



MUTUAL CONFIDENTIALITY AGREEMENT

THIS **NON-DISCLOUSER AGREEMENT** ("**Agreement**") is made between **Doosan Bobcat North America**, a Delaware corporation ("**Customer**"), with a place of business at 250 E. Beaton Dr., West Fargo, ND 58078 and **Spreedly, Inc.** ("**Provider**"), with a place of business at **300 Morris St., Ste 400, Durham, NC 27701** (Customer and Provider will be collectively referred to as the "**Parties**" and individually, as a "**Party**"), effective as of the last date of signature required for this Agreement to be considered executed.

WITNESSETH:

WHEREAS, the parties may need to exchange certain Confidential Information (as hereinafter defined) in connection with and in consideration of a request for proposal relating to entering into an agreement or arrangement for certain payment orchestration services to be provided by Company to CEC and its subsidiaries and affiliates (hereinafter, the "**Project**"); and

WHEREAS, the parties desire to enter into this Agreement to protect such Confidential Information from unauthorized use or disclosure.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "**Confidential Information**" Except as set forth herein, "**Confidential Information**" means all non-public, confidential or proprietary information disclosed by either Party (a "**Disclosing Party**") or its Affiliates to the other Party (a "**Receiving Party**") or to any of such Receiving Party's Affiliates, employees, officers, directors, partners, shareholders, agents, advisors, attorneys, accountants or advisors (collectively, "**Representatives**"), that is:

(i) Initially disclosed in written or physical form (including information stored in electronic data systems or in storage media), including, without limitation, information of Disclosing Party's trade secrets, designs, specifications, components, source code, object code, schematics, drawings and designs, finances, customer information, supplier information, products, services, forecasts, records, budgets, ideas, methods, trade secrets, know-how and other confidential intellectual property, all notes, reports and summaries prepared by or for Receiving Party or its Representatives, and which is clearly marked "Confidential" or "Proprietary" or with a similar legend; or

(ii) Initially disclosed in non-written or non-physical form, identified at the time of disclosure as confidential and subsequently identified in writing by the Disclosing Party (marked in accordance with subparagraph (i) above) and delivered to the Receiving Party within thirty (30) days of such disclosure; or

(iii) Of the type and nature that a reasonable person, in the context of the disclosure, would understand to be confidential.

(iv) Confidential Information shall not include information that is disclosed orally, visually, or in another form that is difficult to mark or cannot be tangibly marked, unless Disclosing Party, within thirty (30) days of disclosure, delivers a written version of such information marked "Confidential." If disclosed information should be reasonably recognized by Receiving Party as confidential, then Disclosing Party's inadvertent failure to mark the information as "Confidential" shall not result in the information being deemed to be non-confidential under this Agreement.

(v) "**Affiliate**" means, with respect to any Party, any person or entity that is directly or indirectly Controlling, Controlled by or under common Control with such Party, where "Control" and

derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

2. **Receiving Party's Obligations.** The Receiving Party will keep the Confidential Information obtained from the Disclosing Party or any of its affiliates strictly confidential and will not disclose the Confidential Information to any person or entity without the prior written consent of the Disclosing Party except pursuant to the requirements of this Agreement and except that the Receiving Party may disclose the Confidential Information to those of its Representatives) (i) who need to know such Confidential Information in order to assist the Receiving Party in connection with the Project, (ii) who are informed by the Receiving Party of the confidential nature of the Confidential Information, and (iii) who have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to treat the Confidential Information confidentially in accordance with this Agreement. The Receiving Party shall protect the confidentiality of all such Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The Receiving Party shall not use the Confidential Information, or permit it to be accessed or used for any purpose other than the Project, or otherwise in any manner to the Disclosing Party's detriment, including, without limitation, to create derivative works, reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products and/or confidential information or intellectual property, without Disclosing Party's written authorization. The Receiving Party shall be responsible for any breach of this Agreement caused by any of its Representatives.

3. **Exclusions.** The obligations of Section 2 shall not apply to any portion of Confidential Information which (i) was generally available to and known by the public at the time of disclosure to the Receiving Party or its Representatives, (ii) becomes generally available to the public other than as a result of an action of the Receiving Party subsequent to the disclosure to the Receiving Party, (iii) was available to the Receiving Party or its Representatives on a non-confidential basis prior to its disclosure by the Disclosing Party as demonstrated by the Receiving Party's written records, (iv) becomes available to the Receiving Party or its Representatives from a source other than the Disclosing Party without violating any obligation of confidentiality, or (v) is independently developed by the Receiving Party without reference to the Confidential Information. The Receiving Party shall have the burden of proving by clear and convincing evidence that one of the exclusions under this Section 3 applies.

4. **Additional Confidentiality Obligations.** In the event Confidential Information is orally disclosed or disclosed without restrictive markings hereunder the Disclosing Party agrees to notify the Receiving Party of such disclosure, and reduce same to writing or other tangible media referencing the place and date thereof, and the names of the Receiving Party's employees or Representatives to whom such disclosure was made. The Disclosing Party shall promptly thereafter resubmit such Confidential Information to the Receiving Party with the appropriate marking.

5. **Required Disclosure.** In the event that the Receiving Party or its Representatives is required by applicable law to disclose all or any part of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request (provided that it is legally permitted to), so that the Disclosing Party may seek an appropriate protective court order. If such a protective order is not obtained, the Receiving Party agrees to furnish only that portion of the Confidential Information which it is advised by its counsel is legally required. The Receiving Party will provide a copy of any Confidential Information which is being disclosed pursuant to the provisions of this Section to the Disclosing Party prior to disclosing such Confidential Information to a third party (provided that it is legally permitted to do so).

6. **Return or Destruction of Confidential Information.** Each Party may copy the other party's Confidential Information only as necessary for the Project and shall limit the number of copies made to minimize the potential for inadvertent disclosure. At any time, upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all Confidential Information, whether in written, electronic or other form or media to the Receiving Party by the Disclosing Party, together with any copies made thereof. If the Disclosing Party requests that Confidential Information be destroyed, the Receiving Party will confirm such destruction in writing. The Receiving Party will be entitled to retain solely for archival purposes any notes, memoranda, analyses or other documents prepared by the Receiving Party which contain or reflect Confidential Information provided by the Disclosing Party, subject to the confidentiality obligations of this Agreement. Provided, further that, the Receiving Party shall be permitted to retain all or any portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, to the extent required by applicable law or regulatory authority or to Receiving Party's internal compliance guidelines and, and provided, further, that the Receiving Party shall be entitled to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic electronic archiving and back-up procedures.

7. **No Transfer of Rights, Title or Interest.** Each Party hereby retains its entire right, title and interest, including intellectual property rights, in and to all of its Confidential Information. No license or conveyance of any rights under any discoveries, inventions, patents, trade secrets, proprietary information, copyrights, trade names or trademarks, or applications therefor, or any other form of intellectual property is granted or implied with respect to any Confidential Information disclosed pursuant to the terms of this Agreement.

8. **No Representations or Warranties.** Neither party makes any representation or warranty (whether express or implied) about the accuracy or completeness of the Confidential Information and the Disclosing Party will not have any liability to the Receiving Party or any other person or entity resulting from the Confidential Information or any use thereof.

9. **No Other Obligation.** This Agreement shall not be deemed to create any obligation on behalf of either party to disclose Confidential Information to the other party or to enter into any business relationship or transaction with the other party. Except as required by law or regulation, or otherwise mutually agreed in writing by the parties, neither party shall itself disclose, nor permit any of its Representatives to disclose to any person: (i) that discussions or negotiations may be, or are, underway between the parties regarding the Confidential Information or the Project, including the status thereof; or (ii) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Project.

10. **Future Dealings.** In the event that the parties execute a contract or contracts for a business relationship related to the Project, and unless the Parties agree otherwise, this Agreement shall apply only to Confidential Information exchanged prior to execution of such contract(s). The types of confidential information exchanged and uses of such confidential information during a business relationship are not the same as the Project and the contract(s) between the parties for such business relationship shall contain appropriate confidentiality clauses governing use and protection of confidential information during the business relationship.

11. **Remedies.** Each party agrees that money damages will not be a sufficient remedy for any breach or threatened breach of this Agreement by it and that the other party is entitled to specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity. In addition, in the event that a court of competent jurisdiction

decides that the Receiving Party has breached this Agreement, the Receiving Party shall reimburse the Disclosing Party the costs of any court proceedings and reasonable attorney's fees.

12. **Waivers.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Assignment; Beneficiaries.** The rights and remedies of the parties under or pursuant to this Agreement shall inure to the benefit of their successors and assigns; provided, however, neither party may assign its rights hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder.

14. **Compliance with Laws and Regulations.** The parties will comply with the applicable laws and regulations relating to the use and disclosure of technical information, including, without limitation, to the United States Export Administration Regulations and International Tariffs in Arms Regulations.

15. **Severability.** In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, excluding those relating to its conflict of laws principles. Both parties agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of either party with respect to this Agreement. The parties further agree that any dispute arising under this Agreement may be determined in the first instance by a court of competent jurisdiction located within the State of Delaware, and each hereby submits and consents to such court's exercise of jurisdiction.

17. **Term/Termination.** Either party may terminate this Agreement immediately upon at least sixty (60) days written notice to the other party. This Agreement shall terminate three (3) years from the Effective Date, unless it is terminated sooner by written notice from one party to the other party. Each party's obligations under this Agreement with respect to Confidential Information of the other party which it has received hereunder shall continue for a period of five (5) years from the Effective Date or the date of receipt of such Confidential Information, whichever is later. With respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to the act or omission of the Receiving Party or its Representatives. The Disclosing Party agrees not to disclose any trade secrets to the Receiving Party or any of its Representatives without the prior written consent of the Receiving Party in each instance. Each party's duties not to disclose or use the Confidential Information shall continue following the termination or expiration of this Agreement, until such time as one of the exemptions of Section 3 above applies.

18. **Notices.** Notices provided to a Party pursuant to this Agreement shall be delivered to the address such Party set forth above and will be effective upon confirmed receipt or three (3) days after

mailing by certified or registered mail.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

20. **Language.** If this agreement is translated into any language other than English, the English language version shall prevail.

21. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and no modification or amendment of this Agreement or of the terms and conditions hereof will be binding upon either of the parties unless signed by each of the parties. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date hereinabove written.

Doosan Bobcat North America

Signature	<div>DocuSigned by: <i>Trampas Goodmanson</i> F7A728EC4DB2415...</div>
Printed Name	Trampas Goodmanson
Title:	Sr Director Procurement
Date:	August 29, 2023

Spreadly, Inc.

Signature	<div>DocuSigned by: <i>Jason Gardner</i> 923CECAE3E0E4DF...</div>
Printed Name	Jason Gardner
Title:	Sr. Director of Legal
Date:	August 29, 2023