**MUTUAL CONFIDENTIALITY AGREEMENT**

**THIS MUTUAL CONFIDENTIALITY AGREEMENT** (this “***Agreement*”**) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_, by and between **Blockfusion USA, Inc.**,a Delaware corporation and its Affiliates (“***Blockfusion****”*), and **\_\_\_\_\_\_\_\_\_\_**,a \_\_\_\_\_\_\_\_\_\_\_ and its Affiliates (the “***Potential Party***” or “***PP****”*), with reference to the following Recitals. Blockfusion and PP are referred to collectively as “***Parties***” and individually as “***Party,***” and a Party disclosing information under this Agreement is called a “***Disclosing Party***” and a Party receiving information under this Agreement is called a “***Receiving Party***,” with respect to the information disclosed or received by it.

**RECITALS**

 **WHEREAS**, PP and Blockfusion intend to collaborate with respect to a potential transaction (the “***Proposed Transaction***”);

 **WHEREAS**, in order for the Parties to discuss and evaluate the Proposed Transaction, each Party may from time to time disclose to the other Party certain information and/or materials that may constitute Confidential Information (as defined below); and

**WHEREAS**, the Parties have agreed to set forth in this Agreement their mutual understanding and agreements regarding the ownership, handling, control and limited use of any information and/or materials that are subject to this Agreement, for the purpose of evaluating the Proposed Transaction (the “***Limited Purpose***”).

**NOW**, **THEREFORE**, in consideration of the Agreements, covenants and obligations set forth in this Agreement and other good and valuable consideration, the receipt by each Party and sufficiency of which are hereby acknowledged, each Party agrees as follows:

1. Confidential Information:

(a) The term “***Confidential Information***” means all information belonging to the Disclosing Party or its Affiliates, pertaining to the Proposed Transaction, including (but subject to the limitations set forth in this Paragraph 1):

(i) The fact that the Parties are discussing the Proposed Transaction, and the terms, conditions, and status of the discussions and negotiations (or any agreement relating thereto), including without limitation the identities of the Parties and any third parties discussing the Potential Transaction; and

(ii) Any information regarding the business model, financial information, customer data, projections, trade secrets, products, technology, software, firmware, computer programs, related elements of design (including without limitation programming techniques and the construction of knowledge bases), facilities, processes, operations, financial statements, accounting records, audit information, marketing processes and data (including without limitation customer lists, and customer personal information), third party agreements, business strategies of the Parties or their Affiliates, whether that information is of a technical, commercial, or financial nature, whether in oral, written or other visual form, or recorded on tape, diskette, CD, or other media, that a Disclosing Party or its Affiliates disclose, or that a Receiving Party or its Affiliates obtains, during the term of this Agreement.

 (b) Notwithstanding the foregoing, the term “Confidential Information” does not include information that (i) is or becomes part of the public domain other than as a result of a disclosure by either Receiving Party or its Representatives (as defined below) in breach of their respective obligations under this Agreement; (ii) was, is or becomes known to the Receiving Party or its Representatives, without a breach of a restriction or obligation of confidentiality, prior to disclosure by the Disclosing Party; (iii) was, is or becomes known to the Receiving Party or its Representatives from a third party that is, to the knowledge of the Receiving Party, not bound by a confidentiality agreement with the Disclosing Party; (iv) is developed by the Receiving Party or its Affiliates independent of any information that is otherwise Confidential Information of the Disclosing Party; or (v) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party.

 (c) As used in this Agreement, the term “***Affiliate***” means, in relation to either Party, any individual or entity that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Party, with "control" for this purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise, and it being agreed that any individual or entity holding at least forty-nine percent (49%) of the issued and outstanding shares or other voting securities or interests of an entity, directly or indirectly, shall be deemed to control such entity. The obligations herein shall apply to any Confidential Information belonging to any Affiliate or any third party to whom the Receiving Party has an obligation to treat such information as confidential.

 2. Duty of Confidentiality: With respect to Confidential Information disclosed under this Agreement, the Receiving Party shall:

 (a) hold the Confidential Information in confidence, exercising a reasonable degree of care;

 (b) disclose Confidential Information solely to those members, shareholders, officers, directors and employees of the Receiving Party and its Affiliates, and to third party attorneys, accountants, advisors, potential lenders and other financing sources, and consultants, in each case having a need to know related to the Limited Purpose and who are obligated by ethical or similar duties or an agreement with terms concerning disclosure and use at least as restrictive as those herein (all of the foregoing hereinafter referred to collectively as the “***Representatives***”);

 (c) advise those Representatives receiving the Confidential Information of the confidential nature of the Confidential Information and be responsible for any breach of this Agreement by any such Representative who is not bound by a separate obligation of confidentiality to the Receiving Party; and

 (d) use the Confidential Information only in connection with the Limited Purpose.

 3. Protection of Confidential Information

1. Documents, material and information received or obtained by a Receiving Party which constitute Confidential Information hereunder shall be deemed Confidential Information at all times, regardless of the manner of use by the Receiving Party, the nature of dealings between the Parties, or otherwise, and none of the foregoing shall result in the transfer of ownership of, or any license or other interest in, the Confidential Information.
2. The foregoing applies to all Confidential Information, including but not limited to all trade secrets, client lists, business strategies, financial statements, plans and other such Confidential Information.

4. Return/Destruction of Confidential Information: The Confidential Information shall be deemed the property of the Disclosing Party and, upon written request of the Disclosing Party, the Receiving Party will return all Confidential Information received in tangible form to the Disclosing Party or will destroy all such Confidential Information and, upon written request of the Disclosing Party, certify such destruction in writing. The foregoing shall neither prohibit the Receiving Party or any of its Affiliates or Representatives from keeping a copy of any document or file for archival purposes, internal document retention or compliance polices or to otherwise comply with any applicable law, nor require the destruction of electronic files created by automatic computer generated backup systems, provided such documents or files shall remain subject to all terms and conditions of this Agreement for as long as the document or file is retained by the Receiving Party or any of its Affiliates or Representatives.

5. No Other Agreements: Except to the extent otherwise provided in a fully executed and delivered final definitive agreement between the Parties regarding the Proposed Transaction, neither Party will be under any legal obligation of any kind whatsoever with respect to such Proposed Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. Neither this Agreement nor any exchange of information or discussion hereunder shall obligate either Party to enter into any additional discussions or agreements with the other Party. Each Party may reject all proposals and terminate discussions at any time at its election and without liability to the other Party or explanation of the reason for the termination.

 6. No Duty to Disclose/No Warranty: Each Party retains the right, in its sole discretion, to determine whether to disclose its Confidential Information to the other Party, and disclosure of Confidential Information of any nature shall not obligate the Disclosing Party to disclose any further Confidential Information. Except as may be set forth in a definitive agreement regarding the Proposed Transaction, neither Disclosing Party makes any representation or warranty concerning the quality, reliability, completeness or accuracy of the Confidential Information, the non-infringement of trademarks, patents, copyrights, or any other intellectual property right, or with respect to anything contained in any discussions between the Parties. Any conclusions that a Receiving Party or its Affiliates draw from the Confidential Information are at such Receiving Party’s or its Affiliates’ own risk, and except for the matters set forth in this Agreement, neither party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, or any custom, usage of trade, course of dealing or conduct.

 7. Disclosure Required by Law: In the event the Receiving Party or any of its Representatives become compelled by lawful process (such as interrogatories, subpoenas, civil investigative demands, or any law or judicial, administrative or governmental order) to disclose any Confidential Information, the Receiving Party shall (if legally permitted and practicable) provide the Disclosing Party with reasonably prompt written notice so that the Disclosing Party may (at its sole expense) seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the Receiving Party shall furnish only that portion of the Confidential Information that is, in the judgment of its legal counsel, legally required to furnish and shall exercise its commercially reasonable efforts (at the Disclosing Party’s sole cost and expense) to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information. Notwithstanding anything contained herein to the contrary, in the event that the Receiving Party is required to, or its counsel believes it is reasonably necessary to, disclose any Confidential Information in connection with any governmental filings, the Receiving Party shall be entitled to do so and shall furnish a copy of the disclosure to Disclosing Party as and when made.

 8. No License: Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any trademark, patent, copyright, or any other intellectual property right of either Party.

 9. Binding Nature; Assignment: This Agreement shall benefit and be binding upon the Parties hereto and their respective successors and assigns. Neither Party shall have the right to assign this Agreement, or any of the rights, benefits, interests, obligations or liabilities set forth herein, without the prior written consent of the other Party, which may be given or withheld by that Party in its sole and absolute discretion, and any additional assignment in violation of this provision shall be deemed null and void.

10. Relationship of the Parties: It is understood and agreed that in the performance of the Agreement hereunder, each Party is acting as an independent contractor and not as an agent or employee of, or partner, joint venturer or in any other relationship with the other Party. Notwithstanding any provisions to the contrary in this Agreement, no Party shall have the authority or power to bind another Party or to contract in the name of, or create any liability against another Party in any way or for any purpose.

 11. Governing Law: This Agreement shall be governed by and construed in accordance with the local laws of the State of New York exclusive of any rules with respect to conflict of laws.

 12. Term: Except as otherwise provided in Paragraph 4 above, this Agreement and all obligations hereunder shall automatically terminate and be of no further force or effect upon the earlier of (a) two (2) years from the date hereof and (b) the signing of a definitive agreement with respect to the Proposed Transaction; provided that the termination of this Agreement will not limit any rights the Disclosing Party may have under applicable trade secret protection laws.

 13. Remedies: Each Party agrees that the Disclosing Party may be irreparably injured by a breach of this Agreement by the Receiving Party or its Representatives and that the Disclosing Party shall, to the extent permitted by applicable law, be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity. The prevailing party in any litigation regarding this Agreement shall be entitled to recover its reasonable litigation fees, costs, and expenses, including reasonable attorneys’ fees.

 14. Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the Confidential Information to be provided in connection with the Proposed Transaction. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.

 15. Counterparts; Facsimiles: This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile or other electronic signatures to this Agreement (including by portable document format) shall be binding.

 Each Party represents that it has caused this Agreement to be executed on its behalf as of the date first written above by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties have each approved and executed this Agreement on the first date set forth above.

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| **“PP”:****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**a \_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:  | **“Blockfusion”:****BLOCKFUSION USA, INC.**a Delaware corporationBy: Printed Name: Title:  |
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