

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made and entered into by and between **Tricentis GmbH**, Leonard-Bernstein-Strasse 10, 1220 Vienna, Austria (if Business Partner is located in Europe, Middle East, Africa or India) OR **Tricentis APAC Pty. Ltd.**, Level 3, 2-12 Foveaux Street, Surry Hills NSW 2010, Australia (if Business Partner is located in Asia-Pacific countries) OR **Tricentis USA Corp.**, 2570 W El Camino Real, Suite 540, Mountain View, CA 94040, USA (if Business Partner is located in North, South and Central America) OR **Tricentis SGP Pte. Ltd.**, 1 Scotts Road, #21-10 Shaw Center, Singapore 228208 (if Business Partner is located in Singapore) OR **QASymphony, Inc.**, 550 Pharr Road NE Suite 400, Atlanta, GA 30305, USA (if deal is made by QAS) ("**Company**") and **ZACHARY STEPHEN**, 8211 Wilshire Ave., Inglewood CA 90203 ("**Recipient**").

Recipient has been assigned by [insert company's name and address] (hereinafter "**Employer**") to provide certain services to Company (hereinafter "**Project**"). During the Project, Company may provide Recipient access to *inter alia* certain software and technology. Recipient understands that Recipient's Employer and Company have an agreement concerning the ownership of the intellectual property rights to any software and technology provided by either party under the referenced contract, as well as any software and technology that may be developed pursuant to such contract, and that Recipient's access to and use of the software and technology shall be in accordance with the terms of such contract.

**WHEREAS**, Company would like to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of such Confidential Information ("**Purpose**").

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, THE PARTIES AGREE AS FOLLOWS:**

## 1. GENERAL Provisions

- 1.1. Definition. "Confidential Information"** means any data or information that is proprietary to Company and not generally known to the public, in whatever form, whenever and however disclosed, including but not limited to: (i) financial information, any plans, specifications, trade secrets, processes, technical data, strategic planning, product/service specifications, prototypes, computer programs, marketing data, policies, procedures, techniques, documentation, customer or supplier lists; (ii) the existence of this Agreement; and (iii) any data or information which is either identified as confidential, or which by its nature that a reasonable business person would consider to be proprietary, or should reasonably be recognized as confidential and not publicly available.
- 1.2. Affiliates.** Confidential Information shall encompass information proprietary to any individual, corporation, partnership, or business entity that controls, is controlled by, or is under common control by a party with an ownership of more than 50% of voting shares ("**Affiliate**").
- 1.3. Confidentiality Obligations.** Recipient agrees to: (i) use Confidential Information solely in connection with the Purpose; (ii) keep all Confidential Information in strict confidence; and (iii) not disclose, cause or permit disclosure of the Confidential Information to any third party, except as permitted under this Agreement. Specifically, Recipient shall limit disclosure of any Confidential Information to its directors, officers, employees, affiliates, agents, or representatives (collectively "**Representatives**") except those that have a "need to know" in order to carry out the purpose set forth above and ensure that such Representatives have signed an agreement containing disclosure and use provisions similar to those set forth herein. Recipient shall be held to the same standard of care as it applies to its own confidential information, which shall not be less than reasonable care. Recipient is responsible for any breach of this Agreement by any of its Representatives.
- 1.4. Exceptions.** Confidential Information shall not include information that Recipient can demonstrate (i) was in Recipient's possession prior to disclosure hereunder; (ii) is or becomes publicly available through no fault of or failure to act by Recipient in breach of this Agreement; (iii) was rightfully known by Recipient prior to disclosure of such information by Company to Recipient; (iv) was independently developed by Recipient without any use of or access to the Confidential Information; and (v) is required to be disclosed by a judicial or governmental order, and Company has been given timely notice (if legally permissible) of such order so that Company may seek an injunction or protective order if desired. If only a particular portion or aspect of Confidential Information becomes subject to any of the foregoing exceptions, all other portions or aspects shall remain subject to this Agreement.
- 1.5. Title.** No ownership, license or other rights, whether expressed or implied, are granted to Recipient hereunder. Title to the Confidential Information will remain solely with Company. All use of Confidential Information by Recipient shall be for the benefit of Company and any modifications and improvements thereof shall be the sole property of Company.
- 1.6. No Warranties.** Recipient hereby acknowledges that Company makes no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information. EXCEPT AS STATED HEREIN, COMPANY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.
- 1.7. Destruction of Confidential Information.** Recipient shall immediately cease using and destroy all tangible and, to the extent practicable, intangible material in its possession or control embodying Company's Confidential Information upon the earlier of (i) the completion or termination of this Agreement, or (ii) any such time as Company may so request. Company may require that Recipient provide confirmation in writing that Recipient has complied with the foregoing request.
- 1.8. Unauthorized Use.** Recipient shall notify Company immediately upon any breach or suspected breach of this Agreement, and will cooperate in every reasonable way to help Company regain possession of the Confidential Information and prevent its further

unauthorized use.

**1.9. No Obligation.** Nothing in this Agreement shall impose any obligation upon Company to enter into further discussions or any other legally binding relationship or agreement.

**1.10. Term and Termination.** Unless the parties otherwise agree in writing signed by both parties, Recipient's duty to protect the Confidential Information shall expire on the earlier of (i) the execution of an agreement that by its terms supersedes this Agreement and (ii) five (5) years from the date of this Agreement (except for trade secrets which shall be protected in perpetuity) unless such obligation ceases earlier pursuant to section 1.4 above. This Agreement may be terminated earlier by either party giving thirty (30) days' notice in writing to other party. Termination shall, however, not affect the rights and obligations included in this Agreement with respect to Confidential Information disclosed hereunder prior to termination.

## 2. MISCELLANEOUS

**2.1. Notices.** All notices shall be in writing and addressed to the principal office of the parties as set out in this Agreement or to such address as either party may later provide in writing to the other party, either by certified or registered mail, courier, fax or by email.

**2.2. Injunctive Relief.** Each party acknowledges and agrees that any breach of this Agreement may cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, the other party will be entitled in addition to any other rights or remedies, to seek injunctive relief in any jurisdiction where damage may occur.

**2.3. Waiver.** Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.

**2.4. Assignment.** Neither this Agreement nor any rights granted hereunder, may be assigned or otherwise transferred (whether by operation of law or otherwise), in whole or in part, by Recipient, without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of the parties' permitted successors and assigns.

**2.5. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be interpreted in a manner that best reflects the parties' intentions, and the remaining provisions of this Agreement will remain in full force and effect.

**2.6. Entire Agreement.** This Agreement constitutes the entire agreement between Company and Recipient regarding the subject matter hereof and supersedes all prior oral and written communications. It may be executed in one or more counterparts, all of which together will be considered one and the same and may be executed and delivered by facsimile or electronic signature. All amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

**2.7. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the country/state in which the Company entity as specified above is incorporated, without reference to conflict of laws principles. The place of jurisdiction shall be where the registered office of the Company entity as specified above is located. Both Parties shall comply with and obtain all authorizations required by applicable export control laws and all related regulations.

**2.8. Subsequent Arbitration.** If there is no bilateral treaty regarding litigation and enforcement between the states where the parties are located, each party consents to all disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and such arbitration shall be final binding and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be as set forth in section 2.7, and the arbitration language shall be English.

Accepted and agreed:

<p>DocuSigned by:            Recipient          5F6A916912D0459...</p>		<p>"Company"</p>
<p>By: _____          Authorized Signature</p>	<p>By: _____          Authorized Signature</p>	
<p>Printed Name: ZACHARY STEPHEN OLIVIER          Title: GT Practicum          Date: 4/23/2020</p>	<p>Printed Name:          Title:          Date:</p>	