

## THE SF EMERALD DYNASTY TRUST

300 Delaware Avenue, Suite 210-274  
Wilmington, DE 19801  
(856) 812 - 4892



### **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:**

Institution Name/Independent Office: Kroll, LLC

Address: One World Trade Center  
285 Fulton Street, 31<sup>st</sup> Floor  
New York, NY 10007

#### **Purpose:**

This Agreement dated August 07, 2025 (“Effective Date”) governs the disclosure and protection of confidential financial, operational, structural, proprietary, and non-public Trust or institutional information related to in connection with the evaluation of a potential business relationship between the parties whereby receiving Party may provide certain professional services to disclosing Party (“Purpose”), which information may include the following:

- 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, transactional 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. Hold all Confidential Information in strict confidence and not disclose to any third party without written consent. Notwithstanding the foregoing, the Confidential Information may be disclosed by the receiving Party only to its (and its affiliates') employees, officers, directors, and contractors who need to know the Confidential Information in connection with the Purpose ("Representatives"), provided that all such Representatives have been informed that the information is Confidential Information subject to the terms of this Agreement and receiving Party takes commercially reasonable efforts to secure their Representatives' compliance herewith. Receiving Party shall remain liable for a breach of this Agreement by its Representatives.
- Use Confidential Information solely for evaluation of the Purpose stated herein.
- Not reproduce, reverse engineer, or exploit the information for any unauthorized use.

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 or its Representatives lawfully gained before the disclosing Party actually disclosed it;
- Is disclosed to the receiving Party or its Representatives by a third party who is not an authorized recipient;
- Is or becomes available to the general public by no fault of the receiving Party;
- Is required by law to be disclosed;
- Is independently developed by the receiving Party or its Representatives without the use of or reliance on the Confidential Information.

**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 as soon as reasonably practicable. That Party must also take commercially reasonable any and all steps necessary to recover the Confidential Information and prevent further unauthorized use.

## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

**Disclosure:** In the event a Party is required by law to disclose Confidential Information, that Party must notify (if legally permitted) the other Party of the legal requirement to disclose within five (5) 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 and remain in effect until the earlier of the Parties' execution of an engagement agreement ("Engagement Letter") governing the professional services that may be provided by the receiving Party in connection with the Purpose (provided that such Engagement Letter contains confidentiality obligations), or a period of two (2) years from the Effective Date.

**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, written request of disclosing Party, 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. Notwithstanding the foregoing, receiving Party may retain information required by applicable laws, regulatory requirements or professional recordkeeping policies and nothing shall require the alteration or destruction of back-up media made in the ordinary course of business, provided that any Confidential Information retained per this exception shall continue to be treated as confidential pursuant to the terms hereof.

**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 08/07/2025.**

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: Peter Salvatori**

**Title: Managing Director**

**Entity: Kroll, LLC**

