

## MUTUAL CONFIDENTIALITY AGREEMENT

**THIS MUTUAL CONFIDENTIALITY AGREEMENT** (the “**Agreement**”) is made on the Effective Date (stated at Schedule 1) and entered into between Party A and Party B, each a “**Party**” and together, the “**Parties**”) as their details are respectively stated at Schedule 1.

**WHEREAS**, the Parties wish to provide or otherwise make available certain information to each other that is confidential for the purpose of evaluating whether to enter into a mutually beneficial transaction or relationship (“**Purpose**”) and have agreed to keep information obtained through such process confidential on the terms set out herein.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the Parties as follows:

1. “**Affiliates**” means, in relation to a company, an entity that such company controls, is controlled by or is under common control with, or any of their respective legal successors. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to elect or dismiss a majority of the board of directors (or other governing body) or to direct or cause the direction of the management and policies of such party, entity or person, whether through ownership of voting securities or otherwise;
2. “**Confidential Information**” means, in relation to each Party, any information, in tangible or intangible form, relating to that Party’s (or any of that Party’s Affiliates’) operations, processes, trade secrets, plans and intentions, works in progress, software, data, know how, product information and technical, commercial or financial information, databases, agreements with third parties, algorithms, systems, infrastructure, transactions or transaction details, security procedures and any information concerning their business or personal activities in any capacity.

Confidential Information shall not include any information that:

- (a) was lawfully in the possession of the receiving Party prior to the disclosure of such information;
- (b) was or is subsequently developed on behalf of the receiving Party without any use of any Confidential Information received from the disclosing Party;
- (c) is subsequently disclosed to the receiving Party lawfully by a third party (excluding Affiliates or any of its employees, agents, sub-contractors, or professional advisers) who did not obtain the Confidential Information (directly or indirectly) from the disclosing Party; or
- (d) was in the public domain at the time of its receipt by the receiving Party or subsequently enters into the public domain other than by reason of breach of the provisions of this Agreement or of any obligation of confidence owed to the disclosing Party by the receiving Party or its Affiliates, or by its or any of its Affiliates’ employees, agents, sub-contractors, or professional advisers.

3. Each Party undertakes:
- (a) to keep all Confidential Information it receives from the other strictly confidential;
  - (b) to use such Confidential Information only for the Purpose, and to protect and safeguard Confidential Information against unauthorized use or disclosure using at least the same degree of care as the receiving Party accords to its own confidential information of like importance, but in no case less than reasonable care;
  - (c) to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep the Confidential Information confidential;
  - (d) not to directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any Confidential Information to any third party; and
  - (e) not to reproduce or copy Confidential Information except to the extent necessary to further the Purpose,

except where and to the extent it is obliged to do otherwise pursuant to a court order or in order to comply with the express instructions of any government or regulatory authority (provided that it has in no manner requested and/or provoked such and provided it shall notify the other Party of such order or requirement, where reasonably practical, prior to any disclosure so as to afford the other Party the opportunity, to the extent possible, to apply for a protective order with regard to such disclosure).

4. If only a portion of the Confidential Information falls under any of the exceptions in the last paragraph of Clause 3 above, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.
5. Each Party undertakes to only disclose such Confidential Information to its Affiliates or any of its employees or professional advisers on a strict "need to know" basis and only for use by such discloses for the Purpose. Each Party shall ensure that its Affiliates or any of its employees or professional advisers to whom it discloses any Confidential Information of the other Party are informed of the provisions of this Agreement and that all such Affiliates or any of its employees or professional advisers comply with confidentiality obligations that are no less stringent than those contained in this Agreement.
6. Considering the scope of work to be performed by one of the Receiving Party, consisting of, among other activities, obtaining insurance quotes relating to the risks presented, the Disclosing Party authorizes the Receiving Party to present confidential information to Insurers and reinsurers, with the specific purpose of obtaining these quotes, the above restrictions do not apply for this specific purpose. The Receiving Party will respond in case of use of confidential information, in situations not covered by this paragraph. Each Party shall ensure that Insurers and reinsurers to whom it

discloses any Confidential Information of the other Party are informed of the provisions of this Agreement and that Insurers and reinsurers comply with confidentiality obligations that are no less stringent than those contained in this Agreement.

7. Confidential Information is provided “AS IS” and “AS AVAILABLE” without any warranty, express, implied or otherwise, regarding such Confidential Information. Nothing herein shall be construed as a commitment by any Party to disclose any Confidential Information, to commence or continue negotiations or to enter into any contract or business relationship. Neither this Agreement, nor the disclosure or receipt of Confidential Information, shall constitute or imply any promise or intention by any of the Parties or their Affiliates to develop, make, purchase or sell any present or future products or services. Any commitment to do or promise any of the foregoing must be in a separate writing signed by an authorized representative of each Party. If any such agreement contains warranty provisions, those provisions shall prevail over the corresponding provisions in this Agreement. Each Party shall bear its own fees, costs and expenses incurred in carrying out, or otherwise in relation to, this Agreement.
8. Each Party, as the receiving Party, will not decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, techniques or algorithms in Confidential Information by any means whatever, except as may be specifically authorized in advance by the disclosing Party in writing.
9. Each Party, as the receiving Party, shall notify the disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate in every reasonable way to help the disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
10. Confidential Information disclosed by the disclosing Party shall remain the property of the disclosing Party, and no license or other rights to the disclosing Party’s Confidential Information is granted or implied hereby. The receiving Party shall not reproduce the symbols, legends or other proprietary notices affixed to Confidential Information, and shall not, nor permit any third party to, remove, add or modify the same.
11. Each Party, as the receiving Party, shall upon termination of this Agreement, or upon written request of the disclosing Party, whichever is earlier, immediately, but not later than ten (10) calendar days after any notice thereof by the disclosing Party, return (or destroy at the disclosing Party’s option) all copies of the disclosing Party’s Confidential Information and certify in writing its compliance with this requirement, except that the receiving Party may retain a copy of such Confidential Information solely for legal or regulatory purpose.
12. Each Party may, at any time, require the other Party to destroy or delete (in such a manner that it cannot be recovered) any or all Confidential Information (including copies in any medium) in its possession or control, provided that if and to the extent any applicable laws or regulations require the retention by the receiving Party of any




Confidential Information or such retention is required to satisfy the requirements of a government or regulatory authority to which the receiving Party is subject, the receiving Party may so retain such Confidential Information subject always to the restrictions set out herein.

13. No claim, right or remedy of a Party under this Agreement shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a Party in enforcing any of the provisions of this Agreement shall prejudice, affect or restrict the rights of that Party under this Agreement, nor shall any waiver by a Party of a violation of this Agreement operate as a waiver of any subsequent or continuing violation.
14. No Party shall be entitled to assign, transfer or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, and any attempt to do so without such consent shall be void.
15. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (or equivalent statute or legislation in the applicable jurisdiction) to enforce any term of this Agreement.
16. Each Party acknowledges that any disclosure, use or misappropriation of Confidential Information of another Party in violation of this Agreement would cause such Party irreparable harm for which there may be no adequate remedy at law. Accordingly, each Party agrees that such other Party shall have the right to apply to any court of competent jurisdiction for injunctive relief and specific performance, without prejudice to any remedies available to it at law or in equity.
17. During the Agreement Term and within two (2) years after termination with or without cause, each Party (for the purposes of this clause, the “**Offending Party**”) agrees that it will take no action which is intended, or could reasonably be expected, directly or indirectly, to harm the other Party or its reputation or which could reasonably be expected to lead to unwanted or unfavourable publicity to the other Party. In the event of a breach or threatened breach of such covenant by an Offending Party, the injury or imminent injury to the value and the goodwill of the other Party’s business may not be reasonably or adequately compensated in damages in an action at law. Accordingly, the Offending Party expressly acknowledges that the other Party shall be entitled to seek specific performance, injunctive relief or any other equitable remedy against the Offending Party, without the posting of a bond, in the event of any breach or threatened breach of such covenant in this clause.
18. This Agreement shall become effective on the Effective Date and shall be operative for twenty-four (24) months (the “**Agreement Term**”) unless terminated by (a) the Parties’ mutual agreement or (b) by either Party for any or no reason upon a ten (10) day prior written notice to the other Party. Nevertheless, any termination of this Agreement shall not relieve each Party, as the receiving Party, of its confidentiality and use obligations with respect to Confidential Information disclosed prior to the date of such termination. Except for the right to use Confidential Information for the Purpose, which right terminates when this Agreement terminates, the receiving

Party's duty to protect the disclosing Party's Confidential Information expires two (2) years from the date of termination or expiry of this Agreement, whichever is the earlier. Clauses 7, 9, 10, 12, 15, 16, 17 and 19 shall survive any termination of this Agreement.

19. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic mail communications in PDF format, and PDF copies of executed signature pages shall be binding as originals.
20. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England & Wales. All disputes, controversies or claims between the Parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in London, and conducted in English under the Rules of Arbitration of the International Chamber of Commerce (ICC); provided, however, that each Party may enforce its or its Affiliates' intellectual property rights in any court of competent jurisdiction, including but not limited to equitable relief. The arbitral award shall be final and binding on the Parties. Except to the extent of entry of judgement and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.
21. To the extent permitted by the applicable laws, the Parties agree that this Agreement may be executed by way of electronic signatures and delivered via electronic transmission and that this Agreement, or any part thereof, shall not be denied legal effect, validity, or enforceability solely on the ground that it is in the form of an electronic record. The Parties further agree that they shall not dispute the validity, accuracy, legal effectiveness or authenticity or enforceability of this Agreement merely on the basis that it is executed by way of electronic signatures, and that such electronic record shall be final and conclusive of the Parties' agreement of any relevant matter as set out in this Agreement.

**SCHEDULE 1**

<b>EFFECTIVE DATE</b>	November 16th, 2023
<b>PARTY A</b>	Full Company Name: DIGITAL ANCHOR HOLDINGS (previously named Binance Capital Management Co., Ltd.)
	Registration/Identification Number: 2019005
	Registered Address: Jayla Place, 2nd Floor, Road Town, Tortola, VG1110, British Virgin Islands
<b>PARTY A AUTHORIZED SIGNATURE</b>	<p>Signature:    <small>DocuSigned by: Changpeng Zhao 48787FC11D74433...</small></p> <p>Name: Changpeng Zhao Title: CEO</p>
<b>PARTY B</b>	Full Company Name: LOCKTON BRASIL CONSULTORIA E CORRETORA DE SEGUROS LTDA
	Registration/Identification Number: 00.330.313/0001-08
	Registered Address: Av Das Nacoes Unidas, 14.171, 14º andar, torre Ebony, Vila Gertrudes, SP, CEP 04794-000
<b>PARTY B AUTHORIZED SIGNATURE</b>	<p>Signature: </p> <p>Name: JOSE OTAVIO DE ALBUQUERQUE SAMPAIO Title: Legal representative Date: 11/27/2023</p>
	<p>Name: MARCELO DANIEL Title: Legal representative Date: 11/27/2023</p> <p></p>

