



**Non-Disclosure & Confidentiality Agreement**

**Disclosing Party:**

Name: Dashawn-Terrell Dennis  
Title: Private Fiduciary Executor (PFE)  
THE SF EMERALD DYNASTY TRUST  
Address: 300 Delaware Avenue, Suite 210, Wilmington, DE 19801

**Receiving Party:**

Name: [Bank/Validator/Institutional Party Name]  
Title: [Position/Title]  
Institution Name/Independent Office:  
Address:

**Purpose:**

This Agreement governs the disclosure and protection of confidential financial, operational, structural, proprietary, and non-public Trust or institutional information related to:

- Private Trust-Based Instruments
- Strategic Disbursement Models
- Capital Review and Institutional Validation
- Structured Agreements and Instruments for Compliance Consideration
- Non-collateral based obligation between the involved parties

**Definition of Confidential Information:**

Confidential Information includes but is not limited to all written, oral, or electronically transmitted information, documents, ledgers, instruments, templates, deal structures, or fiduciary models exchanged between the parties, regardless of format or media, including the identity of trust parties, performance commitments, or projected disbursement schedules.

**Use of Confidential Information.**

This Agreement and each of the associated documents are strictly confidential and are intended solely for the individual or institutional recipient to whom they are delivered.

**The Receiving Party agrees to:**

- Hold all Confidential Information in strict confidence and not disclose to any third party without written consent.
- Use Confidential Information solely for evaluation of the purpose stated herein.
- Not reproduce, reverse engineer, or exploit the information for any unauthorized use.

## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

IN CONSIDERATION OF disclosing and receiving confidential information, **all of the Parties agree as follows:**

**Confidential Information.** The confidential information includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through any means it is disclosed.

**Confidential Information does not include information that:**

- The receiving Party lawfully gained before the disclosing Party actually disclosed it;
- Is disclosed to the receiving Party by a third party who is not an authorized recipient;
- Becomes available to the general public by no fault of the receiving Party; or
- Is required by law to be disclosed.

**Receipt of this agreement** formally constitutes applicable acknowledgment and acceptance of these terms and represents an affirmation of the recipient's professional, fiduciary, or institutional capacity to review and act upon the information presented. In the event a Party loses Confidential Information or inadvertently discloses Confidential Information, that Party must notify the other Party within twenty-four (24) hours. That Party must also take any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.

**Disclosure:** In the event a Party is required by law to disclose Confidential Information, that Party must notify the other Party of the legal requirement to disclose within three (3) business days of learning of the requirement.

**Notices: Notices must be made in accordance with this Agreement.**

**Agreement Term.** This Agreement shall commence upon the Effective Date as stated above.

**Ownership and Title.** Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the receiving party. The Confidential Information will remain the exclusive property of THE SF EMERALD DYNASTY TRUST.

**Return of Confidential Information.** Upon termination of this Agreement, the receiving party must return all tangible materials it has that contain the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information.

**Remedies.** The Parties agree that the Confidential Information is unique in nature and monetary damages will not adequately remedy the irreparable injury breach of this Agreement may cause the injured Party. The injured Party is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity.

**Relationship of the Parties.**

- **No Binding Agreement to Pursue Opportunity.** The Parties agree they are exploring a potential Opportunity and sharing their Confidential Information is not a legal obligation to pursue the Opportunity.
- **Independent Participants.** The Parties to this Agreement are independent.

**Notices.** All notices under this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.

NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

**Complete Contract.** This Agreement constitutes the Parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**Execution:**

All of the Parties agree to each of the terms and conditions set forth above as executed and confirmed by providing their signatures and names below here:

Executed this [Date] at [\_\_\_\_\_].

Signed:

**Disclosing Party:**

*Dashawn T. Dennis*

**Name:** Dashawn-Terrell Dennis  
**Title:** Private Fiduciary Executor (PFE)  
*On behalf of:* THE SF EMERALD DYNASTY TRUST  
**Address:** 300 Delaware Avenue, Suite 210, Wilmington, DE 19801

**Receiving Party:**

Signature:

Name: [Bank/Validator/Institutional Party Name]

\_\_\_\_\_

Title: [Position/Title]

\_\_\_\_\_

Entity: [Institution Name or Independent Office]

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