ADSGI | LEG-02 | SBLC TRANSACTION HUB | 2026

NON-DISCLOSURE, NON-CIRCUMVENTION & NON-SOLICITATION AGREEMENT

SBLC / BG / Trade Finance — Transaction Protection Agreement

CONTROLLED TEMPLATE — Complete the transaction schedule and parties before execution. This agreement does not constitute a commitment by ADSGI, any bank, provider, monetizer or counterparty.

The parties may exchange confidential information and introduce banks, providers, monetizers, financing companies, beneficiaries, applicants, advisers and other transaction participants. They therefore agree to protect confidential information, introductions and transaction relationships under the terms below.

1. DEFINITIONS

"Confidential Information" means non-public commercial, financial, banking, legal, technical, transactional or personal information disclosed in any form. "Introduced Party" means a person or entity first identified or introduced by a party in connection with the Purpose. "Protected Transaction" means the transaction described in Annex A and any substantially related transaction involving an Introduced Party.

2. CONFIDENTIALITY

Each receiving party shall keep Confidential Information confidential, use it solely for the Purpose, restrict access to representatives with a need to know and protect it with reasonable security measures. Disclosure is permitted where required by law, regulation, court order or competent authority, subject where lawful to prior notice.

3. EXCLUSIONS

Confidential Information excludes information demonstrably public without breach, already lawfully known, independently developed, or lawfully obtained from a third party without confidentiality restriction.

4. NON-CIRCUMVENTION

During the Protection Period, no party shall knowingly bypass or circumvent another party in relation to an Introduced Party or Protected Transaction for the purpose of avoiding agreed economic rights, fees, commissions or participation. Transaction-specific fee entitlement remains governed exclusively by the applicable fee agreement, including an IMFPA where executed.

5. PERMITTED DIRECT BANKING / EXECUTION CONTACT

Direct communications required for KYC/AML, due diligence, bank-to-bank verification, wording, authentication, financing/monetization assessment, legal documentation or execution are permitted and are not themselves circumvention. Such communications shall not be used to exclude or deprive a protected party or beneficiary of an agreed protected economic interest.

6. INTRODUCTIONS & CONTINUITY

Introductions should be evidenced in Annex A or contemporaneous written communication. Protection extends, where demonstrably connected to the same Protected Transaction, to relevant affiliates, SPVs, successors, replacement structures, renewals, extensions, rollovers and economically equivalent follow-on transactions.

7. COMPLIANCE

Each party shall provide reasonable KYC/KYB information and comply with applicable AML/CFT, sanctions, anti-bribery and anti-corruption requirements. A party may suspend discussions where reasonable compliance concerns arise.

8. DIGITAL / AI PROCESSING

Protected information shall not be uploaded, extracted, processed or disclosed through third-party AI, automated processing, data-extraction or external storage platforms where this would breach confidentiality, data-protection obligations or transaction restrictions, unless authorized in writing or adequately protected under an approved enterprise arrangement.

9. NO COMMITMENT / INDEPENDENT ROLE

This Agreement does not oblige any party to complete a transaction. ADSGI acts within the scope of its mandate and does not bind a bank, provider, monetizer, financing company or other counterparty unless expressly authorized in writing.

10. TERM & PROTECTION PERIOD

This Agreement takes effect on signature. Confidentiality obligations survive for five (5) years after the last disclosure unless a longer period is required by law or stated in Annex A. Non-circumvention protection applies for the period stated in Annex A; if blank, twenty-four (24) months from the last documented introduction.

11. REMEDIES

A breach may give rise to damages, recovery of demonstrable losses and, where legally available, interim or injunctive relief. Monetary claims remain subject to proof, causation and applicable law.

12. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement is governed by French law. The parties shall first seek amicable resolution for thirty (30) days after written notice. Unresolved disputes shall be finally settled under the ICC Rules of Arbitration, seat Paris, France, language English, by one arbitrator unless otherwise required.

13. ELECTRONIC EXECUTION

Electronic signatures and counterparts are permitted to the extent valid under applicable law. Amendments must be in writing and signed by authorized representatives.

ANNEX A — TRANSACTION / INTRODUCTIONS

Purpose / transaction reference	[●]
Instrument / transaction	[● SBLC / BG / related financing or monetization]
Amount / currency	[●]
Receiving bank / issuing bank, if identified	[●]
Protected Transaction	[●]
Protection Period	[●] months
Introduced Party / Parties	[●]
Date / evidence of introduction	[●]
Special conditions	[● / None]

EXECUTION

For ADS Global Invest SASU — Name / capacity	[●]
Signature / date / place	______________________________ / [●]
Counterparty — Full legal name	[●]
Name / capacity	[●]
Signature / date / place	______________________________ / [●]