

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(“Agreement”)

This Agreement is entered into on [date] between:

Sentinel Fee Oversight Ltd, a company incorporated in England and Wales, with its registered office at [address] (“Sentinel”),

and

[Client Name] (“Client”).

Sentinel and the Client are together referred to as the “Parties.”

1. Purpose

The Parties wish to engage in confidential discussions relating to independent banking oversight, wealth cost analysis, and related advisory services (the “Purpose”).

In connection with these discussions, each Party may disclose confidential, proprietary, or sensitive information.

2. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed in any form (oral, written, electronic, or otherwise), including but not limited to:

- financial information
- banking and wealth structures
- personal, family, or corporate data
- commercial, technical, or strategic information
- documents, analyses, reports, and correspondence

Confidential Information includes information disclosed before and after the date of this Agreement.

3. Obligations of Confidentiality

Each Party agrees to:

- a) keep all Confidential Information strictly confidential;
 - b) use Confidential Information solely for the Purpose;
 - c) not disclose Confidential Information to any third party without prior written consent, except to professional advisors bound by confidentiality;
 - d) apply the same degree of care as it uses to protect its own confidential information.
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4. Exclusions

Confidential Information does not include information that:

- is or becomes publicly available through no breach of this Agreement;
 - was lawfully known prior to disclosure;
 - is lawfully obtained from a third party without restriction;
 - is independently developed without reference to Confidential Information.
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5. Compelled Disclosure

If disclosure is required by law or regulation, the receiving Party shall, where legally permitted, notify the disclosing Party in advance and limit disclosure to the minimum required.

6. Ownership

All Confidential Information remains the property of the disclosing Party. No licence or other rights are granted under this Agreement.

7. Term

This Agreement shall commence on the date first written above and remain in effect for five (5) years. Confidentiality obligations shall survive termination.

8. No Obligation

Nothing in this Agreement obligates either Party to proceed with any transaction or engagement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior discussions.

Signed for and on behalf of Sentinel Fee Oversight Ltd

Name:

Title:

Date:

Signed by Client

Name:

Signature:

Date: