**Mutual Non-Disclosure Agreement**

This Mutual Non-Disclosure Agreement (“Agreement”) is made and entered into, effective as of this **\_\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_, 20\_\_\_\_** (the “Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its owner(s), and any subsidiaries (collectively or individually “COMPANY-A”); and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its parent company, owners, and any subsidiaries (collectively or individually “COMPANY-B”) (collectively, the “Parties”).

**1.** **Purpose**. COMPANY-A and COMPANY-B wish to explore a possible business relationship pursuant to which each party will disclose certain Confidential Information (as defined below) to the other party, which the other party agrees to keep confidential and use solely for the purpose of evaluating a potential business relationship between the Parties. The party disclosing Confidential Information is referred to as “Disclosing Party” and the party receiving Confidential Information is referred to as “Recipient.” The Parties acknowledge that neither party is authorized to act on behalf of the other without prior authorization and that this Agreement does not create an agency or partnership relationship between the Parties.

**2.** **Definition**

**2.a.** **Confidential Information**. As used herein, “Confidential Information” means the confidential and proprietary business information of the Disclosing Party, including, but not limited to, pricing, existing clients and vendors, compensation plans, marketing plans or data, financial information, sources of supply, know-how, product specifications, computer programs, computer code (including code specifically used in the development of blockchain protocol(s) and applications), formulas, processes, ideas, inventions, strategies, trade secrets, research and development, designs and prototypes. Confidential Information may be disclosed either orally or in writing, and either deliberately or inadvertently, and need not be specifically designated as confidential or proprietary, provided a reasonable person would consider, from the nature of the information and circumstances of disclosure, that the information is Confidential. Confidential Information includes materials derived from the other Confidential Information, such as analyses, compilations, data, studies and reports, as well as the existence of this Agreement and the fact of these discussions between the Parties.

**2.b.** **Exclusions**. Confidential Information does not include (i) information which has become publicly available without breach hereunder by the Recipient, (ii) information which was rightfully received by the Recipient from a source not under obligation of confidentiality to the Disclosing Party, (iii) information in the possession of Recipient, in written or other recorded form prior to disclosure by the Disclosing Party, (iv) information which is developed by the Recipient independent of any Confidential Information, and (v) information which an authorized representative of the Disclosing Party has approved in writing for release by the Recipient without restriction. Confidential Information may be disclosed to an administrative or judicial order provided that the Recipient, prior to such compliance, shall notify the Disclosing Party of the order as soon as possible after receipt to provide the Disclosing Party a reasonable opportunity to protect its Confidential Information by protective order or other means.

**3.** **Protection and Use of Confidential Information.**

**3.a.** **Ownership**. As between the Parties, title to and ownership of all Confidential Information shall remain the exclusive property of the Disclosing Party. Nothing in this Agreement, or any course of conduct between the Parties, shall be deemed to grant the Recipient any rights in or to the Confidential Information of the Disclosing Party, or any part thereof, other than as expressly granted herein. Recipient shall not remove any copyright, trade secret or other proprietary rights legends from any form of received Confidential Information. Recipient shall not use any Confidential Information in any manner or for any purpose not specifically authorized by this Agreement.

**3.b. Protection.** A Disclosing Party shall use reasonable efforts to mark Confidential Information disclosed in tangible form as “Confidential” and to reduce to writing all Confidential Information that is disclosed orally; provided, however, that a failure by a Disclosing Party to do so shall not in either event affect the status of such information as Confidential Information under this Agreement. A Recipient shall keep all Confidential Information, whether disclosed before or after the effective date of this Agreement, strictly confidential and shall protect such Confidential Information from disclosure to Third Parties, using the same degree of care used to protect its own Confidential Information of like importance, but in no case less than a reasonable degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information. A Recipient shall only disclose Confidential Information to its officers, employees, professional advisors, and consultants (“Recipient Employees”) and shall take reasonable steps to notify the Recipient Employees when information is deemed to be Confidential Information under the terms of this Agreement and advise the Recipient Employees of their responsibilities related to the Confidential Information as set forth in this Agreement. A Recipient shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Disclosing Party’s Confidential Information and take necessary steps to prevent and/or mitigate any continued loss or unauthorized disclosure of Confidential Information. The Parties make no representation or warranty with respect to Confidential Information provided under the terms of this Agreement.

**3.c. Use.** A Recipient shall restrict access to the Confidential Information to a “need to know” basis, limiting access to those persons who are directly participating in work involving the other party and who, in addition, require such Confidential Information in the performance of their duties. Such persons must be bound in writing to Recipient by confidentiality obligations at a minimum as restrictive as the terms of this Agreement. As a condition of receipt of any Confidential Information, recipient acknowledges that it has, or will immediately acquire, any required permits and/or licenses related to relevant Confidential Information. A Recipient shall not copy or reproduce, in whole or in part, any Confidential Information except as is necessary to fulfill the purposes of this Agreement. The Recipient does not acquire any intellectual property rights of the Disclosing Party. Authorized use of intellectual property (whether deemed Confidential Information or not) requires prior approval of the Disclosing Party and under no circumstances is such limited use deemed to be an assignment of any rights held by the Disclosing Party. A Recipient will not analyze or cause a Third Party to analyze any tangible Confidential Information for the purpose of reverse engineering same, or for the purpose of developing material identical to or substantially identical to that produced by Disclosing Party. Recipient hereby represents and warrants that it is not currently offering, nor is it planning to offer, services or products that directly or indirectly compete with the services or products offered by the Disclosing Party. Recipient represents and warrants that the reasons it has or is entering into discussions and/or the applicable relationship with the Disclosing Party is solely for the purpose of advancing the business purpose with Disclosing Party as stated in section 1 herein.

**4. Warranty.** CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR IMPLIED WARRANTIES AGAINST INFRINGEMENT. The Parties warrant that they have the right to enter into this Agreement on their own behalf and on behalf of any affiliates and to disclose the Confidential Information disclosed hereunder. Neither party makes any warranties regarding the accuracy of Confidential Information disclosed under this Agreement, nor shall either party have any liability for errors or omissions in the Confidential Information or Recipient’s reliance on the Confidential Information described hereunder. Neither party has any obligation under, or by virtue of, this Agreement to purchase or furnish to the other party any products or services, or to enter into any other agreement.

**5. Term and Termination.** The Parties have no obligation to purchase any product or service from the other party as a result of signing this Agreement. Either party may terminate this Agreement upon written notice to the other party. Upon expiration or termination of this Agreement all copies of Confidential Information shall either be promptly returned by the Recipient to the Disclosing Party or, at the Disclosing Party’s option, be destroyed and the Recipient shall certify to the Disclosing Party in writing that it has fully complied with the obligations contained in this section 5 within ten (10) days of termination. Notwithstanding the foregoing, sections 1, 2, 3, 4, 5 & 6 shall survive the termination of this Agreement and remain in effect indefinitely.

**6. Miscellaneous.** Recipient acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm to the Disclosing Party. Accordingly, the Recipient agrees that the Disclosing Party shall be entitled to injunctive relief, without being required to post any bond, against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision.If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall be enforced to the fullest extent permitted by law.This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without reference to its principles of conflicts of law, and shall be binding on the parties hereto in the United States and worldwide. Suit to enforce any provision of this Agreement, or to obtain any remedy for any torts arising out of or related to a party’s relationship with the other shall be brought in any appropriate court located in \_\_\_\_\_\_\_\_\_\_\_\_ and for this purpose, each party hereby expressly and irrevocably consents to the exclusive jurisdiction of such courts. This Agreement represents the entire agreement between the Parties with respect to the subject matter addressed herein, and supersedes all prior and contemporaneous proposals. This Agreement shall not be modified or changed in any manner except in another writing signed by both Parties. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement as of the date first above written.

**COMPANY-A**

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

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Company”)**

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

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_