

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") is entered into upon its mutual execution (the "**Effective Date**") by and between Opendoor Labs Inc., a Delaware corporation (together with its parent, subsidiaries and affiliates, "**Opendoor**"), and the entity signing below ("**Company**") (each referred to hereunder individually as a "**Party**" and collectively as the "**Parties**" as context requires). Opendoor and Company agree as follows:

- Purpose.** The Parties wish to conduct discussions regarding a prospective business opportunity of mutual interest (the "**Purpose**") and, in connection with the Purpose, each Party may disclose to the other certain confidential technical and business information which the disclosing Party ("**Discloser**") desires the receiving Party ("**Recipient**") to treat as confidential.
- Definition.** For purposes of this Agreement, "**Confidential Information**" means all technical and non-technical information disclosed by the Discloser to the Recipient, either directly or indirectly, whether in written, oral, or graphical form that should reasonably be understood by the Recipient, due to legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary or confidential to the Discloser, including, but not limited to, product information, plans, pricing information, financial information, forecasts, marketing plans, business strategies, customer or employee information, trade secrets, know-how, data, research and development, software (including codes and designs) and hardware, APIs, specifications, designs, proprietary formulae and algorithms, and the terms and conditions of this Agreement.
- Protection of Confidential Information.** The Recipient will: (a) hold the Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its directors, officers, employees, advisors, or agents (in each case who actually receive Confidential Information from or on behalf of Recipient, its "**Representatives**") with a need-to-know such information solely for the Purpose; and (c) use such Confidential Information solely for the Purpose except as otherwise specified in writing by the Discloser following the date of this Agreement. The term "Representatives" shall also include Recipient's current and prospective financing sources who actually receive Confidential Information from Recipient on a need-to-know basis. The Recipient agrees that (i) its Representatives shall be bound by confidentiality obligations substantially similar to those set forth hereunder; (ii) Recipient shall be responsible for the observance of this Agreement by its Representatives; and (iii) any Confidential Information shall be handled with at least the same degree of care which it applies to its own confidential information, but in no event, less than a reasonable degree of care. The Recipient understands that the Discloser's Confidential Information shall remain the Discloser's property. Neither Party shall use the name, logo, or trademark of the other Party or otherwise publicize the relationship between the Parties for any reason without the prior written consent of the other Party.
- Exceptions.** The restrictions in Section 3 will not apply to that portion of Confidential Information which (a) was publicly known at the time of disclosure or became publicly available after disclosure to the Recipient without breach of this Agreement; (b) was lawfully received by the Recipient from a third party without such restrictions; (c) was known to the Recipient or its Representatives without such restrictions prior to its receipt from Opendoor; or (d) was independently developed by the Recipient without access to or use of the Confidential Information of the Discloser. The Recipient may disclose Confidential Information pursuant to (A) any statutory or regulatory authority or court order, provided that: (i) to the extent legally permissible, the Recipient gives the Discloser prior written notice of such requirement, (ii) the scope of such disclosure is limited to that which is legally required, and (iii) the Recipient reasonably cooperates with the Discloser, at the Discloser's sole expense, in the Discloser's efforts to ensure that the Confidential Information will be subject to a protective order or other legally available means of protection, and (B) any statutory or regulatory audit, examination, investigation, or general inquiry, so long as such audit, examination, investigation or inquiry does not target Discloser, the Purpose, or the Confidential

Information, and, to the extent Confidential Information is disclosed, Recipient or its Representatives, as applicable, inform any such authority of the confidential nature of the information disclosed to them.

5. **Notice of Disclosure.** The Recipient shall promptly notify the Discloser of any material misuse, misappropriation, or unauthorized disclosure of Discloser's Confidential Information which may come to the Recipient's attention; provided that such notice shall not, by itself, constitute an admission of wrongdoing.
6. **Return of Materials.** Upon written request of the Discloser at any time or within ten (10) days of termination of this Agreement, all copies of Confidential Information in the possession of the Recipient or its Representatives will be returned to the Discloser or promptly destroyed with a written statement of compliance by a duly authorized officer and/or person authorized to make such a statement. Notwithstanding the foregoing, the Recipient and its Representatives may retain such copies (a) to the extent Confidential Information is included in any notes that document a decision not to proceed with a transaction with another party, or otherwise to cease discussions or negotiations with another party, including any document prepared for its senior management, board of directors, or other committees regarding any potential transaction; (b) as are required by applicable law, regulation, or legal process, (c) to comply with internal compliance, disaster recovery or document retention policies, or (d) stored within computer files as a result of automated back-up procedures; provided that any Confidential Information so retained shall be held by the Recipient and its Representatives subject to the terms of this Agreement.
7. **No Obligation or Rights Granted.** Neither Party is required to disclose any particular information to the other and any disclosure pursuant to this Agreement is entirely voluntary and does not, in itself: (a) create warranties or representations of any kind; (b) create a commitment as to any product, service, or prospective business relationship; (c) constitute solicitation of any business or the incurring of any obligation not specified herein; or (d) constitute a license or transfer of ownership under any intellectual property rights of the Discloser's Confidential Information.
8. **No Representations Made.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.
9. **Term.** This Agreement is effective as of the Effective Date and shall continue in full force and effect for a period of two (2) years from the Effective Date; provided, that, either Party may terminate this Agreement at any time upon thirty (30) days' written notice. However, the Recipient's confidentiality and use obligations hereunder with respect to each item of Confidential Information shall continue for a period of five (5) years from the date of disclosure thereof, except for Discloser's trade secrets which shall remain Confidential Information so long as such information constitutes a trade secret.
10. **No Restrictions.** This Agreement is not intended to limit or preclude the Recipient or any of its affiliates (a) from carrying on any business with, or from providing services to, any person, including without limitation, any supplier or customer of the Discloser, or any other person which may have interests different than or adverse to the Discloser or (b) from carrying on its business as currently conducted or as such business may be conducted in the future, in each case, to the extent not in violation of the terms of this Agreement.
11. **Independent Development.** Nothing in this Agreement will be construed as a representation or agreement that the Recipient cannot or will not develop (or have developed for it) products, services, concepts, ideas, systems, or techniques that are similar to or compete with the products, services, concepts, ideas, systems, or techniques contemplated by or embodied in the Confidential Information; provided the Recipient will not use Discloser's Confidential Information in violation of this Agreement.
12. **Residual Information.** Notwithstanding any other provision of this Agreement, the Recipient shall have the right, at any time during or after the term of this Agreement, to disclose or use Residual Information for any

purpose in its business, provided that the Recipient does not, and does not permit its Representatives to, breach its confidentiality obligations under this Agreement in using such Residual Information. For purposes of this Agreement, the term “**Residual Information**” means any Confidential Information in intangible form (including, without limitation, ideas, concepts, know-how or techniques) that is retained in the unaided memory of the Recipient’s Representatives who use or have access to such Confidential Information. The Recipient shall have no obligation to limit or restrict the work assignments of any of its Representatives or to pay the Discloser any royalties for any work product developed in reliance on or through the use of, in whole or in part, any Residual Information, provided, however, that this Section 14 shall not be deemed to grant to the Recipient any right, title or interest (including, without limitation, any intellectual property rights) in or to any Confidential Information.

13. **Amendment & Assignment.** This Agreement cannot be delegated, assigned, amended, or modified except by the written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned.
14. **Waiver.** No failure or delay in enforcing any provisions of this Agreement shall constitute a waiver thereof or of any other provision.
15. **Severability.** In the event that any portion of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
16. **Governing Law.** This Agreement shall be governed by and construed using California law, without giving effect to its conflict of law provisions, choice of law principles, or to constructive presumptions favoring either Party. All actions arising out of or relating to this Agreement will be heard and determined exclusively by the state or federal courts located in San Francisco, California, and the Parties waive all objections to the exercise of personal and/or subject matter jurisdiction in such courts and agree to waive any argument or assertion challenging venue or inconvenient forum.
17. **Notices.** All notices, requests, and other communications called for by this Agreement shall be in writing and shall be delivered by registered or certified mail, return receipt requested; by overnight courier; or transmitted by email, and will be deemed to have been given immediately if made by email to the email address below once acknowledged by the other Party, or on the date that such notice is delivered if to the physical address provided in this Agreement with a copy to its Legal Department, or to such other addresses as either Party may specify to the other in writing. Notice by any other means will be deemed made when actually received by the Party to which notice is provided.
18. **Remedies.** Each Party acknowledges that a breach of this Agreement would result in irreparable damages to the Discloser that would be difficult to calculate and for which there may be no adequate remedy at law. Therefore, each Party shall be entitled to seek equitable relief to prevent or stop unauthorized use or disclosure of its Confidential Information in addition to other remedies that it may have.
19. **Material, Non-Public Information.** Company confirms that it is aware of the applicability of United States federal and state securities laws to the use of material, non-public information, specifically as it relates to trading in securities, loans, derivatives or other financial instruments of Opendoor Technologies Inc. (“**Subject Securities**”) and agrees (a) to comply with such rules and related regulations and (b) not to trade or effect any other transaction in any Subject Securities to which the Confidential Information may be material or price sensitive, or advise or make recommendations to others to do so. These restrictions will continue until the Confidential Information is made public or is no longer material or price sensitive.
20. **Entire Agreement.** This Agreement supersedes (a) all prior agreements between the Parties regarding the Confidential Information and (b) the terms of access to any applicable electronic data room.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall comprise but a single instrument. A signature delivered by facsimile, email, or by valid signature platform (e.g., DocuSign) shall be deemed to be an original.

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

OPENDOOR LABS INC.

COMPANY [fill in legal name below]:

By: _____

Name: _____

By: _____

Title: _____

Name: _____

Date: _____

Title: _____

Date: _____

Notice Information:

Notice Information:

Email: legal@opendoor.com

Email:

Address:

Address:

410 N. Scottsdale Rd., Suite 1600

Tempe, AZ 85281

Attn: Legal Department

Attn: