



## MUTUAL NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION AGREEMENT

(Agreement Concerning Exchange or Disclosure of Confidential, Trade Secrets, Private,  
Proprietary, Sensitive, or Information Presently Unknown to Recipient)

**THIS AGREEMENT** (“**Agreement**”) is effective today’s date \_\_\_\_\_ and executed by and between AltFunds Global AFG AG including any and all of his companies, heirs, and assigns, (hereinafter collectively referred to as “TZ”) and

hereinafter referred to as the **Party** on the other hand; the Parties may be referred to herein as either a disclosing party or recipient party, depending on which party is disclosing confidential information, and together may also be referred to collectively as the “Parties.”

### DECLARATION OF GOOD FAITH

The parties enter into this agreement in good faith, expressly pledging to act at all times, both before and after discussions and disclosures, in good faith toward the other party. The parties further acknowledge that despite their best drafting efforts, no contract can comprise all possible or foreseeable events of a breach; accordingly, the parties enter into this agreement expressly consenting to the broad construction of its protective terms consistent with the spirit of remedial enforcement of its terms to protect the non-breaching party.

### PURPOSE

The spirit of this agreement is that if a party profits from confidential information disclosed by the other party, the parties shall profit together pursuant to future negotiated terms. If the recipient of the disclosing party’s confidential information otherwise directly or indirectly profits due to the disclosure or use of confidential information or discloses such information to third parties, which the disclosing party did not expressly authorize, such conduct shall be deemed bad faith for which disclosing party shall be entitled to all forms of relief at law and in equity.

### RECITALS

- A. WHEREAS the Parties wish to engage in candid communications for the exclusive purpose of evaluating whether to do business together.
- B. WHEREAS, to assure that the parties have access to adequate information to perform their desired amount of due diligence for the exclusive purpose of determining whether to do business together, the parties agree to share confidential, trade secret, private, proprietary, sensitive, or other information that the other party presently does not know and could not learn *but for* the disclosing party disclosing such information (collectively “confidential” information).

C. WHEREAS to ratify the pledge of good faith to each other, each party promises not to disclose, use, or appropriate to the recipient's benefit (financial or other) or the discloser's detriment (financial or other) any confidential information disclosed between them.

D. WHEREAS, whether or not parties decide to do business together in any way, all-inclusive, parties pledge to indefinitely and forever keep secret and to themselves any confidential information disclosed by the other party; and

E. WHEREAS, prior to disclosing any confidential information concerning the certain business, financial, strategic, technical, and/or other information, the parties desire to ensure that each of them will not use such information to enter into direct competition with the other or provide such confidential information to third parties which could in any way invoke the proscriptions contained **Recital C**, the same being an act of express bad faith.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are material terms of this Agreement, the premises, the mutual promises, covenants, representations, and warranties contained in this Agreement, the receipt and sufficiency of which each Party hereby acknowledges, the Parties hereby agree as follows:

## **AGREEMENT ARTICLE 1 IDENTIFICATION OF CONFIDENTIAL INFORMATION**

All parties to receive confidential information represent that they are not unauthorized or disqualified from receiving such information, expressly representing that they are not identified on the OFAC list of prohibited persons (search may be conducted at the following address):

<https://sanctionssearch.ofac.treas.gov><sup>1</sup>

1. **Confidential Information.** Confidential and proprietary information includes, without limitation, the parties' financial conditions and resources, business relationships, strategies and methods of operation, financing conditions, structures, terms and techniques, marketing plans and strategies, cost and pricing strategies, and structures, compensation arrangements, names of and affinity or goodwill associated with various service providers, vendors and contractors, operating plans and related matters, customer lists, development plans, projections, intended lenders or financiers, contractors and counterparties, and other similar information or information formulated from the said information, all-inclusive, including intellectual property and all other information shared by one party that was unknown

to the other prior to disclosure, collectively “Confidential Information.” Confidential Information is contemplated to include trade secrets and other information that is not characterized as trade secrets. Confidential and proprietary information may exist and may be delivered or disclosed in any form or format, including in documents, verbally, or electronically via emails, text messages, voicemails, emojis, *etc.* Confidential and proprietary information **does not** need to be marked “confidential,” “proprietary,” “trade secret,” or otherwise in order to be protected by and subject to this agreement. All confidential information provided by one party to the other (including information provided before the date of this agreement) shall be deemed to be confidential and proprietary and treated as such, **except for the following** (Attached Appendix if necessary):

This Sanctions List Search application (“Sanctions List Search”) is designed to facilitate the use of the Specially Designated Nationals and Blocked Persons list (“SDN List”) and all other sanctions list administered by OFAC, including the Foreign Sanctions Evaders List, the List of Persons Identified as Blocked Solely Pursuant to E.O. 13599, the Non-SDN Iran Sanctions Act List, the Part 561 list, the Sectoral Sanctions Identifications List and the Non-SDN Palestinian Legislative Council List. Given the number of lists that now reside in the Sanctions List Search tool, it is strongly recommended that users pay close attention to the program codes associated with each returned record. These program codes indicate how a true hit on a returned value should be treated. The Sanctions List Search tool uses approximate string matching to identify possible matches between word or character strings entered into Sanctions List Search and any name or name component as it appears on the SDN List and/or the various other sanctions lists. Sanctions List Search has a slider bar that may be used to set a threshold (i.e., a confidence rating) for the closeness of any potential match returned as a result of a user’s search. Sanctions List Search will detect certain misspellings or other incorrectly entered text. It will return near, or proximate matches based on the confidence rating set by the user via the slider bar. OFAC does not provide recommendations with regard to the appropriateness of any specific confidence rating. Sanctions List Search is one tool offered to assist users in utilizing the SDN List and/or the various other sanctions lists; the use of Sanctions List Search is not a substitute for undertaking appropriate due diligence. The use of Sanctions List Search does not limit any criminal or civil liability for any act undertaken as a result of, or in reliance on, such use.

- Dealings to date.** The parties acknowledge that their discussions and negotiations have been ongoing and that they may have already provided confidential information or otherwise sensitive non-confidential information to one another. The parties intend that all information provided by either party, even if provided prior to the date of this agreement, shall be subject to the terms and conditions of this agreement; furthermore, that this agreement shall have a retroactive effect to protect all previously provided confidential information and all sensitive non-confidential information. In that event, the parties each represent that they have maintained the confidentiality of all such information and have not disclosed or used such information in any manner inconsistent with the spirit, terms, and conditions of this agreement. If the foregoing representation is not true and accurate, the party for whom it is not true will immediately make a written disclosure of any non-conforming use or disclosure to the other party here or in the attached appendix.

## ARTICLE 2 TERMS AND CONDITIONS OF CONFIDENTIALITY

The parties acknowledge that the time and expense incurred by each of them in developing their confidential information is valuable to them, respectively. Its disclosure, misuse, or misappropriation may cause the disclosing party irreparable harm. In consideration of the parties' disclosures, the parties acknowledge the intrinsic value of being granted access to such confidential information and the potential business opportunity the disclosing party affords to the recipient party, in addition to the attendant risks to the disclosing party should the recipient party disclose this information to any person who is disclosing party does not expressly authorize to receive such disclosure. An unauthorized *person* shall mean anyone to whom confidential information is shared before the disclosing party provides its advance express written permission before any such disclosure. For any unauthorized disclosure, the recipient party agrees to the value of liquidated damages in paragraph 4 below; parties otherwise hereby further agree as follows:

1. **Best Efforts.** Each of the parties agrees and pledges to keep confidential all Confidential Information disclosed to it by the other party or parties; parties promise to use their best efforts to ensure that such Confidential Information will not be transmitted to any unauthorized third parties or made public without first obtaining disclosing party's express written consent; disclosing party will grant such permission only upon third party's execution of its Agreement with the parties, which terms shall expressly include Recipient and authorized third party's agreement to joint and several liabilities for breach by either Recipient or authorized third parties.

2. **Good Faith and Golden Rule.** In protecting Confidential Information shared, each of the parties agrees to use the same practices and procedures to protect the confidentiality of the disclosing party's confidential information as they would use to protect their such information; and in any event, using not less than reasonable care and effort as required by the circumstances and current events, such as using password-protected or encrypted electronic communications, attachments, and the like. The parties shall only use the confidential information of the other in connection with their discussions and negotiations concerning the identified potential transactions and business opportunities with one another and not for any other purpose that would or could have the effect of excluding the disclosing party from benefit or subjecting the disclosing party to detriment or disadvantage, whether financial or otherwise. Furthermore, this clause serves as each party's express consent to invoke **equitable** considerations, in addition to rights and causes of action **at law**, to protect the party harmed by the unauthorized disclosure or use of information that the disclosing party shared with the recipient party.

**Confidentiality operationally.** The foregoing obligations not to disclose or make any use of the Confidential Information shall remain in effect and extend for an indefinite period. However, the obligation

of confidentiality will not apply to any confidential information (a) which is now, or which becomes public knowledge through no fault, act, or omission of the Recipient; or (b) which was already known to the Recipient before the disclosing party's disclosure to the Recipient. The only way the Recipient shall prove prior or existing knowledge is as follows:

- a. As soon as the party discloses information, the party believes it to be confidential. Still, that Recipient already knows, Recipient shall immediately interrupt the disclosing party or otherwise declare and identify the confidential information known to Recipient, under which Recipient shall simultaneously or as soon as agreed to between disclosing party and Recipient, produce information or documents positively proving Recipient's existing knowledge.
- b. Recipient waives any defense or right to declare prior or existing knowledge should Recipient fail to fully adhere to the terms in (a) immediately upon disclosing party's disclosure of information to Recipient that the disclosing party believes to be confidential at the time the disclosing party discloses it.
- c. **Exception.** In the event that the Recipient or any Receiving Party is requested by a governmental entity or required by the applicable law to disclose any of the Information, the Recipient will, to the extent not prohibited by law, notify the disclosing party promptly so that the disclosing party may seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or that the disclosing party does not waive compliance with the terms of this, A Recipient or the Receiving Party, as the case may be, may disclose the required or requested Information to such governmental entity or pursuant to applicable law so long as it (i) provides the disclosing party with a list of any Information that it intends to disclose, (ii) cooperates with the disclosing party, at the disclosing party's expense, to the extent the disclosing party may seek to limit such disclosure, (iii) furnishes only that portion of the Information which counsel advises it is required to be disclosed, and (iv) cooperates with the disclosing party's efforts, at the disclosing party's expense, to obtain reliable assurance that confidential treatment will be accorded the Information.

4. **Remedy for breach.** Should the Recipient breach such provisions and the disclosing party proves the same by a preponderance of the evidence as determined by a neutral fact finder or court of law, the Recipient agrees to compensate the disclosing party a Liquidated Damages sum of CHF 2 million, plus attorneys' fees, costs, and expenses associated with disclosing party's enforcement of Agreement for each incidence of unauthorized disclosure, breach, or failure to act in good faith.

**LIQUIDATED DAMAGES.** Parties enter into this Agreement to disclose information in good faith. To assure Recipients remain faithful to that spirit, in the event Recipient or Recipient's affiliates, associates or assigns or their affiliates are determined to have violated the terms of the confidentiality provisions set forth herein; Recipient shall be subject to liability to pay harmed and complaining Party liquidated damages in the amount of CHF 9 million for the first violation, and \$8 million for each violation thereafter. The parties have computed and agreed upon this sum as an attempt to make a reasonable forecast of the probable actual loss because of the difficulty of estimating with exactness the damages which will result from any violation of the Agreement's terms of confidentiality. The Parties agree that this amount is not a "penalty" for violating the terms of Confidentiality. The Parties further agree that liquidated damages in the amount of CHF 9 million for the first violation and CHF 9 million for each subsequent violation of Confidentiality are a fair and reasonable amount that would compensate the party, not in violation of the Confidentiality provisions, for damages sustained thereby. In arriving at this stipulated amount of liquidated damages, the Parties have considered, among other factors, the potential difficulty that the Parties would have in negotiating future contracts with other companies and individuals if the information disclosed under this Agreement were to be released to non-parties, as well as the risk of litigation if the information disclosed by this Agreement were to be released to non-authorized-parties. Each Party further agrees that they are responsible for any violation of the Confidentiality Provisions by any affiliate of any Party as if it violated such provisions.

**4. Return or Destruction of Disclosed Information.** The parties shall return to the disclosing party or destroy all confidential information and all sensitive non-confidential information delivered to them in the course of the parties' negotiations and discussions within thirty (30) days after the later of: the closing of any transaction mutually agreed to by the parties, the decision by either party not to proceed with a transaction, or the recipient's receipt of disclosing party's written request for the return of its information, which upon disclosing party's approval, may also be destroyed as long as recipient party tenders proof satisfactory to the disclosing party That said, disclosed confidential information is effectively destroyed and unusable to the recipient or any third party.

### ARTICLE 3

#### NON-COMPETE AND NON-CIRCUMVENTION

**Non-circumvention of the disclosing party.** Recipients shall not, in any way, directly or indirectly, for their account or the benefit of any third party, compete with or disclose the party concerning the matters and opportunities contemplated by the party's interactions pursuant to which the parties have disclosed such confidential information. More specifically, "Competing" shall mean the recipient's soliciting or contacting persons that disclosing party introduces to the recipient party if the purpose, occasion, or intended or the eventual result of such contact is the recipient party's circumventing and excluding the disclosing party, doing business with disclosing party's business relationship whom recipient party would not have known about but for disclosing the party's introduction, affinity, goodwill, or otherwise prior relationship and introduction to the recipient party. Such conduct by the recipient party



AltFunds Global

would be objectively bad faith and in violation of the spirit and express terms of this Agreement, subjecting the recipient party to the liquidated damages identified in Article 2, paragraph 4. Since the protective provisions of this Agreement are agreed to be remedial, doing business with a person or business relationship disclosed to the recipient party by disclosing party shall be broadly construed to mean any commercial transaction or relationship that results in financial or another benefit to the recipient party, which shall at the same time be deemed to be to the disclosing party's detriment for which liquidated damages shall be due. Such prohibition shall be effective for five years, beginning on the date the parties either consummate a business transaction together or from the date the recipient party receives the disclosing party's written request to return its confidential information as referenced in Article 2, paragraph 5. Five years is commercially reasonable because each Party is victorious in its own right and will continue to be successful with its existing business relationships, whether or not the parties reach terms to do business together.

1. **Non-Intervention or Interference.** Recipient shall not in any way, knowingly or negligently, take any action, permit another to take any action, or by omission cause detriment to recipient's interests in any expressly identified projects, investments, or opportunities which recipient and disclosing party identify or define and agree to in their contract(s), or in which disclosing party and recipient agree in writing to participate.

2. **No solicitation. The recipient** is prohibited from and shall not, directly or indirectly, contact, call on, solicit or service any present or future disclosing party relationship to induce or attempt to induce such person to do business with the recipient or to cease doing business with disclosing party or any person or entity disclosed to Recipient by disclosing party, or in any way interfere with disclosing party's business relationships including making any negative statements or unflattering communications about disclosing party or disclosing party's affiliates (hereinafter collectively referred to as "Solicit(action)" or "Soliciting").

3. **Remedy for Solicitation of Disclosing Party's Business Relationships.** Should the Recipient solicit the disclosing party's business relationships, the Recipient acknowledges that any such violation of this clause would be extremely harmful to the disclosing party and other professionals. Doing business with the disclosing party; therefore, to discourage the Recipient from such illegal activity or from engaging in any efficient breach calculation, the Recipient hereby authorizes the disclosing party to take extraordinary measures to prevent any violation or stop any continued violation of this clause by seeking injunctive relief against the Recipient in the Courts in Toronto, Canada. Further, Recipient expressly agrees that Recipient shall owe the disclosing party and any affected party a liquidated damages amount calculated in Article 2, paragraph 4. Finally, this remedy shall be nonexclusive as the Recipient acknowledges that soliciting a business relationship of the disclosing party or other affected professionals referenced herein would subject the Recipient to those professionals' claims for loss and damages against the Recipient. Any aggrieved party shall be entitled to an injunction or specific performance (without the necessity of posting any bond and without the necessity of proving that the disclosing party will suffer

irreparable harm if the injunction or order does not issue, and without having to prove the absence of an adequate remedy at law), restricting or prohibiting the recipient party from such breach or continuing any such breach or violation of these terms of confidentiality and non-solicitation.

5. **Recipient's Non-Disclosure Covenant.** Disclosing party, under the terms of this Agreement and in good faith, intends to share Confidential Non-Public Information related to its business relationships, including disclosing the party's intellectual property. Unauthorized disclosure of any such information would be a serious violation of the trust the disclosing party places in the Recipient to receive such information, which, in addition to other claims, would expressly constitute a breach of the Recipient's fiduciary duty to the disclosing party since the disclosing party will disclose information to Recipient that the Recipient could not learn elsewhere. Accordingly, during and after the term of this Agreement, the Recipient shall not communicate, divulge, disclose, or use any of the disclosing party's confidential information to or on behalf of any person or entity, except as designated or authorized in writing by the disclosing party. This obligation shall apply concerning any such item until such item ceases to be secret or confidential. Such items shall not cease to be confidential or secret due to the Recipient's conduct, violation, or breach of this provision. Recipient acknowledges that any such violation of this clause could be highly harmful to the disclosing party; Recipient hereby agrees to indemnify and hold harmless the disclosing party for any damages, fines, penalties, loss, or other negative consequences or repercussions associated with or resulting from Recipient's actions. The recipient also expressly authorizes the disclosing party to take extraordinary measures to prevent any violation or stop any continued violation of this clause by seeking injunctive relief against the Buyer in the Toronto Court.

6. **Effect of Provision.** To any extent any court rewrites, by blue pencil doctrine or otherwise, or rules or orders any material provision of this non-solicitation covenant as commercially unreasonable or not enforceable, Recipient acknowledges that the terms of this covenant shall nonetheless provide the basis for disclosing the party's asserting the illegality of Recipient's conduct to support disclosing party's claim against Recipient for tortious interference with contract and disclosing party's prospective economic advantage related to the Recipient's conduct and breach of these provisions.

## ARTICLE 4

### ADDITIONAL PROVISIONS

1. **Binding Agreement.** This Agreement, including the Recitals or *Whereas* clauses which are material terms to this Agreement, is and shall be binding upon and shall inure to the benefit of the predecessors, subsidiaries, successors, assigns, parties, agents, officers, employees, associates, legal representatives, heirs, executives, and/or administrators of all Parties.

2. **Merger.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter contained herein, as it supersedes and replaces all prior or contemporaneous agreements, representations, and understandings of and between the Parties.

3. **No Draftsman Construction.** The language used in this Agreement is chosen jointly by the Parties to express their mutual intent, and no rule of construction will be applied against any Party, including any rule of draftsmanship. The Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against any of them. Except as expressly limited by this paragraph, all the applicable rules of contract interpretation shall govern the interpretation of any uncertainty or ambiguity. The term “including” as used in this Agreement is used to list items by way of example and shall not be deemed to constitute a limitation of any term or provision contained herein.

4. **Severability.** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement, which can be given full force and effect without the invalid provision or application, and therefore, the provisions of this Agreement are declared to be severable.

5. **Transactions.** It is understood and agreed that this Agreement creates no obligation to enter into any transaction or agreement relating to a transaction. Until the execution and delivery of a definitive agreement concerning a transaction, neither party shall have any obligation to enter into a transaction.

6. **Attorneys’ Fees.** In the event of litigation relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs. The Parties shall each bear their costs and attorney’s fees incurred in connection with the preparation of this Agreement.

7. **Background Check.** By signing this agreement, both parties are allowed to conduct reasonable background or credit checks on each other as deemed necessary.

8. **Forum Selection (Toronto). Governing Law and Jurisdiction**

Since the founder of AltFunds Global AFG AG is based in Toronto, Canada, this Agreement shall be governed by and interpreted according to the laws of the Province of Ontario, Canada. All disputes shall be resolved exclusively in the courts of Toronto, Ontario.

Any references in this Agreement to the laws or regulations of Switzerland, or any other jurisdiction, are for compliance or informational purposes only and do not change the governing law of this Agreement.

Nothing in this Agreement shall be construed as subjecting the Parties to the securities laws of Switzerland, or any other jurisdiction, unless expressly required by the specific terms of a transaction.

In the event of an international dispute, the Parties may elect to resolve the matter through private and confidential arbitration under the laws of Toronto, Canada.

9. **Swiss Legal Compliance.**

For clarity, the Parties do not intend to engage in activities that would require licensing under the Swiss Financial Institutions Act (FinIA) or the Collective Investment Schemes Act (CISA). If any activities contemplated under this Agreement are conducted with a Swiss nexus (including where one or more Parties are domiciled in Switzerland, use Swiss banking infrastructure, or engage Swiss-regulated entities), the Parties shall comply with all applicable Swiss regulatory requirements.

**Amendment, Modification, and Waiver.** The terms of this Agreement may not be changed, amended, altered, or modified except by a subsequent Agreement making reference to this Agreement and stating with specificity those changes, alterations, or modifications. No supplements, modifications, or amendments of this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed to be or constitute a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by all parties the waiver affects. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement and the disclosure of confidential information are hereby merged into, replaced by, and superseded by this Agreement.

[Rest of page intentionally left blank]



IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below.

AltFunds Global AFG AG.

Address: Chamerstrasse 176 6300 Zug, Switzerland

Company Name: AltFunds Global AFG AG

Printed Name: Taimour Zaman

Title: Founder

---

**Address:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_