

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between Fundit IM LLC ("Company") and the undersigned ("you") as of the date that you accept and agree to this Agreement. For purposes of this letter, "you" shall include the addressee, its affiliates and their respective agents, principals, officers, directors, owners, representatives, accountants, auditors, brokers, bankers, advisers, consultants and employees (collectively, the "Representatives"). References in this Agreement to the Company will, to the extent appropriate, refer to the Company and any funds or accounts it manages.

The Company is willing to make available to you certain confidential or proprietary information in connection with your potential entry into the investment platform sponsored by the Company. In consideration of the foregoing and other good and valuable consideration hereby acknowledged as received, you hereby: (A) agree that all of the information shall be considered proprietary and confidential in nature (hereinafter, "the Confidential Information") and, as such, you shall not disclose or reveal or cause to be disclosed or revealed any of the Confidential Information, in any manner, to any other person or entity, except (i) as may be required by law or any judicial, regulatory or self-regulatory authority, provided that notice of any such disclosure is at the time sent to the Company, (ii) as the Company may consent to specifically in advance in writing, (iii) any such Confidential Information may be disclosed to your Representatives so long as they agree to keep it confidential, are provided with a copy of this Agreement and execute a substantially similar agreement, and (iv) for any such Confidential Information which becomes available to the general public (other than as a result of your breach of this Agreement), provided, that, in each case, such Confidential Information is not otherwise subject to additional disclosure restrictions contained in documents made available to you by the Company; and (B) acknowledge that (i) you shall only allow the Confidential Information to be used in connection with your evaluation of a potential entry into a strategic partnership with the Company and for no other purpose (including not for, among other things, to purchase, sell, trade or invest in any financial instruments or other investments (including, for the avoidance of doubt, cryptocurrencies) owned by the funds or accounts managed by the Company without obtaining the prior written consent of the Company), (ii) the provisions of (A) are reasonable and necessary for the protection of the Company, and (iii) the Company will be irrevocably damaged if the covenants herein are not specifically enforced and, accordingly, you hereby further agree that, in addition to any other relief or remedies available to the Company, the foregoing parties shall be entitled to seek and obtain an appropriate injunction or other equitable remedy from a court with proper jurisdiction for the purposes of restraining you from any actual or threatened breach of such covenant, and no bond or security will be required in connection therewith. In any event, you shall be responsible for any breach of this Agreement by any of your Representatives, and you agree, at your sole expense, to take all reasonable measures (including, without limitation, court proceedings) to restrain your Representatives from prohibited or unauthorized disclosure or use of the Confidential Information or any other breach of the terms of this Agreement.

The term "Confidential Information" also shall be deemed to include all reproductions, summaries, notes, analyses, compilations, studies, interpretations or other documents, material or information prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to you or your Representatives pursuant hereto ("Derivative Material"). The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of the terms of this Agreement or (ii) becomes available to you on a non-confidential basis from a source other than the Company or as shown by written records, was lawfully within your possession prior to its being furnished to you by or on behalf of the Company, provided that in each case the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Company or any other party with respect to such information.

In the event that you or any of your Representatives are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, regulatory proceeding or other similar process) to disclose any of the Confidential

Information, you shall provide the Company with prompt written notice (to the extent reasonably practicable) of any such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, you or any of your Representatives are nonetheless, upon the advice of your legal counsel, legally compelled to disclose Confidential Information to any tribunal or regulatory authority with relevant jurisdiction or else stand liable for contempt or suffer other censure or penalty, you or your Representative may, without liability hereunder, disclose to such tribunal or regulatory authority only that portion of the Confidential Information which such counsel advises you is legally required to be disclosed, provided that you exercise your reasonable best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the Company to obtain an appropriate protective order or other reliable assurance that such tribunal will accord the Confidential Information confidential treatment.

You agree that the restrictions contained herein are fair and reasonable and necessary to protect the legitimate interests of the Company, and that the Company would suffer irreparable injury if you or your Representatives were to violate any provision of this Agreement. In the event of a breach or threatened breach of this Agreement by you or your Representatives, the Company, in addition to any other remedies to which it may be entitled at law or in equity, shall be entitled to equitable relief, including injunction and specific performance. You also agree that you will not seek, and agree to waive (and will use your reasonable best efforts to cause your Representatives to waive and not to seek), any requirement for the securing or posting of a bond in connection with the Company's seeking or obtaining such relief. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that you or any of your Representatives have breached this Agreement, then you shall be liable and pay to the Company the reasonable legal fees incurred by the Company in connection with such litigation, including any appeal therefrom.

If any provision herein is deemed invalid or unenforceable, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable.

You may download and print out hard copies of Confidential Information for your reference, provided that you will not disclose or distribute such Confidential Information, or allow any other party to access, inspect or copy the Confidential Information, except in accordance with this Agreement. Furthermore, you acknowledge and agree that any downloaded and/or printed Confidential Information will be deleted or destroyed by you no later than 24 hours after you download and/or print such Confidential Information.

At any time upon the request of the Company for any reason or otherwise immediately after your relationship with the Company is discontinued, you will promptly deliver to the Company or destroy, any or all Confidential Information (and all copies thereof) furnished to you or your Representatives by or on behalf of the Company pursuant hereto or, in the case of Derivative Material, prepared by you or your Representatives, and any such destruction shall be certified by an executive officer responsible for such destruction. Notwithstanding the return or destruction of the Confidential Information (including Derivative Material), you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder.

You acknowledge that all Confidential Information furnished or disclosed to you by the Company or its Representatives is and shall remain the property of the Company (unless otherwise agreed in writing) and that you have not received and will not receive any rights or claims with respect to such Confidential Information. You also acknowledge and agree that the Company does not and will not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. You further agree to defend, indemnify and advance amounts to the Company and its Representatives for any losses, costs, damages and expenses (including reasonable fees and disbursements of counsel) resulting from any breach by you or your Representatives of the terms and conditions of this agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any provision hereof may be waived or amended except by an instrument in writing signed by the party against which enforcement of such waiver or amendment is sought. This Agreement may not be assigned by you without the prior written consent of the Company, in its sole discretion.

This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby. This Agreement will terminate and be of no further force and effect two (2) years from the date of this Agreement.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, U.S.A., without giving effect to any choice of law principles. Each party hereto irrevocably and unconditionally consents to the jurisdiction of the state and federal courts of the State of New York, in any action to enforce, interpret or construe any provision of this Agreement, and also hereby irrevocably waives any defense of improper venue or forum non conveniens to any such action brought in either of those courts. Each party further irrevocably agrees that any action to enforce, interpret or construe any provision of this Agreement will be brought only in those courts and not in any other court.

It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

This Agreement may be signed in counterparts, each of which shall be an original and both of which taken together shall constitute a single document.

Please confirm your agreement with the foregoing by clicking the appropriate box accepting this Agreement whereupon this Agreement shall become a binding agreement between us.

Fundit IM LLC

By: Fundit Inc., its sole member

By: _____
Name: Manu Bhat
Title: CEO

ACCEPTED AND AGREED TO BY:

By: _____
Name:
Title: