



# NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY | INTELLECTUAL PROPERTY AND FINANCE

| Social8 | Earn247 | Ardent ("NCNDA") v.2.3A

**PARTY ONE:** MR. JAMES BRIEN, with New Zealand Passport: LK222869. Director: Ardent Partners NZ Limited, registered NZ Company #1960697, registered NZ FSP #260985. Mail address: Po Box 15615, Hamilton, New Zealand: 3243 in limited service partnership with Earn247.net and Social8.net

**WHEREAS** the undersigned parties are mutually desirous of doing business with respect to the arranging, selling, buying, lending, investing, partnering and/or any other business transaction agreed between the parties in cooperation with one another for mutual benefit. The documents which may follow this Agreement may include letters of intent, full or partial corporate offers, bank letters, contracts, due diligence material, business plans, sensitive intellectual property, proprietary research material and/or results, market research statistics, confidential notes, estimates, invoices, recommendations, term sheets, historical earnings advice and/or payment instruments. Any document inclusive of all information contained therein, inclusive of their marks, slogans, images, videos, text, links, references, ideas, structure and/or proposals as supplied by an issuing party, shall **not** be transmitted under any circumstance, onto other intermediaries or brokers, nor any company or individual residing outside of the purview of the parties specified and signed herein, unless those parties are registered legal representation, registered company accountants, bank officers or official company officers of the parties hereto, without prior written consent of the disclosing party(s) unless compelled by a court of competent jurisdiction. Material subject to these conditions includes all modes of transmission, physical, digital, verbal or otherwise.

**WHEREAS** this Agreement is made and entered into on this date, and shall obligate the undersigned parties, without reservation, as responsible for an absolute duty of care when sharing information with partners, associates, employers, employees, affiliates, subsidiaries, parent companies, sub companies, any/all appointees, nominees, representatives, successors, clients and assigns. All undersigned parties are hereinafter referred to as "**The Parties**" jointly severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information visual or oral involving financial information, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement - hereinafter referred to as "**A Transaction**" (Project/Transaction) for the purchase of all and any products or services, joint ventures, licenses, shareholding, lending or subsequent agreements or intents in accord with this Agreement.

**WHEREAS** confidentiality, privacy, non-circumvention and non-disclosure are paramount to all engaged and intended to be engaged business between the parties. The purpose of this Agreement and the nature of business inclusive of the business's clients, members, profiles, contacts and contracts and the expectation of business hereinafter are cause for non-wavering, indefinite, and solemn terms that, to the maximum extent of the law, shall never expire. If a court of competent jurisdiction deems one term to have expired for just cause, it shall not affect any other term as herein prescribed.

NOW, THEREFORE IT IS AGREED

**AGREEMENT NOT TO DEAL OR CONTRACT WITHOUT CONSENT**

**The Parties** hereby legally and irrevocably bind themselves to guarantee to one another that they shall not directly or indirectly interfere with, circumvent, or attempt to circumvent, avoid, by-pass, or obviate any other executing parties' interests or relationships with procedures, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial institutions, technology owners, intellectual property owners or manufacturers or otherwise. The executing parties shall not change, attempt to increase or avoid, hide or omit, directly or indirectly, information or payments of established or yet to be established business, fees, commissions, or the continuance of pre-established relationships yet to be formally contracted, or intervene with manufacturers or technology owners with

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intermediaries, entrepreneurs, legal counsel or initiate any form of buy/sell relationships or transactional relationships that by-passes any one of **The Parties** hereto in connection with any ongoing and/or future transaction concerning any proposed project. All dealings between **The Parties** must be conducted transparently, in good faith and with integrity. A breach or claimed breach shall not invalidate any/all surviving NCNDA terms whatsoever and all parties reserve the right to challenge and mitigate a breach privately prior to initiating any form of formal legal suit.

## AGREEMENT NOT TO DISCLOSE

**The Parties** irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and/or information concerning the identity of any sellers, producers, buyers, lenders, borrowers, brokers, distributors, manufacturers, refiners, technology owners, intellectual property owners, shareholders or beneficiaries, or their representatives, trustees or advisors; specifically individuals names, addresses, principals, or digital-app/fax/telephone numbers, product/service references or technology information, design information, process information and/or any other information that may be pertinent to the business of the discloser, whether specifically advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the owner/discloser.

**The Parties** agree to maintain certain information that may be deemed "highly confidential" as protected on a "need to know" basis, without any obligation to disclose to another party inclusive of those parties hereto signed. Such information shall include but not be limited to logins and passwords as may be supplied to an individual and not all individuals. In the event of a breach, there is a duty to immediately inform all relevant parties and reset such information to ensure systems remain secure.

## AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration to be paid as part of a transaction concerning **The Parties** to this agreement, shall be agreed upon by separate written agreement by all concerned and shall be paid at the time such contract designated unless otherwise agreed among **The Parties**.

**The Parties** hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that **The Parties** are not an integral member to a specific commission and fee via a case-by-case Fee Protection Agreement ("FPA").

## AGREEMENT TO INFORM

In specific deals where one of **The Parties** acting as an agent, allows the buyers or buyer's mandate and the seller or sellers mandate to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer and the seller. The terms "buyer or seller" may be replaced with any other prior described term such as investor, lender or principal.

If any party finds that a co-executor (another party to this Agreement) has breached any term hereto by specifically falsifying or withholding information or manipulating information to the detrimental loss of another party herein, all parties shall be informed. An aggrieved party may seek remedy by way of compensation and/or the judgement of a mediator or court and may need to make certain disclosures in order to obtain said judgement. Providing that the third party is sworn to privacy (in law or per NCNDA) the default position of **The Parties** is agreement. However, protection of all private information that may become public remains the legal responsibility of the discloser.

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## TERM

With respect to confidentiality, non-disclosure and non-circumvention: This Agreement shall be valid for an indefinite term and shall commence from the date in which the Agreement was signed, or alternatively and as may be agreed between **The Parties**, an alternative date i.e. the date in which the relationship became commercial.

With respect to commissions: **The Parties** hereto shall observe a five (5) year commitment. Financial commissions beyond this timeframe shall not be considered an obligation or right of any party hereto unless the engaged business performance was delayed. If an execution for commitment occurred one year prior to financial performance, the obligation shall be extended by one year.

This agreement shall apply to:

- All transactions originating during or prior to the term of this Agreement shall require the formal agreement of all parties.
- All subsequent transactions that are follow ups, repeats, extensions or renegotiated transactions of transactions as having originated within the term of this Agreement, shall be obligated for a "total term" not exceeding five (5) years from the date of first transacting.

## ARBITRATION

Any/all disputes arising out of or in connection with this NCNDA shall be settled in the following manner:

1. **The Parties** shall communicate with a view to settling the dispute privately between the aggrieved parties. **The Parties** shall make fair, reasonable and timely contributions towards amicably resolving the dispute. After thirty calendar days, if **The Parties** have not reached a settlement, either may approach a mediator of their choice and the costs of such shall be shared even if the initiator is required to first make an entire deposit against formal mediation fees or deposits. The second party shall remunerate half of any fees or deposits within twenty ordinary days upon receipt of such fees paid or deposits required by the mediator.
2. Failing mediation or should the initiator elect to skip mediation for that of a court or should the second party request or refer the case to be handled in a court of competent jurisdiction before a mediator has passed judgement, **The Parties** hereto reserve their right to the commission of a lawyer and the ability to charge another party if they have suffered unfairly where a legal remedy may exist for the aggrieved party.

Every award shall be binding on **The Parties** and enforceable at law.

By submitting a dispute to arbitration, **The Parties** undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Each of **The Parties** subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, **That Party** found in default by **The Arbitrator(s)** or a **court of competent jurisdiction** shall compensate in full the aggrieved party its heirs or assignees for the total remuneration received as a result of business conducted with **The Parties** covered by this agreement, plus all arbitration costs, legal expenses and other charges and damages deemed fair by **The Judgement**.

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## FORCE MAJEURE

With respect to any/all financial terms to any/all agreements between **The Parties** hereto: No party shall be considered or judged to be in violation of this Agreement when the violation is due to circumstances beyond their control, including but not limited to an act of God, civil disturbances, health emergencies and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of **The Parties**. **NB:** Terms that include confidentiality and non-circumvention are indefinite terms, not subject to Force Majeure.

## ENTITIES OWNED OR CONTROLLED

This Agreement shall be binding upon all entities owned or controlled by a party specified hereto and upon the principal(s), employee(s), assignee(s), family and heirs of each party named and signed. No party shall have the right to assign this Agreement without the express written consent of the other/s, notwithstanding parties' choice of disclosure with respect to their legal representation, other company officers and generally accepted exclusions. However, exclusions do not negate the responsibility of the party who made disclosures to the breaching party.

## AGREEMENT NOT TO CIRCUMVENT

**The Parties** agree not to circumvent or attempt to circumvent **The Parties** hereto named and signed into this Agreement. By definition, an act done in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of parties, while excluding other/s that had a bona fide, beneficial right to inclusion.

## NOT PARTNERSHIP AGREEMENT

This Agreement shall not be construed as being an agreement of or for any kind of partnership or joint venture.

## AGREE AND ATTESTED

Each representative shall sign below and guarantee that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body. The transmission of this agreement through digital platforms or apps or programs, fax or e-mail shall be legal and binding, as are digital signatures (as applied via our approved methods and systems).

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PARTY ONE	PARTY TWO	PARTY THREE
<b>Print Signatory's Full Name:</b>  MR. JAMES BRIEN	<b>Print Signatory's Full Name:</b>  	<b>Print Signatory's Full Name:</b>  
<b>Entity Name:</b>  EARN247.NET (Not a registered company)	<b>Entity Name:</b>  <b>Co. Registration No:</b>	<b>Entity Name:</b>  <b>Co. Registration No:</b>
<b>Designation:</b>  CONSULTANT	<b>Designation:</b>	<b>Designation:</b>
<b>Passport No:</b> NEW ZEALAND LK222869 - E: 31/05/2026	<b>Passport No:</b>	<b>Passport No:</b>
<b>Address:</b>  PO BOX 15615 Dinsdale, Hamilton New Zealand: 3243	<b>Address:</b>	<b>Address:</b>
<b>Mobile:</b> +65 8315-4301 <b>Mobile:</b> +64 2757-03474 Call, Viber, Whatsapp:  <b>SKYPE:</b> jamesb_ardent8 <b>Email:</b> jamesb@ardent8.com	<b>Mobile:</b> +  <b>Phone:</b>  <b>Skype:</b>  <b>Email:</b>  <b>Other:</b>	<b>Mobile:</b> +  <b>Phone:</b>  <b>Skype:</b>  <b>Email:</b>  <b>Other:</b>
<b>Signature. -</b>  	<b>Signature. -</b>	<b>Signature. -</b>
<b>Signed Date:</b> Primary signer, digital: Accepted as of the date signed by a second (and/or third) party.	<b>Signed Date:</b>	<b>Signed Date:</b>

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