

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement ("Agreement") is made this 18 day of March, 2019, by and between Topcoin, Ltd. and affiliated entities ("Disclosing Party") and \_\_\_\_\_ and affiliated entities ("Recipient").

As a condition to Disclosing Party furnishing to Recipient and its officers, directors, shareholders, managers, members, partners, representatives, employees, independent contractors, principals, agents and advisors (collectively, "Representatives"), information that has not been made generally available on a non-confidential basis, including, without limitation, employee lists, customer and supplier lists, strategic partner lists, mailing lists, industry contacts, telephone lists, products, designs and specifications, research, developments, inventions, formulas, hardware configuration, processes, advertising and marketing plans and strategies, software, data, programs, financial information, incentives, ideas and know-how whether by document, discussion, recorded or electronic media, or by opportunity for observation (collectively, the "Confidential Information"), Recipient, on behalf of itself and its Representatives agrees to treat such information furnished by or on behalf of the Disclosing Party or its Representatives prior to, on or after the date of this Agreement, and all analyses, compilations, studies and other material prepared by either the Disclosing Party or its Representatives based on such information, as follows:

1. Evaluation Only; Nondisclosure. Recipient agrees that the Confidential Information will be used solely for the purpose of (i) an evaluation of a possible business transaction between the parties, (ii) performance of services on behalf of the Disclosing Party or the Recipient, or (iii) any other joint venture, partnership or services transaction contemplated between the parties and for no other use. The Recipient also agrees not to disclose any of the Confidential Information to any third party without the prior written consent of the Disclosing Party, provided, however, that the Confidential Information may be disclosed to the Recipient's Representatives who need to know such information for the purposes contemplated hereunder and agree to keep such information confidential and to be bound by this Agreement to the same extent as if they were parties to this Agreement. The Recipient acknowledges and agrees that it is responsible for the unauthorized use or disclosure of the Confidential Information by the Recipient's Representatives or others who obtain access to the Confidential Information from the Recipient or its Representatives. Recipient shall take all precautions necessary to safeguard the Confidential Information against unauthorized use or disclosure (i.e. not placing Confidential Information on Recipient's servers without restricting access to employees that have a need to access such Confidential Information).

2. Notice of Disclosure. In the event of any legal action or proceeding or asserted requirement under applicable law or government regulations calling for disclosure by the Recipient of the Confidential Information, the Recipient shall forthwith notify the Disclosing Party and, upon request of the Disclosing Party, shall cooperate with the Disclosing Party in contesting such disclosure at the expense of the Disclosing Party. Notice may be given by

electronic mail, or physical mail via certified method with tracking (e.g., USPS, UPS, DHL, FEDEX) at an agreed upon address.

3. Return of the Confidential Information. Following the Recipient's authorized use of the Confidential Information, neither the Recipient nor its Representatives shall, without the prior written consent of the Disclosing Party, use any of the Confidential Information for any purpose. Upon the completion of the evaluation described in (i) of Section 1 and the completion of the services described in (ii) of Section 1 or upon the Disclosing Party's request, the Recipient will promptly deliver to the Disclosing Party the Confidential Information (and any copies thereof), addressed to the attention of Josh Metnick ("Disclosing Party's Officer"). The Confidential Information shall not be discussed, disclosed, returned or distributed at any time to any employee or representative of the Disclosing Party or its subsidiaries other than the Disclosing Party's Officer. The Recipient shall be responsible for the return of all copies of all Confidential Information furnished to the Recipient or its Representatives including analyses, compilations, studies and other material based in whole or in part on such material prepared by the Recipient or its Representatives. In the event that any Confidential Information is not able to be returned (i.e. information maintained on a hard drive of a computer), Recipient will cause all such Confidential Information to be destroyed or permanently erased.

4. No Proprietary Rights. The Recipient acknowledges that no license is granted to the Recipient under this Agreement for any rights in or to any patent, copyright, trademark, tradename or any other intellectual property or rights of the Disclosing Party included in the Confidential Information. The Recipient acknowledges that neither the Disclosing Party nor any of its Representatives are making any representation or warranty that the Confidential Information does not infringe on any patent, copyright, trademark, tradename or any other intellectual property rights of third parties.

5. No Representations or Warranties. Neither the Disclosing Party nor any of its Representatives are making any representation or warranty as to the accuracy or completeness of any of its Confidential Information. Neither the Disclosing Party nor any of its Representatives shall have any liability relating to or rising from the Recipient's use of the Confidential Information.

6. Breach. This Agreement shall not be binding upon the Recipient and its Representatives regarding the Confidential Information that (i) has been made public other than by acts of the Recipient or its Representatives in violation of this Agreement or (ii) becomes available to the Recipient on a nonconfidential basis from a source that is entitled to disclose it on a nonconfidential basis. The parties recognize and acknowledge the competitive value and confidential nature of the Confidential Information and the irreparable harm that could result to the Disclosing Party if its Confidential Information is disclosed to any third party and agree that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient or its Representatives. Accordingly, in addition to all other remedies, the non-breaching party shall be entitled to specific performance and injunctive or other equitable relief

as a remedy for any such breach, and the breaching party further agrees to waive, and to use its best efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

7. Confidential Discussions. Each party agrees that, without the prior written consent of the other party, it will not disclose to any person either the fact that discussions or negotiations are taking place between the parties or any of the terms, conditions or other facts with respect to any proposed transaction between the parties.

8. No Business Relationship and Non-Solicitation. The Recipient and its Representatives agree that the relationship created by this Agreement does not represent, and in no way implies (i) a partnership, joint venture or other commercial relationship between the parties, (ii) an authorization for either party to act as agent or representative of the other, (iii) an agreement or commitment by the other party to purchase, acquire, develop or use the products or services of the other party, or (iv) an encouragement to either party to expend funds or other resources in the development of products or services. Recipient covenants that it will not, unless and until such employee or contractor or consultant has been terminated or subject to a notice of termination, solicit for employment or contracting or consulting purposes of any kind any employee, consultant, contractor, director, or affiliate of Disclosing Party or endeavor or attempt in any way to interfere with or induce a breach of any employment or contractual relationship Disclosing Party may have with any employee, agent, independent contractor or representative.

9. Export Restrictions. The Recipient hereto shall not export, directly or indirectly, any technical data acquired from the Disclosing Party or any products utilizing any such data (i) to any country for which the United States government or any agency thereof requires an export license or other government approval (at the time of export) without first obtaining such license or approval and (ii) unless in complete compliance with all statutes, regulations, orders, guidelines and directives.

10. Miscellaneous. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No failure or delay by either party or any of its Representatives in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege under this Agreement. In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to choice of law doctrines. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having situs Cook County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any rights it may have to transfer the venue of any such action or proceeding. The

prevailing party or parties in any litigation arising out of or from this Agreement shall be entitled to recover from the non-prevailing party or parties all costs and expenses reasonably incurred in litigating such action, including without limitation, reasonable attorneys' and paralegals' fees and court costs. This Agreement shall be binding upon the parties and their successors and assigns.

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

**Recipient**

**Topcoin, Ltd.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_