

MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION AGREEMENT

This Agreement is entered into today _____2023 between:

AACASINO Ltd a company incorporated and existing under the laws of Malta with company registration number C-58990) and having its registered office at 64, Excalibur, B.Bontadini St, Birkirkara, Malta, BKR 1737, Telephone: 00356 9997 3625 e-mail: info@aacasinosolutions.com, represented by Andrew Flynn, duly authorised (hereinafter "Party A"),

And

Name: **Cell:** **Email:**.....

Position:..... **Of company:**

Address:.....

..... **ID number**.....

hereinafter "Party B")

Party A and Party B shall individually be referred to as the "Party" and collectively be referred to as the "Parties".

The Parties have agreed and accepted the following:

1. Intent

The intent of this Agreement is to explore the creation of a business co-operation agreement between the Parties for the mutual benefit of each Party. Although every intention has been made for the specificity, the Parties wish to clarify in this Agreement that the intent of this Agreement is to prohibit all Parties involved from circumventing initial relationships established prior and subsequent to the execution of this Agreement. Upon disclosure of same, each Party shall not in any way circumvent or disclose the relationships, ideas, marketing materials or identities of the disclosing Party's clients, lenders, other brokers, agents or any other information as it relates to

this Agreement without prior written consent of the disclosing Party. This is additionally addressed in the paragraphs below.

2. Acknowledgement of Proprietary Information

The Parties acknowledge that during the negotiation of a potential agreement between the Parties, and if finalized, during the term of any agreement between the Parties, both Parties may disclose certain confidential information pertaining to both Party's business, clients, customers, vendors, agents or suppliers (hereinafter referred to as "Contacts"), which may include but is not limited to, statements regarding income, expenses or costs, financial projections, list of vendors, suppliers employees, customers, potential clients, Investment Groups/High Net worth Individuals, product research marketing, and strategic plans, trademarks, and information crucial to Both Party's business (hereinafter referred to as the "Proprietary Information").

3. Non-Circumvention

The Parties are engaged in a highly competitive marketplace. Both Parties agree that they shall not market to, or solicit, or initiate contact with any landowner, developer, co-venturer, distributor, vendor, client, Funding Capital Source, or member of the other Party. Furthermore, neither Party shall circumvent, avoid, obviate, or bypass, directly, or indirectly, to avoid payment of earned fees and/or commissions in any transactions with any Corporation, entity, partnership, sole proprietorship, or individual in connection with any project or commercial transactions, distribution arrangements, technology transfer, vendor arrangement, joint venture arrangements, project financing, equity financing arrangements or private investor loans, of any form, through the other Party, or any transactions arising from these business relationships for a period of 60 months.

4. Business Trade Secrets

The Parties shall assist each other in maintaining this Proprietary Information as secret and confidential and shall consider it to be a business trade secret of the disclosing Party.

5. Agreement to Not Disclose

The Parties agree that without the prior written consent of the other Party, it shall not release for a period of 60 months, in any form, any of the Proprietary Information Disclosed. The Parties agree they will take all necessary measures to preserve and ensure the confidentiality of the Proprietary information by its officers, agents,

employees, sub-agents, directors, affiliates, advisors, attorneys, accountants, consultants, and bankers.

6. Survival of Obligations

The Parties agree that the obligation to maintain the confidentiality of the Proprietary Information and Non-Circumvention provisions shall survive for a period of 60 months from the conclusion of the negotiations regarding a potential Agreement or, if said Agreement is entered into between the Parties, the termination or conclusion of such Agreement. The Parties agree that they will not contact each other's contacts for the financial or other gain during the anticipated agreement between the Parties.

7. Entire Agreement

This Agreement represents the entire understanding and agreement of the Parties hereto and may be modified or waived only by a separate writing signed by both Parties expressly so modifying or waiving this Agreement.

8. Remedies

The Parties acknowledge that in the event of any breach of this Agreement, the Party suffering the beach of this Agreement shall, in addition to any other remedy against the Party at fault to which he may be entitled by law or in equity, be entitled to obtain an injunction to prevent further breaches of this Agreement, and to obtain an order compelling specific performance of this Agreement and of any subsequent agreement to be finalized by both Parties. The Party at fault shall reimburse the other Party for all costs and expenses, including reasonable attorney's fees, incurred by the other Party in the event it successfully enforces the obligations of the Party at fault.

9. Severability and Conflict of Provisions

If any term, provision, covenant, paragraph, part, or condition of this Agreement is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In this event, the Parties shall omit the void or invalid section, paragraph, or portion of this Agreement as if it had never been a part of this Agreement in the first instance. Further, should any provision(s) of this Agreement ever be reformed or rewritten by a court or a regulatory body, those provisions as rewritten will be binding on the Parties as if contained within the original Agreement.

10. No Waiver

No failure or delay by the disclosing Party 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 further exercise thereof or the exercise of any right, power or privilege hereunder.

11. Governing Law

This Agreement shall be governed and construed in accordance with the internal laws of Malta, without regard to the laws of conflict laws.

12. Captions

The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

13. Construction.

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

14. Subject Properties

The disclosure of confidential details concerning casinos for sale predominantly in the UK and also Globally that were not previously known to Party B and has requested Party A to disclose further details.

Signatures:

Andrew Flynn, duly authorised

....., duly authorised

Director of AACasino Ltd.

Director of

Date: 19/04/2023

Date: _____