

MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AGREEMENT (Mutual NCNDA)

This Agreement is entered into as of **19th April 2025**, by and between:

Party 1:

Richard Simpson

Party 2:

Jeff Cross
Paul Moynan
John Sparks

Collectively referred to as the “Parties.”

1. Purpose

The Parties intend to engage in discussions and introductions related to business opportunities in sectors including, but not limited to, **tokenised finance, fund structuring, banking, alternative assets, and capital markets access**. These may include both current and **future projects**.


To facilitate collaboration, the Parties may disclose proprietary contacts, insights, or materials that are commercially sensitive in nature.

2. Mutual Non-Disclosure

Each Party agrees to keep all **Confidential Information** received from the other strictly confidential, and shall not disclose, reproduce, or share such information with any third party without prior written consent from the disclosing Party.

Confidential Information includes, but is not limited to:

- Introductions to partners, platforms, legal, banking, or investor contacts
 - Strategic, operational, or technical insights
 - Materials, decks, financial models, or deal flow
 - Any project-related information disclosed verbally or in writing
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3. Mutual Non-Circumvention

The Parties agree not to directly or indirectly bypass, circumvent, or engage in business with any individual or entity introduced by the other Party, unless prior written consent is provided.

This clause applies to:

- Introduced parties (partners, legal, banking, token infrastructure, investors)
- **Current and future projects**
- For a period of **24 months** from the date of this Agreement

For the avoidance of doubt, this restriction shall apply only to new introductions made by a Party and shall not extend to platforms or service providers with whom the other Party can demonstrate a documented **pre-existing relationship, prior contact, or ongoing engagement**, established before the effective date of this Agreement.

4. Future Commercial Terms

The Parties acknowledge that **each opportunity or project may involve separate commercial terms**.

Any fees, equity participation, revenue share, or advisory compensation shall be agreed upon **in writing**, on a per-deal basis, via a separate agreement or addendum.

5. No Obligation

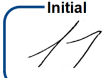


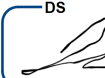
This Agreement does not obligate either Party to proceed with any transaction or partnership, but serves to protect any information or introductions shared if such opportunities are pursued.

6. Term

This Agreement shall remain in effect for **24 months**, and may be **extended by mutual written consent**.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

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8. Signatures

Party 1

Name: **Richard Simpson**

Signed by:
Signature: Richard DW Simpson
F3F976EF07B8476...

Date: 4/19/2025

Party 2

Name: **Jeff Cross**

DocuSigned by:
Signature: Jeff Cross
B88D1BEB30154AD...

Date: 4/19/2025

Name: **Paul Moynan**

DocuSigned by:
Signature: Paul Moynan
4100D50999C648F...

Date: 4/22/2025

Name: **John Sparks**

Signed by:
Signature: John Sparks
EA4F41E33EA647F...

Date: 4/22/2025