

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

FINTRO™ / FINTRO AI™ Ecosystem • EXCELERATE™ Financial Literacy Platform

This Non-Circumvention & Non-Disclosure Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) by and between Wayne Tolson, an individual (the “Disclosing Party” or “Owner”), and the undersigned party (the “Receiving Party”). The Disclosing Party and Receiving Party are each a “Party” and together the “Parties.”

1. Purpose

The Receiving Party wishes to review and evaluate confidential information regarding the FINTRO / FINTRO AI ecosystem and the EXCELERATE financial-literacy platform (collectively, the “Project”) for the sole purpose of evaluating a potential business relationship (the “Purpose”).

2. Confidential Information

“Confidential Information” means all non-public information disclosed by the Owner, in any form, including but not limited to: software, source code, spreadsheet and VBA logic, formulas, financial models, wage-scale and contract-analysis methods, curricula and guidebooks, product designs, names, marks, logos, scripts, treatments, demo applications, videos, audio, the “Fintro” character and AI likenesses, business plans, strategies, financials, and the identities of the Owner’s contacts, partners, investors, athletes, institutions, and prospects (the “Protected Contacts”).

3. Non-Disclosure

The Receiving Party shall (a) hold all Confidential Information in strict confidence; (b) not disclose it to any third party without the Owner’s prior written consent; (c) use it solely for the Purpose; and (d) protect it with at least the same degree of care it uses for its own confidential information, and no less than a reasonable degree of care.

4. Non-Circumvention

For a period of seven (7) years from the Effective Date, the Receiving Party shall not, directly or indirectly, circumvent, bypass, or avoid the Owner in order to exploit the Project or to contact, solicit, transact with, or establish any relationship with any Protected Contact introduced or made known through the Confidential Information, without the Owner’s prior written consent and participation. The Receiving Party shall not use the Confidential Information to compete with, replicate, or develop a substantially similar product or service.

5. Intellectual Property

All intellectual property in and to the Project is and remains the sole and exclusive property of Wayne Tolson. The Owner intends to assign such rights to a to-be-formed entity ("NEWCO") at the appropriate time. Nothing in this Agreement grants the Receiving Party any license, ownership, or other right in the Confidential Information or the Project, whether by implication, estoppel, or otherwise.

6. No Obligation; No Warranty

Nothing herein obligates either Party to proceed with any transaction. Confidential Information is provided "AS IS," without warranty of any kind.

7. Return or Destruction

Upon the Owner's request, the Receiving Party shall promptly return or destroy all Confidential Information and any copies, and certify such destruction in writing.

8. Term

The confidentiality obligations survive for seven (7) years from the Effective Date; the non-circumvention obligations apply as stated in Section 4. Obligations regarding trade secrets survive for as long as the information remains a trade secret under applicable law.

9. Remedies

The Receiving Party acknowledges that any breach may cause irreparable harm for which monetary damages are inadequate, and that the Owner shall be entitled to seek injunctive relief in addition to all other remedies available at law or in equity.

10. Governing Law

This Agreement shall be governed by the laws of the State of _____, without regard to conflict-of-laws principles. Exclusive venue shall lie in the courts located in that State.

11. Miscellaneous

This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions. It may be amended only in a writing signed by both Parties. If any provision is held unenforceable, the remainder shall remain in effect. This Agreement may be executed in counterparts, including electronically.

ACKNOWLEDGED AND AGREED

By signing below, the Receiving Party acknowledges it has read, understood, and agreed to the IP & Copyright Notice and this Agreement.

RECEIVING PARTY

Name (print): _____

Signature: _____

Title / Entity: _____

Date: _____

DISCLOSING PARTY — Wayne Tolson

Name (print): _____

Signature: _____

Title / Entity: _____

Date: _____

This template is a business document, not legal advice. Bracketed/blank items (Effective Date, governing-law State) must be completed, and the Agreement should be reviewed and finalized by qualified counsel before use.