Mutual Nondisclosure Agreement

Last Updated: May 21, 2025

This Mutual Nondisclosure Agreement (the "**NDA**"), dated as of the date of the last signature below (or other form of acceptance) ("**Effective Date**"), is between OneTrust ("**OneTrust**"), and Company ("**Company**") (each a "**party**", together the "**parties**"), for the purpose of a potential business transaction between the parties ("**Purpose**").

"**Affiliate**" means any entity Controlled by, Controlling or under common Control with a party to this NDA, whereby "**Control**" means (i) the direct or indirect ownership of more than fifty percent of the equity interest in such entity or (ii) the ability in fact to control the management decisions of such entity.

"**Authorized Representatives**" means in respect of either party, its and its Affiliates' employees, consultants, and advisors who are bound by written confidentiality obligations no less protective than the terms herein.

"**Confidential Information**" means non-public technical, business, and other information or materials (including trade secrets as defined under applicable law) in any form that is disclosed or made available by a party (the "**Discloser**") to the other party (the "**Recipient**") in connection with the Purpose before or after the date of this NDA that is marked or identified as confidential or provided under circumstances indicating its confidentiality. Confidential Information also includes any information or materials that relate to either Party's products (including but not limited to pricing, product roadmaps, license keys, and marketing plans) whether or not marked. Confidential Information shall not include any information that: (a) is or becomes generally available to the public at no fault of Recipient; (b) is obtained by or already known to Recipient without an existing obligation of confidentiality; or (c) was or is independently developed by Recipient.

"**OneTrust**" means the entity identified in the Contracting Entities Table at Exhibit A (the "**Contracting Entities Table**").

1. **Responsibilities**. Neither party may disclose or otherwise use the other party's Confidential Information except as necessary in connection with the Purpose. Each party shall safeguard the Confidential Information using no less than a commercially reasonable degree of care. Recipient may disclose the Confidential Information to (i) its Authorized Representatives who have a need to know the Confidential Information for the Purpose and are informed of its confidential nature; or (ii) as required by applicable law or a valid legal order after using reasonable efforts to provide notice of such disclosure. Recipient shall promptly notify Discloser of any unauthorized disclosure hereunder. Recipient shall be responsible for any breach of this NDA caused by its Authorized Representatives. This NDA is not made for the benefit of third parties and does not create any agency or partnership between the parties.
2. **Ownership**. Discloser retains its entire right, title, and interest in and to all Confidential Information, and no disclosure hereunder will be construed as a license, assignment, or other transfer of the same.
3. **No Warranty**. Discloser makes no representation or warranty concerning its Confidential Information, expressed or implied. CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.
4. **Term and Termination**. This NDA will remain in effect unless terminated by either party in writing, in which case Recipient shall stop all use and disclosure of Discloser's Confidential Information. Recipient must meet its obligations with respect to Confidential Information for five (5) years after receipt of that Confidential Information. Upon request, Recipient shall use commercially reasonable efforts to erase or destroy all

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Confidential Information in its possession and certify such destruction in writing. Notwithstanding the foregoing, Recipient may retain copies of Confidential Information stored on Recipient's IT backup and disaster recovery systems until the ordinary course deletion thereof or that is required by applicable law or regulatory requirements to which it is subject. Recipient shall continue to be bound by the terms of this NDA for any Confidential Information that is retained.

5. **Remedies**. Recipient acknowledges and agrees that any breach of this NDA may cause injury to Discloser for which money damages would be an inadequate remedy and that, in addition to remedies at law, Discloser is entitled to seek other remedies, such as equitable relief or specific performance.
6. **Governing Law and Jurisdiction**. Any dispute or claim arising under or in connection with this NDA shall be governed by and construed in accordance with the laws of and under the exclusive jurisdiction of the Courts of the jurisdiction set forth in the Contracting Entities Table based on the applicable contracting entity. Each party agrees, without regard to conflicts of law rules, to the applicable governing law and to the exclusive jurisdiction of the applicable courts.
7. **Assignment**. Except for either party's right to assign this NDA to an Affiliate (in the event of a merger, reorganization, acquisition, sale, or otherwise), neither party may assign any rights or obligations under this NDA without the other party's written consent and any such assignment will be void.
8. **Notice**. All notices must be in writing and addressed to the relevant party at its address set forth in the Contracting Entities Table (or as otherwise specified in writing) with a copy to legal@onetrust.com and be personally delivered or sent by nationally recognized courier or certified or registered mail, return receipt requested.
9. **Miscellaneous**. This NDA constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements with respect to the Purpose, however, this NDA does not invalidate any existing terms and conditions (including those governing existing business relationships and/or free or trial environments) in place between the Parties and/or their Affiliates. Any amendment must be in writing signed by both parties. This NDA may be executed and delivered in counterparts including by electronically delivered signature. A party's failure to enforce any provision of this NDA will not constitute a waiver.

IN WITNESS WHEREOF, the parties have duly executed this NDA as of the Effective Date.

Company:			OneTrust
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Address:		Address:	See Contracting Entities Table Below

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Exhibit A

Contracting Entities Table

If Customer is domiciled in:	Then the OneTrust contracting entity is:	Notices to OneTrust shall be sent to the following address:	Governing Law and Exclusive Jurisdiction are:
North America or South America	OT Technology, Inc.	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of the State of Georgia, US under the jurisdiction of the Courts of Atlanta, Georgia.
Canada	OT Canada, Inc.	3400, 350 – 7th Ave SW, Calgary, AB T2P 3N9	Laws of the Province of Alberta and the federal laws of Canada applicable therein, under the jurisdiction of the Courts of the Province of Alberta.
UK, Guernsey, or Jersey	OneTrust Technology Ltd.	82 St John Street London, England, EC1M 4JN	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Europe, the Middle East, or Africa (except UK, Guernsey, and Jersey)	OT Technology Spain S.L.U.	Pl. Pablo Ruiz Picasso, 11, Tetuán, 28020 Madrid, España	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Australia or New Zealand	OT (Australia) Pty Ltd	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of England and Wales under the jurisdiction of the Courts of England and Wales.
Asia Pacific (except Australia and New Zealand)	OT Technology, Inc.	505 North Angier Avenue NE Suite 9000 Atlanta, GA 30308	Laws of the State of Georgia, US under the jurisdiction of the Courts of Atlanta, Georgia.

If no OneTrust contracting entity is specified in the Contracting Entities Table, then the OneTrust contracting entity shall be OT Technology, Inc. and the Contracting Entities Table shall apply as if customer were domiciled in North America.

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