

CANDIDATE NONDISCLOSURE AGREEMENT

This Candidate Nondisclosure Agreement (the "Agreement") is made as of September 8, 2023, by and between Lyft, Inc., a Delaware corporation ("Lyft"), and Denis Sokolenko ("Recipient").

1. Purpose. Lyft and Recipient wish to explore a possible business opportunity of mutual interest (the "Relationship") in connection with which Lyft has disclosed and/or may further disclose its Confidential Information (as defined below) to Recipient. This Agreement is intended to allow the parties to continue to discuss and evaluate the Relationship while protecting Lyft's Confidential Information (including Confidential Information previously disclosed to Recipient) against unauthorized use or disclosure.

2. Definition of Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of Lyft that has been or may be disclosed to or received by Recipient.

3. Nondisclosure of Confidential Information

(a) Recipient shall hold in confidence, and not disclose to others or use for Recipient's own benefit or for the benefit of any third party, any Confidential Information that is disclosed to Recipient by Lyft. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain or the possession of any persons other than Recipient. Such measures shall include, but not be limited to, utilizing at least reasonable care in protecting Confidential Information. Recipient further agrees to notify Lyft in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to Recipient's attention.

(b) Exceptions. Notwithstanding the above, Recipient shall not have liability to Lyft with regard to any Confidential Information which Recipient can prove:

(i) was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of Recipient;

(ii) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of Lyft;

(iv) was independently developed by the Recipient without any use of the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) becomes known to Recipient, without restriction, from a source other than Lyft without breach of this Agreement by Recipient and otherwise not in violation of Lyft's rights; or

(vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

4. No Duplication; Return of Materials. Recipient agrees, except as otherwise expressly authorized by Lyft, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Lyft to Recipient in connection with the Relationship shall be promptly returned by Recipient, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of Lyft.

5. No Rights Granted. Nothing in this Agreement shall be construed as Lyft granting any rights under any patent, copyright or other intellectual property right of Lyft, nor shall this Agreement grant Recipient any rights

solely for the purpose of determining whether to enter into the Relationship. Recipient understands that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Lyft's option, or (b) requires Lyft to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

6. Assignment. Recipient may receive from Lyft certain materials, including without limitation instructions, homework or a project to complete in connection with the Relationship (the "Exercise"). Recipient agrees to, and hereby does, assign to Lyft all right, title, interest and ownership in and to any and all work, inventions and deliverables created by Recipient in response to the Exercise or otherwise in connection with the Relationship. Such deliverables shall include without limitation: wireframes; designs; mock-ups; sketches; information architecture; research documentation; original works of authorship; developments; concepts; and improvements all of which are either individually or jointly conceived or developed by Recipient. Recipient agrees not to provide any confidential information of any other third party (whether a current or former employer or otherwise) in connection with the Relationship or the Exercise.

7. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) five (5) years following the date of this Agreement or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.

8. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that this Agreement, or any portion thereof, may not be assigned without the prior written consent of Lyft. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10. Relationships. The Company and Recipient are independent parties evaluating the potential Relationship, and nothing contained in this Agreement shall be construed to constitute the Company and Recipient as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Without limiting the foregoing, Recipient acknowledges and agrees that this Agreement does not establish an employment relationship between Recipient and Lyft.

11. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

12. Remedies; Indemnification. Lyft and Recipient each agree that the obligations of Recipient set forth in this Agreement are necessary and reasonable in order to protect Lyft and its business. Lyft and Recipient each expressly agree that due to the unique nature of Lyft's Confidential Information, monetary damages would be inadequate to compensate Lyft for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Lyft and Recipient each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Lyft and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Lyft shall be entitled (a) to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages, and (b) to be indemnified by Recipient from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of Lyft's Confidential Information.

13. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of Lyft and Recipient. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

The parties have executed this Candidate Nondisclosure Agreement as of the date first above written.

LYFT, INC:

By:

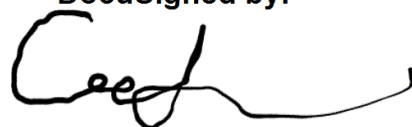


Name: David Risher

Title: Chief Executive Officer

RECIPIENT:

By: **DocuSigned by:**


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Name: Denis Sokolenko

Address:

Email Address:

Certificate Of Completion

Envelope Id: AEB4647F3D4B4BB8BC729A7AFF538855

Status: Completed

Subject: Lyft Interview NDA - Please Sign

Source Envelope:

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Signatures: 1

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Initials: 0

service account Talent-NDA

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Talent-NDA@lyft.com

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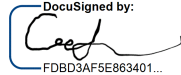
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Denis Sokolenko

deniss2007@gmail.com

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