**MUTUAL NONDISCLOSURE AGREEMENT**

This mutual nondisclosure agreement (“**NDA**”) is made and entered into as of the date of the last signature below (the “**Effective Date**”) between Lodestone Technology Ltd. and [Counterparty Name] (each a “**party**” and together, the “**parties**”).

1. **Purpose**. The parties wish to explore a business opportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the receiving party to treat as confidential (the “**Purpose**”).
2. “**Confidential Information**” (a) means information disclosed by a party to the other party under this Agreement that is marked confidential or proprietary or would reasonably be considered confidential under the circumstances; (b) the fact that any such information has been made available, that discussions or negotiations are taking place concerning the Purpose, and any of the terms, conditions or other facts with respect thereof; and (c) excludes any information that (i) is or becomes public, through no fault of the receiving party; (ii) was rightfully acquired by or already known to the receiving party without an existing confidentiality obligation; or (iii) is independently developed by the receiving party without use of the Confidential Information.
3. **Non-use and Nondisclosure**. Each party will only use the other party’s Confidential Information for the Purpose. Each party will not disclose the other party’s Confidential Information to third parties, other than its agents and advisors and only to the extent such agents and advisors are subject to confidentiality obligations and solely for the purpose of advising or assisting with the Purpose. Each party will only share Confidential Information with its own employees if they are bound to confidentiality obligations at least as restrictive as those set forth in this Agreement. A party may disclose the other party’s Confidential Information if required by law so long as the receiving party gives the disclosing party prompt written notice (to the extent permitted by law) of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, samples or other tangible objects that embody the other party’s Confidential Information and that are provided to the party in accordance with this NDA.
4. **Maintenance of Confidentiality**. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and/or unauthorized use of the other party’s Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own confidential information of a similar nature. Each party shall promptly notify the other party of any actual or suspected unauthorized use or disclosure of the other party’s Confidential Information of which it becomes aware.
5. **No Obligation**. Nothing in this NDA will obligate either party to proceed with any transaction between them or contemplated by this NDA.
6. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF THE RECEIVING PARTY.
7. **Return of Materials**. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed (with proof of such destruction), each upon the disclosing party’s written request. Notwithstanding the foregoing, electronic backup copies of Confidential Information may be retained pursuant to bona fide document retention policies not targeted at Confidential Information of the disclosing party.
8. **No License**. Nothing in this NDA is intended to grant any rights to either party in or to the Confidential Information, including without limitation, under any patent, copyright, or other intellectual property right of the other party.
9. **Term**. The term of this NDA shall start on the Effective Date and expire 3 years from that date. Either party may terminate this NDA at any time for any reason. However, each party’s confidentiality obligations shall survive for 3 years after the date of disclosure, in addition to any sections that by their nature should survive.
10. **Remedies**. Each party acknowledges that any violation or threatened violation of this NDA may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. **Miscellaneous**. This NDA will bind and inure to the benefit of the parties and their successors and assigns. This NDA will be governed by the laws of the state of Delaware, without reference to conflict of laws principles and the Courts of such state shall have exclusive jurisdiction. This document contains the entire agreement between the parties with respect to the subject matter of this NDA and supersedes all prior written and oral agreements between the Parties regarding such subject matter. Neither party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this NDA. Any failure to enforce any provision of this NDA will not constitute a waiver of that provision or of any other provision. This NDA may not be amended, nor any obligation waived, except by a writing signed by both parties.

**ACKNOWLEDGED AND AGREED**

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| **Lodestone Technology Ltd** | **[Counterparty Name]** |
| Signature: | Signature: |
| Name: Giles Simcock | Name: |
| Title: Director | Title: |
| Date: | Date: |
| Address: 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE | Address: |