

NON-DISCLOSURE AND NON-COMPETE AGREEMENT

(Mutual — Advisory Engagement)

Effective Date: April 10, 2026

1. PARTIES

This Non-Disclosure and Non-Compete Agreement (the "Agreement") is entered into as of the Effective Date set out above, by and between:

Disclosing Parties: Mike David and Michelle Bryant, acting collectively on behalf of Little Tree Capital and LTC Partnerships (together, "LTC"), with a principal place of business in the Province of Quebec, Canada.

Receiving Party: Nathan Grandjambe, an individual consultant and advisor (the "Advisor").

LTC and the Advisor are each referred to herein individually as a "Party" and collectively as the "Parties."

2. PURPOSE

The Parties intend to explore a potential advisory and/or strategic partnership engagement (the "Engagement") related to LTC's development of an Indigenous-owned and operated wealth management fund, financial product infrastructure, and related business ventures. In connection with evaluating and pursuing the Engagement, each Party may disclose to the other certain confidential and proprietary information. This Agreement governs the treatment of all such information.

3. DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, or by any other means, 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. Confidential Information includes, without limitation:

1. Business plans, fund structures, financial models, investment strategies, and capital flow architectures;

2. Identities of existing and prospective investors, band councils, First Nations trusts, and community partners;
3. Relationship networks, introductions, and access to capital sources;
4. Negotiation strategies, term sheets, proposed partnership structures, and legal frameworks under development;
5. Intellectual property, proprietary methodologies, Indigenous financial frameworks, and educational content in development;
6. Advisory opinions, analyses, and recommendations provided by the Advisor in connection with the Engagement;
7. Any other information that a reasonable person would consider confidential in the context of this Engagement.

Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to the Receiving Party before disclosure without restriction; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided the Receiving Party gives the Disclosing Party prompt written notice and cooperates to seek a protective order.

4. OBLIGATIONS OF THE RECEIVING PARTY

Each Party, as a Receiving Party, agrees to:

8. Hold all Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care;
9. Use Confidential Information solely for the purpose of evaluating, structuring, or performing the Engagement;
10. Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its legal, financial, or professional advisors who are bound by equivalent confidentiality obligations;
11. Not use Confidential Information to compete with, circumvent, or otherwise act contrary to the interests of the Disclosing Party.

5. MUTUAL NATURE OF THIS AGREEMENT

This Agreement is mutual. Each Party acknowledges that in the course of the Engagement, it may serve as both a Disclosing Party and a Receiving Party. All obligations set out in Section 4 apply equally to both Parties with respect to the Confidential Information they each receive.

6. NO PARTNERSHIP, EMPLOYMENT, OR COMMITMENT

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or obligation to proceed with any transaction or ongoing engagement. This Agreement governs only the treatment of Confidential Information shared in connection with exploring the Engagement. Any formal advisory, consulting, or partnership arrangement shall be subject to a separate written agreement between the Parties.

7. OWNERSHIP OF INFORMATION

All Confidential Information disclosed by a Party remains the sole and exclusive property of that Party. Nothing in this Agreement grants the Receiving Party any license, right, title, or interest in or to any Confidential Information of the Disclosing Party, except as expressly set out herein.

8. TERM AND SURVIVAL

This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years, unless earlier terminated by mutual written agreement of the Parties. The obligations of confidentiality set out in Section 4 shall survive the expiration or termination of this Agreement for a further period of two (2) years with respect to general Confidential Information, and indefinitely with respect to any information relating to the identities of investors, band councils, First Nations trusts, and Indigenous community relationships.

9. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Upon the written request of the Disclosing Party, or upon termination of the Engagement, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession, including all copies, notes, and summaries, and shall certify in writing that it has done so. The Receiving Party may retain one archival copy solely for legal compliance purposes, which shall remain subject to the confidentiality obligations herein.

10. REMEDIES

Each Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages would be an inadequate remedy, and that the non-breaching Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The Parties agree to submit to the exclusive jurisdiction of the courts of the Province of Quebec for the resolution of any dispute arising under this Agreement.

12. NON-COMPETE AND NON-SOLICITATION

12.1 Non-Compete – Advisor. In consideration of LTC disclosing its Confidential Information and providing the Advisor with access to its Indigenous capital relationships, business strategies, and fund infrastructure, the Advisor agrees that during the term of any Engagement with LTC and for a period of two (2) years following the termination or expiration of such Engagement (the "Restricted Period"), the Advisor shall not, directly or indirectly, without the prior written consent of LTC:

12. Establish, operate, or provide advisory, consulting, or management services to any Indigenous-focused wealth management fund, investment vehicle, or financial product that is substantially similar to LTC's fund or financial products as disclosed to the Advisor during the Engagement;
13. Approach, solicit, or accept engagement from any band council, First Nations trust, Indigenous community fund, or individual investor whose identity or relationship was disclosed to the Advisor as Confidential Information during the Engagement, for purposes of competing with LTC's fund or financial products;
14. Use LTC's Confidential Information, capital relationship network, or fund architecture to develop or assist a third party in developing a competing Indigenous wealth management product or platform.

12.2 Scope and Reasonableness. The Parties acknowledge that the restrictions in Section 12.1 are limited in scope to: (a) activities that are substantially similar to LTC's specific fund and product offerings as disclosed during the Engagement; (b) relationships and capital sources specifically identified as Confidential Information under this Agreement; and (c) a geographic scope of Canada. The Parties agree that these restrictions are reasonable and necessary to protect LTC's legitimate business interests, given the nature of the Confidential Information being shared and the Indigenous capital relationships being disclosed.

12.3 Pre-Existing Activities. The non-compete obligations in Section 12.1 do not apply to: (a) any activities the Advisor was engaged in prior to the Effective Date of this Agreement, provided such activities are disclosed to LTC in writing within fourteen (14) days of execution; (b) the Advisor's independent management of personal, family, or friends' investments unrelated to LTC's Confidential Information; or (c) the Advisor's work in Indigenous education, economic development, or policy advocacy that does not involve the direct solicitation of LTC's identified capital relationships or the use of LTC's fund architecture.

12.4 Non-Solicitation — Mutual. Each Party agrees that during the Restricted Period, neither Party shall directly solicit, recruit, or induce any employee, contractor, advisor, or key relationship holder of the other Party to terminate or reduce their relationship with that Party, without prior written consent.

12.5 Severability of Restrictions. If any restriction in this Section 12 is found by a court of competent jurisdiction to be unenforceable as written, the court is authorized to modify such restriction to the minimum extent necessary to make it enforceable, and the remaining restrictions shall continue in full force and effect.

13. GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and understandings relating to confidentiality and non-competition in connection with the Engagement.

13.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

13.3 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing. No failure to exercise any right under this Agreement shall constitute a waiver of that right.

13.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Counterparts. This Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure and Non-Compete Agreement as of the Effective Date.

FOR LITTLE TREE CAPITAL / LTC PARTNERSHIPS ADVISOR

Signature — Mike David Signature — Nathan G

Name: Mike David Name: _____

_____ Date: _____

Signature — Michelle Bryant

Name: Michelle Bryant

Date: _____