

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into between Amperity, Inc. (together with its Affiliates, "**Amperity**") and **COUNTERPARTY** identified below, (together with its Affiliates, "**Counterparty**") as of the date of the last signature below (the "**Effective Date**"), to protect the confidentiality of certain confidential information of Amperity or of Counterparty to be disclosed under this Agreement solely for use in evaluating a potential business relationship between the parties (the "**Permitted Use**"). Amperity and Counterparty may be referred to herein individually as a "**Party**" and collectively as the "**Parties**." For the purposes of this Agreement, an "**Affiliate**" shall mean any entity directly controlled by a Party where "control" "controlled by" or "controlling" means an ownership, voting, or similar interest representing 50% or more of the total interests then outstanding of the pertinent entity. A Party shall be liable for any breach of the terms of this Agreement by any of its Affiliates.

1. As used herein, the "**Confidential Information**" of a Party will mean, subject to Section 2, any and all technical and non-technical information disclosed by such Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, hardware, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party. The Receiving Party will have an obligation to protect such Confidential Information disclosed to it (i) if it is clearly and conspicuously marked as "confidential" or with a similar designation; (ii) if it is identified by the Disclosing Party as confidential and/or proprietary before, during, or promptly after presentation or communication; or (iii) if it is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used.

2. Except as explicitly provided herein, the Receiving Party will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except with the prior written approval of the Disclosing Party, and will use the Confidential Information of the Disclosing Party for the Permitted Use and for no other purpose. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature and sensitivity, but no less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to

only those of the Receiving Party's employees or authorized representatives having a need to know and who have signed confidentiality agreements containing or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein, and the Receiving Party shall be liable to the Disclosing Party for any violation of this Agreement by such party with whom it shared Confidential Information.

3. The Receiving Party will not have any obligations under this Agreement with respect to the Confidential Information of the Disclosing Party that the Receiving Party can demonstrate with competent evidence that such Confidential Information: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party other than as a result of a violation of this Agreement by the Receiving Party; (c) was in or came into the Receiving Party's possession on a non-confidential basis at the time it was disclosed to the Receiving Party; or (d) was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party in the event that such disclosure is required by a valid order of a court or other governmental body having jurisdiction, provided that, to the extent legally permissible, the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining (at the Disclosing Party's expense), a protective order preventing or limiting the disclosure of Confidential Information. In any event, the Receiving Party shall make such disclosure only to the extent required and shall use reasonable efforts to ensure that confidential treatment is afforded to any Confidential Information so disclosed.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party and shall reasonably cooperate with Disclosing Party to mitigate any potential damage resulting from such loss or unauthorized disclosure.

6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof and, upon written request of the Disclosing Party, and confirm such destruction in writing (email permitted).

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor

the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement will terminate on the earlier of: (a) two (2) years after the Effective Date, (b) the date that the parties enter into a formal binding agreement that contains confidentiality provisions, or (c) upon thirty (30) days written notice of termination by one Party to the other Party.

10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Washington, without giving effect to any conflicts of laws principles that require the application of the law of a different state. This Agreement may not be amended except by a writing signed by both Parties.

12. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

15. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written

consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon successors and assignees.

16. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

17. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

18. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Mutual Non-Disclosure Agreement to be executed as of the Effective Date.

Amperity, Inc. signed by:

By: Wade Foley
Name: wade Foley VP, Legal
Date: 10/13/2022

Address: 701 5th Avenue, Suite 2600, Seattle, WA 98104

_____ (Counterparty)

By: _____
Name: _____
Date: _____
Address: _____