



MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “Agreement”) is entered into as of the last signature date on the signature form herein (“Effective Date”), by and between HashCash Consultants LLC, a California limited liability company on behalf of itself and its subsidiaries, (“Party A”) and _____ (“Party B”). The parties wish to protect and preserve the confidential and/or proprietary nature of information and materials that has/have/heretofore been or may be disclosed or made available to each other in connection with certain discussions, negotiations or dealings between the parties relating to potential business transactions or relationships (the “Purpose”). In consideration of the foregoing and the rights and obligations set forth herein, the parties hereby agree as follows:

1. DEFINITIONS.

“Affiliate” means, with respect to a party, any Person directly or indirectly Controlling, Controlled by or under common Control with, such party.

“Control” of a Person means (i) the direct or indirect ownership of more than 50% of the total voting securities or other evidences of ownership interest of such Person or (ii) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Person” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“Proprietary Information” means any and all information and material (whether disclosed prior to, on or after the Effective Date) disclosed or made available by either party (or its Representatives) hereto (“Discloser”) to the other party hereto (“Recipients”) or obtained by Recipients through inspection or observation of Discloser’s property or facilities (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure or that a receiving party should reasonably know is confidential or proprietary. Proprietary Information, includes, without limitation, any (a) trade secret, technical know-how, invention, algorithm, ideas, software program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, (b) technical, engineering, manufacturing, product, marketing, servicing, financial, delivery route(s), leases (whether written or oral and whether for real or personal property), equipment (including locations of and contracts relating to) and personnel information and materials of, or concerning Discloser and its employees, consultants, investors, Affiliates, licensors, suppliers, vendors, customers, clients and other Persons and (c) the existence of verbal and written discussions between Party A and Party B and the content of such verbal and written discussions between Party A and Party B.

“Representatives” means, with respect to a party, such party’s subsidiaries, Affiliates, directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants and management consultants). The term “Representatives” shall also include its subsidiaries, Affiliates, directors and shareholders/members and any officers, directors, employees, agents or advisors of its Affiliates, shareholders/members or subsidiaries.

2. NON-DISCLOSURE AND LIMITED USE.

Recipients shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party, other than to its Representatives who need to know such information and who are bound by written restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Each Recipient shall be liable for any breach of this Agreement by any of its Representatives. Each Recipient and its Representatives shall not use any Proprietary Information for the benefit of itself (including its parents, subsidiaries, Affiliates or any third party) or for any purpose other than the Purpose. Each Recipient and its Representatives shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Proprietary Information. Neither Recipient nor their respective Representatives shall make any copies of the Proprietary Information unless approved in writing in advance by Discloser. Recipients shall not (and shall not permit their Representatives to) decompile, disassemble or otherwise reverse engineer any Proprietary Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any Proprietary Information or any portion thereof. If the parties agree to enter into or continue a business relationship or other arrangement relating to the Purpose and do not enter into a new confidentiality agreement, the terms and conditions set forth herein shall also apply to any information and/or materials related to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, unless otherwise agreed to by the parties in writing.

3. SCOPE.

The obligations of this Agreement, including the restrictions on disclosure and use, shall not apply with respect to any Proprietary Information to the extent such Proprietary Information: (a) is or becomes publicly known through no act or omission of a Recipient or its Representatives; (b) was rightfully known by a Recipient before receipt from Discloser, as evidenced by Recipient’s contemporaneous written records or as otherwise reasonably demonstrated by the Recipient; (c) becomes rightfully known to a Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Proprietary Information; or (d) is independently developed by a Recipient without the use of or reference to the Proprietary Information of Discloser, as evidenced by a Recipient’s contemporaneous written records or as otherwise reasonably demonstrated by the Recipient. In addition, Recipient may use or disclose Proprietary Information to the extent: (i) approved by Discloser in writing or (ii) Recipient is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser reasonable advance written notice of any such disclosure and shall cooperate with Discloser (at Discloser’s cost and expense



including, without limitation, reasonable attorney's fees and costs) in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information.

4. OWNERSHIP.

All Proprietary Information of a Discloser (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole and exclusive property of such Discloser. Recipients do not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Proprietary Information in accordance with the express provisions of this Agreement. All rights relating to the Proprietary Information that are not expressly granted hereunder to a Recipient are reserved and retained by Discloser. For the avoidance of doubt, any improvements or alterations to a Discloser's Proprietary Information that is/are made, offered or otherwise communicated, whether orally or in writing, by any Recipient shall be and are the sole and exclusive property of Discloser and Recipient is not entitled to and does not retain any right, title, license or other interest in such improvements or alterations.

5. NO REPRESENTATIONS OR WARRANTIES; LIMITATION OF LIABILITY.

No representations or warranties of any kind, whether express or implied, are given by either Discloser with respect to any Proprietary Information or any use thereof, and the Proprietary Information is provided on an "AS IS" basis. Each Discloser and its, parents, subsidiaries, shareholders, members, directors, officers, employees, Affiliates and agents will not have any liability (or legal obligation to any Recipient or its Representatives) arising from any Recipient's and its Representatives use (in compliance with this Agreement) of the Proprietary Information, except as may be later set forth in a definitive transaction agreement.

6. REMEDIES.

Each Recipient agrees that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of the Proprietary Information of each Discloser will cause irreparable harm and significant injury to each Discloser, the extent of which will be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, each Recipient agrees (on behalf of itself and its Representatives) that each Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief (without the need to post bond) enjoining any breach or threatened breach of this Agreement. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

7. RETURN OF MATERIALS.

Upon any termination of discussions or any business relationship between the parties related to the Purpose, or of this Agreement, or at any time at Discloser's request, (a) each Recipients shall promptly return to such Discloser or destroy (and certify in writing to such destruction) all materials (in written, electronic or other form) containing or constituting Proprietary Information of such Discloser, including any copies and extracts thereof, and (b) Recipient shall not use such Proprietary Information in any way for any purpose.



8. NOTICES.

All notices or other communications required or permitted hereunder shall be in writing and shall be delivered personally, by electronic mail, by overnight delivery by a recognized delivery service, or sent by certified, registered or express air mail, postage prepaid, and shall be deemed given when so delivered personally, by electronic mail by overnight delivery by a recognized delivery service, or if mailed, five days after the date of mailing, as follows:

PARTY A

HashCash Consultants LLC
Address: 48015 Purpleleaf ST
Fremont, CA 94539
Email: legal@hashcashconsultants.com

PARTY B

Name: _____
Address: _____

Email: _____

9. TERM.

This Agreement will terminate five (5) years after the date on which a Recipient last received Proprietary Information governed by this Agreement.

10. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of all of the parties. The waiver by either party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of laws provisions. Should legal action arise concerning this Agreement, (i) the parties irrevocably submit to the jurisdiction and venue of the courts of the State of California and the Federal Courts of the United States located in the State of California to litigate and adjudicate such dispute, and (ii) the prevailing party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded. **EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE OR LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.** This Agreement and the rights and obligations



hereunder may not be assigned or delegated by either party, in whole or part, without the prior written consent of the other party provided that Party A may assign this Agreement without Party B's prior written consent in connection with the sale of all or substantially all of Party A's assets and/or in connection with any sale of Party A's business, including but not limited to the sale, transfer and/or assignment of equity or other securities of Party A and/or any other change of control event of Party A. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. The parties are independent contractors, and neither party shall have any authority of any kind to bind the other party in any respect whatsoever. The parties agree that a facsimile of an original signature transmitted to the other party is as effective as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement as of the Effective Date.

The parties have executed this Agreement as of the Effective Date.	
Hashcash Consultants (Party A)	Company (Party B)
By: _____, its <u>Authorized Representative</u>	By: _____, its <u>Authorized Representative</u>
Print Name: _____	Print Name: _____
Date Signed: _____	Date Signed: _____
Mail: 28747 Vista Grande Dr, Hayward, CA 94544	Mail: _____
Email: legal@hashcashconsultants.com	Email: _____
Attention: General Counsel	Attention: _____