

CRL Conditional Retro-Leverage

Non-Binding Letter of Intent • Confidential

TEMPLATE FOR DISCUSSION ONLY — NOT LEGAL ADVICE
Execution subject to definitive agreements. Consult qualified legal counsel.

NON-BINDING LETTER OF INTENT

CRL White-Label API Integration

Date: [_____]

Between:

CRL Technologies Inc., a Delaware corporation ("CRL" or "Technology Provider")
and

[**BROKER LEGAL NAME**], a [jurisdiction] entity ("Partner" or "Licensee")

1. Purpose

This Letter of Intent ("LOI") sets forth the mutual interest of the Parties to explore a commercial partnership whereby CRL would provide its proprietary Conditional Retro-Leverage ("CRL") technology to Partner under a white-label API integration model.

This LOI is **non-binding** except for Sections 6 (Confidentiality) and 8 (Governing Law), which shall survive regardless of whether definitive agreements are executed.



2. Scope of Integration

2.1 Technology Provided

CRL will provide Partner with access to its White-Label API as a **calculation layer** for CRL-enhanced derivative products, including real-time trigger detection, retroactive leverage computation, event logic, and audit logging.

For the avoidance of doubt: CRL does not execute orders, clear trades, hold client funds, or provide investment advice. Partner remains the sole counterparty, issuer, and distributor of any products incorporating CRL technology.

2.2 Professional Clients Only

IMPORTANT: CRL products are designed exclusively for distribution to **MiFID II Professional Clients and Eligible Counterparties** (or equivalent classification under applicable jurisdiction). Partner confirms it will not offer CRL-powered products to retail clients.

2.3 Regulatory Responsibility

CRL provides technology infrastructure only. Partner retains full responsibility for regulatory compliance, client suitability, product distribution, KYC/AML, and all applicable regulatory filings in its operating jurisdictions.

3. Preliminary Commercial Terms

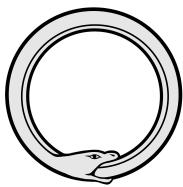
The following terms are indicative and subject to negotiation:

Term	Indicative Range
Integration Fee	€25,000 – €50,000 (one-time, due on execution of definitive agreement)
Revenue Share	25% – 40% of CRL usage fees collected by Partner
Technical Integration	Target: 2 weeks (sandbox to API-ready)
Production Go-Live	Typically 4–8 weeks (depends on internal approvals)
Initial Term	12 months, auto-renewing (90-day notice)

4. Intellectual Property

CRL technology is protected by a U.S. Provisional patent application filed July 2025. Partner acknowledges that all intellectual property rights in the CRL system, algorithms, and methodologies remain exclusively with CRL Technologies Inc.

Definitive agreements will include standard intellectual property protection clauses. Details regarding anti-reverse engineering provisions will be provided upon execution of a mutual NDA.



5. Next Steps

Upon execution of this LOI, the Parties agree to proceed with:

- (a) Execution of Mutual Non-Disclosure Agreement
- (b) Technical discovery call and sandbox access
- (c) Negotiation of definitive Term Sheet
- (d) Execution of Master Integration Agreement

6. Confidentiality (BINDING)

Each Party agrees to maintain in confidence all non-public information disclosed by the other Party in connection with this LOI and the proposed partnership. This obligation shall survive for a period of two (2) years from the date of this LOI, regardless of whether definitive agreements are executed.

Exceptions: This obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to disclosure; (c) is independently developed without use of confidential information; or (d) is required to be disclosed by law, regulation, or court order (with prompt notice to the disclosing Party where permitted).

Each Party may disclose confidential information to its directors, officers, employees, and professional advisers who have a need to know, provided such recipients are bound by confidentiality obligations no less protective than those contained herein.

Neither Party shall disclose the existence or terms of this LOI without prior written consent, except as required by law or regulation.

7. Non-Binding Nature

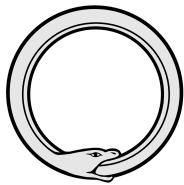
Except for Sections 6 and 8, this LOI is an expression of mutual interest only and does not create any binding obligation on either Party to enter into any definitive agreement or to consummate any transaction.

Either Party may terminate discussions at any time without liability, except for obligations arising under Section 6.

8. Governing Law (BINDING)

This LOI (and its binding provisions) shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.

The governing law of the definitive agreements shall be mutually agreed by the Parties; if no agreement is reached, the laws of the State of Delaware shall apply by default.



9. Validity

This LOI shall remain open for acceptance for a period of **thirty (30) days** from the date first written above, after which it shall expire unless extended in writing by CRL.

Signatures

CRL Technologies Inc.

Name: Andrea Riccardo Galiè

Date:

Title: Founder & CEO

[PARTNER LEGAL NAME]

Name:

Date:

Title:

— *End of Document* —

CRL Technologies Inc. • Delaware, USA • partners@crl-technologies.com