

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into effective as of April 27, 2025 ("Effective Date"), by and between:

Flywise Technologies, Inc., a Delaware Corporation with principal offices located at 123 Innovation Drive, San Francisco, CA 94105 ("Disclosing Party"),

and

SkyBridge Solutions LLC, a limited liability company organized under the laws of California with principal offices located at 789 Skypark Boulevard, San Diego, CA 92101 ("Receiving Party").

## 1. Purpose

The parties wish to explore a potential business relationship ("Business Purpose") and, in connection with this, the Disclosing Party may disclose to the Receiving Party certain confidential, proprietary, and/or trade secret information ("Confidential Information").

## 2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any technical, business, financial, marketing, or other information disclosed, whether orally, in writing, electronically, or otherwise, that is designated as confidential or would reasonably be understood to be confidential.

## 3. Obligations of Receiving Party

- (a) Maintain the confidentiality of the Confidential Information;
- (b) Use the Confidential Information solely to evaluate or pursue the Business Purpose;
- (c) Not disclose any Confidential Information to any third party without the prior written consent of

the Disclosing Party;

(d) Take reasonable precautions to protect the Confidential Information at least as strict as those it uses to protect its own confidential materials.

#### 4. Exclusions

Confidential Information shall not include information that:

- (a) Is or becomes publicly available without breach of this Agreement;
- (b) Was known to the Receiving Party prior to disclosure;
- (c) Is disclosed to the Receiving Party by a third party lawfully;
- (d) Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

#### 5. Term

This Agreement shall remain in effect for a period of three (3) years from the Effective Date or until such time as the Confidential Information no longer qualifies as confidential.

#### 6. Return or Destruction

Upon termination of discussions or upon request, the Receiving Party shall promptly return or destroy all Confidential Information and certify destruction in writing.

#### 7. No License

Nothing in this Agreement grants the Receiving Party any rights to the Disclosing Party's intellectual property.

#### 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## 9. Remedies

The Receiving Party acknowledges that any breach of this Agreement could cause irreparable harm to the Disclosing Party and agrees that injunctive relief may be appropriate in such circumstances in addition to any other remedies available at law or equity.

## 10. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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Authorized Representative

Flywise Technologies, Inc.

Name: Jonathan Reed

Title: Chief Executive Officer

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Authorized Representative

SkyBridge Solutions LLC

Name: Amelia Carter

Title: Managing Partner