

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of 2024-07-07, by and between
Clearwater Capital Management LP ("Clearwater Party") and Fortuna Financial Services LLC ("Fortuna Party").

SECTION 1. CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by either party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

SECTION 2. OBLIGATIONS

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without prior written consent; and (c) use Confidential Information solely for the purpose of evaluating a potential business relationship.

SECTION 3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known before receipt from the disclosing party; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law or court order.

SECTION 4. RETURN OF INFORMATION

Upon request, each party shall promptly return or destroy all Confidential Information of the other party, including all copies and derivatives thereof.

SECTION 5. TERM

Section 5.1. This Agreement shall remain in effect for 5 years from the date first written above.

Section 5.2. Automatic Renewal. This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 60 days prior to the end of the then-current term.

SECTION 6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of law principles.

SECTION 7. REMEDIES

Each party acknowledges that breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief may be sought without bond or other security.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 2024-07-07.

Clearwater Capital Management LP

By: _____
Name: _____
Title: _____

Fortuna Financial Services LLC

By: _____

Name: _____

Title: _____