



NONDISCLOSURE AGREEMENT

You understand that, in connection with your employment with GreenLight Workforce Solutions (“GreenLight”) and related job assignment (the “Opportunity”) at customer OpenAI, Inc. or OpenAI, L.P. (collectively, “OpenAI”), OpenAI may disclose information relating to OpenAI’s business (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), which to the extent previously, presently or subsequently disclosed to you are hereinafter referred to as “Proprietary Information” of OpenAI. Notwithstanding the foregoing, nothing will be considered “Proprietary Information” of OpenAI unless either (1) it is or was disclosed in tangible form and is conspicuously marked “Confidential”, “Proprietary” or the like, (2) it is or was disclosed in non-tangible form and identified as confidential at the time of disclosure, or (3) the nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

In consideration of the parties’ discussions, the Opportunity, and any access to Proprietary Information of OpenAI, you hereby agree as follows:

1. You agree (i) to hold OpenAI’s Proprietary Information in strict confidence and to take such measures as you take to protect your own Proprietary Information of like kind, and in any event, take reasonable precautions to protect such Proprietary Information, (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except as needed to perform your services related to the Opportunity, (iv) not to copy or reverse engineer any such Proprietary Information and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof.

2. Without granting any right or license, the foregoing shall not apply with respect to (a) any information after five (5) years following the disclosure thereof, except for any information that is a trade secret, which shall remain subject to the confidentiality obligations of this Agreement for as long as it is a trade secret, or (b) any information that you can document (i) is or becomes (through no improper action or inaction by you or any affiliate, agent, consultant or employee of yours) generally available to the public, (ii) was in its possession or known by you without restriction prior to receipt from OpenAI, (iii) was rightfully disclosed to you by a third party without restriction, or (iv) was independently developed without use of any Proprietary Information of OpenAI by your officers, directors, employees, consultants, representatives, advisors or affiliates who have had no access to any such Proprietary Information. You may make disclosures required by law or court order provided you use diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allow OpenAI to participate in the proceeding.

3. Promptly (and in any event, not more than 4 business days) following a request by OpenAI at any time, you will turn over to OpenAI all Proprietary Information of OpenAI and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, or in lieu of turning over such materials, destroy such materials. You understand that nothing herein (i) grants you any license or right to OpenAI’s patents, copyrights,

trademarks or other intellectual property; (ii) obligates you or OpenAI to obtain any products or services from the other party, (iii) requires OpenAI to proceed with any transaction or relationship; (iv) prevents you or OpenAI from entering into similar nondisclosure agreements with other companies or individuals; or (v) obligates either you or OpenAI to disclose any information to the other party.

4. This Agreement applies only to disclosures made in connection with the Opportunity. You acknowledge and agree that due to the unique nature of OpenAI's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach would result in irreparable harm to OpenAI for which damages are not adequate compensation, and therefore, that upon any such breach or any threat thereof, OpenAI shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law. In the event that any of the provisions of this Agreement shall be 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.

5. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. You consent to jurisdiction of the state and U.S. federal courts located in California with respect to any dispute arising hereunder; provided that without limiting either party's right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in San Francisco, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

Signature:

Name:

Date: