

#### APPLICANT NONDISCLOSURE AGREEMENT

Thank you for your interest in Confluent ("Confluent," "we," "our," or "us"). During the recruiting process, you may learn non-public information about Confluent, Inc., its business, affiliated entities, products, partners, customers, or people. This information is disclosed to you with the understanding that you will hold it in confidence and in compliance with the terms of this Nondisclosure Agreement ("Agreement"). Please observe the following terms:

- 1. "Confidential Information" means any non-public information you receive or are exposed to through your interactions with Confluent. At a minimum, Confidential Information includes information which a reasonable person would consider to be confidential. Examples of such non-public information include business information (e.g., technical drawings, algorithms, know-how, formulas, processes, ideas, inventions, schematics, and other details regarding our people, partners, products, services, or intellectual property) and financial information (e.g., forecasts, strategies, pricing, customers, revenues, and information regarding our capitalization, equity, shareholders, and valuation). Confidential Information may not always be identified as confidential at the time of disclosure, and may be presented to you in written, verbal, visual, or other form.
- 2. Restrictions on Use and Disclosure of Confidential Information. We are not obligated to provide you any Confidential Information. However, if we do, you agree to hold all such Confidential Information in confidence and to take any necessary precautions to protect it from wrongful disclosure. You also agree that you will not:
  - a. disclose Confidential Information to any other person or company;
  - b. use Confidential Information for any purpose other than to evaluate a potential employment opportunity with us;
  - c. copy or reverse engineer any Confidential Information; or
  - d. export or re-export any Confidential Information.
- 3. **"As Is"**. Confidential Information is provided on an "as is" basis without warranty of any kind. The Confidential Information you receive may be incomplete, inaccurate, or unsuitable for any particular purpose.
- 4. **Return of Confidential Information**. If we ask you to return or destroy any Confidential Information, you agree that you will promptly do so and provide written confirmation that you have fulfilled our request.
- 5. **No Employment Relationship.** This Agreement does not form an employment relationship between you and us, nor does it require either you or us to proceed with any relationship, employment or otherwise.
- 6. **Right to Relief**. Any violation of this Agreement may cause us irreparable harm for which there is no adequate remedy at law and we may seek equitable relief in addition to any other rights or remedies available to us.
- 7. **Governing Law.** This Agreement is governed by the laws of the State of California and any claim or cause of action relating to this Agreement will be brought in the courts located in Santa Clara County, California. You understand that you are waiving your right to object to appearing in such courts. The prevailing party in any action to enforce this Agreement shall be entitled to recover, from the other, all costs incurred.
- 8. **Miscellaneous.** If a court finds that any provision in this Agreement is illegal, invalid, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary to enable this Agreement to otherwise remain in full force and effect. This Agreement supersedes all prior discussions and agreements between you and us on this topic. This Agreement may only be modified by written agreement between you and us. Electronic signatures to this document are valid. Any waiver of this Agreement must be in writing and signed by an authorized representative; no failure or delay in enforcing any right will be deemed a waiver.

Confluent, Inc. Candidate ("you")

Cheryl Dalrymple Name: Sshantanu Agarwal

Chief People Officer, Confluent, Inc. Date:

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Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	8/3/2021 6:30:51 AM 8/3/2021 6:51:15 AM		
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#### CONSUMER DISCLOSURE

From time to time, Confluent (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the †I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€~Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

#### **How to contact Confluent:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: krista@confluent.io

## To advise Confluent of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at krista@confluent.io and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

# To request paper copies from Confluent

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to krista@confluent.io and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Confluent

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to krista@confluent.io and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer®
	6.0 or above (Windows only); Mozilla Firefox
	2.0 or above (Windows and Mac); Safariâ,,¢
	3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies
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<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

## Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€⁻I agree' button below.

By checking the  $\hat{a} \in \widetilde{I}$  agree  $\hat{a} \in \widetilde{I}^{TM}$  box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Confluent as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Confluent during the course of my relationship with you.