

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of _____ between _____, a _____ company, with its principal place of business at _____ and **DualAuth**, a Republic of South Korea corporation, with an address of Namsung Plaza #1311, 130 Digital-ro, Geumcheon-gu, Seoul 08589 (each a "Party" and together the "Parties") to assure the protection and preservation of the confidential and proprietary nature of information the Parties will disclose or make available to each other.

- 1. Purpose.** The Parties wish to engage in discussions concerning a possible business arrangement, and in connection with such potential arrangement, each Party may disclose to the other certain Confidential Information that the Disclosing Party wishes the Receiving Party to treat as confidential.
- 2. Definition of Confidential Information.** Subject to the exceptions set forth in Section 3, "Confidential Information" means any information or data or tangible specimens disclosed by either Party or its Affiliates to the other, either directly or indirectly, that the Disclosing Party clearly identifies or marks at the time of disclosure as confidential, as well as any information, data, or specimens that, based on the nature or circumstances under which it was disclosed, a reasonable person would believe to be confidential, whether such Confidential Information is disclosed orally, in writing, in electronic media, by inspection of tangible objects, or otherwise. Notwithstanding anything in this Agreement to the contrary, the amount, type and items of Confidential Information disclosed by a Disclosing Party shall be solely within its discretion and it/he may refuse to disclose information if it/he believes that it is not in its/his best interest to do so.
- 3. Exceptions.** The parties' obligations under this Agreement with regard to Confidential Information shall not apply to information that:
 - a. is or becomes publicly known and generally available in the public domain through no act or omission of the Receiving Party;
 - b. is known by the Receiving Party, without confidentiality restrictions, at the time of receiving such information from the Disclosing Party, as shown in its contemporaneous written records;
 - c. is lawfully disclosed to the Receiving Party by a third party without restriction on use or disclosure;
 - d. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown in its contemporaneous written records; or
 - e. is otherwise deemed by the Disclosing Party, in writing, to no longer be confidential.

In addition, if the Receiving Party is required by law, regulation or a valid order of a court or other governmental authority to disclose Confidential Information of the disclosing party, the Receiving Party shall first give prompt written notice to the Disclosing Party of the receipt of any subpoena or other request for such disclosure and shall make a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

- 4. Mutual Obligations.** Each Receiving Party shall maintain the Disclosing Party's Confidential Information in trust and confidence and shall not disclose the Disclosing Party's Confidential Information to any third party, except as provided in Paragraph 5 herein. The Receiving Party will not use or disclose Confidential Information for any purpose other than evaluating and/or executing the contemplated business and investment opportunities (as described in Section 1) unless and until the Disclosing Party authorizes such use or disclosure in writing. The Disclosing Party reserves all rights to the Confidential Information. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the Disclosing Party's Confidential Information provided to the Receiving Party under this Agreement. The Receiving Party shall use its best efforts not to disclose such Confidential Information to any third party, which efforts may be met by providing the same treatment of Confidential Information that the Receiving Party normally affords its own proprietary and confidential information, but in no event less than reasonable care or such higher standard of care as is justified by the facts and circumstances of the disclosure.

- 5. Dissemination of Information.** The Receiving Party agrees to restrict dissemination of Confidential Information to those personnel, representatives or Affiliates of the Receiving Party who require access thereto in order to carry out the purpose described in Section 1 above and who are bound to confidentiality obligations consistent with those in this Agreement. "Affiliate" shall mean a business entity which is majority controlled by, controlling, or under common control with a Party. Each Party under this Agreement shall advise its personnel, representatives or Affiliates who may have access to the Confidential Information of the Disclosing Party of the confidential nature of such information and of their duty to protect it from improper use or disclosure. Each Party will be liable for any improper use or disclosure by any such personnel, representatives or Affiliates. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
- 6. No Restriction on Competition.** The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
- 7. Return of Materials.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. The Receiving Party shall promptly destroy or return all Confidential Information supplied by the Disclosing Party (as well as all copies and reproductions thereof) upon request, and in any event, upon the completion or termination of this Agreement. Notwithstanding the foregoing, each party may retain copies of Confidential Information stored in archival form and not generally available to system users, to the extent such copies are made in the ordinary course of performing routine information technology system backups, and further provided that such copies will be maintained as Confidential Information hereunder and deleted if and to the extent such backups are restored.
- 8. No License.** Neither this Agreement nor any disclosure of Confidential Information under this Agreement grants by implication or otherwise to the Receiving Party any right or license under any trademark, trade secret, copyright or patent now or hereafter owned or controlled by the Disclosing Party. In addition, this Agreement imposes no obligation on either Party to engage in any other business transaction. The Receiving Party will not make derivative works or develop any products based upon Confidential Information, in whole or in part, without the prior written consent of the Disclosing Party. The parties agree that the entry into this Confidentiality Agreement does not create any binding obligation whatsoever on the parties to enter into Definitive Agreements.
- 9. No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION. NEITHER PARTY SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN, OR ANY DECISIONS MADE BY THE RECEIVING PARTY IN RELIANCE ON, ANY CONFIDENTIAL INFORMATION DISCLOSED BY THE OTHER PARTY.
- 10. Termination and Survival.** Either Party may terminate this Agreement at any time upon 10 days' written notice to the other Party. The termination of this Agreement shall not relieve either Party of the obligations imposed by Sections 3, 4, 5, 7 through 14 of this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination and the provisions of those Sections shall survive the termination of this Agreement for a term of three (3) years.
- 11. Remedies.** Each Party hereby acknowledges and agrees that in the event of any breach of this Agreement by the other Party, including, without limitation, the actual or threatened disclosure or unauthorized use of a Disclosing Party's Confidential Information without the prior express written consent of the Disclosing Party, the Disclosing Party will suffer an irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, each Party hereby agrees that the other Party may be entitled to specific performance of or injunctive relief with respect to the Receiving

Party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction, and the Receiving Party expressly waives the defense that a remedy in damages will be adequate. Each Party hereby agrees that the prevailing party in any action to enforce this Agreement shall be entitled to full recovery of its attorney's fees.

- 12. Governing Law.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Seoul, Korea applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Seoul courts located in Seoul shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- 13. Notices.** Each Party shall provide any notices required or permitted under this Agreement to the appropriate representative of the other Party at the address specified above or at such other address as either Party may specify in writing. Such notice shall be deemed given upon personal delivery, or if sent by certified or registered mail, postage prepaid, on the third day after the date of mailing.
- 14. Miscellaneous.** If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the preceding sentence, however, a Party shall have the right to assign this Agreement to an entity that purchases all or substantially all of its assets as a result of a merger, sale of equity interest or otherwise, provided that the acquiring entity agrees in writing to be bound by the terms of this Agreement, and provided that such assignment shall not release the assigning Party from obligations hereunder. This Agreement contains the final, complete and exclusive agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements of the Parties relating to such subject matter. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision of this Agreement. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties. No failures or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement by facsimile, portable document format or other means of electronic transmission (collectively, "PDF") shall constitute effective execution and delivery of this Agreement as to the Parties for all purposes, and signatures of the parties transmitted by PDF shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned, being authorized to bind the respective Parties hereto, have executed this Mutual Nondisclosure Agreement as of the date first written above.

By: _____
Name: _____
Title: _____

DualAuth

By: _____
Name: Jonghyun Woo (John Woo)
Title: CEO