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MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is dated 3/19/2021, ~~2020~~ and entered into by and between Velocity Clearing, LLC dba/ Guardian Trading, a Delaware limited liability company and RYAN PREAM ~~---a [limited liability company] incorporated in FLORIDA~~. Each party is or may be willing to furnish the other with certain information, pertaining to, but not limited to such party, which is non-public, confidential or proprietary in nature in connection with the evaluation of a potential business relationship. This information whether in oral, written, demonstrative, graphic, electronic, machine readable, or in other tangible or intangible form, in whole or in part, and whether delivered to or obtained by the recipient directly or indirectly, together with data, analyses, compilations, studies or other documents prepared by the receiving party and its officers, directors, managers, employees, consultants, agents or representatives (collectively, "Representatives") that contain or otherwise reflect such information is hereinafter referred to as the "Information" or "Confidential Information." Except as otherwise indicated herein, the term "party" includes all affiliates and/or subsidiaries of such party, whether it is the disclosing party or receiving party, including but not limited to Velocity Clearing, LLC dba/ Guardian Trading and RYAN PREAM. This Agreement covers any Information whether disclosed prior to, contemporaneously with or following the execution of this Agreement. Each party hereby confirms its interest in examining the Information and in consideration of the disclosing party furnishing the Information, agrees that:

1. Confidentiality. Any Confidential Information disclosed pursuant to this Agreement shall be retained in confidence by the receiving party and used only for the purpose set forth herein. The receiving party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information. Each party hereto acknowledges that the Confidential Information constitutes highly sensitive work product and trade secrets, the unauthorized dissemination of which could cause severe damage and immediate and irreparable harm to the affected party. Injunctive relief shall be an appropriate remedy in the event of any such violation.

2. Restriction in Use; No License. Each party agrees that the Information provided by or on behalf of the disclosing party shall at all times remain the exclusive property of the disclosing party and the receiving party will not use or disclose Information to anyone (other than to its Representatives as set forth below) without the disclosing party's prior written consent. No right is granted in or to the Information, except the limited right to use the Information to carry out the business purpose between the parties. No licenses, trademarks, inventions, copyrights, patents or other proprietary rights are implied or granted under this Agreement.

3. Reverse Engineering. The receiving party agrees not to, and not allow its Representatives to, attempt to, disassemble, decipher, reconfigure, reverse engineer, decompile, alter or reproduce or make derivatives or improvements to or from, or subject to experimentation, any software programs or hardware devices provided to it by the disclosing party under this Agreement.

4. Access by Representatives; Return. The receiving party agrees to permit access to the Information only to its Representatives who need to know the Information for the purposes set forth herein and who shall be subject to a confidentiality obligation or undertaking that is at least as restrictive as the provisions of this Agreement. The receiving party agrees to notify the disclosing party of any breach by it or its Representatives of this Agreement of which the receiving party becomes aware, and in any event, the receiving party shall be responsible for any

breach of this Agreement by any of its Representatives. Upon the disclosing party's request, except as may be required for archival or regulatory compliance purposes, and except for the portion of the Information that consists of analyses, compilations, studies or other documents prepared by the receiving party or its Representatives, the receiving party agrees to return promptly the Information and any copies or extracts thereof. At the request of the disclosing party, the receiving party shall destroy the Information which consists of data, analyses, compilations, studies or other documents delivered to it by the disclosing party, except as required for archival or regulatory compliance purposes. If requested by the disclosing party, such destruction shall be certified in writing to it by one of the receiving party's authorized officers.

5. Scope Limitation. The terms "Information" or "Confidential Information" do not include information that (a) is or becomes generally available to the public other than as a result of direct or indirect disclosure by the receiving party or anyone to whom it discloses the information; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party or other legal or fiduciary obligation of secrecy; (c) the receiving party can demonstrate was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the disclosing party; or (d) the receiving party can demonstrate was independently developed by it without use of, or reference to the Information; or (e) is furnished by the disclosing party to others with written confirmation that such information may be disclosed.

6. Disclosure Legally Compelled. In the event that the receiving party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the receiving party will provide the disclosing party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing party may seek a protective order or other appropriate remedy (and if the disclosing party seeks such an order, the receiving party will provide such cooperation as the disclosing party reasonably requests at the disclosing party's expense) and/or waive compliance with the provisions of this Agreement. In the event that such a protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions of this Agreement, the receiving party will furnish only that portion of the Information which is legally required (in the opinion of its counsel).

7. Additional Restrictions on Disclosure and Contacts. Each party agrees not to, and will direct its Representatives not to, disclose to any third party (a) the existence or contents of this Agreement or (b) the fact that it is evaluating the Information or (c) the status of any such evaluation or possible transaction with the other party.

8. Specific Performance. Each party acknowledges and agrees that, in the event of any breach of this Agreement by a party or its Representatives, the non-breaching party could be irreparably and immediately harmed and may not be made whole by monetary damages. Therefore, in such event, without prejudice to any rights and remedies otherwise available, the non-breaching party shall be entitled to seek equitable relief by way of injunction, specific performance or otherwise.

9. Competitive Development. Each party recognizes that the other (including certain of its corporate affiliates or subsidiaries) may be engaged in the research, development, production, marketing, licensing and/or sale of similar services or products to those being considered under this Agreement. These services or products may be competitive with those of the other and may display the same or similar functionality. Nothing in this Agreement shall be construed to prevent either party from engaging independently in such activities, provided it does not use the Information of the other in order to do so.

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10. **No Representations.** Neither party nor any of its respective Representatives have made or make any express or implied representation or warranty hereunder as to the accuracy or completeness of the Information and none of them shall have any liability hereunder to the other party or any of its Representatives relating to or resulting from use of the Information or for any errors therein or omissions therefrom. Each party also agrees that the other party is not entitled to rely on the completeness or accuracy of any Information. Each party expressly disclaims any and all liability for Information disclosed to the other party or its Representatives excepting only those particular representations and warranties which, in fact, are made in a separate definitive agreement (as described below), and subject to such limitations and restrictions as may be contained therein.

11. **No Contract.** This Agreement does not give rise to any intention, commitment or obligation of either party to enter into any kind of business relationship with the other party. Any business relationship between the parties, if any, must be governed by a separate written definitive agreement pursuant to which the parties intend to be legally bound. For clarification, definitive agreement does not include an executed letter of intent or any other preliminary written document that the parties thereto state is not intended to be legally binding (except as expressly provided therein) or any oral agreement or course of conduct.

12. **Export Control Laws.** Subject to the conditions of this Agreement, each party agrees not to export, directly or indirectly, any Information obtained pursuant to this Agreement or any product using any such Information, except in accordance with applicable export control laws, rules and regulations.

13. **Choice of Law.** This Agreement will be governed by and construed under, the laws of the State of New York, United States of America, without regard to the principles of choice of law. This Agreement shall inure to the benefit of the parties and their respective successor and assigns.

14. **Entire Agreement/Assignment.** This Agreement represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. This Agreement may be superseded by a subsequent agreement between the parties, but only to the extent that such agreement specifically states that it supersedes this Agreement. Neither party may assign this Agreement without the prior written consent of the other party.

15. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.

16. **No Waiver.** No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

17. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

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18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

19. **Non-disparagement.** Each of the parties hereto agree not to disparage each other or any of their respective officers, managers, affiliates, or owners, either personally or with respect to the other's business, operations, staff and/or performance. For purposes of this Agreement, the term disparagement shall mean any negative statement, whether oral or written, regarding the above-named parties. Upon the occurrence of any disparagement by one of the parties of the other, the affected party may sue for damages.

20. **Term.** This agreement and all obligations under this Agreement shall expire two (2) years from the date of this Agreement, unless sooner terminated or superseded by a mutual written consent of both parties.

IN WITNESS WHEREOF, each of the undersigned has entered into this Mutual Nondisclosure Agreement by its duly authorized representative as of the date first above written.

VELOCITY CLEARING, LLC DBA/
GUARDIAN TRADING

By: 

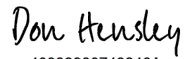
Name: DONALD R HENSLEY JR

Title: VP INSTITUTIONAL SALES

Address: 100 WALL STREET, SUITE 502, NEW YORK, NY 10005

Date: 3/19/2021

DocuSigned by:


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INSERT COMPANY

DocuSigned by:

By: 

Name: RYAN PREAM

Title:

Address: 126 ROYSTER DR, CRAWFORDVILLE, FL 32327

Date: 3/19/2021

Ryan Pream
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