

RECOVERY SERVICES AGREEMENT



This Recovery Services Agreement (“Agreement”) is made on between:
SECURE TECHNOLOGY ANALYTICS LTD, Company number 11487580,
of the Icon Southernhay Basildon SS14 1FH (“Company”)
and the Client (“Client”).

The Company and the Client are each a “Party” and together the “Parties.”

1. Appointment and Scope

The Client hereby appoints the Company to provide non-exclusive investigative, administrative, and recovery support services in connection with the identification, tracing, and attempted recovery of lost, unclaimed, misappropriated, dormant, or otherwise unavailable assets. Such assets may include, without limitation, shares, securities, investments, digital assets, cryptocurrency, wallet holdings, account balances, claims, receivables, and related financial or property interests.

The Company shall perform the Services on a reasonable-efforts basis only and shall use commercially reasonable endeavours to support the Client in pursuing recovery opportunities that may arise during the term of this Agreement.

2. Nature of Obligations

The Client acknowledges and agrees that the Company is not an insurer, guarantor, fiduciary, legal representative, or trustee of the Client, and does not warrant or guarantee any particular outcome, recovery amount, timing, or success. Any reference to “recovery” means a result obtained through the Company’s Services, but only to the extent that funds or assets are actually received by or for the benefit of the Client.

3. Success Fee

In consideration of the Services, the Client shall pay the Company a success fee equal to five per cent (5%) to seven per cent (7%) of the Net Recovery Amount actually received by the Client as a direct result of the Services.

For the purposes of this Agreement, “Net Recovery Amount” means the gross amount actually received by the Client, less any sums that are lawfully withheld by a third party, tax authority, bank, platform, custodian, exchange, intermediary, or other recipient, and less any amounts expressly approved in writing by the Client as reimbursable costs.

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4. Payment Trigger

The success fee shall become due and payable only upon the Client's actual receipt of funds or assets resulting directly from the Company's Services. No fee shall be payable in advance, no retainer shall be due unless expressly agreed in writing, and no success fee shall accrue unless and until the Client has received a financial benefit in fact.

If recovery is received in stages, the success fee shall be payable proportionately on each amount actually received by the Client.

5. Expenses and Disbursements

The Company shall not incur any material third-party expense, disbursement, filing fee, translation cost, search fee, or similar outlay on behalf of the Client without the Client's prior written approval, except where such expense is minor, incidental, and reasonably necessary for the ordinary performance of the Services. Any approved expense shall be reimbursed only in accordance with written agreement between the Parties.

6. Client Cooperation

The Client shall provide promptly and in good faith all information, documentation, authorisations, confirmations, signatures, and assistance reasonably requested by the Company for the purpose of carrying out the Services. The Client warrants that all information supplied to the Company shall be accurate and complete to the best of the Client's knowledge and belief.

7. Confidentiality

Each Party shall keep confidential and shall not disclose to any third party any non-public commercial, financial, technical, or personal information received from the other Party in connection with this Agreement, except to the extent that disclosure is required by applicable law, court order, regulatory obligation, or is reasonably necessary for the performance of the Services.

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8. Compliance and International Clients

Where the Client is located in the European Union or any other jurisdiction outside England and Wales, the Client acknowledges that the Services may involve cross-border communications, documentation, and third-party processes. The Parties shall each comply with all applicable laws, sanctions regimes, data protection requirements, anti-money laundering obligations, and other mandatory rules applicable to them in connection with this Agreement.

9. Term and Termination

This Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon written notice. Termination shall not affect the Company's entitlement to a success fee in respect of any recovery that is directly attributable to the Services performed prior to termination, provided that the Client actually receives the relevant funds or assets.

10. Limitation of Authority

The Company is authorised only to perform the Services described in this Agreement. The Company shall have no authority to enter into binding settlements, accept funds on behalf of the Client, or make legal admissions unless expressly authorised in writing by the Client.

11. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction, save where mandatory law requires otherwise.

12. Client Cooperation

Client Cooperation and Liability for Non-Completion. Where funds or assets are linked to the Client, the Client shall act promptly and in good faith and shall complete all steps reasonably required to release or recover such funds or assets. If the Client fails to complete such steps, the Client shall nevertheless remain liable for all agreed charges relating to the work undertaken. The Client shall also be responsible for any reasonable third-party costs and expenses incurred in connection with the Services, if any, whether or not the recovery is ultimately completed.

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13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, understandings, representations, and arrangements, whether oral or written. No amendment shall be valid unless made in writing and signed by both Parties.

14. Non-Circumvention

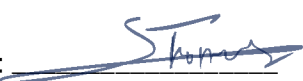
The Client agrees that it shall not, directly or indirectly, circumvent, bypass, avoid, interfere with, or attempt to circumvent the Company in respect of any person, counterparty, introducer, intermediary, custodian, platform, exchange, institution, agent, advisor, or other contact introduced, identified, sourced, or disclosed by the Company in connection with the Services.

Without limiting the generality of the foregoing, the Client shall not use information, introductions, or contacts obtained through the Company to negotiate, settle, recover, transfer, claim, or otherwise deal with the relevant assets except through the Company or with the Company's prior written consent.

15. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed effective and binding.

On behalf of the company

Name: Thomas Solari, CFO

Signature: 

Date: _____

The Client

Name: _____

Signature: _____

Date: _____