MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”), dated as of [INSERT DATE], between Coral Technology LLC, a Delaware limited liability company with offices at 16192 Coastal Highway, Lewes, DE 19958 (“**Coral**”), and [INSERT COUNTER PARTY NAME]a [INSERT JURISDITION OF FORMATION] [limited liability company] [corporation], with its principal offices at [INSERT ADDRESS, CITY, STATE ZIP] (collectively with its affiliates, “**Company**”) (both parties hereto collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS, Coral and Company are engaged in discussions regarding a potential business relationship (the “**Relationship**”); and

WHEREAS, a party may request from the other (in such case, the “**Recipient**”) and/or disclose to the other (in such case, the “**Disclosing Party**” or the “**Discloser**”) certain business, financial, technical, and other Confidential Information (as defined below) concerning their respective businesses and affairs that is not available to the public, as well as certain trade secrets.

NOW THEREFORE, in consideration of the above premises the Parties mutually agree as follows:

# Definition. “**Confidential Information**” means any and all information disclosed to, or otherwise acquired or observed by, a Party including its affiliated companies, directors, officers, employees, third-party service provider, consultants and agents (collectively, “**Recipient’s Representatives**”), from the Disclosing Party and its affiliated companies, directors, officers, employees, third-party service provider, consultants and agents relating to the business of the Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, trade secrets, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, copyrighted, protected as a trade secret, tested, or reduced to practice.

# The term “**Confidential Information**” does not include information which (i) becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party; (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; provided that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is and independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be verified by Recipient with written records; provided, however, the foregoing exceptions of (i) through (iv) do not apply to any Confidential Information that is patented, copyrightable, or protected as a trade secret.

# Non-disclosure.

# In consideration for the receipt of Confidential Information, Recipient shall, and shall cause the Recipient Representatives to, hold all Confidential Information of the Discloser in strict confidence.

# In addition, Recipient shall, and shall cause the Recipient Representatives to, hold all Confidential Information of the Discloser and with the same degree of care it uses to keep its own similar information confidential, but it shall use no less than a reasonable degree of care.

# Recipient shall not, and shall cause the Recipient Representatives to not, without the prior written consent of Disclosing Party, disclose any Confidential Information of the Discloser to any person for any reason at any time.

# Notwithstanding the foregoing, Recipient may disclose any of the Discloser’s Confidential Information to its Recipient’s Representatives who actually need such material for the purpose of evaluating the proposed Relationship on the condition that, prior to such disclosure, each such Recipient’s Representative has signed an agreement with, or is otherwise bound by, confidentiality provisions no less stringent than those set forth herein

# . Notwithstanding anything herein to the contrary, neither party or its Representatives may disclose any of other party’s Confidential Information to any competitor of Discloser, without the Discloser’s prior written consent.

# The term “person” as used in this Agreement is to be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

# Use. Recipient shall not, and shall cause the Recipient’s Representatives to not, use any Confidential Information for any reason or purpose other than as necessary in regard to the Relationship. Recipient agrees to, and shall cause the Recipient’s Representatives to, make no other use of the Discloser’s Confidential Information or to incorporate any Discloser’s Confidential Information into any work or product.

# Use of Representatives. With respect to the Recipient’s third-party service provider or consultant, the Recipient shall adhere to the following conditions:

# Prior to allowing its third-party service provider or consultant to have any access to any of the Discloser’s Confidential Information, the Recipient shall first obtain the Discloser’s prior written consent (for which an email is sufficient) to share the Discloser’s Confidential Information with such third-party service provider or consultant. The Discloser may withhold its consent if it reasonably believes that the potential third-party service provider or consultant is a competitor or a potential competitor of the Discloser.

# The Recipient shall be fully responsible for its third-party service provider or consultant complying with the terms of this Agreement.

# For the purposes of this Agreement, the third-party service providers and consultants of the Recipient are to be considered part of Recipient.

# Ownership. Recipient recognizes that all tangible information relating to the Discloser’s Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient’s control. The Recipient does not acquire any right in or title to or license in respect of the Confidential Information disclosed to it by the other Party.

# Compelled Disclosure. In the event that Recipient or any of Recipient’s Representatives is requested or required (by written interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Discloser’s Confidential Information, it is agreed that Recipient or such Recipient’s Representative, as the case may be, shall provide Disclosing Party with prompt written notice of such request so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Recipient or such Recipient’s Representative may furnish that portion (and only that portion) of the Confidential Information that Recipient is legally compelled to disclose and Recipient will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any of the Discloser’s Confidential Information so furnished.

# Return of Confidential Information. Promptly following the earlier of (i) the termination of this Agreement and (ii) the written request of Disclosing Party, Recipient will deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Recipient constituting Confidential Information, together with all copies thereof. In the event of such request, all other documents or other materials constituting Confidential Information, together with all copies thereof in the possession of Recipient, will be destroyed with any such destruction confirmed by Recipient in writing to Disclosing Party. Notwithstanding the foregoing, legal counsel for the Recipient may retain, solely for archival purposes, one copy of all Confidential Information as well as documents, memoranda, notes and other writings prepared based on the Confidential Information. Further, each party and its respective Representatives are entitled to retain copies of any computer files containing the other party’s Confidential Information that have been created pursuant to automatic electronic archiving and backup procedures until such computer files have been deleted in the ordinary course. Any Confidential Information that is not returned or destroyed for whatever reason, including, without limitation, any orally disclosed Confidential Information, remains subject to the confidentiality obligations set forth in this Agreement.

# No Warranties. Neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information.

# No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither has any obligation by virtue of this Agreement to procure any products or services from the other Party. Neither execution nor performance of this Agreement is to be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

# Remedies. Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient or its Representatives and that any such breach would cause Disclosing Party irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.

# Scope; Termination. This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, the Recipient’s and its Representatives’ obligations with respect to each item of the Discloser’s Confidential Information survive until such time as the Confidential Information of the Discloser becomes publicly known and made generally available through no action or inaction of the Recipient or its Representatives; provided, further, the Recipient’s and its Representatives’ obligations with respect to each item of the Discloser’s Confidential Information that is protected as a trade secret will survive until the Discloser no longer protects such information as a trade secret.

# Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the State of New York applicable to agreements entered into and performed wholly within the State of New York, and without regard to its conflict of law principles. The parties hereby agree on behalf of themselves and their respective Representatives that any action arising out of this Agreement is only be brought in the state or federal courts located in the County and State of New York. The parties irrevocably submit to the exclusive jurisdiction and venue of such courts. Each party (a) waives any objection that such party may now or hereafter have (i) to the venue of any such action or proceeding in any such court or (ii) that such action or proceeding was brought in an inconvenient court, and (a) agrees not to plead or claim the same.

# Amendments. This Agreement may only be modified, amended, rescinded or canceled in whole or in part by a written instrument that is signed by the Parties, that references this Agreement and that specifies the provisions that are being modified, amended, rescinded or canceled.

# Severability. If any provision of this Agreement is declared invalid or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement remain in full force and effect in the same manner as if the invalid or illegal provision were not part of the Agreement.

# Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder is to operate as a waiver thereof; no single or partial exercise of any right or remedy hereunder is to preclude any other or exercise thereof. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver.

# Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent is not be unreasonably withheld or delayed; provided, however, this Agreement may be assigned by either party in connection with a change of control, merger, acquisition, roll-up, spin-off, or similar transaction. This Agreement may be executed in several counterparts and via electronic signature exchange, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

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| **[INSERT COUNTER PARTY NAME]**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: | **Coral Technology LLC**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: |