



EFFORTLESSWEALTHGROUP LIMITED

NON-DISCLOSURE AGREEMENT

LAST UPDATED: 24 JULY 2025

ISSUING PARTY

RECEIVING PARTY

EFFORTLESSWEALTHGROUP LIMITED

[LENDER FULL NAME]

This Non-Disclosure Agreement ("Agreement") is entered into by and between:

(1) EFFORTLESSWEALTHGROUP LIMITED ("EWG"), a **Private Investment Club**, incorporated in England and Wales under company number **16252357**, operating within the Standard Industrial Classification (SIC) code: **94990**: Activities of Other Membership Organizations, whose registered office is **3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE**.

And

(2) [LENDER FULL NAME], of [COMPANY NAME, company number XXXXXXXX], registered at [ADDRESS] (hereinafter referred to as the "Receiving Party").

The Disclosing Party and the Receiving Party are collectively referred to as the "Parties" and individually as a "Party."

This Agreement will become effective on [DATE] ("Effective Date").

The Parties are entering into discussions regarding a potential business venture titled "**EWG x TAJMAS – Vehicle ID: TJS0002202506**" (the "Venture"), proposed by the Disclosing Party. In connection with the evaluation and potential continuation of the Venture, the Parties recognise that it may be necessary to share certain confidential and proprietary information. To safeguard such information and any intellectual property that may be disclosed, the Parties have agreed to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual exchange of confidential information, the Parties agree as follows:

1. Confidential Information.

- 1.1. For the purposes of this Agreement, "Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, in any form, whether oral, written, visual, electronic, or otherwise, that is proprietary, confidential, or commercially sensitive in nature and that a reasonable person would understand to be confidential at the time of disclosure.
- 1.2. Examples of Confidential Information include, without limitation: supplier identities, exporter relationships, client lists, pricing models, logistical operations, deal structures, trade

volumes, proprietary strategies and any other non-public business, technical, or financial information related to the Venture.

- 1.3. The Confidential Information includes any information mentioned in the past 12 months to any of the receiving Parties in the build up to reaching this stage.
- 1.4. Confidential Information does not include information that:
 - 1.4.1. The receiving Parties lawfully had before the disclosing Party actually disclosed it;
 - 1.4.2. Is disclosed to the receiving Parties by a third-Party who is not bound by a confidentiality agreement;
 - 1.4.3. Becomes available to the general public by no fault of the receiving Party.
- 1.5. For the purposes of this Agreement, "Representatives" shall include a Party's employees, directors, officers, agents and professional advisors.

2. Use of Confidential Information.

- 2.1. The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party except as expressly permitted under this Agreement. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating or furthering the Venture and for no other purpose.
- 2.2. The Receiving Party shall apply the same degree of care in protecting the Confidential Information as it uses to protect its own confidential or proprietary information of a similar nature, but in no event less than a reasonable standard of care.
- 2.3. The Receiving Party may disclose the Confidential Information to its Representatives on a strict need-to-know basis, provided that:
 - 2.3.1. Such Representatives are informed of the confidential nature of the information;
and

2.3.2. Such Representatives are bound by written obligations of confidentiality no less protective than those set forth in this Agreement.

2.3.3. The Receiving Party shall remain fully liable for any breach of this Agreement by any of its Representatives.

3. **Ownership and No License.**

3.1. All Confidential Information disclosed under this Agreement shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any right, license, or interest in or to the Confidential Information, including any patent, copyright, trademark, or other intellectual property right.

3.2. The Receiving Party agrees not to use, reproduce, copy, or exploit the Confidential Information for any purpose other than as expressly permitted under this Agreement.

3.3. The Receiving Party shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the structure or functionality of any Confidential Information, including technical data, models, systems, or workflows disclosed by the Disclosing Party.

4. **Return of Confidential Information.**

4.1. Upon termination of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall promptly return all materials embodying the Confidential Information, including all originals, copies, summaries, analyses and other derivatives thereof, in any form or medium.

4.2. In lieu of returning materials, the Receiving Party must, at the Disclosing Party's written request, permanently delete or destroy such Confidential Information and shall certify in writing that such deletion or destruction has been completed within five (5) business days of the request.

- 4.3. The Receiving Party shall also ensure that any Confidential Information stored electronically, including in backups or on cloud-based systems, is permanently deleted to the extent technically feasible.

5. Term and Termination

- 5.1. The term of this Agreement is 60 months from the Effective Date, unless terminated earlier for other reasons available in this Agreement.
- 5.2. Regardless of the termination or expiration of this Agreement, the Receiving Party's obligations with respect to Confidential Information shall survive and remain in effect until such Confidential Information no longer qualifies as confidential under section 1 of this Agreement.

6. Remedies.

- 6.1. Accordingly, the Disclosing Party shall be entitled, in addition to any other rights and remedies available at law or in equity, to seek immediate injunctive or equitable relief in any jurisdiction to prevent or restrain any actual or threatened breach of this Agreement, without the requirement to post bond.
- 6.2. This Clause shall survive the termination or expiration of this Agreement.

7. Relationship of The Group.

- 7.1. **No Binding Agreement to Pursue Opportunity.** The Group agrees that sharing their Confidential Information is not a legal obligation to pursue the Opportunity. The Group is free to stop discussions or negotiations related to the Opportunity at any time.
- 7.2. **No Exclusivity.** The Group understands this Agreement is not an exclusive arrangement.

The Group agrees they are free to enter into other similar agreements with other Parties.

- 7.3. **Independent Contractors.** The Group to this Agreement are independent contractors. Neither Party is an agent, representative, partner, or employee of the other Party.

8. General

- 8.1. **Amendments.** This Agreement may be modified as needed. To make a modification, The Group has to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.
- 8.2. **Assignment.** The Group may not assign the responsibilities they have under this Agreement to anyone else.
- 8.3. **Choice of Law.** This Agreement will be interpreted based on the laws of the United Kingdom, regardless of any conflict of law issues that may arise. The Group agrees that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the United Kingdom.

9. Entire Agreement

- 9.1. This Agreement constitutes The Group's entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between The Group. Any subsequent changes to this Agreement must be made in writing and signed by all Parties.

10. Severability

- 10.1. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

11. Waiver

- 11.1. Neither Party can waive any provision of this Agreement, or any rights or obligations under

this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

12. Notices

- 12.1. If a Party is required by law to disclose any Confidential Information it has received, it will notify the other members of the Party within three (3) business days.
- 12.2. If a Party loses or fails to maintain confidentiality of any Confidential Information it has received, it will notify the disclosing Party within twenty-four (24) hours. The receiving Parties will take any and all steps necessary to recover the Confidential Information and prevent further unauthorised use.
- 12.3. All notices under this Agreement must be sent by email with return confirmation of receipt.
- 12.4. Notices should be sent to: legals@effortlesswealthgroup.com
- 12.5. or to: [LENDER EMAIL]

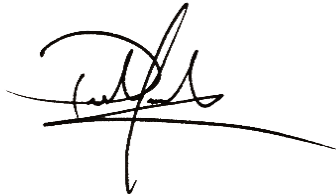
By signing below, you confirm that you have carefully reviewed, fully understood and accepted all terms set forth in the Non-Disclosure Agreement issued by EWG.

This agreement will take immediate and binding effect from the date and time at which you engage with EWG in regard to the Venture.

This acknowledgement may be executed electronically or physically, in counterparts, each of which shall constitute an original and all of which together shall form one legally binding agreement between you and EWG.

EFFORTLESSWEALTHGROUP LIMITED

Signed:



Full Name: Pierre Yamfam

Title: Founder

Position: Issuing Party

Date: 08/07/2025

[LENDER FULL NAME]

Signed:

Full Name: [LENDER FULL NAME]

Title: Lender

Position: Receiving Party

Date: [ENTER DATE]

END OF NON-DISCLOSURE AGREEMENT
