



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Name:

Date: 2022

John Charles Graham Sinclair (hereafter referred to as "JCS" and is hereafter referred to as "my" or "I"), as part of discussions and engagements with me I have given, or will be giving to you, certain verbal and/or written non-public information, all of which is collectively, or will be upon delivery to you, treated by you as confidential (all such information referred to herein as the "Confidential Material").

Such Confidential Material does not include information which:

- (i) prior to its delivery to you by me was already in your possession and advised by you to me in writing promptly after receipt,
- (ii) was or becomes publicly available through authorized disclosure,
- (iii) becomes available to you on a non-confidential basis from a source other than me or the Client, provided you do not know that said source is bound by a confidentiality agreement with or obligation of secrecy, and/or
- (iv) was or is independently developed by you.

All Confidential Material given to you will be treated confidentially by you as long as it remains non- public or public in an unauthorised manner.

Except as otherwise required by law, you will not disclose this information to any third party without my written consent.

You may, however, disclose Confidential Material to any person within your business organisation who needs to know such information for the purposes of the services rendered to me, provided that any such person shall be informed by you of the confidential nature of such information, and shall be bound by these presents.

Except with my consent or as otherwise required by law, regulation, administrative or court order, you will not make any public disclosure in connection with me, my business arrangements or other activities, my financial position or holdings, my retention of you, or to the effect that you are having or have had discussions with me, or that you have received or revealed any Confidential Material.

In the event that you are required in any proceedings to disclose any Confidential Material, you will give me prompt notice of such request to my email address or such other address I may advise you of in writing from time to time, provided that there is no prohibition thereof, so that I may seek with your full support and assistance an appropriate protective order.

In the event that your engagement ceases for any reason, you will promptly:

- (i) destroy or redeliver to me at my email address or such other address I may advise you of

- (ii) in writing from time to time, any Confidential Material which I have provided to you, destroy any materials prepared by you incorporating or deriving from any Confidential Material, and
- (iii) delete all Confidential Material from any computer records or files stored electronically and provided that you may retain a copy of the minimum amount necessary to comply with mandatory audit, legal or regulatory purposes.

This Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and permitted assigns.

This Agreement constitutes the entire understanding of the Parties and supersedes all prior understandings and agreements, written or oral, with respect to the subject matter herein. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of Canton Geneva, Switzerland without reference to its conflicts of laws doctrine, and the Parties agree to submit to the competent jurisdiction of the ordinary Courts of the Canton of Geneva, Switzerland.

This Agreement may be delivered by facsimile or electronic mail which shall be binding as if it were a hand executed original. Any changes or modifications to this agreement shall only be binding if made in writing and signed by me.

If you are in agreement with the foregoing, please so indicate by signing and returning two copies of this agreement, which will constitute our contract with respect to the matters set forth herein.

Yours Sincerely,

John Sinclair

Agreed to and accepted by as of the date first written above:

Name :