

SOVEREIGN PATH

NON-DISCLOSURE AGREEMENT (PITCH DECK ACCESS)

This Non-Disclosure Agreement (“Agreement”) is made between PeerPointSovereign Path Fund, LLC (“Company”) and the undersigned recipient (“Recipient”) as of the date Recipient agrees to this Agreement online or otherwise accesses the Company’s confidential materials (the “Effective Date”). The Company is managed by **PeerPoint Funds, LLC** in its capacity as General Partner and investment manager, collectively (“Manager”). The Manager is an express third-party beneficiary of this Agreement and may enforce its terms.

1. Purpose

Recipient wishes to review certain information about the Company, including its pitch deck and related materials, solely for evaluating a potential investment or business relationship with the Company (the “Purpose”).

2. Confidential Information

“Confidential Information” means all non-public information disclosed by the Company to Recipient, whether in written, electronic, or oral form, including without limitation the Company’s pitch deck, business plans, financial information, analyses, models, strategies, customer and prospect information, and any notes or copies derived from such information.

3. Obligations of Recipient

Recipient shall:

- a. Use Confidential Information only for the Purpose.
- b. Keep Confidential Information strictly confidential and use at least reasonable care to protect it.
- c. Not disclose Confidential Information to any third party except Recipient’s partners, employees, or advisers who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement.
- d. Not copy or reproduce Confidential Information except as reasonably necessary for the Purpose.

4. Exclusions

Confidential Information does not include information that Recipient can demonstrate:

- a. Is or becomes publicly available through no breach of this Agreement by Recipient.
- b. Was already known to Recipient without restriction before disclosure by the Company.
- c. Is received from a third party who did not acquire or disclose it in breach of any legal or contractual duty.
- d. Is independently developed by Recipient without use of the Confidential Information.

5. Compelled Disclosure

If Recipient is required by law, regulation, or court order to disclose any Confidential Information, Recipient may do so, provided that (to the extent legally permitted) Recipient gives the Company prompt notice and reasonably cooperates (at the Company’s expense) with any effort to limit or protect such disclosure.

6. **No License; No Obligation to Proceed**

All Confidential Information remains the exclusive property of the Company. No license or other rights (by implication or otherwise) are granted to Recipient except the limited right to use the Confidential Information for the Purpose. Neither party is obligated to proceed with any transaction or relationship.

7. **Term and Survival**

This Agreement applies to Confidential Information disclosed as of the Effective Date and for two (2) years thereafter. Recipient's duty to protect Confidential Information will continue for three (3) years after the last disclosure, except that trade secrets will be protected for so long as they remain trade secrets under applicable law.

8. **Remedies**

Recipient acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Company for which monetary damages may be inadequate, and that the Company will be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

9. **No Investment Advice or Offer**

Nothing in the Confidential Information constitutes investment, legal, or tax advice or an offer or commitment to sell securities. Any investment in the Company will only be made pursuant to definitive legal documentation.

10. **Governing Law; Venue**

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Denver, Colorado, and the parties consent to such courts' jurisdiction.

11. **Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior understandings relating to confidentiality of the Confidential Information. Any amendment must be in writing and signed by both parties. If any provision is held invalid, the remaining provisions will continue in full force and effect.

By clicking "I Agree," checking an acceptance box, signing below, or otherwise accessing the Company's pitch deck or related materials, Recipient acknowledges that they have read, understood, and agree to be bound by this Agreement.