



JWSPARKS.COM
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Email: john@jwsparks.com

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made effective as of

8 APRIL 2025

by and between

John Winchester Sparks

residing at

No 44 Fernkloof Drive, Hermanus, 7200

South Africa

hereinafter referred to as "Disclosing Party,"

and

LEATON GROUP LTD

residing at

MALINOVA DOLINA BL 29

ENTRANCE V FL 8 APP 49

SOFIA 1700 BULGARIA

hereinafter referred to as "Receiving Party."



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1. DEFINITIONS

- **"Confidential Information"** means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, or in writing, that is designated as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential. This includes, but is not limited to, client lists, financial data, business strategies, marketing plans, sales data, and any other information relating to the Disclosing Party's business that is not generally known to the public.
- Confidential Information does not include information that:
 - (a) was already known to the Receiving Party prior to disclosure by the Disclosing Party;
 - (b) becomes publicly available through no wrongful act of the Receiving Party;
 - (c) is independently developed by the Receiving Party without use of the Confidential Information; or
 - (d) is rightfully obtained by the Receiving Party from a third party without an obligation of confidentiality.
- **"Purpose"** means the sole purpose of evaluating the potential business relationship between the Disclosing Party and the clients introduced by the Receiving Party as detailed in the Introducer Agreement.

2. OBLIGATION OF CONFIDENTIALITY

The Receiving Party agrees to:

- (a) Hold the Confidential Information in strict confidence and not disclose it to any third party except as expressly permitted in writing by the Disclosing Party.
- (b) Use the Confidential Information solely for the Purpose.
- (c) Protect the Confidential Information from unauthorized access, use, or disclosure using at least the same degree of care that it uses to protect its own confidential information of similar nature.
- (d) Not copy the Confidential Information except for internal use as necessary for the Purpose.

3. PERMITTED DISCLOSURE

The Receiving Party may disclose Confidential Information only:

- (a) To its employees, agents, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.
- (b) As required by law, provided that the Receiving Party promptly notifies the Disclosing Party of such requirement before disclosing the information and cooperates with the Disclosing Party to limit the scope of the disclosure.



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4. RETURN OF CONFIDENTIAL INFORMATION

Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, including all copies.

5. REMEDIES FOR BREACH

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be a sufficient remedy. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief to prevent or restrain any actual or threatened breach of this Agreement.

6. TERM AND TERMINATION

This Agreement shall remain in effect for a period of two years from the Effective Date, Either party may also terminate this Agreement immediately upon a material breach by the other party.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed by:

EA1F41533EA647F...

Agent: John Winchester Sparks

Introducer: BRIAN LEATHER