**NON-DISCLOSURE AGREEMENT**

This Nondisclosure Agreement or ("Agreement") has been entered into on the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and is by and between:

Party Disclosing Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Disclosing Party”).

Party Receiving Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Receiving Party”).

WHEREAS.

Now that A and B intend to cooperate on the filecoin distributed storage project, the two parties enter into this agreement regarding the confidentiality matters involved in this cooperation.

**I. Definition of confidential information**

1. Party A as referred to in this Agreement refers to the party providing the Confidential Information.

2. Party B as referred to in this Agreement refers to the party receiving the Confidential Information.

3. The Confidential Information referred to in this Agreement is all relevant information about Party A, Party A's employees, Party A's shareholders and Party A's related parties which Party A provides to Party B directly or indirectly and which is not known to the relevant public.

(1) The scope of confidential information includes, but is not limited to, information related to Party A obtained in the due diligence process.

(2) The carrier of confidential information refers to the articles carrying the content of confidential information.

(3) Copies refer to copies of confidential information or confidential information carriers.

(4) The ownership of the Confidential Information shall belong to Party A. Party B shall not have any ownership, exclusive use, sublicense or other rights of the Confidential Information under this Agreement. Party B shall use the Confidential Information under this Agreement only in the manner and to the extent necessary to complete the due diligence work of the Project.

**2. Rights and obligations of Party A**

1. Party A's rights

(1) Enjoy the ownership of the confidential information.

(2) The right to request Party B to return or destroy the carrier containing the Confidential Information and all its backups in any form in writing at any time.

2. Party A's obligations.

(1) Provide information and materials to Party B.

(2) To ensure that the information provided is true, accurate, complete and not materially misleading or materially omitted.

**3. Party B's rights and obligations**

1. Party B's rights

(1) Only enjoy the right to use the confidential information under this Agreement in this cooperation.

(2) Only enjoy the right to disclose the confidential information under this Agreement to its staff, directly managed institutions, shareholder units or third party intermediaries cooperating for this project, and its staff, directly managed institutions, shareholder units or third party intermediaries cooperating for this project undertake to undertake Party B's obligations under this Agreement, and such disclosure is necessary for this cooperation.

2. Party B's obligations.

(1) Without Party A's written consent, the confidential information provided by Party A in this Agreement shall only be used for the purpose of this cooperation.

(2) Party B shall take adequate and effective confidentiality measures to prevent leakage of confidential information.

**4. Confidentiality Period**

Except as agreed in Article 4 of this Agreement or agreed in writing by Party A and the shareholders, Party B and the organizations or individuals involved in Article 3, paragraph 1, subparagraph 2 shall comply with the obligation of confidentiality within one year from the date of signing of this Agreement.

**5. Liability for breach of contract**

1. Party B's liability for breach of contract

(1) If Party B or the organization or individual involved in Article 3, paragraph 1, subparagraph 2 fails to use the Confidential Information for the purposes agreed in this Agreement, or discloses, discloses, transfers, licenses or provides the Confidential Information to a third party in any other form without Party A's consent.

(2) If Party B assigns the rights and obligations under this Agreement to a third party without Party A's consent.

In the event of any of the above circumstances, Party A shall have the right to request Party B to compensate for the actual loss caused to Party A as a result.

**6. Application of Law and Dispute Resolution**

If any dispute arises from the performance of this contract or in connection with this contract, both parties shall settle it by way of friendly consultation. If the negotiation fails, either party shall have the right to submit the dispute to the court with jurisdiction in Party B's location for litigation.

**7. Others**

1. This Agreement shall be binding on both parties and all affiliated institutions or related persons, entities, successors, and permitted assignees.

2. Each provision of this Agreement shall be construed separately and independently, and if any part of the provisions of this Agreement is unlawful or unenforceable, the validity and enforceability of the other parts of this Agreement shall not be affected.

3. This Agreement shall take effect after the signature and seal of the contracting parties, and if there are any outstanding matters, the parties shall negotiate and sign another written document, which shall have the same legal effect as this Agreement.

4. This agreement is in two copies, one for each party to the contract, with the same legal effect.

(No text below)

Party A:

Legal representative or authorized representative.

Party B:

Legal representative or authorized representative.

Date.