

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of [EFFECTIVE DATE], 2026 (the “Effective Date”), by and between [PARTICIPANT / CANDIDATE LEGAL NAME] (together, “you” or “Participant”), of [PARTICIPANT / CANDIDATE ADDRESS], on the one hand, and LIAN MANAGEMENT, a [LEGAL ENTITY TYPE] organized under the laws of [JURISDICTION], having its principal place of business at [LIAN MANAGEMENT ADDRESS] (“Company”) (together with any direct or indirect subsidiary of Company, the “Group Companies” or the “Company Parties”), on the other hand. Participant and the Company Parties are referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Company Parties own and possess certain valuable proprietary and confidential information relating to the business of [BUSINESS / PROJECT NAME] (together, the “Business”); and

WHEREAS, Participant wishes to receive or receives access to Confidential Information (as defined below) for the sole purpose of [PURPOSE].

NOW THEREFORE, in consideration of the discussions and disclosure of information, and the premises, conditions, covenants and warranties contained herein, the Company Parties and Participant agree as follows:

TERMS

1. Definition of Confidential Information; Other Definitions. “Confidential Information” shall mean (i) any and all information relating to any of the Company Parties (or any Affiliate thereof) or the business, property, products, markets, condition (financial or other), operations, assets, liabilities, results of operations, cash flows or prospects of any of the Company Parties (or any Affiliate thereof) (whether prepared by any of the Company Parties, its advisors or otherwise) that any of the Company Parties (or any Affiliate thereof) or any of their respective Representatives furnishes or makes available or has furnished or made available to you or any of your Representatives, before, on or after the date hereof, whether in oral, written, visual, graphic, electronic, machine recognizable, or other form or medium, or that you or your Representatives otherwise learn or obtain through observation or through analysis of such information, and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by you or your Representatives that contain, reflect or are based upon any such information; (ii) any and all information concerning the Business, and technology and information belonging to any of the Company Parties (or any Affiliate thereof), including without limitation any and all products, processes, services, working models, drawings, samples, prototypes, research, development, inventions, marketing and business plans, client lists, system architecture, testing plans and results, software object code and source code, specifications, database schema, documents, and interfaces; and (iii) the terms and conditions of this Agreement or any discussed transaction relating to the Group Companies (or any Affiliate thereof) and all communications between any of the Company Parties and Participant related to this Agreement or any discussed transaction relating to the Group Companies (or any Affiliate thereof) (including the fact that Confidential Information has been made available to you, and the fact that discussions or negotiations are taking place between you and the Company Parties concerning the Group Companies).

“Confidential Information” does not include any information that Participant establishes by written documentation or other tangible records: (i) is within the public domain at the time of disclosure or that subsequently enters the public domain in each case other than as a result of a disclosure by you or your Representatives; or (ii) is lawfully received from a third party free to disclose such information to Participant, in each of the foregoing cases through no breach by Participant or its Representatives of any duty to any of the Company Parties and through no violation by Participant or its Representatives of any applicable law. For purposes hereof, any combination of Confidential Information disclosed by any of the Company Parties shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combined Confidential Information are disclosed or separately known in the public domain by Participant free of any confidentiality obligation.

For purposes of this Agreement, the following terms shall have the following meanings:

“Representatives” (i) with respect to you, shall mean you and your officers, managers, directors, general partners, Affiliates, employees, outside counsel, accountants and consultants and, subject to receipt of the prior written consent of the Company Parties, shall also include your financial advisors and potential sources of equity or debt financing (and their respective counsel), and (ii) with respect to any of the Company Parties, shall mean its directors, shareholders, members, managers, officers, employees, agents, subsidiaries, Affiliates, partners and advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors).

“Affiliate” means, with respect to any person, any other Person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

“Control” means (a) the ownership, control or power to vote fifty percent (50%) or more of the outstanding shares of any class of voting securities or beneficial interests of any such Person, directly or indirectly, or acting through one or more Persons or entities, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body or other entity.

2. Ownership of Confidential Information; Confidentiality Obligation. All Confidential Information disclosed by any of the Company Parties or any of their respective Representatives hereunder shall remain the property of the Company Parties (or any Affiliate thereof). Participant recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to any of the Company Parties if any information contained therein is disclosed to a third party. Participant shall not, without the prior written consent of the Company Parties, disclose, nor shall it permit any others to disclose, to any third party, or otherwise use, or permit any others to use, any Confidential Information received hereunder for any purpose other than for the purpose of conducting discussions toward a possible negotiated transaction relating to the sale of the Group Companies in compliance with the terms of this Agreement. The parties agree that any Confidential Information disclosed by any of the Company Parties prior to the Effective Date shall be protected by the terms of this Agreement. The degree of care required of Participant regarding the prevention of disclosure of the Company Parties’ Confidential Information shall be at least the degree of care Participant uses to protect its own similar confidential information and trade secrets, but in no event shall Participant exercise less than reasonable care.

3. Permitted Recipients. Participant shall limit disclosure of the Confidential Information (a) to its employees who require access to and have a bona fide need for such information to enable Participant to carry out the purpose of this Agreement and who have been made aware of and instructed to observe the terms of this Agreement and (b) to its Representatives who require access to and have a bona fide need for such information to enable Participant to carry out the purpose of this Agreement, who have been notified of the existence of this Agreement and who have agreed in writing to observe the terms of this Agreement. Participant agrees to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information, to accept responsibility for any breach of this Agreement by Participant or any of its Representatives, and, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or uses of the Confidential Information.

4. Protective Orders. If Participant is required by order of any court or other government or regulatory agency to disclose any Confidential Information disclosed to it, it shall provide the Company Parties with prompt written notice of any such requirement so that the Company Parties may seek an appropriate protective order or waive compliance with the provisions hereof. Upon the request of the Company Parties, Participant will reasonably cooperate with the Company Parties to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

5. No Licenses Granted / No Obligation. Nothing in this Agreement shall be construed as (a) conferring an express or implied license or an option of a license to Participant, whether under any patent, copyright, trademark, license right or trade secret owned or obtained by the Company Parties, relating to the Confidential Information, or otherwise, or (b) obligating either Party to enter into any other agreement of any kind with another Party.

6. Non-Usurpation. You agree that you will not (directly or indirectly) usurp any opportunity presented or identified to you or to any of your Representatives by any of the Company Parties.

7. Non-Solicitation of Employees. You hereby covenant and agree that from the date hereof and until three years after the date on which all business relationships between the Parties are terminated, you will not, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by or is providing services to any of the Group Companies or any Affiliate thereof (such non-employee service providers, each a “Contractor”) at any time during the term of this Agreement, or (ii) request, suggest or deliberately cause any employee or Contractor of any of the Group Companies or any Affiliate thereof to breach or threaten to breach any terms of said employee’s or Contractor’s agreements, or to terminate its employment or service with, any of the Group Companies or any Affiliate thereof. This clause 6 shall not apply if such person is recruited solely on the basis of a public advertisement or recruited solely through an employment agency for a position generally available to members of the public, provided, however, that you or your Representatives do not instruct such agency to, and that such agency does not, approach any employee, officer or director of the Group Companies.

8. Non-Interference with Clients, Customers. Without limiting the provisions of Sections 2 and 6 hereof, you will not, for yourself, or in conjunction with any other person, firm, partnership, corporation or other form of business organization or arrangement (whether as a shareholder, partner, member, lender, principal, agent, director, officer, manager, trustee, representative, employee or consultant), directly or indirectly, use Confidential Information to: (i) request, suggest or deliberately cause any of any of the Group Companies' (or of any their Affiliates') clients, customers or other business relationship to cancel, reduce, change the terms of or terminate any business relationship with any of the Group Companies or any Affiliate thereof, or (ii) otherwise interfere or attempt to interfere with the business or any business relationship of any of the Group Companies or any Affiliate thereof.

9. Rights Upon Breach. It is understood and agreed that money damages would not be an adequate remedy for any breach of this Agreement by you or any of your Representatives and that the Company Parties shall be entitled to equitable relief, including, without limitation, injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you or any of your Representatives of this Agreement but shall be in addition to all other remedies available at law or equity to the Company Parties. You further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and you agree to waive any requirements for the securing or posting of any bond in connection with such remedy. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines (in a judgment not subject to further appeal or for which the time for appeal has expired), that you or any of your Representatives have breached this Agreement, then you shall be liable and pay to the Company Parties the reasonable legal fees incurred by the Company Parties in connection with such litigation, including any appeal therefrom.

10. Governing Law. This Agreement is for the benefit of the Company Parties and their respective Affiliates and Representatives, and shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflict of law provisions thereof that would result in the application of the laws of any other jurisdiction. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York located in the County of New York and of the United States District Court for the State of New York located in the Southern District of New York for any actions, suits or proceedings arising out of or relating to this letter agreement and the transactions contemplated hereby (and you agree not to commence any action, suit or proceeding relating thereto except in such courts, and further agree that service of any process, summons, notice or document by U.S. registered mail to your address set forth above shall be effective service of process for any action, suit or proceeding brought against you in any such court). You hereby irrevocably and unconditionally waive any objection which you may now or hereafter have to the laying of venue of any action, suit or proceeding arising out of this letter agreement or the transactions contemplated hereby in the courts of the State of New York located in the County of New York or the United States District Court for the State of New York located in the Southern District of New York, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11. Term. This Agreement shall continue to stay in force indefinitely.

12. Return of Confidential Information. Upon the written request of any of the Company Parties, Participant shall promptly (but in any event within ten (10) days following any such request) return to the Company Parties or destroy any Confidential Information (and all copies thereof made by or for Participant) in tangible or electronic form in any and all media, whether supplied by the Company Parties, or created by Participant, and delete or erase such Confidential Information (and copies) from computer or other electronic archival systems, in the possession, custody or control of Participant or any person acquiring such Confidential Information (and copies) through Participant. At the request of any of the Company Parties, Participant shall certify to the Company Parties, by an instrument in writing signed by Participant, that Participant has complied with the requirements of this Section.

13. Compliance with Laws. Participant agrees to comply with all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from any of the Company Parties, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

14. No Oral Modification. No provision in this Agreement can be waived, modified or amended except by written consent of you and the Company Parties, which consent shall specifically refer to the provision to be waived, modified or amended and shall explicitly make such waiver, modification or amendment.

15. Disclaimer. The Company Parties retain the right to determine, in their sole discretion, what information, properties and personnel they will make available to you or your Representatives. You understand, acknowledge and agree that neither the Company Parties nor any of their Representatives has made or is making, and you are not relying on, any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential

Information, including, without limitation, any projections, estimates, budgets or information relating to the assets, liabilities, results of operations, condition (financial or otherwise), customers, suppliers or employees of the Company Parties. You agree that neither the Company Parties nor any of their Representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding any transactions contemplated thereby, when, as and if executed and delivered, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

16. Entire Agreement. This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understandings with respect to the subject matter hereof.

17. Counterparts. This Agreement may be signed by facsimile or electronic delivery in .pdf format and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

18. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

19. Assignment; Third Party Beneficiaries. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other, except that each of the Company Parties may assign its rights and interests hereunder to a successor in interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing herein expressed or implied is intended to confer upon or give any rights or remedies to any person other than you and the Company Parties (and their respective Affiliates and Representatives) under or by reason of this Agreement.

20. Copyright; Candidate Evaluation Materials. To the extent that Participant submits any original or unique work product in connection with the evaluation of Participant's candidacy for employment, engagement or another professional relationship with any of the Company Parties, including any text, written material or other unique deliverable (collectively, "Candidate Materials"), all right, title and interest in and to such Candidate Materials, including all applicable copyrights, shall remain with Participant. The Company Parties shall not publish, reproduce, adapt, implement, commercialize, distribute or otherwise use any Candidate Materials, in whole or in part, without Participant's prior written approval, either (i) pursuant to a future employment or engagement arrangement between the Parties that expressly permits such use, or (ii) in consideration of compensation separately agreed in writing by both Parties. For the avoidance of doubt, internal review of the Candidate Materials solely for the purpose of evaluating Participant's candidacy shall not constitute use prohibited by this Section.

[Signatures Page Follows]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed by its authorized representative, effective on the date first shown above.

[PARTICIPANT / CANDIDATE LEGAL NAME] LIAN MANAGEMENT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____