NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of July 08, 2025 (the "Effective Date"), by and between OpenAI, of [Owner Address], and Company 2, of [Recipient Address].

The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of July 08, 2025 (the "Effective Date"), by and between Uber (the "Owner") and OpenAI (the "Recipient").

The parties agree to the following:

CONFIDENTIAL INFORMATION.

The term "Confidential Information" includes proprietary, technical, business, and other information disclosed by the Owner that is not generally known to the public.

A. "Confidential Information" does not include:

- Publicly known information;
- Information received from a third party without confidentiality obligations;
- Information independently developed by the Recipient;
- Information required to be disclosed by law.

PROTECTION OF CONFIDENTIAL INFORMATION.

The Recipient shall maintain the confidentiality of the information received and take all reasonable precautions to protect it.

A. No Disclosure. The Recipient shall not disclose Confidential Information to third parties without prior written consent of the Owner.

B. No Copying/Modifying. The Recipient shall not copy, reproduce, or alter Confidential Information.

C. Unauthorized Use. The Recipient shall notify the Owner promptly if it becomes aware of any unauthorized use or disclosure.

D. Application to Employees. The Recipient shall ensure employees accessing Confidential Information are bound by this Agreement.

RETURN OF CONFIDENTIAL INFORMATION.

Upon request, the Recipient shall return or destroy all Confidential Information and certify compliance.

TERM.

This Agreement remains effective for two (2) years from the Effective Date, and confidentiality obligations survive for two (2) years after termination.

JURISDICTION.

This Agreement shall be governed by the laws of USA, and any disputes shall be resolved in its courts.

ENTIRE AGREEMENT.

This Agreement contains the full understanding between the Parties and supersedes all prior agreements.

SIGNATORIES.

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

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SIGNATORIES:

This Agreement shall be executed by _____ on behalf of Company 1

and _____ on behalf of Company 2, and delivered as of the date written above.

OWNER:

By: _____   Date: _____

RECIPIENT:

By: _____   Date: _____

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

OPENAI:

By: _____ Date: _____

COMPANY 2:

By: _____ Date: _____