

STANDARD TERMS & CONDITIONS FOR INFLUENCERS

- A. These Standard Terms and Conditions for Influencers (the "**Terms**") are applicable to any influencer or content creator ("**Influencer**" or "**You**" or "**Your**") who collaborates with Tech Mahindra Global Chess League AG ("**TMGCL**") for the purpose of promoting the third edition of the Global Chess League (the "**League**" or "**GCL**"), through social media campaigns, promotions, and related activities (collectively, the "**Campaign**"). By participating in the Campaign, You agree to these Terms. Where an Influencer is between the age of 13-18 years, participation in the Campaign shall be subject to the express consent of the Influencer's parent/legal guardian. By participating in the Campaign, it shall be deemed that such consent has been duly obtained by the Influencer if required. Individuals below thirteen (13) years of age are not eligible to participate in the Campaign.
- B. PLEASE READ CAREFULLY THE FOLLOWING TERMS BETWEEN TMGCL AND THE INFLUENCER (TOGETHER, THE "**PARTIES**" AND EACH A "**PARTY**"). BY ENGAGING WITH TMGCL TO PROVIDE THE SERVICES FOR THE CAMPAIGN, THE INFLUENCER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS. IF THE INFLUENCER DOES NOT AGREE TO THESE TERMS, THE INFLUENCER SHALL PROMPTLY NOTIFY TMGCL OF THEIR DESIRE TO CANCEL THEIR PARTICIPATION IN THE CAMPAIGN. THE INFLUENCER SHALL NOT BE BOUND BY ANY ADDITIONAL, INCONSISTENT, OR CONFLICTING PROVISIONS UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES. THESE TERMS SUPPLEMENT BUT DO NOT REPLACE ANY OTHER WRITTEN AGREEMENT IN FORCE BETWEEN THE INFLUENCER AND TMGCL IN RELATION TO THIS ENGAGEMENT.

1. SERVICES AND SCOPE

- (a) As part of the Campaign, You, as an independent content creator, will be granted access to certain digital assets, including but not limited to video recordings and other materials from the League, which shall be made available to You (the "**Footage**") in a designated digital repository which shall be accessible through such credentials as may be provided to You by TMGCL ("**Credentials**"). You are authorized to use the Footage solely for the creation and publication of original content ("**Content**") on your personal social media platforms during the period from 3 October 2025 to 31 December 2025 ("**Term**"). Such use shall be in accordance with the terms and conditions set forth herein, with the objective of promoting the League and furthering the goals of the Campaign (the "**Services**").
- (b) If TMGCL is not satisfied with the Services, You must promptly make necessary revisions and adjustments to the Services to meet TMGCL's satisfaction. All changes must be made within twenty-four (24) hours of receiving notification of non-acceptance, unless another period is mutually agreed upon.

2. INFLUENCER OBLIGATIONS

- (a) You agree to co-operate with and act in good faith towards TMGCL and the League and, where necessary, provide such materials including the Content as may be required to render the Services.

- (b) You shall ensure that the applicable page and/or profile on which the Content is posted remains accessible to the public on the relevant social media platforms for the entire duration of the Term.
- (c) You shall, within twenty-four (24) hours of TMGCL's request, or within such other time period as stipulated by TMGCL, promptly edit, remove, or delete any Content as directed and shall promptly notify TMGCL in writing upon making the required changes.
- (d) You agree that any promotional or sponsored posts featuring the Footage must clearly disclose their nature as sponsored content in accordance with applicable regulations and guidelines.
- (e) You agree that You shall not do any of the following without our prior written consent, either solely or jointly with or on behalf of any third party directly or indirectly:
 - (i) reproduce or copy information or material from the Footage or any other material sent or made available to You by us or create derivative works from, modify or commercially exploit any of the Footage for any purpose other than for the purpose of rendering the Services described herein. It is clarified that this restriction does not limit Influencers from receiving any advertisement revenue from the social media pages based on the views and engagement the Content generates;
 - (ii) create a database in electronic or structured manual form by downloading and storing all or any of the Footage for any purpose other than provision of the Services as per the Terms; or
 - (iii) disclose or share the Credentials, or any other related information that could lead to the discovery or unauthorized use of the Credentials, thereby granting access to the Footage.
- (f) You shall not, during the term of your engagement with the Campaign, TMGCL, and/or the League, access, store, distribute, or transmit any material through any social media platform that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, caste, gender, colour, religious belief, sexual orientation, disability; and/or
 - (vi) in manner or content is otherwise illegal or causes damage or injury to any person or property.
- (g) You agree to perform your obligations in a manner that does not infringe upon or constitute an infringement or misappropriation of any intellectual property or other proprietary rights of any third party and ensure the procurement of all necessary permits and licenses from

third parties before utilizing any proprietary content of such third parties in relation to the Services. In the event of any claims brought against TMGCL by any third parties with respect to the use of any third-party proprietary content by You, You hereby undertake to defend and indemnify TMGCL from any such claims.

- (h) You hereby agree and acknowledge that in the event a collaborated post is made by multiple creators, the credit will go to the original creator that is, the account used to post such Content.
- (i) For the purpose of calculating the cumulative views in relation to the Incentive Structure (as provided in greater detail in Annexure A), You agree that only the views generated from the three (3) social media channels provided by You to TMGCL by 31st December 2025 shall be considered. No other channels or platforms shall be included in the calculation of the cumulative views unless otherwise agreed in writing by the Parties.
- (j) You shall ensure that all Content created and published in connection with GCL accurately represents the GCL and adheres to the values, standards, and image of the GCL brand, as communicated by TMGCL. Any deviation or misrepresentation that could harm the reputation or standing of GCL is strictly prohibited.
- (k) In each post related to GCL, You shall provide appropriate attribution by tagging the official League social media accounts. Additionally, You must include the hashtags #TechMGCL and #TheMegaMove in all such posts. You may request to add TMGCL as a collaborator on your posts; however, acceptance of such a request shall be at the sole discretion of TMGCL.
- (l) You are obligated to ensure that all information shared in relation to GCL, its events, players, and partners is accurate and verifiable. Any false, misleading, or inaccurate information is strictly prohibited, and any corrections must be promptly made upon discovery.
- (m) You are encouraged to actively engage with your audience by responding to comments, queries, and other interactions related to the GCL Content, thereby fostering a positive and interactive experience for viewers. You should monitor and address any negative or inappropriate comments in a professional manner, and report any instances of harassment or misuse to TMGCL.
- (n) You shall refrain from creating or distributing any Content that could potentially harm or negatively impact the reputation, goodwill, or public perception of GCL or TMGCL, its participants, partners, or affiliates. This includes, but is not limited to, defamatory, misleading, or harmful depictions.
- (o) You are expressly prohibited from sharing, distributing, or otherwise making available any Footage including behind-the-scenes content, proprietary material, or other confidential information related to GCL to any third party, without obtaining prior written consent from TMGCL. Unauthorized dissemination of such content shall constitute a material breach of these Terms.
- (p) You shall ensure that GCL-related Content is not associated with politically sensitive, controversial, offensive, or otherwise inappropriate topics. You must avoid any association of GCL with materials that may be deemed harmful or detrimental to GCL's or TMGCL's brand image and public standing.

- (q) You shall not engage in any unfair practices designed to artificially enhance the visibility or engagement of the Content, including but not limited to the use of bots, fake accounts, paid services, or other means to artificially inflate metrics such as likes, comments, views, or followers. All engagement metrics must accurately reflect genuine user interaction.

3. TMGCL'S RIGHTS AND OBLIGATIONS

- (a) TMGCL shall provide You with access to such Footage as may be determined by TMGCL and such Footage may include behind-the-scenes content, interviews, event footage, and other materials relevant to the League for the sole purpose of rendering the Services prescribed herein.
- (b) TMGCL reserves the right to appoint an auditor to verify the analytical data provided by You. In such an event, You shall promptly share Your screen and display channel analytics as requested by TMGCL.

4. USAGE ON ACCOUNTS

- (a) Provision of Services and creation of Content by any third party or proxy is strictly prohibited. All Content must be created and published directly by You on the social media accounts specified under these Terms.
- (b) To be eligible to provide Services under these Terms, You must maintain a valid, active, and publicly accessible account on the relevant social media platforms where the Content is to be published. You shall provide TMGCL with such information as may be required, including but not limited to, your full legal name, date of birth, city and state of residence, postal code, gender, valid email address, contact number, and a link to Your social media accounts. TMGCL may request additional information from time to time as necessary for verification or purposes related to the Campaign.
- (c) Your social media accounts and any activities conducted therein shall be governed by the terms and conditions of the respective platforms. You are required to comply with all applicable terms of service, usage guidelines, and policies of the platforms on which Content is published. Any breach of the platform terms by You shall be deemed a breach of these Terms and may result in immediate termination of Your engagement with TMGCL. TMGCL further reserves the right to pursue any legal action or remedies available under applicable law in the event of such a breach.
- (d) You shall ensure that the Content created and published under these Terms does not violate any community guidelines, standards, or rules of the relevant social media platforms, and You shall bear full responsibility for any penalties, restrictions, or account suspension arising out of non-compliance with such guidelines.
- (e) Any updates to the social media platform's terms of use that may impact Your ability to fulfill Your obligations under these Terms must be promptly communicated to TMGCL. In such an event, TMGCL reserves the right to modify the terms of engagement or terminate these Terms if necessary.

5. CONSIDERATION AND REWARDS

- (a) In consideration of the satisfactory performance of the Services under these Terms, TMGCL agrees to compensate You based on the achievement of specific milestones

outlined in the Incentive Structure, as detailed in Annexure A of these Terms (“**Fee**”). Upon reaching any of the specified milestones, You shall notify TMGCL via electronic mail at contact@globalchessleague.com within twenty-four (24) hours of achieving the applicable milestone. The notification must include requisite proof, such as a screenshot of the cumulative views or any other documentation specified by TMGCL. TMGCL reserves the right to audit and verify Your eligibility for the Fee in accordance with these Terms.

- (b) All payments under these Terms shall be made in US Dollars. Such payments will be subject to applicable tax deductions at source in accordance with the prevailing laws and regulations. The amount disbursed will be the net amount after such tax deductions have been applied, in accordance with the terms specified herein.
- (c) In addition to the Incentive Structure set forth above, TMGCL shall confer special recognition on at least one (1) top-performing Influencer, and may, in its sole discretion, designate any number of additional Influencers as top performers (collectively, “**Top Performers**”). The criteria for determining the Top Performer(s) shall be based on measurable performance and engagement metrics across the social media channels provided by each Influencer, as determined by TMGCL. The Top Performer(s) shall be eligible to win tickets to the League and/or backstage access to the venue of the League and/or any other rewards as determined by TMGCL in its sole discretion (“**Rewards**”). It is clarified that the following shall be excluded from the Reward(s) and any costs in relation to the following shall solely be borne by the Top Performer(s): (a) visa and immigration expenses; (b) on-ground transportation including without limitation commute to the airport; (c) personal expenses and incidental expenses in relation to the Rewards including meals and any activities outside the official itinerary as determined by TMGCL. The allocation, nature, and scope of the Rewards shall be decided by TMGCL at its sole discretion, and no claims or exchanges shall be entertained in this regard. The details of the Rewards and the names of the Top Performer(s) shall be communicated by TMGCL during the Term. The Rewards are personal to the Top Performers and shall not be transferable, assignable, or capable of substitution for cash or any other benefit. The utilisation of the Rewards by the Top Performers will be governed by the terms and conditions communicated by TMGCL in due course.
- (d) Where Rewards involve in-person experiences, an Influencer below the age of eighteen (18) shall be accompanied by his/her parent or legal guardian at the parent’s/guardian’s sole cost and responsibility, unless expressly provided otherwise by TMGCL.

6. MISCELLANEOUS

- (a) **Intellectual Property/Third Party Rights:**
 - (i) All Content created, developed, or delivered by You as part of Your participation in the Campaign, including but not limited to photographs, video recordings, audio recordings, promotional materials, digital and social media content, and any other work capable of being protected under the provisions of applicable copyright or intellectual property laws, shall be the sole and exclusive property of TMGCL. This ownership shall extend in perpetuity and on a worldwide basis, across all media, whether currently known or subsequently developed.
 - (ii) Further, TMGCL shall have the irrevocable and unrestricted right to use, reproduce, distribute, modify, adapt, display, perform, transmit, and otherwise exploit the

Content and/or Footage in any format or medium, including but not limited to digital, print, broadcast, social media, and any other promotional or commercial platform, for any purpose it deems fit. This includes the right to sublicense such Content and/or Footage to third parties. These rights shall survive the expiration of the Term and shall continue indefinitely without the need for further approval, additional compensation, or consent from You.

- (iii) You agree to cooperate fully with GCL to effectuate the rights granted under these Terms. Upon request, You shall promptly execute any additional documents, take necessary steps, or provide further assurances as may reasonably be required by TMGCL to confirm or perfect its ownership and rights over the Content.
- (iv) To the fullest extent permitted by law, You hereby waive any and all moral rights in the Content, including but not limited to the right of attribution, integrity, and any right to object to derogatory treatment of the Content, and You agree not to assert any such rights against TMGCL or its successors, assigns, or licensees. By participating in the Campaign, You hereby grant TMGCL the non-exclusive right to use Your personal attributes in connection with the Content and the promotion of the Campaign or the League, subject to these Terms.
- (v) You acknowledge that TMGCL shall not be held liable for any unauthorized use or misappropriation of the Content by third parties once such Content has been published or distributed through public channels. While TMGCL will take reasonable efforts to protect the integrity of the Content, any claims regarding misuse by third parties shall not impose liability on GCL.
- (b) **Indemnification:** You hereby agree to indemnify, defend and hold harmless TMGCL from and against all liability and costs incurred in connection with any claims arising out of or relating to your participating in the Campaign and provision of the Services, including but not limited to any breach of obligations, representations or warranties in these Terms, or any claim arising out of any breach of a third party's rights of any nature by You.
- (c) **Waiver:** Your participation in the Campaign and provision of the Services is at your own risk and strictly in accordance with these Terms. TMGCL bears no responsibility for any loss or damage incurred as a result of your participation in the Campaign, and You waive any claims against TMGCL in relation thereto.
- (d) **Breach of Terms:** In the event of any breach of these Terms by You, your participation in the Campaign shall be automatically terminated. If a breach of any of the terms set forth herein is identified after the disbursement of the Fee, TMGCL reserves the right, at its sole discretion, to demand the return of any Fee paid to You. Upon such demand, You agree to promptly return the Fee in full, as directed by TMGCL.
- (e) **Termination:**
 - (i) TMGCL reserves the right to terminate these Terms and deactivate your access to the Footage immediately, at its sole discretion, without any requirement to provide notice or reason.
 - (ii) TMGCL shall have the right to terminate your engagement immediately if You engage in any act, omission, or series of acts that, in TMGCL's sole and absolute

discretion, tarnishes, discredits, or otherwise brings into disrepute the name, reputation, or standing of TMGCL, the League, its affiliates, or any other participant involved in the Campaign. In lieu of termination, TMGCL may, at its discretion, require You to undertake remedial action, including issuing a public statement, press release, or participating in a press conference to address and rectify any reputational damage caused by your actions. Such remedial actions shall be subject to TMGCL's prior written approval regarding the content, form, and method of execution.

(iii) You may terminate these Terms at any time by providing written notice to TMGCL of seven (7) days.

(iv) Termination of these Terms, regardless of the reason, shall not affect or prejudice any rights or obligations that have accrued to TMGCL prior to the date of termination. Additionally, any provisions of these Terms that are expressly or impliedly intended to survive termination, including but not limited to confidentiality, intellectual property rights, and indemnity obligations, shall continue in full force and effect following the termination.

(f) **Consequences of Termination/expiry:** Upon termination or expiry of these Terms, for any reason:

(i) You shall immediately cease all use of the Footage and any materials related to the Campaign. Subject to any temporary use or engagement expressly permitted by TMGCL at its sole discretion, You must discontinue any engagement with TMGCL, the League, or any related activities.

(ii) You may retain the Content on your social media accounts unless otherwise communicated by TMGCL. In the event that TMGCL requests the removal of any or all Content, You shall delete the specified Content within twenty-four (24) hours of receiving such a request from TMGCL.

(iii) You shall promptly return or destroy any Credentials, access details, or other materials shared with You in relation to the Footage or the Campaign. Any stored or saved copies of the Footage or materials, in any form or medium, must be permanently deleted, and You must provide written confirmation of such deletion to TMGCL.

(iv) In the event of termination under Clause 6(e)(ii), if the Fee has been paid to You in relation to achieving a milestone for any Content that, in TMGCL's sole determination, disparages or brings disrepute to TMGCL, the League, or any other participant, You shall refund the Fee paid for such Content to TMGCL. TMGCL reserves the right to take further legal action to recover any damages arising from such breach.

(v) You shall return or destroy any Confidential Information provided by TMGCL or any of its affiliates, including but not limited to documents, data, and any other proprietary materials. Upon request, You must certify in writing that all such Confidential Information has been returned or destroyed.

(vi) You shall cease all forms of association, whether direct or indirect, with TMGCL, the League, and any other entities or affiliates involved in the Campaign, and You agree

not to represent yourself as being affiliated with GCL or TMGCL in any manner after termination.

(g) **Confidentiality:** You undertake that:

- (i) You shall keep secure and not at any time disclose to any person any information relating to TMGCL or the League which we reasonably consider to be confidential, including but not limited to details of our relationships with or knowledge of the requirements of the League, any partners; details of TMGCL's, or the League's business methods, finances, prices or pricing strategy, marketing or development plans or strategies, Credentials and any other information made available to You which is or ought reasonably to be considered confidential in nature ("**Confidential Information**"), without TMGCL's prior written consent, except as permitted by sub-clause (ii) of this Clause 6(g);
- (ii) You may disclose Confidential Information as required by law or to Your representatives or advisers who need to know such information for the purposes of carrying out your obligations under these Terms, provided that You shall ensure that such representatives and advisers comply with this Clause 6(g);
- (iii) You shall not use the Confidential Information for any purpose other than to fulfil your obligations under these Terms.

7. **DISCLAIMER:** You acknowledge and agree that:

- (a) TMGCL shall not be liable or responsible for any actions or omissions of any third party, and expressly disclaims any and all liability arising therefrom.
- (b) TMGCL shall not be liable for any damage, loss, injury, or disappointment suffered by You as a result of your participation in the Campaign or acceptance of the Fee, including any injury or damage to your or any other person's personal property, including but not limited to computers or mobile devices, related to or resulting from participation in the Campaign.
- (c) To the extent permitted by applicable law, in no event shall either Party be liable for any special, indirect, consequential, exemplary, or incidental damages, however caused, arising out of or relating to these Terms or the engagement hereunder, even if advised of the possibility of such damages. The aggregate liability of TMGCL to You, regardless of the form of action whether in contract, tort (including negligence), or otherwise shall be strictly limited to the amount of the Fee that is due and payable to You at the time such liability arises, as per the Incentive Structure outlined in these Terms.
- (d) All collection, storage, use and disclosure of any information provided by You to TMGCL will be in accordance with TMGCL's privacy policy available at: <https://globalchessleague.com/privacy-policy>.

8. **GENERAL**

TMGCL reserves, at its discretion, the right to: (i) vary the Terms without notice, including but not limited to your obligations; (ii) withdraw, vary or substitute the Fee and/or Rewards associated with the Campaign. All Annexures to these Terms shall be deemed to be incorporated in and form part of the Terms.

9. **GOVERNING LAW AND JURISDICTION**

These Terms will be governed by and in accordance with the laws of Switzerland. The Courts at Lausanne, Switzerland shall have exclusive jurisdiction in relation to these Terms.

ANNEXURE A

INCENTIVE STRUCTURE

Incentive Slab	Cumulative Views	Incentive (USD)	Top creators to reach milestones, first
1	One Million (10,00,000) to Two Million (20,00,000)	USD Hundred (\$100)	Thirty (30)
2	Two Million and One (20,00,001) to Ten Million (1,00,00,000)	USD Three Hundred (\$300)	Twenty (20)
3	Ten Million and One (1,00,00,001) to Twenty-Five Million (2,50,00,000)	USD Five Hundred (\$500)	Ten (10)
4	Twenty-Five Million and One (2,50,00,001) to Fifty Million (5,00,00,000)	USD Thousand (\$1000)	Five (5)
5	Fifty Million and One onwards (5,00,00,001 onwards)	USD Two Thousand (\$2000)	Three (3)

Incentive Structure and Eligibility

The incentives outlined herein are applicable for cumulative views gained between 3 October 2025 and 31 December 2025 (“**Incentive Structure**”).

1. **Incentive Structure in Race Format:** The incentive distribution shall follow a race format, as described below:
 - (a) Only the first three (3) Influencers to achieve the milestone of Fifty Million and One (50,000,001) views shall qualify for Incentive Slab 5 as set forth above.
 - (b) The subsequent five (5) fastest Influencers to reach Twenty-Five Million and One (25,000,001) views shall only be eligible for Incentive Slab 4.
 - (c) The next ten (10) Influencers to reach Ten Million and One (10,000,001) views shall qualify only for Incentive Slab 3.

- (d) The following twenty (20) Influencers to reach Two Million and One (2,000,001) views shall qualify only for Incentive Slab 2.
 - (e) The next thirty (30) fastest Influencers to reach One Million and One (1,000,001) views shall qualify only for Incentive Slab 1.
 - (f) It is hereby clarified that no other monetary incentive in addition to the Fee specified herein shall be paid out to any Influencer.
2. **Eligibility for Higher Slabs:** Once an Influencer qualifies for a higher slab, they shall not be entitled to receive any incentive payments from a lower slab.
3. **Incentives are Slab-Specific:** Incentives are tied to the specified slabs and are not calculated on a per-view basis.
- (a) For clarity, if an Influencer A obtains 1,330,001 views and Creator B obtains 1,000,001 views, both will receive the same incentive of USD Hundred (\$100) under Incentive Slab 1 as described in Paragraph 1(e).
4. **In the Event of a Tie:** In the case of two Influencers reaching the same milestone at the exact same time, the following rules shall apply:
- (a) The Influencer whose email is received first by TMGCL shall qualify ahead in the race.
 - (b) If the emails are received at the same time, the Influencer with more posts during the period between 3 October 2025 and the date of email receipt shall qualify ahead.
 - (c) If the number of posts are tied, the post which first reached the qualifying milestone shall determine who qualifies ahead.
 - (d) If a tie persists, both Influencers shall be given three (3) additional days to garner more views on their content, with the Influencer accumulating the most views during this period qualifying ahead.
5. **Removal or Deletion of Content:** If TMGCL exercises its right to remove and/or delete content in accordance with Clause 2(c), any views associated with such removed or deleted content shall not be counted towards the cumulative views for the purposes of determining incentive eligibility.