

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of **[Date]**, by and between **UbiquoCorp** ("Disclosing Party") with its principal place of business at [Address], and **[Recipient Name]** ("Receiving Party") with its principal place of business at [Address].

1. Purpose The parties wish to explore a potential business transaction concerning the acquisition of Digital Trade Credit Bank (the "Transaction") and in connection with this Transaction, each party may disclose Confidential Information to the other.

2. Definition of Confidential Information "Confidential Information" means all technical or business information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is marked or identified as confidential or that reasonably should be understood to be confidential given the nature of the information.

3. Exclusions Confidential Information does not include information that (a) is or becomes publicly known without breach by Receiving Party; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information; or (d) is disclosed under the requirement of a court or governmental agency, provided Receiving Party gives prompt notice to Disclosing Party.

4. Obligations Receiving Party agrees to (a) use the Confidential Information solely for the Purpose; (b) restrict disclosure of the Confidential Information to its employees, agents or advisors who have a need to know and who are bound by confidentiality obligations at least as protective as this Agreement; and (c) protect the Confidential Information with at least the same degree of care as it uses with its own confidential materials, but no less than reasonable care.

5. Term and Termination This Agreement commences on the Effective Date and continues until the earlier of (a) two (2) years from the Effective Date, or (b) termination by either party upon thirty (30) days written notice. Sections 2, 3, 4, 6 and 7 survive termination.

6. Return of Materials Upon termination of this Agreement or upon Disclosing Party's written request, Receiving Party shall promptly return or destroy all materials containing Confidential Information and certify in writing that it has complied with this obligation.

7. No License All Confidential Information is and shall remain the sole property of Disclosing Party. No license or other rights under any patent, trademark, copyright or other intellectual property right are granted or implied by this Agreement.

8. Governing Law This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

9. Miscellaneous This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements. Amendments must be in writing and signed by both parties. Neither party may assign this Agreement without the other's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

DISCLOSING PARTY

UbiquoCorp

By: ____ **Name:** ____ **Title:** ____ ***Date:*** ____

RECEIVING PARTY

[Recipient Name]

By: ____ **Name:** ____ **Title:** ____ ***Date:*** ____