



INVESTMENT PRODUCT NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) is made as of this 24th day of May, 2021 (“Effective Date”) by and between High Frequency Technology, an investment company, having a place of business at 62 Bartholomew Ln London, England (“Company”), and _____ (“Investor”), of _____ (“Address”), with reference to the following facts:

- A. For the purpose of creating and managing a cryptocurrency investment for the Investor with High Frequency Technology, the Company wishes to receive information that Company wants to keep confidential relating to Investor, Investor’s financial activities, and products and/or services being offered to Investor; and
- B. Investor, in order to permit Company to make such a determination, wishes to disclose to Company certain confidential information of the Investor.

NOW, THEREFORE, in consideration of the above recitals, the covenants hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agree as follows:

1. **Company’s Obligations.** Company agrees for the Nondisclosure Period (defined below) (i) to hold all of the Confidential Information of Investor in strict confidence, (ii) not to make use of any Confidential Information of Investor in any manner other than for purposes of creating, managing, and advising on investments, including, but not limited to, not using any Confidential Information to design, develop or create investment or services, and (iii) not to make use of the Confidential Information of Investor, in each instance without the prior written consent of the Investor. As used in this Agreement, “Confidential Information” means and includes all information, whether verbal or written, disclosed by Investor to Company and relating to Investors financial objectives, strategies, financial information, tax information and business entity information, including, without limitation, transaction processes, account details, investment product information, client, customer, vendor and potential investor lists, selected pricing plan and pricing policies not otherwise published, research and development materials, prototypes, new investment products and services under development, and marketing, business and Internet strategies. Confidential Information does not include information which is (a) known

by Company at the time of receipt from Investor, (b) approved in writing for release from this provision by Investor, (c) now or which hereafter becomes part of the public domain through no action or omission of Investor, (d) independently developed by Company without the use of Confidential Information, and/or (e) acquired by Company from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality. The “Nondisclosure Period” shall be begin on the Effective Date and continue for a period of five (5) years.

2. **For Investment Purposes Only.** Investor acknowledges and agrees that this Agreement is made for the purposes of considering an investment in Company only and nothing herein shall be construed in any way as an offer, an attempted offer, or a solicitation for the sale of any investment product or service which has been or may be developed by Company.
3. **Actions Not Required.** Investor understands that nothing herein (a) requires the disclosure of any Confidential Information of Company, which shall be disclosed, if at all, solely at the option of Company or (b) requires Company or Investor to proceed with any proposed transaction or relationship in connection with which Confidential Information of Company may be disclosed.
4. **Property Rights.** Company retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by Company at any time, Investor will turn over to Company all Confidential Information of Company and all documents or media containing any Confidential Information of Company and any and all copies or extracts thereof.
5. **No License Granted.** Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information of Company by Company shall be construed as granting to Investor either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by Company.
6. **No Adequate Remedy at Law.** Investor acknowledges and agrees that due to the unique nature of the Confidential Information of Company, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Investor or third parties to unfairly compete with Company resulting in irreparable harm to Company, and, therefore, that upon any such breach or any threat thereof, Company shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies it might

have at law, and (b) be indemnified by Investor from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Investor's obligations hereunder or the unauthorized use or release of any such Confidential Information of Company. Investor shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

7. Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ (Investor's State) without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

8. Disclosure Under Court Order. Company may make disclosures required by court order if Investor (a) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (b) promptly provides notice to Company of and allows Company to participate in the proceeding.

9. Notice. All notices or requests required or contemplated by this Agreement shall be in writing and (a) if from Company to Investor, shall be hand-delivered or mailed (electronically) to _____, _____, or such other address as Investor shall specify in written notice to Company, or (b) if from Potential Investor to Company, shall be hand-delivered or mailed (electronically) to _____, _____, or such other address as Company shall specify in written notice to Investor. Requests or notices given by personal delivery shall be deemed given and received at the time of delivery and requests or notices given by email shall be deemed given and received the earlier of three days from the date of mailing or upon receipt.

10. General Provisions. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or

modification of this Agreement. No waiver of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. All waivers shall be strictly construed.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed To: "Company"

Agreed To: "Investor"

Jamie K. Dalton

Dir. Of Institutional Investment



Authorized Signature

Authorized Signature