



NON-CIRCUMVENTION AGREEMENT

This Non-Circumvention Agreement (this "**Agreement**") is made effective as of _____, 2024 (the "**Effective Date**"), by and between the parties listed and those who have agreed with the accompanying siNET Ltd. These parties are named as the _____ (Client / Recipient and the Company / Disclosing Party). These same two parties' addresses are provided in the same siNTRA. These two parties will also be known as the "Parties" where applicable.

WHEREAS The Company possesses a unique business opportunity that it wishes to disclose to the Client. This opportunity extends to all subsequent opportunities directly or indirectly derived from the disclosed information, and

WHEREAS All Parties involved in this Agreement maintain protective and substantive relationships with clients and other entities that are integral to the successful operation and profitability of their respective enterprises, and

WHEREAS all parties recognize the potential for mutual benefit, the Parties acknowledge that introducing one Party to a third party, as identified by the other Party, can result in shared advantages, and

WHEREAS The Parties acknowledge the importance of privacy and security in business relationships, all Parties mutually agree to be legally bound by the requirement to maintain the confidentiality of the disclosed information and relationships,

WHEREAS all parties desire to be bound legally as to the requirement for maintaining the privacy and security of the relationships; and

WHEREAS, The Parties have concurrently agreed to participate in a potential business opportunity as outlined in the siN Trade Replicating Agreement (siNTRA), which forms an integral part of this overarching Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, it is mutually agreed as follows:

I. NON-CIRCUMVENTION

1. NON-CIRCUMVENTION (CONTACTS)

During the term of this Agreement, the Recipient undertakes not to directly or indirectly initiate contact or attempt to engage in business with any officers, directors, shareholders, consultants, attorneys, employees, agents, or other affiliates of the business opportunity, as referred by the Disclosing Party to the Recipient. The objective is to prevent circumvention that could impede the Disclosing Party from realizing profit, fees, or other benefits. The Recipient shall refrain from such actions without the prior written approval of the Disclosing Party. The approval process shall be conducted efficiently, and the Parties may establish a standardized approval mechanism for certain types of interactions, thereby facilitating prompt decisions. The Disclosing Party retains the right to grant specific written approval on a case-by-case basis when deemed necessary. In the event of circumvention without the required approval, the Disclosing Party shall be entitled to reasonable compensation. The Parties acknowledge that compensation should be proportionate and reflect the potential harm caused by circumvention. The specific amount of compensation shall be determined by mutual agreement between the Parties or, in the absence of agreement, in accordance with applicable legal principles. The Parties shall endeavor to establish a fair and reasonable compensation framework that aligns with industry standards and practices. For the purposes of this Agreement, "circumvention" is defined as any unauthorized attempt to establish business relations with the individuals or entities, as identified by the Disclosing Party, for the purpose of undermining the intended benefits and objectives of this Agreement. This definition is intended to provide clarity and avoid misinterpretation.

2. TERM OF AGREEMENT.

The obligations related to non-circumvention shall endure for a period of 10 years from the signing date of this Agreement. The Disclosing Party reserves the right to terminate this Agreement at any time prior to the completion of the 10-year period, providing notice in writing to the Recipient.

II. CONFIDENTIAL INFORMATION

3. TRADE SECRETS.

All information exchanged or made known during the business transaction between the Disclosing Party and Recipient shall be treated as confidential. Confidential information may include, but is not limited to, prepared information packages, financial records, associated documents, names of potential acquisitions, intermediaries, contacts and deal sources, deal structures, and financial considerations. The Parties expressly agree to uphold and safeguard the confidentiality of such information.

While acknowledging the confidential nature of the information shared, the Parties also recognize the need for a balanced approach that allows the Recipient to effectively utilize non-sensitive information in the normal course of its business operations. To this end, the term "trade secrets" shall be construed narrowly, specifically referring to information that meets the legal criteria for trade secret protection. The Recipient shall exercise due diligence in

distinguishing between information categorized as trade secrets and other non-sensitive information. The Parties agree that the Recipient may use and engage with non-sensitive information for legitimate business purposes without the need for written permission, provided such use does not compromise the confidentiality of the designated trade secrets.

The obligation to preserve and protect the confidentiality of trade secrets remains in full force, and the Recipient shall not disclose such information without the prior written permission of the Disclosing Party.

4. CONFIDENTIAL INFORMATION.

The Parties shall maintain the confidentiality of the names and other personal information of any contacts introduced or disclosed to the other Party. Furthermore, the Parties, along with their corporations, partnerships, divisions, associates, employees, contractors, agents, joint ventures, assigns, consultants, or designees, shall refrain from contacting, participating, or negotiating in any transactions with the introduced contacts unless a written agreement is first executed with the Party who originally provided such contact. However, if the Party who initially disclosed the contact provides prior written consent, this requirement may be waived.

This provision is intended to strike a balance between protecting the interests of the Parties and facilitating reasonable and independent engagement with contacts that may not be directly related to the disclosed information. The Parties acknowledge the importance of mutual consent and written agreements to govern such engagements, ensuring transparency and adherence to the terms agreed upon.

5. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event it comes to the attention of the Disclosing Party that the Recipient has, or threatens to, disclose confidential information in contravention of this Agreement, the Disclosing Party reserves the right to seek injunctive relief to prevent the Recipient from disclosing the confidential information, either in whole or in part. It is expressly understood that the pursuit of injunctive relief shall not preclude the Disclosing Party from seeking alternative remedies, including but not limited to claims for losses and damages.

It is acknowledged that injunctive relief is a discretionary remedy, and its pursuit is contingent upon the circumstances surrounding the unauthorized disclosure. The Parties recognize the importance of allowing for legitimate business needs and understand that injunctive relief is sought primarily to prevent irreparable harm arising from improper disclosure.

6. APPLICABILITY OF AGREEMENT.

Both Parties unequivocally acknowledge and agree that the stipulations and obligations outlined in this Agreement shall extend seamlessly to encompass all employees, officers, and representatives affiliated with their respective companies or businesses. This extension ensures that the standards, duties, and confidentiality obligations established in this Agreement are equally applicable to and binding upon the personnel and representatives of each Party.

Therefore, all employees, officers, and representatives associated with the Parties' companies or businesses shall be considered bound by the terms of this Agreement. It is expressly understood that the intent behind this extension is to maintain a consistent and comprehensive framework for safeguarding confidential information, conducting business transactions, and upholding the principles articulated within this Agreement.

7. RETURN OF CONFIDENTIAL INFORMATION.

At the behest of the Disclosing Party, the Recipient shall, upon written request, promptly return all written materials encompassing confidential information. This return shall be completed within a reasonable timeframe, specifically within fifteen (15) days from the date of receipt of the request. The Recipient shall furnish the Disclosing Party with written statements, duly signed by the Recipient, certifying the comprehensive return of all materials containing confidential information. This certification process is to be concluded within the aforementioned fifteen (15) day period from the receipt of the request.

III. MISCELLANEOUS

8. RELATIONSHIP OF PARTIES.

This Agreement explicitly states that neither party is bound by any obligation to procure services or items from the other party, nor are they compelled to commercially offer any products that use or incorporate the Confidential Information. The intention is to clearly demarcate that the commitments set forth in this Agreement are limited to the confidentiality aspects and do not extend to mandatory business transactions or commercial obligations.

Furthermore, it is expressly clarified that the execution of this Agreement does not establish an agency, partnership, or joint venture between the parties. The Parties enter into this Agreement solely for the purpose of safeguarding and managing the confidentiality of information shared herein.

By incorporating these provisions, the Parties affirm their understanding that this Agreement is a standalone document, exclusively addressing confidentiality matters, and does not impose any mandatory business commitments or alter the existing legal relationships between the Parties.

9. NO WARRANTY.

The Recipient acknowledges and agrees that the confidential information is furnished on an "AS IS" basis. The Disclosing Party explicitly disclaims any warranties, whether express or implied, pertaining to the confidential information, and hereby expressly renounces any and all implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall the Disclosing Party be held liable for any direct, indirect, special, or consequential damages arising out of or in connection with the performance or use of any portion of the confidential information.

It is expressly clarified that the Disclosing Party does not provide any representation or warranty regarding the accuracy, completeness, or usefulness of the confidential information. Furthermore, the Disclosing Party does not assure or warrant that any product or business plans disclosed to the Recipient will be marketed or implemented as disclosed, or indeed be carried out at all. The Recipient is duly informed that any actions undertaken in response to the disclosure of confidential information shall be undertaken solely at the risk of the Recipient. The Parties understand and agree that the absence of warranties places the responsibility on the Recipient to independently verify and assess the accuracy and utility of the disclosed information.

10. ATTORNEY'S FEES.

In the event of any legal action arising between the Parties concerning the enforcement, interpretation, or breach of this Agreement, the prevailing party in such legal proceedings shall

be entitled to recover reasonable attorney's fees and costs incurred in connection with the resolution of the matter.

The term "prevailing party" is understood to mean the Party who achieves a favorable judgment or a substantially favorable resolution in the legal proceedings. The determination of reasonable attorney's fees and costs shall be made based on prevailing market rates and the actual expenses incurred by the prevailing party in connection with the legal action.

11. ARBITRATION.

In the event of any dispute, controversy, or claim arising from or related to the terms of this Agreement, the Parties mutually agree to resolve such matters through binding arbitration. The arbitration proceedings shall adhere to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall render an award, and judgment on the arbitral award may be entered in any court having jurisdiction.

The venue for the arbitration shall be in New York, USA, and the proceedings shall be conducted in accordance with the substantive laws of the state of New York, USA. The intent is to ensure that the resolution aligns with the legal framework applicable to the Agreement and maintains a connection to the geographical location pertinent to the Parties.

The prevailing party in the arbitration shall be entitled to recover all fees and costs incurred, including, but not limited to, attorney's fees and costs associated with the arbitration proceedings. The determination of the prevailing party and the calculation of reasonable fees and costs shall be in accordance with prevailing market rates and the actual expenses incurred during the arbitration process.

This arbitration provision is intended to provide an efficient and impartial mechanism for resolving disputes, avoiding protracted litigation and promoting a fair resolution in accordance with the principles of arbitration.

12. GENERAL PROVISIONS.

This Agreement constitutes the complete understanding between the Parties regarding confidentiality. Any amendments must be in writing and bear the signatures of both Parties. The Agreement is governed by the laws of the International Chamber of Commerce (ICC), providing a recognized and standardized legal framework. This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Similarly, neither Party may delegate its duties under this Agreement without the prior written consent of the other Party. These provisions aim to maintain clarity and prevent unintended disruptions to business operations or collaborations due to unauthorized transfers or delegation. The confidentiality provisions of this Agreement shall persist beyond its effective date. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining portions shall remain in full force and effect, construed to best effectuate the original intent and purpose. All obligations in this Agreement are mutual and reciprocal, binding on the Parties, their subsidiaries, agents, brokers, divisions, associates, employees, heirs, affiliated companies, assigns, or assignees.

13. FORCE MAJEURE.

In the event that the execution of this Agreement or any obligation herein is impeded, restricted, or interfered with by factors beyond the reasonable control of either party, constituting "Force Majeure," the obligations of the affected party shall be suspended to the extent necessitated by

such circumstances. The party encountering impediments due to Force Majeure shall expeditiously provide the other party with timely written notice of the occurrence. The term "Force Majeure" encompasses, but is not confined to, acts of God, fire, explosion, vandalism, storms, or analogous incidents. It further includes orders or actions by military or civil authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor disputes, or failures by suppliers. The party exempted from performance due to Force Majeure undertakes to employ reasonable efforts under the prevailing circumstances to mitigate or eradicate the causes of non-performance. Moreover, the party in question commits to promptly resume performance with due diligence upon the removal or cessation of such causes. An act or omission shall be considered within the reasonable control of a party if it is committed, omitted, or caused by that party, its employees, officers, agents, or affiliates.

14. SIGNATORIES.

This Agreement shall be duly executed by the Disclosing Party, acting on behalf of siNET, and the Receiving Party, acting on behalf of the Recipient. The execution shall be carried out in accordance with legal requirements and delivered through the means prescribed by applicable laws, as of the date first written above.

DISCLOSING PARTY:

By: _____ Date: _____, 2024
Print Name: Anthony Pole Jr. / Program Manager
On behalf of: siNET Ltd
Level 23, Boulevard Plaza 2 Sheikh Mohammed bin Rashid Boulevard – Dubai

RECIPIENT:

By: _____ Date: _____, 2024
Print Name: _____
Address: _____
City _____ State _____ Zip _____