

MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

(Global Transactions - Montana Arbitration Seat)

PARTY A

Alpha Capital 1
2877 Stacia Ave
Helena, MT 59601, USA
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EIN: 93-2876510

PARTY B

Phone: _____
Email: _____
ID/Registration: _____

This Mutual Non-Circumvention, Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into as of the date of the last signature below by and between Party A and Party B. The Parties acknowledge that they may, directly or indirectly, disclose, receive, review, discuss, transmit, introduce, or otherwise exchange confidential or sensitive information in connection with actual or proposed transactions anywhere in the world.

1. Purpose and Covered Transactions

This Agreement applies to all lawful commodity sales, real estate transactions, public or private placement or trade programs, cryptocurrency transactions, financial instrument transactions, finance-related transactions, and any other actual or proposed transaction, relationship, structure, or opportunity in which either Party gives, receives, reviews, or relies upon sensitive, proprietary, non-public, commercial, operational, strategic, financial, technical, transactional, identity, source, contact, wallet, account, routing, or counterparty information. The Agreement is intended to operate globally and shall apply without geographic limitation to communications, introductions, negotiations, due diligence, and closings conducted across borders.

2. Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public information disclosed by or on behalf of either Party in any form, whether written, oral, digital, visual, documentary, electronic, blockchain-related, or otherwise recorded or observed. Confidential Information includes the existence of discussions; transaction terms; pricing; proof-of-funds; bank, exchange, wallet, payment, and settlement information; identities of buyers, sellers, owners, brokers, introducers, principals, mandate holders, agents, affiliates, investors, lenders, tenants, operators, attorneys, consultants, and counterparties; documents; records; know-how; methods; deal structures; and all notes, summaries, analyses, screenshots, extracts, and derivatives prepared from such information. The receiving Party shall treat all such information as strictly confidential whether or not specifically marked confidential.

3. Use and Disclosure Restrictions

Each receiving Party shall use Confidential Information solely for evaluating, structuring, negotiating, performing, or lawfully monitoring a Covered Transaction with the disclosing Party. No receiving Party shall disclose, copy, summarize, forward, transmit, publish, replicate, commercialize, reverse engineer, exploit, or permit access to Confidential Information except to its bona fide officers, employees, attorneys, accountants, compliance personnel, financing sources, or advisors who have a strict need to know for the Covered Transaction and who are bound by confidentiality obligations at least as protective as those contained herein. Each Party remains fully responsible for any breach by its representatives, affiliates, subsidiaries, parents, holding companies, related entities, nominees, trustees, designees, family offices, or controlled persons.

4. Mutual Non-Circumvention

Neither Party shall, directly or indirectly, bypass, avoid, circumvent, disintermediate, or attempt to do so with respect to any contact, source, lead, principal, beneficial owner, broker, exchange, desk, introducer, investor, lender, seller, buyer, landlord, tenant, operator, manager, service provider, issuer, wallet holder, or other relationship introduced, identified, or made known by the other Party. Without the prior written consent of the introducing Party, neither Party may contact, solicit, negotiate with, transact with, accept business from, transfer to, or otherwise deal with such relationship outside the introducing Party or in a manner intended to reduce, eliminate, or impair the introducing Party's role, control, leverage, or business expectation.

5. Anti-Evasion; Alternate Channels and Related Persons

Circumvention is prohibited whether attempted through alternate phone numbers, alternate email addresses, messaging applications, social media accounts, new domains, wallet addresses, exchanges, bank accounts, intermediaries, nominees, affiliates, subsidiaries, parent companies, colleagues, employees, relatives, consultants, agents, brokers, introducers, shell companies, trusts, funds, joint ventures, special purpose vehicles, assignees, successors, or any person or entity acting in concert with, under the direction of, or for the benefit of a Party. A Party may not evade this Agreement by changing identity, form, channel, corporate structure, jurisdiction, beneficial ownership, title, or communication method. Any transaction substantially derived from a relationship or Confidential Information furnished by the other Party shall be deemed covered by this Agreement.

6. Pre-Existing Relationships; Burden of Proof

If a Party claims that a contact, source, counterparty, wallet, account, project, property, or opportunity was already known or independently sourced before disclosure by the other Party, that Party bears the burden of proving such prior knowledge by clear contemporaneous written records dated before the first disclosure under this Agreement. General market familiarity, hearsay, informal conversations, undocumented databases, or later-created notes shall not be sufficient proof. Absent such proof, the relationship or opportunity shall be presumed to have been introduced or protected by the disclosing Party for purposes of this Agreement.

7. Exclusions

Confidential Information does not include information that the receiving Party can prove by written records: (a) was already lawfully known to it without restriction before disclosure; (b) became publicly available through no breach of this Agreement; (c) was lawfully received from a third party not under a duty of confidentiality; or (d) was independently developed without use of or reference to the disclosing Party's Confidential Information. These exclusions shall be interpreted narrowly, and the receiving Party bears the burden of proof for each claimed exclusion.

8. Compelled Disclosure and Protective Measures

If a receiving Party is required by law, court order, regulator, subpoena, governmental authority, exchange, or compliance obligation to disclose Confidential Information, it shall, to the maximum extent legally permitted, provide prompt written notice to the disclosing Party before disclosure, disclose only the minimum portion legally required, and cooperate in seeking confidential treatment, protective orders, redactions, or equivalent safeguards. Confidential Information that is compelled to be disclosed shall remain subject to this Agreement to the fullest extent permitted by law.

9. No Fee Agreement; No Partnership; No Obligation to Close

This Agreement is not, and shall not be construed as, a brokerage agreement, finder's fee agreement, commission agreement, referral agreement, joint venture agreement, partnership agreement, agency appointment, or commitment to proceed with any transaction. No fee, compensation, success fee, retainer, or commission is created, promised, waived, admitted, or implied by this Agreement alone. Each Party retains

the sole discretion to approve, reject, suspend, or terminate any discussion or transaction unless and until a separate definitive written agreement is executed.

10. Term and Survival

This Agreement shall begin on the Effective Date and remain in force for one (1) year. The confidentiality, non-use, non-circumvention, anti-evasion, remedy, dispute-resolution, and protective provisions of this Agreement shall survive expiration or termination with respect to any Confidential Information disclosed, relationship identified, or opportunity introduced during the Term, and shall continue for the maximum period enforceable under applicable law.

11. Force Majeure; War; Sanctions; Government Action

No Party shall be liable for delay or failure in performance to the extent caused by events beyond that Party's reasonable control, including war, armed conflict, invasion, terrorism, civil unrest, embargo, sanctions, government order, exchange suspension, banking interruption, cyberattack, utility outage, natural disaster, or comparable force majeure event; provided, however, that force majeure shall not excuse unauthorized use, misappropriation, disclosure, diversion, circumvention, or misuse of Confidential Information. The affected Party shall promptly notify the other Party, use diligent efforts to mitigate the impact, and resume performance as soon as reasonably possible.

12. Equitable Relief and Remedies

Each Party acknowledges that a breach of this Agreement may cause immediate and irreparable harm not fully compensable by money damages alone. Accordingly, in addition to any other rights or remedies available at law or in equity, the non-breaching Party shall be entitled to temporary, preliminary, and permanent injunctive relief, specific performance, restraining orders, tracing relief, and other equitable remedies without the necessity of posting bond except to the extent mandatory law expressly requires otherwise. No exercise or omission of one remedy shall limit any other remedy.

13. Governing Law and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, USA, without regard to conflict-of-laws principles that would require application of another jurisdiction's law. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be finally resolved by binding arbitration. The legal seat and place of arbitration shall be Helena, Montana, USA, unless the Parties later agree in writing to another location within Montana. The arbitration may be administered by the American Arbitration Association, or if the dispute is international in character, by its international division or a comparable agreed provider, before one arbitrator experienced in cross-border commercial matters. The arbitral award may be enforced in any court of competent jurisdiction.

14. Miscellaneous

This Agreement contains the entire understanding between the Parties concerning its subject matter and supersedes prior oral or written confidentiality or non-circumvention understandings relating to the same subject matter, except for any later written agreement expressly stating otherwise. No amendment, waiver, or consent shall be valid unless in writing and signed by the Party to be bound. If any provision is held unenforceable, it shall be reformed or enforced to the maximum extent permitted so as to preserve the Parties' intent, and the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, including electronic or PDF signatures, each of which shall be deemed an original and all of which together shall constitute one instrument.

PARTY A

Alpha Capital 1
By: **Authorize representative**
Name/Title: Jameson Smith
Address: 2877 Stacia Ave, Helena, MT 59601,
USA
Phone: 934 222 1366
Email: ceo@alphacapital1.com
EIN: 93-2876510
Date: 01/01/2026



PARTY B

By: _____
Name/Title: _____
Address: _____
Phone: _____
Email: _____
Identification No.: _____
Date: _____