

How to Execute This Mutual Non-Disclosure Agreement ("NDA"):

1. This NDA has been pre-signed on behalf of ThirdPartyTrust, LLC ("TPT").
2. To complete this NDA, Counterparty must complete the information in the signature box and sign.
3. Send the signed NDA to TPT by email contracts@bitsight.com.
4. Upon the receipt of the validly completed NDA to the above email address, this NDA will become legally binding.

MUTUAL NON-DISCLOSURE AGREEMENT

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is made by and between the undersigned ("Counterparty") and ThirdPartyTrust, LLC ("TPT") and shall be made effective when the Counterparty executes this Agreement. In consideration of the mutual promises herein, the parties hereto agree as follows:

1. Scope of Confidential Information. "Confidential Information" means any information or data, regardless of whether it is in tangible form or marked as confidential, that is made available by a party hereto or any of its affiliates (the "Discloser") to the other party hereto or any of its affiliates (the "Receiver") (Discloser and Receiver shall also include such party's Representatives as defined below) and is related to the Discloser's business processes, plans, methodologies, technology, specifications, developments, current and prospective products, services, customers, partners and suppliers, formulas, computer programs, databases, mask works, technical drawings, schematics, algorithms, trade secrets, patents, patent applications, layouts, Representatives, know-how, designs, interfaces, materials, ideas, inventions (whether patentable or not), forecasts, strategies and any information which a person using reasonable judgment should believe to be confidential or proprietary in nature, shall be deemed Confidential Information of the Discloser. Confidential Information shall not include information that: (a) is or becomes available to the public other than as a result of disclosure by the Receiver; (b) is made available to the Receiver by a third party; (c) was in possession of the Receiver prior to disclosure by the Discloser; or (d) is independently developed by the Receiver without use of the Discloser's Confidential Information.

2. Use and Disclosure of Confidential Information.

2.1 TPT may only use the Confidential Information of Counterparty for the purpose of providing it within the TPT service to customers and potential customers of TPT that are also current or prospective customers of Counterparty, and Counterparty may only use TPT Confidential Information for the purpose of evaluating a business relationship with TPT (the "Permitted Purpose") and each party shall not reverse-engineer, decompile, or disassemble any software, service or Confidential Information disclosed to it under this Agreement. With the exception of customers and potential customers of TPT that are also current or prospective customers of Counterparty, each party shall not, without the prior written consent of the other party make accessible the Confidential Information to anyone, other than to the Receiver's employees, officers, directors, advisers (e.g., lawyers and accountants), partners, or consultants (collectively, the "Representatives") who are required to have access to such information in connection with the Permitted Purpose; provided that such Representatives are subject to confidentiality obligations no less stringent than the ones provided for herein.

2.2 The Receiver shall use reasonable care to protect the Confidential Information of the Discloser.

2.3 If the Receiver is required by law to disclose Confidential Information of the Discloser, the Receiver agrees to provide written notice (if legally permitted) and cooperate with the Discloser so the Discloser may intervene to obtain a protective order or other remedy.

3. Rights and Limitations. All Confidential Information shall remain the property of the Discloser. No express or implied right, title or interest to or under the Discloser's patents, copyrights, trademarks, trade secret information or other proprietary rights is transferred to the Receiver. The Receiver shall not remove or alter any notices from any Confidential Information it obtains from the Discloser.

4. Remedies. The Receiver acknowledges that a breach by it of any of the terms of this Agreement could cause irreparable harm for which the Discloser could not be adequately compensated by money damages and that, in addition to all other remedies available at law, the Discloser shall be entitled to seek injunctive relief, including, but not limited to, specific performance.

5. Termination. This Agreement shall remain in effect for a period of two (2) years beginning from the effective date hereof, unless it is terminated by either party with prior written notice to the other party at the address set forth below (as updated by a party from time to time). The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination. Upon the Discloser's written request, the Receiver agrees to use reasonable efforts to promptly destroy or delete all of the Discloser's Confidential Information in its possession.

6. Defend Trade Secrets Act of 2016. The parties acknowledge receipt of the following notice under 18 U.S.C § 1833(b)(1): "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

7. Miscellaneous. This Agreement does not create any agency relationship or any obligation to exchange any Confidential Information. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, 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 the Commonwealth of Massachusetts. This Agreement contains the complete agreement of the parties with respect to the Permitted Purpose and supersedes all prior agreements; provided, however, the Parties hereby agree that the Master Subscription Agreement ("MSA") agreed to by Counterparty shall remain in full force and effect and in the event of a conflict between this Agreement and the MSA the MSA shall govern. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement. No amendment, alteration or waiver shall be effective unless made in writing by both parties. A failure or delay in exercising any right shall not be presumed to operate as a waiver and shall not be presumed to preclude any subsequent exercise of that right or any other right.


[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories as of the date set forth last below.

COUNTERPARTY NAME:

THIRDPARTYTRUST, LLC

Signed: _____

Signed:  _____

Name: _____

Name: 0DE8CDF53051450...
Vanessa Jankowski _____

Title: _____

Title: Vice President _____

Date: _____

Date: 10/24/2022 _____

Address for notices: _____

Address for notices: ThirdPartyTrust, LLC
111 Huntington Avenue, FL 19
Boston, MA 02199
Attn: Legal Department, with a
copy to contracts@bitsight.com