



**JWSPARKS.COM**

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No 44 Fernkloof Drive  
Hermanus, 7200  
South Africa  
Mobile: +44 1 23 3280 721  
+31 6 27 3333 49  
+27 7 91 3233 35  
Email: john@jwsparks.com

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made effective as of 20 March 2025, by and between

John Winchester Sparks

residing at

No 44 Fernkloof Drive, Hermanus, 7200

South Africa

hereinafter referred to as "Disclosing Party,"

and

Mercury Financial

residing at

11702 Grant Road #605

Cypress, TX 77429

United States

hereinafter referred to as "Receiving Party."



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## 1. DEFINITIONS

- **"Confidential Information"** means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, or in writing, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. This includes, but is not limited to, client lists, financial data, business strategies, marketing plans, sales data, and any other information relating to the Disclosing Party's business that is not generally known to the public.
- Confidential Information does not include information that:
  - (a) was already known to the Receiving Party prior to disclosure by the Disclosing Party;
  - (b) becomes publicly available through no wrongful act of the Receiving Party;
  - (c) is independently developed by the Receiving Party without use of the Confidential Information; or
  - (d) is rightfully obtained by the Receiving Party from a third party without an obligation of confidentiality.
- **"Purpose"** means the sole purpose of evaluating the potential business relationship between the Disclosing Party and the clients introduced by the Receiving Party as detailed in the Introducer Agreement.

## 2. OBLIGATION OF CONFIDENTIALITY

The Receiving Party agrees to:

- (a) Hold the Confidential Information in strict confidence and not disclose it to any third party except as expressly permitted in writing by the Disclosing Party.
- (b) Use the Confidential Information solely for the Purpose.
- (c) Protect the Confidential Information from unauthorized access, use, or disclosure using at least the same degree of care that it uses to protect its own confidential information of similar nature.
- (d) Not copy the Confidential Information except for internal use as necessary for the Purpose.

## 3. PERMITTED DISCLOSURE

The Receiving Party may disclose Confidential Information only:

- (a) To its employees, agents, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- (b) As required by law, provided that the Receiving Party promptly notifies the Disclosing Party of such requirement before disclosing the information and cooperates with the Disclosing Party to limit the scope of the disclosure.



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**4. RETURN OF CONFIDENTIAL INFORMATION**

Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including all copies.

**5. REMEDIES FOR BREACH**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be a sufficient remedy. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to prevent or restrain any actual or threatened breach of this Agreement.

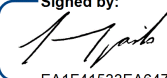
**6. TERM AND TERMINATION**

This Agreement shall remain in effect for a period of two years from the Effective Date, Either party may also terminate this Agreement immediately upon a material breach by the other party.


**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Signed by:  
  
EA1F41533EA647F...

Agent: John Winchester Sparks

Signed by:  
  
B88D1BED30154AD...

Introducer: Jeff Cross, Mercury Financial



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## INTRODUCTION

This Introducer Agreement (the "Agreement") is made on this

20th day of March 2025,

by and between:

John Winchester Sparks,

residing at

No 44 Fernkloof Drive,

Hermanus, 7200

South Africa

(hereinafter "Agent"),

and

Mercury Financial

---

residing at

11702 Grant Road, #605

---

Cypress, TX 77429

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United States

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(hereinafter "Introducer").

DS Initial



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## 1. TERM

This Agreement shall commence on the date of signature and continue for a period of one (1) year, unless earlier terminated as provided herein.

## 2. INTRODUCTION OF CLIENTS

The Introducer agrees to introduce potential clients to Manhattan 5 Oceans Partners ("M5OP") for investment services. The Introducer shall only introduce clients that they are legally permitted to introduce and will adhere to all relevant regulations and laws.

## 3. COMMISSION STRUCTURE

The Agent agrees to pay the Introducer a commission on business successfully completed with clients introduced by the Introducer and affiliated programs in accordance with the following schedule:

(a) **Initial Investment:** A commission of four percent (4%) of the value of the initial investment successfully made by the client introduced by the Introducer, paid circa 10 days of the funding of the investment.

(b) **Rollover Investment:** A commission of three and one-half percent (3.5%) of the amount (principal or principal and interest) successfully rolled over from the initial investment described in (a) above, paid circa 10 days of the rollover date.

## 4. REPRESENTATION

The Introducer represents and warrants that:

(a) They have the authority to introduce clients to M5OP. (b) They will not represent to any client or third party that they have a partnership or other formal affiliation with the Agent beyond the introducer relationship set forth in this Agreement. (c) All information provided to the Agent regarding prospective clients will be accurate and complete to the best of their knowledge.

## 5. TERMINATION

This Agreement may be terminated by either party upon three (3) calendar months' written notice to the other party. Termination shall not affect the rights or obligations of either party in respect of business already completed by the Agent for clients introduced by the Introducer prior to the effective date of termination. Upon termination, all outstanding commissions earned will be promptly paid in accordance with this Agreement.



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**7. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

**8. MODIFICATION**

This Agreement may only be modified in writing, signed by both parties.

**9. CONFIDENTIALITY**

Both parties acknowledge the confidential nature of information exchanged in connection with this Agreement, including but not limited to client information, financial data, and business strategies of M5OP. This information shall be protected in accordance with the terms of the Non-Disclosure Agreement (NDA) executed separately by both parties, dated 20 March 2025, which is incorporated herein by reference and forms an integral part of this Agreement. Any breach of confidentiality will be governed by the terms and conditions of the aforementioned NDA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Signed by:  
  
EA1F41533EA647F...

Agent: John Winchester Sparks

Signed by:  
  
B88D1BED30154AD...

Introducer: Jeff Cross, Mercury Financial