



Effective Date:

Undersigned / Counterparty:

This Non-Disclosure / Non-Interference Agreement (the “Agreement”) is entered into by and between CSET TECHNOLOGY INC., a company of British Columbia, Canada (“CSET”), and the undersigned person or entity identified above (the “Undersigned”). CSET and the Undersigned may each be referred to as a “Party” and together as the “Parties.”

BACKGROUND AND PURPOSE

WHEREAS, the Undersigned has requested, or may receive, confidential information for the sole purpose of evaluating, coordinating, or participating in a contemplated business relationship, transaction, or execution process with CSET and/or its authorized representatives (the “Purpose”);

WHEREAS, CSET operates G.A.M.E.™ (Global Asset Management Executives), a multi-asset-class division and execution framework of CSET Technology Inc. focused on the governed origination, control, monetization, mobility, and institutional execution of qualifying assets and transactions;

WHEREAS, G.A.M.E.™ is intended to operate within governed, institutional-grade environments and may involve authorized principals, licensed brokers, custodians, Tier-1 banking counterparties, secure logistics providers, institutional digital-asset platforms, and other approved participants;

WHEREAS, the Parties acknowledge that disclosure or misuse of confidential information, or circumvention of CSET or its introduced relationships, could cause material commercial harm to CSET, its affiliates, representatives, clients, counterparties, suppliers, and business partners;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the disclosure or potential disclosure of Confidential Information, the Undersigned agrees as follows:

1. Definition of Confidential Information.

“Confidential Information” means all non-public information disclosed or made available by or on behalf of CSET, whether before or after the Effective Date and whether orally, electronically, visually, in writing, or in any other form. Without limitation, this includes information concerning G.A.M.E.™, its multi-asset-class activities, transaction structures, counterparties, principals, agents, brokers, custodians, banking relationships, clients, suppliers, business partners, proposed transactions, pricing, commercial terms, financial information, corporate information, strategies, research, technical information, access information, codes, passwords, source materials, proprietary processes, trade secrets, personal information, transaction records, wallet or digital-asset information, custody arrangements, secure logistics, vaulting, SKR custody arrangements, registered USD and EUR assets, precious metals, MTN and SBLC activities, bank-to-bank settlement structures, SWIFT MT103 and PACS.008-related information, controlled crypto settlement mechanisms, and any other information that a reasonable person would understand to be confidential.

2. Governance and Execution Information.

The Undersigned acknowledges that G.A.M.E.™ is a counterparty qualification and execution framework and that information concerning its operating model, counterparties, execution channels, custody arrangements, banking corridors, secure logistics, digital-asset platforms, and transaction processes is proprietary to CSET. The Undersigned shall not represent that it is authorized to speak for CSET or G.A.M.E.™ or to bind either Party unless expressly authorized in writing.



3. Strict Confidentiality.

The Undersigned shall keep all Confidential Information strictly confidential and shall not, without CSET's prior written consent, directly or indirectly disclose, transmit, transfer, publish, sell, license, provide access to, or otherwise make Confidential Information available to any person or entity, except to the Undersigned's representatives who have a legitimate need to know, are under confidentiality obligations at least as protective as those contained herein, and are under the Undersigned's responsibility. The Undersigned remains responsible for any breach by its representatives.

4. Limited Use.

The Undersigned shall use Confidential Information solely for the Purpose and shall not use it, directly or indirectly, for its own unrelated benefit or for the benefit of any third party. No license, ownership interest, or other right in CSET's intellectual property, business methods, data, trade secrets, or proprietary information is granted by disclosure.

5. Non-Interference / Non-Circumvention.

For a period of sixty (60) months from the Effective Date, the Undersigned shall not knowingly circumvent, bypass, interfere with, or attempt to avoid CSET in relation to a business opportunity, transaction, counterparty, client, principal, agent, broker, custodian, bank, supplier, provider, consultant, developer, employee, independent contractor, affiliate, or other business relationship that was introduced, identified, or materially facilitated by CSET or through G.A.M.E.™ in connection with the Purpose. The Undersigned shall not use Confidential Information to establish a substantially similar transaction or relationship for the purpose of excluding CSET from an opportunity that CSET introduced or facilitated.

6. Direct Contact and Introductions.

Except with CSET's prior written consent, the Undersigned shall not use CSET's Confidential Information or introductions to initiate direct or indirect dealings with CSET-introduced parties for the purpose of bypassing CSET, its agreed commercial role, or its transaction structure. This clause does not prohibit ordinary-course communications that are independently initiated and demonstrably unrelated to a CSET introduction, or communications required by law or by a competent regulatory or governmental authority.

7. No Unauthorized Statements or Representation.

The Undersigned shall not make or publish any statement, representation, announcement, marketing material, or communication that falsely suggests an affiliation with, authorization by, endorsement from, or agency relationship with CSET or G.A.M.E.™. The Undersigned shall not publicly disclose Confidential Information or use CSET's or G.A.M.E.™'s name, marks, materials, or framework for promotional purposes without prior written consent.

8. Copies and Security.

The Undersigned shall make only those copies of Confidential Information reasonably necessary for the Purpose and shall maintain appropriate administrative, technical, and physical safeguards against unauthorized access, disclosure, loss, alteration, or misuse. Confidential Information in the Undersigned's possession or control shall be stored securely.

9. Return or Destruction.

Upon CSET's written request, or upon completion or termination of the Purpose, the Undersigned shall promptly return or securely destroy Confidential Information in its possession or control and, upon request, confirm such return or destruction in writing. A copy may be retained where required by law, regulation, professional recordkeeping obligations, or bona fide compliance requirements, provided that the retained copy remains subject to this Agreement.



10. Required Disclosure / Exclusions.

The obligations of confidentiality do not apply to information that the Undersigned can demonstrate: (a) was lawfully known to it without a duty of confidentiality before disclosure by CSET; (b) becomes public through no breach of this Agreement; (c) is lawfully received from a third party without a confidentiality obligation; or (d) is independently developed without use of CSET's Confidential Information. If disclosure is required by law, court order, or regulatory authority, the Undersigned shall, to the extent legally permitted, provide prompt written notice to CSET and disclose only the portion legally required.

11. No Obligation; No Warranty.

Nothing in this Agreement obligates CSET to disclose any particular information, enter into any transaction, continue negotiations, or complete any proposed transaction. Confidential Information is provided for the Purpose only. CSET makes no representation or warranty, express or implied, as to the completeness or accuracy of Confidential Information except as may be expressly agreed in a definitive transaction document. The Undersigned remains responsible for its own due diligence, decisions, and costs.

12. Ownership and Intellectual Property.

All Confidential Information and all associated intellectual property, trade secrets, proprietary processes, copyrights, materials, data, and business methods remain the property of CSET or the applicable owner. The Undersigned acquires no right, title, or interest in such information except the limited right to use it for the Purpose in accordance with this Agreement.

13. Privacy and Personal Information.

The Undersigned shall comply with applicable privacy and data-protection laws in handling personal information received in connection with the Purpose and shall use such information only as necessary for the Purpose and in accordance with applicable law and this Agreement.

14. Indemnification.

To the extent permitted by applicable law, the Undersigned shall indemnify and hold harmless CSET and its directors, officers, employees, representatives, and affiliates from claims, losses, damages, costs, and reasonable legal expenses arising from the Undersigned's unauthorized use or disclosure of Confidential Information or material breach of this Agreement.

15. Remedies.

The Undersigned acknowledges that unauthorized disclosure, misuse, circumvention, or interference may cause irreparable harm for which monetary damages may be inadequate. CSET may seek injunctive or equitable relief, in addition to any other remedies available at law or in equity, to prevent or restrain an actual or threatened breach, subject to the requirements of the applicable court.

16. Survival.

The obligations concerning Confidential Information shall continue for so long as the applicable information remains non-public and confidential, subject to applicable law. The sixty (60) month non-interference / non-circumvention period in Section 5 shall apply from the Effective Date unless a longer period is expressly agreed in writing in a definitive transaction document.

17. Assignment.

The Undersigned may not assign or transfer this Agreement or any rights or obligations under it without CSET's prior written consent. CSET may assign this Agreement to an affiliate, successor, or purchaser of substantially all of the relevant business or assets.



18. Entire Agreement; Amendments.

This Agreement constitutes the understanding of the Parties concerning confidentiality and non-interference in relation to the Purpose and supersedes prior understandings on those subjects to the extent of any conflict. Any amendment or waiver must be in writing and signed by the Party against whom it is to be enforced.

19. No Contra Proferentem.

This Agreement shall be interpreted neutrally and no presumption shall arise against a Party because that Party or its counsel prepared or proposed any portion of this Agreement.

20. Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision shall be modified or limited to the minimum extent necessary to make it enforceable where legally permitted, and the remaining provisions shall continue in full force and effect.

21. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable federal laws of Canada. The Parties attorn to the jurisdiction of the courts of British Columbia, Canada, subject to any mandatory jurisdictional requirements applicable to a particular dispute.

SCHEDULE A — G.A.M.E.™ MULTI-ASSET CLASS SCOPE

For purposes of identifying the business context in which Confidential Information may be exchanged, G.A.M.E.™ is described by CSET as the Global Asset Management Executives framework for secure asset control, monetization, and execution. Its stated operating areas include:

- Governance of Value — governed, institutional-grade environments; authorized principals, licensed brokers, custodians, and Tier-1 banking counterparts; and applicable U.S., EU, Dubai, Oman, Turkey, Zurich, Frankfurt, and other international markets.
- Asset Origination & Control — real, registered, and verifiable assets under continuous custody and jurisdictional control, including registered USD and EUR assets, precious metals, secure logistics, vaulting, SKR custody arrangements, controlled crypto wallets, and institutional platforms.
- Monetization & Mobility — asset monetization while maintaining custody, security, and regulatory alignment, including MTN and SBLC activities, bank-to-bank settlement, cross-border value mobility, and coordinated traditional and digital settlement layers.
- Execution in Secure Environments — bank-controlled, regulated, and secure execution environments, including Tier-1 custodians and banking infrastructure, SWIFT MT103 and PACS.008 messaging, and controlled crypto settlement mechanisms.

The foregoing Schedule A is descriptive of the business context and does not itself constitute a representation that any particular asset, transaction, bank, custodian, broker, counterparty, regulatory approval, or execution channel is available, authorized, or guaranteed for any specific transaction.

SIGNATURES

The Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms as of the Effective Date.

FOR CSET TECHNOLOGY INC.	FOR THE UNDERSIGNED / COUNTERPARTY
Authorized Signature: _____	Signature: _____
Name: _____	Name: _____



CSET TECHNOLOGY INC. | G.A.M.E.™

Title: _____	Title / Capacity: _____
Date: _____	Date: _____
Email: _____	Email: _____

