

AKASH SHEORAN

Advocate

Room no.19, Chamber no.45,
Punjab & Haryana High Court, Sector-1, Chandigarh-160001,
E-mail: advakashsheoran@gmail.com, Ph: +91-8076770343

WITHOUT PREJUDICE

By courier/Email

LEGAL NOTICE

Date: 29/06/2025

To,

1. The Managing Director/Authorized Representative
M/s Netscape Labs Infotech Pvt. Ltd @ NSL Infotech Pvt. Ltd
Plot No. F-547, Second Floor,
Industrial Area, Sector 75,
Sahibzada Ajit Singh Nagar, Punjab 160055.
2. Chirag Kohli,
Chief Executive Officer,
NSL Infotech PVT LTD
Plot number F-547, Phase 8 A, Pin 160055
Mohali - India.
3. Gaurav Sethi
Co-Founder & Chief Executive Officer
NSL Infotech PVT LTD
Plot number F-547, Phase 8 A
(+91)-9646-8485-01 Pin 160055
Mohali - India.

✓. Jatinder Arora
Chief Executive Officer/Director
NSL Infotech PVT LTD
Plot number F-547, Phase 8 A, Pin 160055
Mohali - India.

Subject: **Legal Notice for Multiple Breaches of Confidential Disclosure Agreement, Misuse of Confidential Information, Intellectual Property, and Wilful Non-Performance.**

Sir,

Under the explicit instructions from Whuups Inc., a corporation incorporated under the laws of the United States of America, with its registered office at 16192 Coastal Hwy, Lewes, DE 19958, USA, through its authorized signatory, Mr. Gailord JC Bovrisse, President and Founder of Whuups Inc. (hereinafter referred as “my client”), this Legal Notice is issued to address your serious and unlawful actions of Multiple Breaches of Confidential Disclosure Agreement, Misuse of Confidential Information, Intellectual Property, and Wilful Non-Performance.

This notice is issued with a view to safeguard the interests of my client, whose operations and reputation have been significantly affected by your ongoing conduct. The following sets out the detailed context of the issues, the specific breaches attributed to you, and the corrective measures that are being demanded.

1. That as CEO and founder of NSL Infotech Pvt. Ltd. (also known as Netscalpelabs), executed a binding Confidential Disclosure & Non-Compete Agreement (hereinafter to be referred as the “Agreement”) with my client on 22 August 2024, with the stated purpose of evaluating a potential business engagement, subject to strict obligations of confidentiality, protection of intellectual property, non-disclosure, and post-engagement compliance. The agreement expressly outlines responsibilities concerning proper and limited use of confidential material, timely return of proprietary assets, prohibition on misuse or

diversion of funds or information, legal consequences of breach, including liability for loss of business potential. A copy of the aforementioned agreement is enclosed with the present notice for your perusal.

2. That it has come to light that you and your company have acted in willful violation of the Agreement, causing significant damage to my client, as follows:

A) Withholding Source Code and Failure to Deliver

Despite repeated communication, you failed to provide timely delivery of the source code and application features. You deliberately avoided pushing the working code to the client's GitHub repository, thereby causing version loss and access disruption.

B) Tampering and Sabotage of Developed Features

You actively interfered with existing features of the application, damaging critical functionality and compromising the technical structure, thereby rendering prior work unstable or unusable.

C) Unauthorized Attempt to Access Domain Assets

You attempted to unlawfully access my client's OVH account, including domain controls and related cloud services, without authority or consent — a gross violation of trust and confidentiality.

D) Misuse of Financial Sponsorship

You misused sponsorship funds granted by Whuups Inc. for attending GITEX Singapore, by engaging in unrelated and undisclosed commercial activities under the client's cover. This was a deceptive act and undermines the fiduciary understanding between the parties.

E) Refusal to Return Proprietary Materials

Despite multiple formal requests, you failed to return Whuups Inc.'s proprietary codebase, app data, and associated files within the 30-day period mandated by the Agreement.

F) Loss of Business Opportunity and Commercial Harm

Your misconduct has resulted in substantial loss of investor confidence, delay in go-to-market operations, breakdown of technical infrastructure, and irreversible damage to business goodwill and opportunity.

G) Breaking of Core App Features

You have broken key parts of a peer-to-peer calling system, which took 3 years to build worth 210,000 USD and the pushed code is partial and the same does not match the payment proportion.

H) Domain Theft Attempt from OVH

That you tried to steal Whuups' domain, unauthorized domain transfer and OVH blocked the transfer and confirmed it was attempted from within NSL. A co-founder has admitted to the fact that the same was internal.

I) Lack of Transparency about API Provider

Furthermore, you have failed to disclose the third-party API provider for "Flips" feature which has also violated the terms of the agreement.

J) Overcharging on Invoices

Your invoices were inflated and later on you have corrected the last invoice, implicitly admitting to your fault.

K) Possession of Whuups' Source Code

That you still hold the ownership and have refused access until further payment which is a clear breach of contract and IP misuse on your end.

3. That your conduct as detailed above, constitutes a composite breach of a binding contract under Indian law, actionable both under Civil Law and Criminal Law, including: Section 316 BNS, Section 318 BNS and Sections 66-C / 66-D of the Information and Technology Act, 2000. In addition, you may be liable under international data privacy and commercial misuse provisions.

That in view of the foregoing, my client, through this notice, formally demands that you immediately undertake the following action/s within 15 days of receiving this notice:

A) Finish the pending work as mentioned which has caused my client serious monetary and reputational loss without any further delay quo which payment has already been made by my client.

B) Immediately return all source code, digital assets, documents, and backups related to Whuups Inc.'s application and project.

C) Pay a compensation amount of ₹ 1,79,53,169 /-INR (\$ 2,10,023.71 USD) towards damages caused by your deliberate and continuing breaches otherwise finish the pending work as mentioned.

D) Issue a formal written undertaking that you have ceased and will cease all further use, retention, or sharing of Whuups Inc.'s intellectual property or confidential information.

E) Provide an account of all access logs and changes made to the project files, GitHub repositories, and any credentials provided to you.

F) Finalize the pending work, app corrections as required by my client quo which they have paid full payment and web to be terminated with a QR code security signing.

G) Return the code and finish what you have broken and complete the pending work within a period of 15 days and repair the P2P call feature.

4. That please be advised that should you fail to comply with the demands set forth in this notice within the stipulated time frame of 15 days, my client will have no alternative but to initiate appropriate legal proceedings against you. These proceedings will include, but may not be limited to, civil action for breach of contract, injunctive relief to prevent further misuse of confidential information, and criminal prosecution under the applicable provisions of the BNS 2023. You will be liable for all costs, including legal fees, incurred by my client in pursuing such actions.

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In addition to the aforementioned demands, my client reserves the right to seek the following legal remedies, but not limited to:

(a) Injunctive Relief To prevent any further unauthorized use or disclosure of confidential information

(b) Damages: To recover compensatory, consequential, and punitive damages arising from your breaches.

(c) Specific Performance: To compel you to adhere to the terms of the agreement.

(d) Legal Costs: To recover all legal costs and expenses incurred in enforcing the rights and remedies available under the agreements and applicable law.

6. This Legal Notice is being issued to you without prejudice to any other rights and remedies that may be available to my client under law. You are advised to treat this notice with the seriousness it warrants and to act immediately to rectify the situation. Failure to do so will leave my client with no choice but to seek redressal through the appropriate legal channels, and you will be held accountable for all resulting consequences.

I trust that you will act in compliance with the demands of this notice and avoid any further legal complications.

A Copy of this Notice has been retained in my office for future action and reference.

Yours sincerely,



AKASH SHEORAN

ADVOCATE

Room no.19, Chamber no.45,
Punjab & Haryana High Court,
Email: advakashsheoran@gmail.com,
Ph: +918076770343

Attachment:

- 1) Copy of Agreement dated 22.08.2024.

**CONFIDENTIAL DISCLOSURE AGREEMENT (NON-DISCLOSURE AGREEMENT) &
NON-COMPETE AGREEMENT**

This Corporate Non-Disclosure (confidential) agreement is entered into and made effective as on

22 Aug 2024 between **Chirag Kohli** CEO at **NSL Infotech Pvt Ltd Mohali, India 160055** herein referred to as 'disclosing party' and **Whuups Inc 16192 Coastal Hwy, Lewes, DE 19958, USA**, hereinafter referred to as 'informing party' or 'disclosing party'.

Unless the informed party specifies that this agreement will apply only to a specific division or location, this agreement will apply to the participant's entire organization and association worldwide.

Whereas, 'informing party' and 'informed party' have certain confidential information which they desire to disclose confidentially to each other relating to informing party information, including but not limited to trade secrets and proprietary information about finances, marketing plans and techniques, forecasts, operational structures and methods, pricing policies, customer lists and other proprietary, private confidential business matters, all hereinafter referred to as the INFORMATION, and both parties hereby agree that this two-way exchange is for the sole purpose of evaluating potential business opportunities involving each party or one or more subsidiaries of each party.

The parties agree as follows:

1. **Information:** Each under signed party (the receiving party) understands that the other party (the disclosing party) has disclosed or may disclose information relating to the disclosing party and/or its products, which has been conspicuously marked or otherwise specifically identified as confidential or proprietary, whether oral, written, graphic or in machine-readable form, which has commercial, technical and/or other value in the Disclosing party's business and is confidential in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information) of the disclosing party. Oral statements made by either party to the other party will be considered confidential. Notwithstanding anything to the contrary herein, the existence or subject matter of this agreement, including the fact that any investigations, discussions, or negotiations are taking place concerning a possible transaction or the status thereof, or that the receiving party has received confidential information from the disclosing party shall be deemed to be confidential information. In no event shall either party disclose any aspect of the working relationship to any third party.
2. **Obligations:** The receiving party shall maintain the information received (from the disclosing party) in trust and confidence and shall not use it directly or indirectly with businesses fully or partially, owned by the disclosing party. The receiving party shall disclose the Information received by it under this Agreement only to persons within its organization who have a need to know the Information in the performance of their duties and who are bound by agreements to protect the confidentiality of the Information. For this agreement, the term employees shall include independent contractors of each party. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent-informed party, and majority-owned subsidiaries with a need to know. Any copies that are made will be identified as belonging to the disclosing party and marked 'confidential'.
3. **Obligation of confidentiality shall not extend to:** The receiving party shall not be liable for the disclosure of any confidential information, which is: Rightfully in the public domain; except other than by a breach of a duty to the disclosing party. Rightfully received from the third party without any obligation of confidentiality; Rightfully known to the receiving party without any limitation on use or disclosure before its receipt from the disclosing party; Independently developed by the employees of the receiving party; Generally made available to third parties by the disclosing party without

restriction on disclosure. Is required to be disclosed by the disclosing party to comply with the applicable laws or government regulations.

4. If the receiving party becomes compelled to disclose the disclosing Party's Confidential Information to any governmental or regulatory authorities, or as required by law or court order, the receiving Party shall inform the disclosing Party, in writing, of such fact or obligation as soon as reasonably possible after it becomes aware of it and, if possible, before any Confidential Information is disclosed. The receiving Party, compelled to disclose shall ensure, insofar as it is able to procure the same, that any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation. Each Party agrees to assist and cooperate in any appropriate action that the other Party may decide to take.

5. This agreement shall be in force for not more information than 3 years starting from the effective date. However, unless at least one of the exceptions outlined in section 3 below has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such confidential information to third parties under the terms of a non-disclosure agreement.

6. **Title:** Each party acknowledges and agrees that As between the parties, the confidential information is and shall remain the sole and exclusive property of the disclosing party, No patent, copyright, trademark, trade secret, or other proprietary right is licensed, granted, or otherwise transferred by this agreement or any disclosure hereunder except for the right to use such confidential information in accordance herewith; and Any confidential information is provided by the disclosing party wholly on an 'AS IS' basis and no warranties of any kind are given concerning any confidential information disclosed hereunder or any use thereof.

7. This Agreement supersedes any prior agreements, written or oral, negotiations, communications, understanding, and terms, whether expressed or implied regarding the confidential information, between the receiving party and the disclosing party relating to the Information. This Agreement may not be modified in whole or in part except by an agreement in writing signed by the receiving party and the disclosing party. Any other agreements between the parties, including non-disclosure agreements will not be affected by this agreement.

8. If any clause of this Agreement or part thereof is found by a court of law or jurisdiction to be unenforceable or void, the validity of any other clause or part thereof will not be affected.

9. Nothing in this Agreement may be deemed or construed as creating any license or rights in or concerning any invention, concept, discovery, trade secret, or information contained in the INFORMATION provided.

10. This agreement shall not prevent the disclosing party from making use of, or disseminating the Information, or from entering into any agreement with any other party in connection with the Information in any way the 'disclosing party' deems fit and without any obligations to the 'receiving party'.

11. The 'receiving party' shall make no use of the Information except for the purposes of evaluation recited herein, unless agreed to in writing by the 'disclosing party'. Upon payment of all outstanding fees, the informed party owns the application, images, and associated computer files. Such information may be digitally stored or in hard copy format at RECEPIENT'S facilities. If requested in writing, the 'receiving party' will provide all such materials to the disclosing party or his agent within 30 days of such request.

12. The failure of either party to enforce any right resulting from a breach of any provision of this agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right here in under.

13. **Termination:** Neither party has any obligation to disclose Information to the other. Either party may terminate this agreement at any time without cause upon written notice to the other party; provided that each party's obligation concerning Information disclosed during the term of this

agreement will survive any such termination. Either party may at any time Cease giving confidential information to the other party without any liability, and/or Request in writing the return or destruction of all or part of its Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

14. **Breach.** If the informed party is found to breach this agreement in any way, shape, or form without direct content of the informing party, the informed party must immediately relinquish all documents, assets, copyrights, patents, intellectual property, and any other information and assets found in association to the information shared by the informing party to the informing party. The informed party may also be liable for damages resulting in the loss of business potential from the breach of this agreement which will be established by the informing party at the time of the breach.

In witness whereof, the parties have hereby executed this Agreement as of the effective date.

Receiving Party

Name: Chirag Kohli
Title: Founder and CEO
Date: 23 Aug, 2024

Chirag Kohli



Disclosing Party

Name: Whoops Inc represented by Gailord JC Bovrisse
Title: President & Founder
Date: 23 August, 2024

[Signature]



- Address Left
- No Such Person in The Address
- Refused
- Insufficient Address
- Deceased

PT 5

B-36

[Signature]

CHECKED & VERIFIED

[Signature]