

## MUTUAL NONDISCLOSURE AGREEMENT

**THIS MUTUAL NONDISCLOSURE AGREEMENT** (this “*Agreement*”) is entered into as of \_\_\_\_\_, 2021\_, by and between **Tantiv4, Inc.**, a Delaware corporation with address at **830 Hillview Ct #270 Milpitas 95035**, and \_\_\_\_\_, with address at \_\_\_\_\_ (referred to herein together as the “*Parties*” and individually as a “*Party*”).

1. ***Purpose.*** The parties wish to explore a business opportunity of mutual interest and benefit (the “*Purpose*”) and in connection with the Purpose, each Party may disclose to the other Party hereto Confidential Information (as defined below) which the Parties desire to treat as confidential.

2. “***Confidential Information***” as used in this Agreement shall mean any and all technical and non-technical information disclosed by one Party (as such, the “***Disclosing Party***”) to the other Party (as such, the “***Receiving Party***”) that is marked or otherwise identified orally or in writing by the Disclosing Party as confidential or proprietary and shall include, without limitation: product plans, trade secrets, drawings, schematics, works of authorship, inventions, know-how, techniques, processes, design details, specifications, software code, technologies, demos and product samples; and information regarding the Disclosing Party’s business, its internal economics (*i.e.*, pricing and costs), its business plans and strategies, and its relationships with employees, customers, vendors and contractors.

3. Each Party, as a Receiving Party hereunder, agrees that, for a period of five (5) years from the date that the Receiving Party receives or learns of Confidential Information from the Disclosing Party, it will not make use of, reproduce, disseminate, or in any way disclose to any person, firm or business, any Confidential Information of the Disclosing Party, except to the extent necessary for negotiations, discussions, and consultations with personnel or authorized representatives of the Disclosing Party. In addition, the Receiving Party represents and warrants that it will not attempt to decipher, reverse engineer decompile or disassemble any Confidential Information disclosed by the Disclosing Party hereunder, or allow others to do so. This Agreement shall terminate one (1) year after the date hereof; however, the obligations of the respective Parties under this paragraph 3 shall survive as provided for therein.

4. Each Party, as a Receiving Party, agrees that it shall disclose Confidential Information of the Disclosing Party only to those of its employees and contractors who need to know such Confidential Information and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement.

5. Each Party, as a Receiving Party, hereby acknowledges and agrees that the Disclosing Party’s Confidential Information is proprietary to the Disclosing Party and is of great value to the Disclosing Party. Further, each Receiving Party agrees that it shall treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, but no less than a reasonable degree of care necessary to protect such information from disclosure or dissemination to third parties

6. The Receiving Party shall have no obligation under this Agreement with respect to any portion of the Disclosing Party’s Confidential Information that the Receiving Party can, with competent proof, show: (a) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party through no fault of the Receiving Party; (c) was in the Receiving Party’s possession free of any obligation of confidence, at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; or (e) was developed by employees or agents of the Receiving

Party independently of and without any use of or reference to any information communicated to the Receiving Party by the Disclosing Party. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement provided, however, that the Receiving Party shall provide the Disclosing Party with prior written notice of any such disclosure, and shall provide reasonable assistance in obtaining a protective order, and then shall only disclose to the extent required by law.

7. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party and nothing contained herein shall be construed as granting the Receiving Party any rights or licenses with respect to the Confidential Information disclosed or any intellectual property rights thereto. The Receiving Party shall promptly return to the Disclosing Party all documents and any tangible material or medium containing or representing such Confidential Information, upon the termination or expiration of this Agreement, or earlier upon the written request of the Disclosing Party.

8. The Parties shall comply with all applicable export control laws. Without limiting the foregoing, the Receiving Party will not knowingly export or re-export any technology, information, software, product received from the Disclosing Party or the direct products of such technology, information, software, or product, to any country or entity or for any use prohibited by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government unless properly authorized by the U.S. Government. Each Party, as a Disclosing Party, shall clearly and conspicuously label as export controlled any applicable Confidential Information which is export controlled at the time that such Confidential Information is provided to the Receiving Party.

9. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.

10. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

11. The Parties hereby acknowledge and agree that the Parties are exchanging Confidential Information for the Purpose. However, nothing herein shall be deemed to obligate either Party to enter into a formal business relationship with the other Party or enter into any other formal agreement with respect thereto. Further, it is hereby acknowledged and agreed that in the event that the Parties fail to enter into an agreement with respect to such business relationship, neither Party shall have any further obligations to the other Party except as expressly provided in this Agreement with respect to the maintenance of the Disclosing Party's Confidential Information, and with respect to returning any and all such Confidential Information to the Disclosing Party, as provided in this Agreement.

12. This Agreement shall govern all communications made by the Disclosing Party to the Receiving Party. The Receiving Party's obligations under this Agreement shall continue in perpetuity.

13. This Agreement shall be construed in accordance with the laws of the United States and the State of Delaware applicable to agreements executed and wholly performed therein.

14. The Receiving Party acknowledges that a violation of this Agreement could cause irreparable harm to the Disclosing Party for which no adequate remedy at law exists and the Receiving Party therefore agrees that, in addition to any other remedies available, whether at law or in equity, the Disclosing Party shall be entitled to seek a restraining order or preliminary or permanent injunctive relief to enforce the terms of this Agreement. Each party shall bear its own costs towards Arbitration unless otherwise decided by the Arbitral Tribunal. Neither party shall be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement.

15. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any other prior or contemporaneous agreements or understandings, whether written or oral. This Agreement may only be changed by written mutual agreement of authorized representatives of the Parties. If any provision of the Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement.

16. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested and shall be deemed given upon the earlier of the actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either Party may specify in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Nondisclosure Agreement by accepting the Terms and Conditions

---

---

---

---

---