BETTORTOKEN HOLDINGS LLC & AFFILIATES

Mutual Non-Disclosure Agreement

Version BT-MNDA-2026.11 · Florida law · Signed electronically when you book a call

IN PLAIN ENGLISH

- Mutual: it protects what you share with us and what we share with you.
- Covers trading strategies, systems, terms, relationships and the fact of our discussions.
- Three-year term; confidentiality survives five years after, trade secrets for as long as they remain secret.
- 24-month non-circumvention and non-solicitation.
- Florida law; St. Johns County / M.D. Fla. (Jacksonville) venue; jury waiver.
- No obligation to do any deal, and nothing here is an offer of securities.

This summary is for convenience only. The full text below controls.

This Mutual Non-Disclosure Agreement (this “Agreement”) is entered into electronically and is effective as of the date and time of the Counterparty's electronic signature recorded in the Electronic Signature Record below (the “Effective Date”), by and between BettorToken Holdings LLC, a New Jersey limited liability company with its principal place of business in Ponte Vedra Beach, Florida, for itself and on behalf of its Affiliates (collectively, “BettorToken”), and the person or entity identified as the Counterparty in the Electronic Signature Record (“Counterparty”). BettorToken and Counterparty are each a “Party” and together the “Parties.”

The Parties wish to explore a potential strategic, commercial or investment relationship relating to BettorToken's programs, products and services, including The Prime Partnership™ in its institutional and venue editions (the “Purpose”), and in connection with the Purpose each Party may disclose to the other certain confidential and proprietary information. In consideration of the mutual covenants below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Certain Definitions.

(a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, including parents, subsidiaries, holding companies, special purpose vehicles, managed or operated vehicles, and successor entities, whether now existing

or later formed; “control” means ownership of voting or equity interests, the power to direct management or policies, or service as manager or managing member.

(b) “Confidential Information” means all information disclosed by or on behalf of a Party or its Affiliates (the “Discloser”) to the other Party or its Representatives (the “Recipient”), whether before or after the Effective Date, in any form or medium (written, oral, visual, electronic, or by observation or inspection), and whether or not marked or identified as confidential, that is of a confidential or proprietary nature or that a reasonable person would understand to be confidential, including: trading strategies, signals, models, parameters and research; algorithms, source code, software, system architectures and autonomous agent designs (including BettorToken's BETTOR system and command center); data, datasets, data pipelines and analytics; business plans, financial statements, projections and tax information; entity and vehicle structures, waterfalls, pricing and economic terms; venue, custodial, banking, vendor and counterparty relationships; the identities of investors, partners, clients and prospects; legal and regulatory analyses; and the existence, status and terms of discussions between the Parties. Confidential Information includes all notes, summaries, analyses, compilations and other materials, in any form, that contain, reflect or are derived from any of the foregoing (“Derived Materials”).

(c) “Representatives” means a Party's and its Affiliates' directors, officers, managers, members, partners, employees, attorneys, accountants, auditors, insurers and professional advisors, in each case who have a need to know Confidential Information for the Purpose and who are bound by written or professional obligations of confidentiality at least as protective as those in this Agreement.

(d) “Trade Secrets” means Confidential Information that constitutes a trade secret under the Florida Uniform Trade Secrets Act, Fla. Stat. § 688.001 et seq. (“FUTSA”), the federal Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq. (the “DTSA”), or other applicable law.

2. Exclusions.

Confidential Information does not include information to the extent the Recipient demonstrates by competent written evidence that the information: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement or other wrongful act; (b) was lawfully known to the Recipient, without restriction, before disclosure by the Discloser; (c) is lawfully received by the Recipient from a third party that, to the Recipient's knowledge, is not under an obligation of confidentiality to the Discloser; or (d) was independently developed by the Recipient without use of or reference to Confidential Information. Information is not within these exclusions merely because it is embraced by more general information in the public domain, or because individual elements of it are public, where the combination itself is not generally known.

3. Nondisclosure; Nonuse; Standard of Care.

(a) The Recipient shall: (i) use Confidential Information solely for the Purpose and for no other purpose, including no competitive purpose and no trading, investment or commercial purpose outside the Purpose; (ii) not disclose Confidential Information to any person other than its Representatives; (iii) protect Confidential Information using at least the degree of care it uses to protect its own most sensitive information, and in no event less than a reasonable degree of care; and (iv) promptly notify the Discloser in writing upon becoming aware of any unauthorized use or disclosure of Confidential Information and cooperate with the Discloser to mitigate the effects of it.

(b) The Recipient is responsible and liable for any act or omission of its Representatives, and of any Affiliate that receives Confidential Information through it, that would constitute a breach of this Agreement if committed by the Recipient.

(c) No Residuals. Neither Party has any right to use Confidential Information retained in the unaided memory of its personnel, and no license or right is created by any so-called "residuals" doctrine.

4. Restrictions Specific to Systems and Strategies.

The Recipient shall not, and shall not assist or permit any other person to: (a) reverse engineer, decompile, disassemble, benchmark, penetration test, probe, scrape, copy or create derivative works of any software, model, strategy, system or interface of the Discloser, including the BETTOR system and any dashboard, data room or demonstration environment made available in connection with the Purpose; (b) use Confidential Information to develop, improve, train, seed, operate or commercialize any trading strategy, model, dataset, product or service; or (c) access any system of the Discloser beyond the access expressly granted in writing. Access to any demonstration or environment confers no license or other rights.

5. Non-Circumvention.

During the Term and for twenty-four (24) months thereafter, the Recipient shall not use Confidential Information to: (a) replicate, develop, launch or operate, or assist any other person to replicate, develop, launch or operate, any program or business competitive with the programs or strategies disclosed by the Discloser in connection with the Purpose; (b) circumvent the Discloser by initiating, soliciting or entering into any transaction, relationship or arrangement with any venue, exchange, custodian, counterparty, vendor, service provider, investor or partner first identified to the Recipient by the Discloser in connection with the Purpose, in each case in reliance on Confidential Information; or (c) interfere with, or attempt to divert, any contractual or prospective business relationship of the Discloser. The Parties acknowledge and agree that these restraints are reasonable in scope and duration and are

necessary to protect legitimate business interests of the Discloser, including Trade Secrets, other valuable confidential business information, and substantial relationships with specific existing and prospective customers, vendors and counterparties, within the meaning of Fla. Stat. § 542.335.

6. Non-Solicitation.

During the Term and for twenty-four (24) months thereafter, neither Party shall, directly or indirectly, solicit for employment or engagement, or induce to terminate or reduce their relationship, any employee, officer or dedicated contractor of the other Party or its Affiliates who became known to the soliciting Party in connection with the Purpose; provided that general solicitations of employment not specifically directed at such persons, and any hiring resulting from them, shall not breach this Section.

7. Compelled Disclosure.

If the Recipient or any of its Representatives is required by applicable law, regulation, legal process, or a governmental, regulatory or self-regulatory authority to disclose Confidential Information, the Recipient shall, to the extent legally permitted, (a) give the Discloser prompt written notice before disclosure, (b) cooperate reasonably, at the Discloser's expense, with any effort by the Discloser to obtain a protective order or other assurance of confidential treatment, and (c) disclose only that portion of the Confidential Information that the Recipient is legally required to disclose on advice of counsel, using reasonable efforts to obtain confidential treatment of it. A compelled disclosure under this Section does not relieve the Recipient of any other obligation under this Agreement. Notwithstanding the foregoing, a Party that is a regulated financial institution may disclose Confidential Information to its examining regulators in the course of routine supervisory examinations not specifically targeted at the Discloser, without notice, where notice is prohibited or impracticable.

8. Securities Law Acknowledgment.

Each Party acknowledges that Confidential Information may constitute material non-public information and that United States securities and commodities laws restrict trading and the communication of such information to any person who may trade while in possession of it. Each Party agrees to comply, and to cause its Representatives to comply, with such laws in connection with the Confidential Information.

9. Return or Destruction.

Upon the Discloser's written request, or upon the conclusion of discussions regarding the Purpose, the Recipient shall promptly, and in any event within ten (10) business days, return or destroy all Confidential Information and Derived Materials and, upon request, certify such

destruction in writing through an authorized officer; provided that the Recipient may retain copies stored in automatic electronic backup or archival systems, and copies required to be retained for bona fide legal, regulatory or professional compliance purposes, so long as any retained copies remain subject to this Agreement for as long as they are retained, notwithstanding any expiration of the Term.

10. No License; Ownership; Feedback.

All Confidential Information is and remains the sole and exclusive property of the Discloser and its Affiliates. No license or other right, express or implied, under any patent, copyright, trademark, trade secret or other intellectual property is granted by this Agreement or any disclosure, other than the limited right to use Confidential Information solely for the Purpose. If a Party voluntarily provides suggestions, comments or other feedback regarding the other Party's products, systems or programs, the Party receiving the feedback may use it without restriction or obligation, provided such use does not disclose or incorporate the feedback provider's Confidential Information.

11. No Obligation; No Offer; No Representation.

This Agreement does not obligate either Party to proceed with, or continue discussions regarding, any transaction, and either Party may terminate discussions at any time for any reason. Nothing in this Agreement or in any Confidential Information constitutes an offer to sell or a solicitation of an offer to buy any security or other instrument, or legal, investment, accounting or tax advice. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” EACH DISCLOSER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF CONFIDENTIAL INFORMATION, except as may be expressly set forth in definitive signed agreements, if any, between the Parties.

12. Term; Survival.

This Agreement commences on the Effective Date and continues for three (3) years (the “Term”), unless earlier terminated by either Party on thirty (30) days' prior written notice. Each Party's obligations with respect to Confidential Information disclosed during the Term survive expiration or termination for five (5) years thereafter; provided that (a) obligations with respect to Trade Secrets survive for so long as the relevant information remains a trade secret under applicable law, and (b) Sections 5, 6 and 9 through 19 survive in accordance with their terms.

13. Remedies.

Each Party acknowledges that a breach or threatened breach of this Agreement may cause the Discloser immediate and irreparable harm for which monetary damages would be an inadequate remedy. The Discloser is therefore entitled to seek specific performance and

temporary, preliminary and permanent injunctive or other equitable relief for any such breach or threatened breach, without the necessity of posting any bond or other security and without the necessity of proving actual damages, in addition to, and not in lieu of, all other rights and remedies available at law or in equity, all of which are cumulative. In any action or proceeding arising out of or relating to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal, and in any bankruptcy or arbitration proceeding. Nothing in this Agreement limits either Party's liability for breach of its confidentiality obligations, for misappropriation of Trade Secrets, or for fraud.

14. Defend Trade Secrets Act Notice.

Pursuant to 18 U.S.C. § 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made in confidence to a federal, state or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

15. Information Security.

The Recipient shall maintain commercially reasonable administrative, technical and physical safeguards designed to protect Confidential Information in its possession against unauthorized access, use, disclosure, alteration or destruction, and shall notify the Discloser without undue delay, and in any event within seventy-two (72) hours, after confirming any security incident that compromises Confidential Information.

16. No Publicity.

Neither Party shall issue any press release or other public statement regarding the Purpose, the Parties' discussions, or this Agreement, or use the other Party's or its Affiliates' names, trademarks or logos in any marketing, advertising or public materials, without the other Party's prior written consent, except as required by law and then only in accordance with Section 7.

17. Governing Law; Venue; Waiver of Jury Trial.

This Agreement, and any dispute, claim or controversy arising out of or relating to it or its subject matter (including non-contractual claims), are governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles. Each Party irrevocably submits to the exclusive jurisdiction and venue of the state

courts located in St. Johns County, Florida and the United States District Court for the Middle District of Florida, Jacksonville Division, for any such dispute, waives any objection to such jurisdiction and venue (including any objection based on forum non conveniens), and consents to service of process delivered in accordance with the notice provisions of this Agreement. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. Equitable Modification; Severability.

If any provision of this Agreement, including any restriction on duration, scope or activity, is held invalid or unenforceable, the court shall modify, blue-pencil and enforce that provision to the maximum extent permitted by law, as contemplated by Fla. Stat. § 542.335, and the remaining provisions of this Agreement remain in full force and effect.

19. Miscellaneous.

(a) Notices. All notices must be in writing and are effective upon delivery to the addresses (including email addresses) set forth in the Electronic Signature Record or, for BettorToken, to diligence@bettortoken.com, with email notice effective when sent absent an automated non-delivery response. (b) Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign it to an Affiliate or to a successor in connection with a merger, reorganization or sale of all or substantially all of its assets; any other purported assignment is void. (c) Third-Party Beneficiaries. BettorToken's Affiliates are intended third-party beneficiaries of this Agreement, entitled to enforce it as Disclosers of their respective Confidential Information; there are no other third-party beneficiaries. (d) Entire Agreement; Amendment; Waiver. This Agreement is the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings regarding it; it may be amended or waived only in a writing signed by both Parties, and no failure or delay in exercising any right is a waiver of it. (e) Relationship. Nothing in this Agreement creates a partnership, joint venture, fiduciary or agency relationship between the Parties. (f) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature and exchange of PDF copies, each of which is deemed an original and all of which together constitute one instrument (Fla. Stat. ch. 668; 15 U.S.C. § 7001 et seq.). (g) Construction. The Parties participated jointly in negotiating and drafting this Agreement, and no presumption or burden of proof favoring or disfavoring any Party applies by virtue of authorship. Headings are for convenience only.

(h) Electronic Execution. The Counterparty executes this Agreement by typing its signatory's full name and affirmatively accepting this Agreement through BettorToken's website, and that act, together with the recorded date, time, internet protocol address, agreement version and

document fingerprint (the “Electronic Signature Record”), constitutes the Counterparty's signature. BettorToken executes this Agreement electronically through the same system, on behalf of itself and its Affiliates, effective at the same time. An individual who signs on behalf of an entity represents and warrants that he or she is authorized to bind that entity; an individual who signs without naming an entity signs in his or her personal capacity.

BETTORTOKEN HOLDINGS LLC, FOR ITSELF AND ITS AFFILIATES

Executed electronically by Matthew Taylor, Founder & Chief Executive Officer, through BettorToken's booking system, effective at the Counterparty's signature.

COUNTERPARTY

Name, title, entity, email, date, time, IP address, agreement version and document fingerprint, recorded in the Electronic Signature Record when the Counterparty signs.

Not an offer to sell or a solicitation to buy any security. Questions about this agreement: diligence@bettortoken.com.