Confidentiality Agreement

This Agreement (the “**Agreement**”) is made as of 2020-05-06 between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Recipient**”) and RP Investment Advisors LP (the “**Provider**”).



W I T N E S S E T H:

WHEREAS, the parties hereto are engaged in discussions in connection with the business of Provider or any of its parent companies, subsidiaries or affiliates (the “**Business**”); and

WHEREAS, in connection with such discussions the Provider will be furnishing to the Recipient for consideration and evaluation certain Confidential Information (as defined below) about the Provider and Business; and

WHEREAS, the parties wish to address in writing the obligations of the Recipient with respect to preserving the confidentiality of Confidential Information (as defined below) provided to it by the Provider;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the Recipient and the Provider agree as follows:

1. The Recipient acknowledges that it may receive from the Provider certain verbal and written information relating to the Business and Provider, its subsidiaries, affiliates, including, but not limited to, marketing presentations, objectives, methodology and strategy; the types and/or details of services provided by and to the Provider and/or its subsidiaries and affiliates; financial results and/or projections; technological infrastructure; investee and/or investor names and company information; vendor names, addresses, and telephone numbers; client names, addresses and telephone numbers, and a variety of other information and materials. The Recipient agrees that all such information and materials (the “**Confidential Information**”) obtained by the Recipient shall be considered confidential and proprietary to the Provider. The Recipient agrees that it shall:
2. not disclose, give, sell or otherwise transfer or make available, directly or indirectly, any Confidential Information to any third party for any purpose, except as expressly permitted in writing by the Provider or as permitted in accordance with paragraph 4 hereof;
3. not use, or make any records or copies of, the Confidential Information, except for the purpose of evaluating the Business and providing advice to the Provider;
4. not to disclose to any person the fact that the Confidential Information has been made available and that discussions are taking place with Provider concerning the Business or any of the terms and conditions with respect thereto
5. limit the dissemination of the Confidential Information to such individuals who need to know the Confidential Information in order to evaluate the Business and provide advice to the Provider;
6. protect the Confidential Information with not less than the standard of care with which it treats its own confidential information, and in no event less than reasonable care; and
7. return or destroy all Confidential Information and any copies thereof (in whatever form) (i) as soon as it is no longer needed, or (ii) immediately upon the Provider’s request; *provided that* notwithstanding the foregoing, the Recipient may retain Confidential Information (x) to the extent and for the period required by law, rule or regulation applicable to the Recipient, or by any competent judicial, governmental, supervisory or regulatory body or stock exchange to which the Recipient is subject or by internal policy which is applied in good faith in regards to the Confidential Information, or (y) to the extent that such Confidential Information contained in any computer record or file which has been created by or pursuant to any automatic electronic archiving system or IT back-up procedure, in each case (and at all times) subject to the terms of this letter agreement.
8. The Recipient shall be responsible for any breach of this Agreement by any of its directors, officers, and employees or other individuals to whom it has provided Confidential Information and shall notify Provider immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and shall cooperate with Provider in every reasonable way to help Provider regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
9. The term "Confidential Information" does not include information which: (1) becomes generally available to the public other than as a result of the Recipient’s breach of this Agreement, (2) was available to the Recipient on a non-confidential basis prior to its disclosure by the Provider or its agents, and (3) becomes available to the Recipient from a source other than the Provider or its agents not known by the Recipient to be bound by a confidentiality agreement with the Provider or its agents.
10. In the event that the Recipient is requested by its regulators, or is required by subpoena, court order or other similar process, to disclose Confidential Information, the Recipient will, unless otherwise requested by its regulators or prohibited by applicable law, provide the Provider with notice thereof as promptly as practicable under the circumstances.
11. The Recipient agrees that the Provider shall have no liability resulting from the Recipient’s use of any Confidential Information supplied hereunder, except to the extent specified by a separate written agreement between the Provider and the Recipient.
12. The Recipient agrees that the Provider, without prejudice to any rights to judicial relief it may otherwise have at law or in equity, shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach by the Recipient of its obligations under this Agreement, and the Recipient shall not oppose the availability or granting of such relief.
13. Unless and until a definitive agreement between the Provider and the Recipient has been executed with respect to the Business, neither the Provider nor the Recipient will be under any legal obligation of any kind whatsoever with respect to the Business by virtue of any other written or oral expression with respect to the Business by any officers, directors, general partners, employees, counsel, financial advisors or other representatives of the Recipient or the Provider, except for the matters specifically agreed to in this Agreement.
14. No failure or delay by the Provider in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
15. Without prejudice to any other provision hereof, if one or more provisions hereof is or becomes invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party to this Agreement, or if the parties to this Agreement become aware of any omission hereto of any terms which were intended to be included in this Agreement, such invalidity, illegality, unenforceability in such jurisdiction or with respect to such party or parties to this Agreement or such omission shall not, to the fullest extent permitted by applicable law, render invalid, illegal or unenforceable such provision or provisions in any other jurisdiction or with respect to any other party or parties hereto. Such invalid, illegal or unenforceable provision or such omission shall be replaced by the parties hereto with a provision which comes as close as reasonably possible to the commercial intentions of the invalid, illegal, unenforceable or omitted provision.
16. This Agreement contains the entire agreement between the parties relating to the subject matter thereof, and may only be modified or waived by a separate and definitive writing by the Provider and the Recipient.`
17. This Agreement shall remain in full force and effect for twenty-four months from the date hereof.
18. This Agreement shall be governed by and construed in accordance with the laws of Ontario, without giving effect to conflict of laws principles.
19. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above through their respective, duly authorized officers.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



# Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



RP Investment Advisors LP

By its General Partner,

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Richard Pilosof

CEO