

COINBASE, INC.

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**"), effective November 10, 2014 ("**Effective Date**"), is entered into by and between Coinbase Global, Inc., a Delaware corporation with an address at [REDACTED] San Francisco, CA 94104-5401 ("**Coinbase**") and Blockchain Capital LLC ("**Investor**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**"). In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. PURPOSE

The Parties wish to explore a business opportunity of mutual interest (the "**Opportunity**"), and in connection with the Opportunity, each Party has disclosed, and may further disclose (such disclosing Party, the "**Provider**") to the other Party (such receiving Party, the "**Recipient**") certain confidential technical and business information that the Provider desires the Recipient to treat as confidential.

2. CONFIDENTIAL INFORMATION

A. Definition. "**Confidential Information**" means any information disclosed by Provider to Recipient, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware configuration information, marketing and finance documents, prototypes, samples and data sets), which derives economic value, actual or potential, from not being generally known to or readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, or other information which should reasonably be expected to be held confidential, in all cases whether or not designated as "confidential" at the time of disclosure. Confidential Information may also include information of a third party that is in Provider's possession and is disclosed to Recipient under this Agreement.

B. Exceptions. Confidential Information shall not, however, include any information that Recipient can establish (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to Recipient by Provider; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to Recipient by Provider through no action or inaction of Recipient; (iii) is in the rightful possession of Recipient without confidentiality obligations at the time of disclosure by Provider to Recipient as shown by Recipient's then-contemporaneous written files and records kept in the ordinary course of business; or (iv) is independently developed by the employees or agents of the Recipient without the use of Confidential Information provided by the Provider as can be demonstrated by competent evidence.

C. Compelled Disclosure. If Recipient becomes legally compelled to disclose any Confidential Information, Recipient will provide Provider prompt written notice of such disclosure and will assist Provider in seeking a protective order or another appropriate remedy. If Provider waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient 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.

3. NONUSE AND NONDISCLOSURE

Recipient shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity. Recipient shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without Provider's prior written consent. Recipient shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, except that Recipient may disclose Confidential Information to those employees of Recipient who are required to have the information in order for Recipient to evaluate or engage in discussions concerning the Opportunity, provided that such employee has signed a nonuse and nondisclosure agreement in content at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such employee. Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information.

4. MAINTENANCE OF CONFIDENTIALITY

Recipient shall take reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures it employs to protect its own confidential information. Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by Provider. Recipient shall reproduce Provider's proprietary rights notices on any such authorized copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Provider of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

5. NO OBLIGATION

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own Confidential Information.

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 ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECIPIENT.

7. RETURN OF MATERIALS

All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of Recipient shall be and remain the property of Provider and shall be promptly returned to Provider or destroyed (with proof of such destruction), each upon Provider's request; provided, however, notwithstanding the foregoing, legal counsel for the Recipient may, in its sole

discretion, retain one (1) copy of Confidential Information in counsel's sole custody to preserve a record of the same.

8. NO LICENSE

Nothing in this Agreement is intended to grant any rights to Recipient under any intellectual property right of Provider, nor shall this Agreement grant Recipient any rights in or to the Confidential Information except as expressly set forth in this Agreement.

9. TERM

This Agreement shall be in force and effect for a period of three (3) years commencing on the date hereof. The foregoing notwithstanding, the obligations of confidentiality hereunder with respect to all Confidential Information shall survive and shall be binding upon the Recipient until such time as all Confidential Information disclosed hereunder qualifies as any of the exceptions to Confidential Information set forth in **Section 2.B** through no action or inaction of Recipient.

10. REMEDIES

The parties agree that any violation or threatened violation of this Agreement by a Recipient will cause irreparable injury to Provider, entitling Provider 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.

11. MISCELLANEOUS

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns; except that neither Party may assign or otherwise transfer this Agreement, by operation of law or otherwise, without prior written consent of the other Party. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any controversy, claim or dispute arising out of or otherwise relating to this Agreement or any breach thereof, including the scope of this arbitration clause shall be settled by binding arbitration. The place of arbitration shall be San Francisco, California. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto. This Agreement contains the entire agreement between the Parties with respect to the Opportunity and supersedes all prior written and oral agreements between the Parties regarding the Opportunity. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by e-mail or facsimile

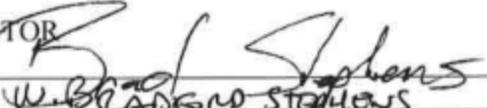
transmission, and e-mail or facsimile copies of executed signature pages shall be binding as originals.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

COINBASE GLOBAL, INC.

By: 
Name: Fred Ehrsam
Title: Co-founder

INVESTOR

By: 
Name: W. BRADFORD STOKES
Title: MANAGING PARTNER