Mutual Non-Disclosure Agreement

In force — Version 2026.3 · www.aydenadvisors.com

This is the undertaking accepted on www.aydenadvisors.com. It is mutual: it binds the firm exactly as it binds you. Acceptance is applied by the website. There is nothing on this document to sign or fill in.

What this agreement is

This is a mutual confidentiality undertaking between you (and, where you are acting for an organisation, that organisation) and Ayden Advisors Ltd, a private strategic advisory firm of 29-31-33 Ilia Chavchavadze Ave., Unit 83, Tbilisi, Georgia ("Ayden" or the "firm"). It is published at www.aydenadvisors.com. It applies from the moment the website records your acceptance and governs information exchanged in either direction, whether through the website, the client portal, in a meeting, by telephone, by email, or in any other form.

It is deliberately short. Everything in it is intended to be legible to the person accepting it rather than only to their counsel.

1. Confidential information

"Confidential information" means any non-public information disclosed by one party to the other in connection with a prospective or actual advisory engagement. It includes, without limitation: financial statements, models, projections and capital structures; commercial terms, counterparty names and transaction details; business plans, strategy, research and market intelligence; client, investor, family-office, supplier and employee information; unpublished personal or household balance-sheet information; technical and product information; the firm's analysis, methodologies, templates and written work product; portal credentials, access logs and the existence of any particular document on the portal; and the existence, subject matter and status of any discussion or engagement between the parties.

Information is confidential whether or not it is marked as such, and whether it is disclosed before or after the date of acceptance. Notes, analyses and other materials a party prepares that contain or are derived from the other's confidential information are themselves confidential information.

2. What each party undertakes

Each party will: (a) keep the other's confidential information in confidence and protect it with at least the care it applies to its own confidential information, and in no case with less than reasonable care; (b) use it solely for the purpose of evaluating, negotiating or performing the advisory engagement, and for no other purpose; (c) disclose it only to those of its officers, principals, employees and professional advisers who need it for that purpose and who are bound by obligations of confidentiality at least as protective as these; (d) remain responsible for any breach by a person to whom it discloses; and (e) not submit the other's confidential information to a public generative-AI system or consumer tool that trains on user inputs.

Neither party will reverse-engineer, decompile or otherwise attempt to derive the underlying substance of materials provided in a processed or summarised form. Neither party will disclose the existence of discussions, or the identity of the other party, except as required by law or with prior written consent.

3. What is not confidential

These obligations do not apply to information that the receiving party can show: (a) was already lawfully in its possession without a duty of confidence; (b) is or becomes public through no act or omission of the receiving party; (c)

is lawfully received from a third party entitled to disclose it; or (d) was independently developed without use of or reference to the disclosing party's information.

4. Required disclosure

If a party is required to disclose confidential information by law, by a regulator, or by an order of a court or tribunal of competent jurisdiction, it may do so, provided that — to the extent it is lawfully able — it gives the other party prompt written notice, discloses only what is required, and co-operates at the other party's cost in any reasonable effort to limit or resist the disclosure.

5. The portal, and your account

Access to the client portal is personal to you. You will not share your credentials, and you will not permit any other person to use your account. Download links issued to you are time-limited and are issued for your use only; you will not forward them.

You will tell the firm promptly if you believe your credentials or a link have been disclosed to anyone else, or if your role changes such that you should no longer have access.

The firm records access to the portal — sign-ins, documents opened and documents downloaded — as a security and confidentiality control. You acknowledge that this record is kept and may be produced as evidence of access.

6. No licence, no warranty, no engagement

Nothing in this agreement transfers ownership of, or grants any licence in, confidential information or any intellectual property, save the limited right to use it for the stated purpose.

Information is exchanged without warranty as to its accuracy or completeness. This agreement does not create an advisory, fiduciary, agency or partnership relationship, and neither party is obliged by it to disclose anything, to enter into any mandate, or to continue any discussion. Ayden is a private strategic advisory firm. It is not registered as a securities dealer, broker, investment adviser or financial adviser; it does not provide investment, legal or tax advice; and it does not manage, hold or take custody of client assets. Any mandate, if agreed, will be documented in a separate written engagement.

7. Return and deletion

On written request, or on the conclusion of discussions without an engagement, each party will return or destroy the other's confidential information, revoke any portal or link access granted to it, and confirm that it has done so. Each party may retain one copy to the extent required by law, regulation or its bona fide internal record-keeping or backup policy; anything so retained remains subject to these obligations for as long as it is held.

8. Duration

These obligations begin on acceptance and continue for five years from the later of the date of acceptance and the date of last disclosure — save that information constituting a trade secret remains protected for as long as it retains that character under applicable law, and personal data and unpublished information concerning family offices, beneficial owners and personal balance sheets remain protected without time limit, subject always to applicable data-protection law.

9. Remedies

Each party acknowledges that a breach or threatened breach may cause irreparable harm for which damages would be an inadequate remedy, and that the other party may seek injunctive or other equitable relief without the necessity of proving actual damages, in addition to any other remedy available to it.

10. Notices

Notices under this agreement shall be in writing and sent to the firm at Ayden Advisors Ltd, 29-31-33 Ilia Chavchavadze Ave., Unit 83, Tbilisi, Georgia, or by email to info@aydenadvisors.com, and to you at the email address on your account at www.aydenadvisors.com or the address you last designated in writing. Email notice is effective on receipt.

11. General

This agreement is the entire agreement between the parties on its subject matter and supersedes any earlier understanding on confidentiality. It may be varied only in writing. Where the firm revises the in-force text on www.aydenadvisors.com, you will be asked to accept the revised version before continuing; your earlier acceptance continues to govern the period in which it was in force, and is identified by its version number, the unique record of that acceptance, and a cryptographic digest of the exact text accepted.

If any provision is held unenforceable, the remainder continues in effect. A failure to enforce a provision is not a waiver of it. This agreement is accepted on www.aydenadvisors.com. Acceptance is applied automatically by the website. There are no signature fields and nothing to fill in. Each acceptance is recorded against this exact text.

This agreement is governed by the laws of the State of Florida, without regard to conflict-of-laws principles. The state and federal courts located in Miami-Dade County, Florida, have exclusive jurisdiction, provided that either party may seek interim or injunctive relief in any court of competent jurisdiction. If a later engagement letter for a mandate states a different governing law, that letter governs the mandate; this agreement continues to govern confidential information exchanged before that letter is signed.

Acceptance

This page is completed by www.aydenadvisors.com. You do not sign it, and you do not fill in any field.

The website applies acceptance to this page automatically when you accept the in-force text on your account. No name, date, signature line or other field is left open on this document.

For Ayden Advisors Ltd

Accepted by publication of this in-force text on www.aydenadvisors.com. That publication is the firm's acceptance. It is applied automatically. No separate signature is required.

Ayden Advisors Ltd
29-31-33 Ilia Chavchavadze Ave., Unit 83
Tbilisi, Georgia
www.aydenadvisors.com
Status: accepted by the website · Version 2026.3

For you

Applied automatically by www.aydenadvisors.com at the moment of acceptance. By that acceptance you confirm that you have read this agreement, that you accept it, and that you are authorised to accept it on behalf of any organisation you have named.

The website records, against this exact text, the version accepted, the date and time, the account used, the network address and browser used, and a cryptographic digest of this text. That record is your acceptance. It is written by the website. It is not a form for you to complete.