Sentinel Security Group — Mutual Non-Disclosure Agreement

Version v1-2026-07 — Template (unsigned)

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into by and between Sentinel Security Group ("Sentinel") and the individual or entity identified in the signature block below ("Counterparty"), each a "Party" and together the "Parties", as of the date of the Counterparty signature ("Effective Date").

1. Purpose

The Parties wish to explore, negotiate, and potentially transact business relating to close-protection, executive-protection, secure logistics, and related private-security services (the "Purpose"). In furtherance of the Purpose, each Party may disclose to the other certain Confidential Information (as defined below).

2. Definition of Confidential Information

"Confidential Information" means any information disclosed by or on behalf of one Party (the "Discloser") to the other Party (the "Recipient"), whether in writing, orally, electronically, visually, or by observation, that a reasonable person would understand to be confidential given its nature or the circumstances of disclosure. Confidential Information includes, without limitation: (a) the identities, routines, residences, family members, staff, itineraries, security postures, vulnerabilities, and business affairs of any principal or client; (b) the identities of Sentinel-listed firms and any associated pricing, terms, or vetting materials; (c) all technical, commercial, financial, operational, personnel, and legal information of either Party; and (d) the existence, subject matter, and terms of this Agreement and of any current or contemplated engagement between the Parties.

3. Exclusions

Confidential Information does not include information that the Recipient can demonstrate by written records: (a) is or becomes publicly available through no breach of this Agreement by the Recipient; (b) was lawfully in the Recipient's possession without a duty of confidentiality prior to disclosure by the Discloser; (c) is lawfully received from a third party who is not under a duty of confidentiality to the Discloser; or (d) is independently developed by the Recipient without reference to or use of any Confidential Information of the Discloser.

4. Obligations

The Recipient shall: (a) use the Confidential Information solely for the Purpose; (b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care; (c) not disclose the Confidential Information to any third party except to those of its directors, officers, employees, agents, and professional advisors (collectively, "Representatives") who have a demonstrable need to know for the Purpose and who are bound by written obligations of confidentiality no less protective than those set out herein; and (d) be responsible for any breach of this Agreement by any of its Representatives.

5. Operator-Level Undertaking

Any firm receiving Confidential Information under this Agreement expressly binds its directors, employees, subcontractors, and any operators deployed in furtherance of the Purpose to the same standard of confidentiality set out in this Agreement, and shall be jointly and severally liable for any breach by such persons.

6. Required Disclosure

If the Recipient is required by law, regulation, court order, or lawful process of a competent authority to disclose any Confidential Information, the Recipient shall (unless prohibited from doing so by such law or process) promptly notify the Discloser in writing so that the Discloser may seek a protective order or other appropriate remedy, and shall disclose only that portion of the Confidential Information that is legally required and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

7. No Publicity

Neither Party may use the name, logo, likeness, or identity of the other Party, or of any principal or client introduced

under this Agreement, in any marketing, press release, case study, social-media post, capabilities statement, or public communication of any kind, without the prior written consent of the other Party. Sentinel and Counterparty each expressly withhold consent under this clause absent a separately signed writing.

8. No License; Return or Destruction

Nothing in this Agreement grants any Party any right, title, interest, or license, whether by implication, estoppel, or otherwise, in or to the Confidential Information of the other Party. Upon the Discloser's written request, or upon termination of any engagement between the Parties, the Recipient shall promptly return or, at the Discloser's option, destroy all Confidential Information of the Discloser in its possession or control (including that held by its Representatives) and certify such destruction in writing. Notwithstanding the foregoing, the Recipient may retain one archival copy solely for legal-compliance purposes, which shall remain subject to this Agreement in perpetuity.

9. Term

This Agreement takes effect on the Effective Date and remains in force for twenty-four (24) months. The confidentiality obligations set out in this Agreement shall survive termination or expiration for a further period of five (5) years, and shall survive perpetually with respect to information constituting a trade secret under applicable law.

10. Injunctive Relief

The Parties acknowledge that money damages would be an inadequate remedy for a breach of this Agreement and that the non-breaching Party shall be entitled to seek immediate injunctive and other equitable relief, without the requirement of posting bond, in addition to any other remedies available at law or in equity.

11. No Solicitation of Protected Persons

For the duration of this Agreement and for twelve (12) months thereafter, Counterparty shall not directly or indirectly solicit, contact for a commercial purpose, or attempt to establish a business relationship with any principal or client introduced to Counterparty by Sentinel, except through Sentinel or with Sentinel's prior written consent.

12. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas for any dispute arising out of or relating to this Agreement.

13. Entire Agreement; Amendment; Severability

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions and writings. It may be amended only by a written instrument signed by both Parties. If any provision is held to be unenforceable, the remaining provisions shall remain in full force and effect and the unenforceable provision shall be reformed only to the extent necessary to make it enforceable while preserving the Parties' original intent.

14. Electronic Signature

The Parties agree that this Agreement may be executed electronically. A typed name in the signature block, together with the audit metadata recorded by Sentinel at the time of signature (including timestamp, IP address, and user agent), constitutes a valid electronic signature under the Electronic Signatures in Global and National Commerce Act and applicable state law, and has the same legal effect as a handwritten signature.

Signatures

Counterparty

Signature: _____

Printed name: _____

Title: _____

Company/Entity: _____

Date: _____

Sentinel Security Group

Signature: _____

Printed name: _____

Title: _____

Company/Entity: _____

Date: _____