

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of the date of the CODA Terms of Service or PoC Agreement, (“Effective Date”) by and between CODA Intelligence (US), Inc., a Delaware company (“CODA Intelligence”), and its counterpart signing the CODA Terms of Service or PoC Agreement (“Partner”).

RECITAL

CODA Intelligence and the Partner desire to engage in discussions as to areas of mutual interest, including technology partnership, resale partnership, business combination or joint venture (the “Discussion Purpose”), and during such discussions may need to disclose to each another certain confidential information of the disclosing party to be used only for the Discussion Purpose, and desire to protect such confidential information from unauthorized use and disclosure.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, whether prior to or after the date of this Agreement as set forth above, and any other information which the disclosing party identifies as confidential to the receiving party in writing (“writing” may include without limitation, for purposes of this Agreement, electronic communication such as e-mail or a stamping or legend denoting the confidential and/or proprietary nature of such information placed on the first page and/or on subsequent pages of printed or electronic forms of such information) either before, or at the time of, such disclosure, if such disclosure is initially in written form, or, if initially orally disclosed, then as so identified in writing by the disclosing party to the receiving party within thirty (30) days after such initial oral disclosure (“Confidential Information”). Confidential Information includes, but is not limited to, research, product plans, services, customers, markets, software, performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts, in each case originated by or in the possession of the disclosing party, and which the disclosing party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement and appropriately identified, as provided herein, as being Confidential Information when furnished. The Discussion Purpose, and the fact that the parties are discussing the Discussion Purpose, will be considered as Confidential Information by the parties hereto. Confidential Information will not include information which:

(a) is at the Effective Date, or thereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;

(b) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;

(c) is after the Effective Date rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;

(d) is information which the receiving party can document was independently developed by the receiving party without breach of any obligation of confidentiality;

(e) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable advance written notice of such required disclosure; or

(f) is disclosed with the prior written consent of the disclosing party.

If any part of the Confidential Information has been prior to, or is after, the Effective Date disclosed in a United States patent issued to the party furnishing the Confidential Information hereunder, then after the issuance of such patent, the limitations on such Confidential Information as is disclosed in the patent will be only those afforded by United States patent laws.

2. Each party (a) will hold the other party's Confidential Information in strict confidence, (b) will not disclose such Confidential Information to any third parties and will take all reasonable steps to prevent such disclosure, which steps will include at least those taken by such party to protect its own confidential information of like kind, and (c) will not use any Confidential Information of the other party for any purpose except for the discussions between the parties related to the Discussion Purpose. Each receiving party may disclose the disclosing party's Confidential Information to the receiving party's responsible employees and consultants who have a bona fide need to know, but only to the extent necessary to carry out the Discussion Purpose. Each receiving party will instruct all such employees and consultants not to disclose such Confidential Information to third parties, including other consultants, without the prior written permission of the disclosing party. Confidential Information, if reproduced in whole or in part in accordance with this Agreement, will bear a proprietary notice at least similar to that with which the information is submitted to the receiving party by the disclosing party.

3. If the receiving party is faced with legal action or a requirement under government regulations to disclose Confidential Information of the disclosing party received hereunder, the receiving party will notify the disclosing party promptly thereof on writing, and upon the request of the disclosing party, the receiving party will cooperate with the disclosing party in contesting or complying with such disclosure. Except in connection with a failure to discharge responsibilities set forth in the preceding sentence, neither party will be liable in damages for any disclosures pursuant to judicial action or government regulations.

4. To the extent that any Confidential Information includes materials that are or may be subject to attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigation, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire intention and mutual understanding that the sharing of such material is not intended to, and will not, waive or diminish in any way the confidentiality of such material or its continued protection under attorney-client privilege, work product doctrine or other applicable privilege. All Confidential Information provided by either party that is entitled to protection under attorney-client privilege, work product doctrine or other applicable privilege will remain entitled to such protection under these privileges, under this Agreement, and under the joint defense doctrine.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof, provided however, that one copy might be kept for archival purposes only.

6. Nothing contained in this Agreement will be construed (a) as granting any rights to the receiving party, by license or otherwise, implicitly or explicitly, to any of the disclosing party's Confidential Information except as specified in this Agreement, nor (b) as an obligation by either

party to enter into any additional contract or any other business relationship with the other party in connection with, or as a result of the transmittal of, Confidential Information. None of the Confidential Information which may be submitted or exchanged by the parties will constitute any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to infringement or lack of infringement of trademarks, patents, copyrights, or other intellectual property rights, or any right of privacy, of third parties.

7. Each party acknowledges that the unauthorized disclosure or use of the disclosing party's Confidential Information would cause irreparable harm and significant injury to the disclosing party, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek an immediate injunction enjoining any breach of this Agreement by the receiving party or its employees or consultants, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

8. Neither party may assign or transfer its interest hereunder without the prior written consent of the other, which consent will not be unreasonably withheld. Notwithstanding the aforesaid, either party may assign this Agreement without the other party's consent in connection with the sale of its business to which this Agreement relates. Each party hereto will bear all costs and expenses incurred by such party under or in connection with this Agreement.

9. This Agreement will be governed by the laws of Delaware without regard to its body of law controlling conflict of laws. This Agreement is the complete and exclusive agreement of the parties hereto regarding the specific subject matter of this Agreement and supersedes in their entirety all prior agreements, understandings and communications, oral or written, between the parties regarding the specific subject matter of this Agreement, and will be binding upon and inure to the parties' respective successors and assigns, and, as applicable, heirs and representatives, and may only be amended by a writing signed by the parties or their respective successors, assigns or authorized representatives.

10. Neither party shall, without the prior written consent of the other party, disclose to any other person the fact that any Confidential Information has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

11. This Agreement may be terminated by either party at any time by written notice to the other, provided that the foregoing obligations of confidentiality as to any Confidential information shall survive for five years following any termination of this Agreement.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

The parties have executed this Mutual Nondisclosure Agreement as an appendix of the CODA Terms of Service or PoC Agreement.