mentors grants the Recipient a limited, personal, non-transferable, revocable right to view the Confidential Information solely for the Purpose. Access is conditional on this Agreement. The Recipient’s acceptance of these terms (including by selecting “I Agree” at the private link) and/or any access to or viewing of the Confidential Information constitutes the Recipient’s agreement to be bound by this Agreement.

3. Nature of the Material; No Allegation

The Recipient acknowledges, accepts, and agrees that:

- (a) the Subject Material is illustrative analytical signal interpretation, provided only to demonstrate and evaluate the Integra methodology;
- (b) it does NOT constitute, and shall not be treated as, an allegation, accusation, charge, finding, conclusion, determination, or imputation of cheating, match-fixing, corruption, or any other misconduct or wrongdoing by any natural person, team, or organisation;
- (c) it does not carry, and does not purport to carry, the status of any regulatory, disciplinary, investigatory, or judicial determination, and no such process or outcome is asserted or implied;
- (d) the presumption of innocence applies to every individual referenced, who is to be regarded as innocent of any wrongdoing;
- (e) any names, identifiers, likenesses, or images appearing in the material are incidental to a methodology demonstration and must never be read as a statement of fact about, or a conclusion regarding, any identifiable person.

4. Confidentiality Obligations

The Recipient shall:

- (a) keep the Confidential Information strictly confidential and secure, using no less than a reasonable degree of care;
- (b) not disclose it to any third party, and limit access within its own organisation to those personnel who strictly need it for the Purpose and who are bound by confidentiality obligations no less protective than these;
- (c) not copy, photograph, screenshot, screen-record, download, scrape, reproduce, or create derivative works from the Confidential Information, except to the minimum extent expressly authorised in writing by Integrity Mentors; and
- (d) not distribute, forward, publish, post, broadcast, or otherwise make the Confidential Information available to any person, whether onward, publicly, or to any media.

5. Restrictions on Use

Without limiting clause 4, the Recipient shall NOT:

- (a) use the Confidential Information for any purpose other than the Purpose;
- (b) use it to identify, name, “out”, accuse, allege against, defame, disparage, harass, sanction, discipline, suspend, terminate, or take or threaten any adverse, punitive, or disciplinary action against any individual, team, or organisation;
- (c) rely upon it as evidence of, or as a basis for any decision, statement, or action concerning, any person’s conduct; or
- (d) state, suggest, or imply that the material constitutes a finding or proof of wrongdoing by any person.

6. No Reliance; No Warranty

The Confidential Information is provided “as is” and “as available”. Integrity Mentors makes no representation or warranty, express or implied, as to its accuracy, completeness, currency, or fitness for any purpose. The Recipient accesses and considers the material entirely at its own

risk, will form its own independent judgement, and will independently verify any matter before taking any action. To the maximum extent permitted by law, Integrity Mentors shall have no liability to the Recipient or any third party arising out of the Recipient's access to, use of, or reliance on the Confidential Information.

7. Data Protection and Lawful Processing

To the extent the Confidential Information contains personal data, the Recipient shall process it only for the Purpose and in compliance with all applicable data-protection and privacy laws (including, where applicable, the Digital Personal Data Protection Act, 2023). The Recipient shall keep such data secure, shall not attempt to re-identify, enrich, or combine it with other data to identify any individual, and shall delete it upon request.

8. Intellectual Property

All intellectual property rights in Integra, the methodology, and the Confidential Information remain the exclusive property of Integrity Mentors (or its licensors). Nothing in this Agreement transfers or licenses any such rights to the Recipient, save for the limited right of access expressly granted in clause 2.

9. Return and Destruction

Upon the earlier of Integrity Mentors' request or the conclusion of the Purpose, the Recipient shall immediately cease accessing the Confidential Information and shall destroy or permanently delete all copies in its possession or control, and, if requested, certify such destruction in writing.

10. Term and Survival

This Agreement applies from the Effective Date and continues in respect of each item of Confidential Information for five (5) years from its disclosure, except that obligations in respect of personal data, sensitive material, and trade secrets, and the acknowledgements in clause 3, shall survive indefinitely.

11. Remedies

The Recipient acknowledges that any breach of this Agreement may cause Integrity Mentors irreparable harm for which damages would be an inadequate remedy. Accordingly, Integrity Mentors shall be entitled to seek injunctive and other equitable relief, in addition to any other remedy available at law, without the need to prove special damage.

12. Indemnity

The Recipient shall indemnify, defend, and hold harmless Integrity Mentors and its directors, officers, employees, and agents from and against all claims, demands, proceedings, losses, damages, liabilities, fines, and costs (including reasonable legal fees) arising out of or in connection with (a) the Recipient's breach of this Agreement, or (b) the Recipient's unauthorised access to, use, disclosure, or publication of the Confidential Information, including any claim brought by any individual, team, or organisation referenced in the Subject Material to the extent attributable to the Recipient's acts or omissions.

13. No Obligation; No Partnership

This Agreement does not oblige either Party to proceed with any pilot, transaction, or business relationship, and creates no partnership, joint venture, or agency between the Parties.

14. General

This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. Any variation must be in writing and signed by both Parties. No failure or delay in exercising a right is a waiver of it. If any provision is held invalid or unenforceable, the remainder continues in full force. The Recipient may not assign this Agreement without Integrity Mentors' prior written consent. This Agreement may be accepted or executed electronically and in counterparts, each of which is an original and which together form one instrument.

15. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of **India**. The courts at _____ **[city]**, **India** shall have exclusive jurisdiction.

AGREED AND ACCEPTED. By signing below (or by accepting electronically at the private link), the Recipient confirms it has read, understood, and agrees to be bound by this Agreement, and that it is an authorised, named recipient.

For and on behalf of INTEGRITY MENTORS	RECIPIENT
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Organisation: _____
	Email: _____
	Date: _____

This template is provided to support Integrity Mentors' confidential disclosure process and should be reviewed by qualified legal counsel in the applicable jurisdiction before use.