

EARLY ACCESS PROGRAM NON-DISCLOSURE AGREEMENT

This EARLY ACCESS PROGRAM NON-DISCLOSURE AGREEMENT ("**Agreement**") is entered into by and between the participant who registers for the Early Access Program ("**Participant**") and Circle Technology Services, LLC, together with its Affiliates (collectively, "**Circle**"). By opting into the Early Access Program, Participant agrees to be bound by the terms of this Agreement, which shall be effective as of the date of such registration (the "**Effective Date**").

WHEREAS, the parties hereto anticipate that in connection with Participant's participation in the Early Access Program, Circle may disclose to Participant information, data and know-how relating to the business and prospective business of Circle and to existing or potential products, processes and services of Circle; and

WHEREAS, Participant acknowledges that participation in the Early Access Program is expressly conditioned on Participant's agreement to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Scope of Confidential Information.

1.1 "**Confidential Information**" means, subject to the exceptions set forth in Section 1.2 hereof, any information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by Circle to the Participant and that is (i) in tangible form and labeled or marked confidential or proprietary, (ii) if disclosed orally is designated as confidential or proprietary at time of disclosure, or (iii) information that a reasonable person knows or should have known to be confidential or proprietary given the nature of the information and the circumstances surrounding disclosure, including (a) patent and patent applications, (b) trade secrets, (c) information security and compliance information, including third party reports, audit or test results and certifications, and (d) proprietary information, techniques, works of authorship, models, inventions, cloud and software architectural structure, processes, algorithms, software programs and source documents, and formulae related to the current and proposed products and services of Circle, and further including information concerning development, financial information, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, marketing plans, product and service development and release plans, and information Circle provides regarding third parties. For purposes of this Agreement, any information disclosed by an Affiliate of the Circle shall be treated as if disclosed by Circle. "**Affiliate**" shall mean any entity controlling, controlled by, or under common control with a party. "**Early Access Program**" shall mean any the portion of any program under which Circle provides Participants with early access to certain pre-release tools, products, services, features or materials.

1.2 Confidential Information shall not include any information that: (i) is or becomes available to the public other than as a result of disclosure by Participant or its representatives prohibited by this Agreement; (ii) is made available to the Participant by a third party who is lawfully in possession of such information, and who is not in violation of any confidentiality obligation in favor of Circle; (iii) the Participant can show by written record was available to or in possession of the Participant, free of any confidentiality obligation known to the Participant at the time of disclosure or availability, prior to disclosure of such information by Circle; or (iv) is independently developed by the employees or agents of the Participant without the use of Confidential Information provided by Circle. Notwithstanding the foregoing, (i) technical information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the Participant's possession, and (ii) any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Participant's possession, but only if the combination itself and its principle of operation are in the public domain or in the Participant's possession.

2. MNPI. Participant acknowledges that there may be instances in which, Circle's Confidential Information may contain material, non-public information ("**MNPI**") related to it. Participant expressly acknowledges that it is prohibited from using any MNPI in a way that would reasonably be expected to violate any applicable law, including any applicable securities laws. Participant shall take any reasonable action necessary or appropriate to prevent the use by its representatives of any MNPI.

3. Use and Disclosure of Confidential Information.

3.1 The Participant shall only use the Confidential Information (i) internally and (ii) for the purposes of participating in the Early Access Program. The Participant must keep secret and shall never, without the prior written consent of Circle, directly or indirectly, disclose, publish, divulge, furnish or make accessible to anyone all or any portion of the Confidential Information, other than furnishing such Confidential Information to (a) the Participant's employees and consultants, who are required to have access to such Confidential Information in connection with the Early Access Program, and (b) the Participant's professional advisers (e.g., lawyers and accountants), in each case, during the time that the Participant is permitted to retain such Confidential Information hereunder; provided that any and all such employees and consultants are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement. Notwithstanding the foregoing, the Participant shall at all times remain liable for all acts or omissions of its employees, consultants and professional advisers as it pertains to their use of the Confidential Information. The Participant agrees to notify Circle promptly in writing if (a) the Participant becomes aware of any breach of this Agreement with respect to the Confidential Information.

3.2 The Participant shall use at least reasonable care and adequate measures to protect the confidentiality of the Confidential Information and to ensure that any Confidential Information is not disclosed or otherwise made available to other persons or used in violation of this Agreement. Without limiting any of the foregoing, such measures shall be at least the equivalent of measures which the Participant uses to protect the Participant's own confidential and proprietary information, but no less than a reasonable standard of care.

3.3 In the event that the Participant is required by law, subpoena, judicial or administrative order or otherwise, to make any disclosure of any of the Confidential Information, the Participant shall (i) first give written notice of such requirement to Circle (unless Participant is prohibited from doing so by such law, subpoena, judicial or administrative order), (ii) shall permit Circle to intervene in any relevant proceedings to protect its interests in the Confidential Information, and (iii) provide commercially reasonable cooperation and assistance to Circle in seeking to obtain such protection. If Circle fails to obtain a protective order or other appropriate remedy, the Participant will furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

4. Certain Rights and Limitations.

4.1 All Confidential Information, and any copies thereof, shall remain the property of Circle. The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to the Participant. Circle does not grant the Participant any express or implied right to or under Circle's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights, except for the limited rights granted under this Agreement in relation to the Participant's participation in the Early Access Program. Each Party will comply with all applicable laws, including export control laws.

4.2 The Participant shall not reverse-engineer, decompile, or disassemble any software disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Circle. The Participant shall not embody any of the Confidential Information of Circle in any of the Participant's products, processes or services, or duplicate or exploit any of such Confidential Information in the Participant's business, or file any patent application, utility model or design application based upon, derived from, or disclosing any Confidential Information of Circle or otherwise use or copy any of the Confidential Information for any purpose other than for the purpose of participating in the Early Access Program.

4.3 This Agreement imposes no obligations on either party to exchange any Confidential Information or to purchase, sell, license, transfer or otherwise transact in any technology, services or products, or enter into any binding agreement in furtherance of the Early Access Program or otherwise. Nothing in this Agreement shall be construed to restrict either party's use or disclosure of its own Confidential Information.

5. Feedback. Participant may provide Circle suggestions, comments, or other feedback ("**Feedback**") with respect to Circle products or services. Participant agrees that all Feedback is and shall be given entirely voluntarily and that Circle shall be free to use any Feedback provided to it, without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6. Remedies. The parties agree that any violation or threatened violation of this Agreement by the Participant may cause irreparable injury to Circle, entitling Circle to seek injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond required to be posted.

7. Termination. This Agreement shall terminate on the earliest to occur of (i) one year from the Effective Date and (ii) the date of execution of a definitive agreement between the parties. Notwithstanding anything to the contrary herein, the Participant's obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of three (3) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Participant, except for any Confidential Information, which is a trade secret, for which the Participant's obligations shall survive until said Confidential Information is no longer a trade secret. Upon Circle's written request, the Participant agrees to (i) promptly return to Circle or destroy all Confidential Information that are in the possession of Participant and (ii) certify the return or destruction of all such Confidential Information, with the exception that the Participant may maintain one (1) copy of Circle's Confidential Information if (a) required by law or regulation, or (b) retained pursuant to a bona fide and consistently applied document retention policy; provided, further, that in either case, any Confidential Information so retained shall remain subject to the confidentiality obligations of this Agreement.

8. Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF THE PARTICIPANT.

9. Miscellaneous. This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of Delaware governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in Delaware, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied, including any previously executed non-disclosure agreements. Except where expressly indicated otherwise, the words "written" or "in writing" shall include, but not be limited to, written or printed documents, in any format now known or later developed including electronic and facsimile transmissions and computer disks or tapes (whether machine or user readable). If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement, or modification or waiver of any provision herein, shall be effective unless made in writing and agreed to by both parties hereto. Any such amendment, modification, or waiver shall be effective only in the specific instance and for the purpose given. A failure or delay in exercising any right in respect to this Agreement shall not be presumed to operate as a waiver, and a single or partial exercise of any right shall not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. All notices under this Agreement must be in writing, for which electronic communications shall be sufficient. Notices to Circle shall be sent to contracts@circle.com. Notices to the Participant shall be sent to the email address provided by the Participant during event registration, unless and until either party provides written notice of their updated address.