

## MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this “**Agreement**”), effective as of the date identified on the signature block below (“**Effective Date**”), is entered into by and between BigID Inc., a Delaware corporation maintaining an office at 379 West Broadway, FL 2, New York, NY 10012 (“**BigID**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation having an address at \_\_\_\_\_ (“**Company**” together with BigID, the “**Parties**” and each individually, a “**Party**”).

WHEREAS, the Parties desire to share certain information during the Term of this Agreement that is non-public, confidential or proprietary in nature with respect to the exploration of a potential business opportunity of mutual interest (the “**Purpose**”).

NOW, THEREFORE, in consideration of, and as a condition to, continuing discussions concerning the Purpose and exchanging Confidential Information, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information. Except as set forth in Section 2, “**Confidential Information**” means all non-public, confidential or proprietary information disclosed in connection with the Purpose by or on behalf of either Party or its affiliates (“**Discloser**”) to the other Party (“**Recipient**”) or its affiliates, or to any of such Recipient's or affiliates' employees, officers, directors, partners, contractors, shareholders, agents, attorneys, accountants, or advisors (collectively, “**Representatives**”), in any form or medium (whether oral, written, electronic, visual or other) which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure including, without limitation, the existence and terms of this Agreement and information relating to the business, operations, finances, technology, product plans, products, services, markets, software, user interfaces, dashboards, screens, templates, data, inventions, trade secrets, know-how, discoveries, processes, methodologies, designs, drawings, formulations, specifications, documentation, product configuration information, research and development initiatives and information, marketing and finance documents, pricing, customers, partners and suppliers, any third-party confidential information included with, or incorporated in, any information provided by Discloser to Recipient or its Representatives, and all copies, extracts, analyses, summaries, and other materials prepared by or for Recipient or its Representatives that contain, are based on, or otherwise reflect, in whole or in part, any of the foregoing.

2. Exceptions to Confidential Information. Confidential Information shall not include any information to the extent that it: (i) is or becomes publicly known or made generally available to the public without a breach of this Agreement by Recipient or its Representatives; (ii) is already rightfully known to Recipient at the time of disclosure by Discloser as established by documentary evidence; (iii) is obtained by Recipient from a third party without a duty of confidentiality and without a breach of such third party's obligations of confidentiality to Discloser; or (iv) is independently developed by Recipient without reference to, use of, or benefit from, in whole or in part, any of the of Discloser's Confidential Information, as established by documentary evidence; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

3. Non-Disclosure. Recipient shall prevent the unauthorized use and disclosure of Discloser's Confidential Information during the Term of this Agreement and for the duration of the Confidentiality Period thereafter by (a) using the same degree of care with the Confidential Information that it uses to protect the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable care; (b) using Discloser's Confidential Information only in connection with the Purpose; and (c) maintaining reasonable and appropriate security procedures and practices to protect Discloser's Confidential Information from unauthorized use, disclosure or access. Recipient shall not disclose any of Discloser's Confidential Information to any person or entity except to Recipient's Representatives who (x) need to know the Confidential Information to assist Recipient, or act on its behalf, in furtherance of the Purpose or to exercise Recipient's rights under this Agreement; (y) are informed by Recipient of the confidential nature of the Confidential Information; and (z) are legally bound to Recipient by obligations of confidentiality that are no less restrictive than the terms and conditions of this Agreement. Recipient shall be responsible for any breach of this Agreement by it or its Representatives and shall promptly notify Discloser of any unauthorized use, disclosure or access of Discloser's Confidential Information of which Recipient or its Representatives becomes aware.

4. Use Restrictions. Recipient and its Representatives shall not (a) use Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to Discloser's detriment including, without limitation, to design around Discloser's proprietary services, products, and/or confidential intellectual property; (b) modify, create derivative works of, reverse engineer, disassemble, decompile, or attempt to derive the source code of any software or technical materials provided to Recipient under this Agreement; (c) publish or disclose to any third

party any performance or benchmark tests or analyses relating to Discloser's products or software or the use thereof; and (d) use Discloser's products or software to develop competing products or software.

5. Compelled Disclosure. If Recipient or any of its Representatives is required by applicable law, rule or regulation (including the listing requirements of any applicable securities exchange), the terms of a subpoena or order issued by a court or governmental, regulatory or administrative authority, agency or body of competent jurisdiction, or other legal process (collectively, a "**Legal Requirement**") to disclose any of Discloser's Confidential Information, Recipient shall, to the extent legally permitted, give Discloser prompt written notice of such Legal Requirement so that Discloser may seek a protective order or other appropriate remedy, and Recipient will provide reasonable assistance, at Discloser's expense, in opposing such disclosure or seeking such protective order or other remedy. If such protective order or other remedy is not obtained, or Discloser waives its right to seek such an order or remedy, Recipient (or its Representatives that are subject to such Legal Requirement) may disclose that portion of the Confidential Information which, on the advice of legal counsel, Recipient (or such Representative) is required to disclose and, upon request, shall use commercially reasonable efforts, at Discloser's expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

6. Warranty; Disclaimer. Discloser represents and warrants to Recipient that it has the right to disclose the Confidential Information to the Recipient. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", "WITH ALL FAULTS" AND DISCLOSER MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, INFORMATIONAL CONTENT OR PERFORMANCE OF ANY OF DISCLOSER'S CONFIDENTIAL INFORMATION, AND DISCLOSER SHALL HAVE NO LIABILITY OF ANY KIND RESULTING FROM THE USE OF DISCLOSER'S CONFIDENTIAL INFORMATION OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

7. No License; Ownership. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. This Agreement is neither intended, nor shall it grant, any rights to Recipient in or to the Confidential Information of Discloser, except as expressly set forth in this Agreement in connection with the Purpose. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Recipient or any of its Representatives.

8. Term and Termination; Survival. This Agreement shall continue for two (2) years from the Effective Date; provided, that, either Party may terminate this Agreement at any time by providing written notice to the other Party (the "**Term**"). Each Party's rights and obligations hereunder with respect to Confidential Information disclosed during the Term shall survive: (a) for three (3) years after the Term; and (b) with respect to any information that is a trade secret, for so long as such information qualifies as a trade secret under applicable law (collectively, the "**Confidentiality Period**").

9. Return or Destruction of Confidential Information. Upon Discloser's written request, any Confidential Information furnished by Discloser to Recipient will be promptly returned or destroyed by Recipient and its Representatives as per the request of Discloser and such destruction shall be confirmed in writing to Discloser. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information: (a) as are reasonably necessary to comply with any laws, regulations or professional standards or Recipient's established document retention policies; or (b) that are maintained as archive copies on Recipient's disaster recovery and/or information technology backup systems; provided, that, neither Recipient nor its Representatives shall use such Confidential Information from its or their respective disaster recovery and/or information technology backup systems. Recipient shall continue to be bound by the terms and conditions of this Agreement for the Confidentiality Period with respect to any such Confidential Information retained pursuant to this Section 9.

10. Relationship; No Other Obligation. This Agreement does not create any agency, partnership or business relationship between the Parties. Nothing in this Agreement shall obligate either Party to disclose any information to the other Party or enter into any business or contractual relationship, transaction or other agreement in connection with the Purpose or otherwise. Either Party may at any time, in its sole discretion, with or without cause, terminate discussions and negotiations with the other Party in connection with the Purpose or otherwise or refuse to accept any information from the other Party or its Representatives.

11. Notices. Any notice or other communication under this Agreement given by a Party to the other Party will be in writing and will be effective upon delivery as follows: (i) if to Company, (a) when delivered via registered mail, return receipt requested, (or, for international mailings, its equivalent to the extent available) to the address provided by Company in this Agreement; or (b) when sent via email, to the email address through which Company has communicated with BigID; and (ii) if to BigID, when sent via registered mail, return receipt requested, (or, for international mailings, its equivalent to the extent available) to the address stated above with a copy sent via email to BigID at Legal@bigid.com, attention: Legal Department.

12. Governing Law and Disputes. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the state courts located in New York County, New York and the federal courts located in the Southern District of New York, and each Party hereby consents to the personal jurisdiction thereof.

13. Remedies. The Parties agree that any violation or threatened violation of this Agreement by Recipient or its Representatives would cause Discloser irreparable harm for which its remedies at law will be inadequate. Therefore, in addition to any other rights it may have at law, Discloser may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach by Recipient or its Representatives.

14. Evaluation. If Company elects to conduct a proof-of-concept or other evaluation of BigID's software in connection with the Purpose, the Software Evaluation Agreement at <https://www.bigid.com/legal-resources/> shall govern the evaluation unless Company and BigID sign a separate agreement covering such evaluation.

15. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party; except that either Party may assign this Agreement without consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided that the assigning Party provides prior written notice to the other Party of any such assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. This Agreement contains the entire agreement between the Parties with respect to the Purpose and supersedes all prior written and oral agreements between the Parties regarding the Purpose. If a court or other body of competent jurisdiction finds 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 shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement and any notices pursuant hereto may be delivered by electronic transmission (including via email), and electronic copies of executed signature pages (including PDF copies) shall be binding as originals.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BIGID INC.:**

**COMPANY:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Greg Wharton

Name: \_\_\_\_\_

Title: General Counsel

Title: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_