



FINTECH SCB® | FINANCIAL ADVISORY & INTELLIGENCE

ONE-WAY CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Version: 1.0 | Date: 2 October 2026 | Status: Execution copy - unsigned

This Confidentiality and Non-Disclosure Agreement (the Agreement) is entered into on the date of the last signature below between:

Fintech SCB LLC, EIN 32-0678594, business address 100 SE 2nd St, Miami, FL 33131, USA (FINTECH or Receiving Party), represented by Roberto Balbino, CEO; and

Client / Disclosing Party: _____, legal form or individual status _____, registered/residential address _____, registration or identification reference (if applicable) _____ (Client or Disclosing Party).

FINTECH and the Client are together the Parties.

1. Purpose

The Client may disclose information to FINTECH for evaluating, structuring, advising on, and, if separately instructed, implementing a potential or existing financial advisory engagement (the Purpose). This Agreement governs confidentiality; it does not appoint FINTECH, authorize transactions, or replace an engagement letter, privacy notice, data processing agreement, or regulated professional advice.

2. Confidential Information

Confidential Information means all nonpublic information concerning the Client or its affiliates, owners, beneficiaries, directors, employees, counterparties, assets, liabilities, banking arrangements, investments, transactions, tax position, business plans, source documents, identities and communications that the Client supplies or FINTECH obtains for the Purpose, in any format, including notes, models, reports, analyses, copies and extracts derived from it. The existence and content of discussions and this Agreement are also confidential. Information need not be marked confidential when its nature or circumstances reasonably indicate confidentiality.

3. FINTECH's undertaking

FINTECH shall (a) use Confidential Information solely for the Purpose; (b) protect it with at least reasonable care and appropriate technical and organisational measures; (c) restrict access to personnel who need it for the Purpose and are bound by enforceable confidentiality duties; (d) not publish, sell, market, disclose or make it available to an external party except as expressly permitted by Section 4 or with the Client's prior written consent; and (e) remain responsible for any breach by persons to whom it gives access. FINTECH shall not enter Client information into public AI tools or use it to train a general model without the Client's express prior written authorization. Any approved hosted processing must comply with applicable privacy law and contractual controls.

4. Limited permitted disclosure

FINTECH may disclose only the minimum necessary Confidential Information: (i) to an external adviser, regulated professional, bank or service provider after the Client's prior written authorization identifying the recipient or category, purpose and scope, and subject to appropriate confidentiality obligations; or (ii) to the extent legally compelled by a valid law, court order, regulator or competent authority. Where legally permitted, FINTECH shall promptly notify the Client before compelled disclosure, cooperate reasonably on protective measures, and disclose no more than legally required. Nothing in this Agreement prevents a disclosure that law forbids FINTECH to withhold. An internal reviewer or employee is governed by Section 3 and is not an unrestricted external recipient.

5. Exclusions and burden of proof

Confidential Information excludes information FINTECH proves by contemporaneous records (a) was publicly available without a breach of this Agreement; (b) was lawfully known to FINTECH before disclosure without a confidentiality duty; (c) was lawfully received from a third party without a duty to the Client; or (d) was independently developed without use of Confidential Information. A combination of items is not excluded merely because some individual elements are public.

6. Security incidents

FINTECH shall promptly notify the Client after becoming aware of unauthorized access, use, loss or disclosure of Confidential Information, provide reasonably available details, take proportionate containment and remediation steps, and cooperate with the Client regarding legally required notices. A personal-data incident remains subject to applicable privacy-law notification duties.

7. Return, deletion and retention

On the Client's written request or completion of the Purpose, FINTECH shall, within 30 days, return or securely delete Confidential Information in its control and confirm completion in writing. FINTECH may retain only copies required by law, professional obligations, litigation holds or secure routine backups that cannot reasonably be isolated, provided they remain protected, inaccessible for ordinary business use, and deleted under the applicable retention cycle. No retained copy may be used for a new purpose.

8. Duration

This Agreement begins on the date of the last signature and covers information disclosed before or after that date for the Purpose. The confidentiality and restricted-use obligations continue for five years after the last disclosure. For trade secrets and information that remains protected by applicable law as a trade secret, those obligations continue for as long as that protection subsists. Mandatory data-protection and retention obligations apply according to law.

9. Ownership, no license and no transaction commitment

The Client retains its rights in Confidential Information. No license or transfer of intellectual property is granted. Neither Party is obliged by this Agreement to enter into a transaction or advisory mandate. FINTECH shall not represent an analysis, draft or recommendation as approved for external delivery unless separately approved under the applicable engagement and internal review process.

10. Personal data and professional boundaries

Each Party shall comply with applicable privacy and data-protection law. Where FINTECH processes personal data on behalf of the Client in a relationship requiring a separate processor agreement, the Parties shall execute that agreement before such processing; this NDA alone is not a substitute for it. Legal, tax, audit, sanctions and regulated investment matters require the relevant qualified professional or institution where applicable.

11. Remedies and liability

The Parties acknowledge that an unauthorized disclosure may cause harm for which monetary damages alone may be inadequate. The Client may seek available injunctive or other equitable relief, in addition to remedies available under applicable law, subject to judicial determination. This clause does not predetermine liability or waive defenses.

12. Governing law; disputes

This Agreement is governed by the laws of the State of Florida, USA, without regard to conflict-of-law rules, subject to overriding mandatory law applicable to the Client, personal data or the relevant activity. Courts located in Miami-Dade County, Florida have nonexclusive jurisdiction. This provision does not deprive a person of rights or forums that cannot lawfully be waived.

13. Notices and entire agreement

Formal notices under this Agreement shall be sent to FINTECH at its business address above and to the Client at the address stated above, or to an email address each Party designates in writing and confirms for notices. This Agreement is the entire confidentiality agreement for the Purpose and may be amended only in a written instrument accepted by both Parties. If any provision is unenforceable, the remainder remains effective to the extent lawful. Counterparts and electronic signatures may be used where valid under applicable law.

For Fintech SCB LLC

Name: Roberto Balbino

Title: CEO

Signature: _____

Date: _____

For the Client / Disclosing Party

Name: _____

Title (if applicable): _____

Signature: _____

Date: _____

This public template is not executed merely because Roberto Balbino's name and title appear above. A completed, signed counterpart and any case-specific permissions are required before treating it as an executed agreement.