



SENT VIA EMAIL

Nehmya Negash

Re: Offer of Employment

Dear Nehmya,

We're excited to offer you full time employment at Qualtrics and look forward to your contribution to the Engineering team. Our success is attributable to our team members, and we feel confident that you will help us continue in our growth and tradition of excellence.

- Your start date will be determined upon acceptance.
- Your starting annual base salary will be \$105,000.00 and will be paid on a semi-monthly basis.
- Variable pay will be at Qualtrics' discretion based on your individual performance and/or the overall performance of the company.

Your position as Software Engineer I is classified as salaried exempt. You will be eligible to participate in the company's long-term incentive plan and will be recommended for an award under this program worth an estimated \$90,000.00. Your award will vest over a four-year period and will be tied to the value of Qualtrics' stock. This award will be issued within 120 days of your start date and will be contingent upon customary approvals and your signing of the appropriate paperwork to be provided to you prior to such award.

- You are eligible for a relocation assistance package for expenses related to your move (subject to all applicable federal and state tax withholdings). Before you receive relocation benefits, you will be required to sign a relocation agreement, which will supply the terms and conditions of your relocation benefits. Your relocation benefit will be paid to you in your first available payroll after SAP receives your signed relocation agreement. The relocation amount is \$2,500.00.
- You will receive a one-time sign-on bonus of \$5,000.00 (subject to all applicable federal and state tax withholdings), payable on the first payroll after you complete 30 days of employment with Qualtrics. If you voluntarily resign during the first year of your employment, this bonus will be repayable to Qualtrics on a pro rata basis for the time remaining in that first year.
- You will be eligible for the Qualtrics benefits package on the first day of the month following your start date.
- Details about Qualtrics Health Coverage, Life and Disability Insurance, Paid-Time Off, and Qualtrics 401(k) program are detailed in the attached Benefits Guidebook(s).

This offer of employment is contingent upon:

- Verification of your right to work in the United States, as demonstrated by your completion of the I-9 form upon hire and your submission of acceptable documentation (as noted on the I-9 form) verifying your identity and work authorization within three days of starting employment;
- Satisfactory completion of a background investigation; and
- Your execution of the attached Qualtrics' employment agreement.

Please indicate your acceptance of this offer by signing below by March 11, 2022. The terms and benefits

described above are current as of the date of this letter and supersede all prior agreements and understandings, oral or otherwise. Qualtrics may change the terms and benefits at any time in the future in its discretion. Your employment will be at-will, meaning that you or Qualtrics may terminate the employment relationship at any time, with or without cause, and with or without notice.

Should you have any questions regarding the offer or attached employment agreement, please feel free to contact me. We look forward to your favorable reply and to a productive and exciting work relationship.

Signature:

Date:

Regards,

Total Rewards  
compensation@qualtrics.com  
385-203-4143  
Qualtrics, LLC

In Process

## QUALTRICS EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made by and between Qualtrics, LLC, a Delaware limited liability company (“Qualtrics”), and the employee whose signature appears below (“Employee,” each a “Party” and, together with Qualtrics, the “Parties”) and is effective as of Employee’s start date at Qualtrics (the “Effective Date”). Qualtrics is in the business of providing software and services related to surveys, data collection, data analysis, reporting and dashboards, experience management, research, customer experience, and/or employee experience (collectively, the “Business”). Employee desires to be employed by Qualtrics, and as a condition of such employment, Employee agrees to the terms and covenants in this Agreement. Employee acknowledges the sufficiency of the consideration Employee is receiving, including without limitation the compensation and other benefits from Qualtrics, Employee’s continued employment with Qualtrics, and any awards or forms of equity in Qualtrics or its affiliates. Employee acknowledges that Employee’s execution of this Agreement constitutes material inducement for Qualtrics to enter into any agreements relating to such awards. Qualtrics and Employee further agree as follows:

- (1) **Employment.** Qualtrics hereby employs, or continues to employ, Employee, and Employee agrees to be employed, or to continue to be employed, by Qualtrics. Employee will devote Employee’s full business time and attention to achieving the purposes and discharging the responsibilities assigned to Employee. Employee will comply with all rules, policies and procedures of Qualtrics as modified from time to time, including without limitation rules, policies and procedures set forth in the Qualtrics’ employee handbook and similar materials. Employee will perform all of Employee’s responsibilities in compliance with all applicable laws and will ensure that the operations that Employee manages or participates in are in compliance with all applicable laws. Employee may be given access to company property for use during their employment at Qualtrics, including a laptop or other computer equipment (“Hardware”). Qualtrics reserves the right to inspect Employee’s loaned Hardware for violation of any Qualtrics security policy. During Employee’s employment, Employee will not engage in any other business activity that, in the reasonable judgment of Qualtrics, conflicts with the duties of Employee under this Agreement, whether or not such activity is pursued for gain, profit or other pecuniary advantage.
- (2) **At-Will Employment.** Employee’s employment with Qualtrics is “at-will.” This means that Employee’s employment is not for any specified period of time and can be terminated by Employee or by Qualtrics at any time, with or without advance notice or additional payment, with or without cause and for any reason or no reason at all. It also means that Employee’s job duties, title, responsibilities, reporting level, compensation and benefits, as well as Qualtrics’ personnel policies, procedures and employee handbook, may be changed at any time, with or without notice for any reason or no reason at all, in Qualtrics’ sole and absolute discretion. The “at-will” nature of Employee’s employment shall remain unchanged during Employee’s tenure as an employee and may not be changed, except in a writing expressly stating its intent to alter the terms of this Agreement that is signed by Employee and an authorized signatory of Qualtrics.
- (3) **Compensation; Other Benefits.** Employee’s compensation will be determined at the commencement of employment, and may increase or decrease from time to time in the sole discretion of Qualtrics. Compensation is payable in bi-monthly installments, subject to withholdings and deductions as authorized by the employee or as required or permitted by law. Employee may be eligible to participate in employee benefit programs that are generally available to Qualtrics’ U.S. employees, which may include programs such as medical insurance, 401(k), disability and life insurance plans. Nothing herein shall require the adoption or maintenance of any such program or plan. Employee will be provided such holidays, sick leave and vacation as Qualtrics makes available to its employees generally and in accordance with applicable law. To the extent permitted by law, Employee consents to a deduction from any amounts Qualtrics owes to Employee to offset any amounts Employee owes to Qualtrics. In the event that Employee owes Qualtrics some amount, whether or not Qualtrics elects to make any set-off in whole

or in part, if Qualtrics does not recover by means of set-off the full amount Employee owes it, Employee agrees to pay the unpaid balance to Qualtrics immediately.

(4) **Non-solicitation.** Employee covenants and agrees that, during Employee's employment by Qualtrics and for a period of twelve (12) months after the termination of Employee's employment for any reason, Employee will not:

- (a) Directly or indirectly solicit, employ, hire, offer to hire, become a business partner with or entice away from Qualtrics any person who is or has been within the past twelve (12) months an employee of Qualtrics or any of its affiliates (collectively "Qualtrics Employees");
- (b) Directly or indirectly solicit, divert, take away, or attempt to solicit, divert or take away, (i) any prospective customers of Qualtrics or its affiliates that Employee solicited or interacted with during Employee's period of employment or (ii) any person or entity that is a customer or has been a customer of Qualtrics or its affiliates within the past twelve (12) months (collectively "Qualtrics Customers");
- (c) Directly or indirectly persuade or attempt to persuade any Qualtrics Employee, Qualtrics Customer, or consultant, agent, supplier or vendor of Qualtrics or any of its affiliates, to alter or discontinue its relationship with Qualtrics or any of its affiliates or to do any act that is inconsistent with the interests of Qualtrics or any of its affiliates.

Because Qualtrics does business on the internet with customers throughout the United States and around the world, to the fullest extent allowed under applicable law, there is no geographic limitation to this Section (4).

Qualtrics and Employee agree that: (i) this provision does not impose an undue hardship on Employee and is not injurious to the public; (ii) this provision is necessary to protect the business of Qualtrics and its affiliates; (iii) the duration and geographic scope of this Section (4) are reasonable; and (iv) adequate consideration supports this Section (4).

(5) **Obligations Relating to Confidential Information.** "Confidential Information" means any information or materials of a confidential or secret nature that may be made, created or discovered by Employee or that may be disclosed to Employee by Qualtrics or a third party in relation to the business of Qualtrics or to the business of any parent, subsidiary, affiliate, customer or supplier of Qualtrics, or any other party with whom Qualtrics agrees to hold such information or materials in confidence. Confidential Information may be contained in tangible material such as writing, drawings, samples, electronic media, or computer programs, or may be in the nature of unwritten knowledge or know-how. Confidential Information includes but is not limited to the following types of information (to the extent not made available to the general public by Qualtrics): (i) price, cost, license and sales data; (ii) the identities and locations of vendors and consultants furnishing materials and services to Qualtrics or its clients, the terms of such arrangements, and information such as their buying and selling habits and special needs; (iii) customer, prospect, and licensee lists, and any data residing within a CRM system or related list(s); (iv) financial information that has not been released to the public; (v) business plans and strategies, including licensing strategies; (vi) product plans, designs, data, prototypes, specimens, test protocols, laboratory notebooks; (vii) Inventions; (viii) trade secrets, marketing plans and strategies, including future advertising campaigns; (x) protected health information as defined and regulated by the Health Insurance Portability and Accountability Act ("HIPAA"); (xi) contract information; (xii) personnel information (other than Employee), including without limitation, skills, compensation and personal information; and (xiii) information and technology embodied in computer programs (regardless of whether in source or object code form), system and user documentation, and program designs.

Employee understands that Employee's employment with Qualtrics creates a relationship of confidence and trust with respect to Confidential Information that Employee may have access to during the course of

employment. At all times, both during employment and after its termination, Employee will keep and hold all Confidential Information in strict confidence and trust. Employee will not disclose to anyone any Confidential Information without the prior written consent of Qualtrics in each instance, except as may be necessary to perform Employee's duties as an employee of Qualtrics for the benefit of Qualtrics. Employee will not use or disclose any Confidential Information in violation of HIPAA or any other applicable law.

Notwithstanding other provisions of this Agreement, Employee understands that Employee may disclose Confidential Information to the extent and to the persons or entities required under applicable governmental law, rule, regulation or order, provided that Employee (a) first give prompt written notice of such disclosure requirement to Qualtrics so as to enable it to seek any limitations or exemptions from such disclosure requirement and (b) reasonably cooperate with Qualtrics' request in any such efforts by Qualtrics. Employee understands that, pursuant to the Defend Trade Secrets Act of 2016, Employee will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Confidential Information that: (A) is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. You further understand that in the event it is determined that disclosure of Qualtrics' trade secrets was not done in good faith pursuant to the above, Employee will be subject to substantial damages, including punitive damages and attorneys' fees.

Employee agrees that Employee's confidentiality and non-disclosure obligations under this Agreement survive termination of Employee's employment with Qualtrics, regardless of the grounds for such termination. Upon termination of Employee's employment with Qualtrics, Employee will promptly deliver to Qualtrics all documents and materials of any nature pertaining to Employee's work with Qualtrics, and Employee will not take or retain in any form any such documents or materials or copies containing any Confidential Information, including but not limited to, any material in an electronic format or on an electronic or mobile device.

(6) **Work Product and Copyrights.** Employee agrees that (a) all right, title and interest in and to the materials resulting from the performance of Employee's duties at Qualtrics and all copies thereof, including works in progress, in whatever media, (the "Work"), will be and remain owned by Qualtrics upon creation; (b) Employee will mark all Work with Qualtrics' copyright or other proprietary notice as directed by Qualtrics; (c) to the extent that any portion of the Work constitutes a work protectable under the copyright laws of the United States (the "Copyright Law"), all such Work will be considered a "work made for hire" as such term is used and defined in the Copyright Law, and Qualtrics will be considered the "author" of such portion of the Work and the sole and exclusive owner throughout the world of copyright therein; (d) if any portion of the Work does not qualify as a "work made for hire" as such term is used and defined in the Copyright Law, Employee hereby irrevocably assigns and agrees to assign to Qualtrics or its affiliates, successors or nominees, without further consideration, all right, title and interest in and to such Work or in any such portion thereof and any copyright or other intellectual property rights therein throughout the world to the fullest extent permitted by applicable law; (e) Employee hereby waives and agrees not to assert any moral rights Employee may have or acquire in any such Work and agrees to provide written waivers from time to time as requested by Qualtrics; (f) Employee will execute and deliver to Qualtrics, upon request, appropriate assignments of such Work and copyright therein and such other documents and instruments as Qualtrics may request to fully and completely assign such Work and copyright therein to Qualtrics or its affiliates, successors or nominees; and (g) Employee hereby appoints Qualtrics as attorney-in-fact to execute and deliver any such documents on Employee's behalf in the event Employee should fail or refuse to do so within a reasonable period following Qualtrics' request.

(7) **Inventions and Patents.** For purposes of this Agreement, "Inventions" includes information, inventions, contributions, improvements, ideas, designs, designations, know-how or discoveries, whether protectable or not, and whether or not conceived or made during work hours and all related intellectual property rights throughout the world. Employee agrees that all Inventions conceived or made by Employee during the period of employment with Qualtrics belong to Qualtrics, provided they grow out of



Employee's work with Qualtrics or are related in some manner to the Business, including, without limitation, research and product development, and projected business of Qualtrics or its affiliated companies. Accordingly, Employee agrees that, both during and after the term of Employee's employment, Employee: (a) shall make adequate written records of such Inventions, which records will be Qualtrics' property; (b) hereby irrevocably assigns, and agrees to assign, to Qualtrics, at its request, any rights Employee may have to such Inventions for the U.S. and all foreign countries to the fullest extent permitted by applicable law; (c) waives and agrees not to assert any moral rights Employee may have or acquire in any such Inventions and agree to provide written waivers from time to time as requested by Qualtrics; and (d) shall assist Qualtrics (at Qualtrics' expense) in obtaining and maintaining patents, copyright or other registrations with respect to such Inventions and hereby appoints Qualtrics as attorney-in-fact to execute and deliver any such documents on Employee's behalf in the event Employee should fail or refuse to do so within a reasonable period following Qualtrics' request.

Employee understands and agrees that Qualtrics or its designee will determine, in its sole and absolute discretion, whether an application for patent will be filed on any Invention that is the property of Qualtrics, as set forth above, and whether such an application will be abandoned prior to issuance of a patent. Qualtrics will pay a bonus to be split among the inventors (as determined by Qualtrics) of an Invention upon Qualtrics' filing of a patent application and again upon the successful grant of a patent.

Employee further agrees that Employee will promptly disclose in writing to Qualtrics during the term of Employee's employment and for one (1) year thereafter, all Inventions whether developed during the time of such employment or during one (1) year thereafter, whether or not Qualtrics has rights in such Inventions, so that Employee's rights and Qualtrics' rights in such Inventions can be determined. Except as set forth on the signature page of this Agreement and any pages thereafter, Employee represents and warrants that Employee has no Inventions, software, writings or other works of authorship useful to Qualtrics in the normal course of the Business, which were conceived, made or written prior to the date of this Agreement and which are excluded from the operation of this Agreement. However, if, when acting within the scope of Employee's employment or otherwise on behalf of Qualtrics, Employee uses or (except pursuant to the preceding sentence) discloses Employee's own or any third party's confidential information or intellectual property (or if any Work or Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Qualtrics will have and Employee hereby grants Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

(8) **Remedies.** Employee agrees that Employee's violation of any of Sections (4)-(7) of this Agreement would cause Qualtrics irreparable harm which would not be adequately compensated by monetary damages and that an injunction may be granted by any court or courts having jurisdiction, restraining Employee from violation of the terms of this Agreement, upon any breach or threatened breach of Employee of the obligations set forth in any of Sections (4)-(7). The preceding sentence shall not be construed to limit Qualtrics from any other relief or damages to which it may be entitled as a result of Employee's breach of any provision of this Agreement including Sections (4)-(7).

(9) **Disclosure.** Employee agrees fully and completely to reveal the terms of this Agreement to any future employer or potential employer of Employee.

(10) **Representations of Employee.** Employee represents and warrants to Qualtrics that (i) Employee is not in possession or control of any documents that in any way constitute confidential, proprietary or trade secret information of a third party (including any former employer); (ii) Employee is not subject to a non-competition agreement that would preclude Employee's employment with Qualtrics; (iii) Employee has identified all confidentiality, proprietary, information, non-solicitation or similar agreements or obligations that it has with any third party and that, in the course of Employee's work for Qualtrics, Employee will not violate any such agreements or obligations; and (iv) Employee, in the course of

Employee's work for Qualtrics, will not use or disclose any tangible or intangible information that constitutes confidential, proprietary, or trade secret information of a third party (including a former employer) except pursuant to written authorization to do so (e.g., a technology license between Qualtrics and a third party). Employee agrees to indemnify Qualtrics and to hold it harmless against any and all liabilities or claims arising out of any violation of any of the foregoing representations or warranties made by Employee.

(11) **Assignability.** This is a personal service contract and is not assignable by the Employee. Qualtrics may assign its rights and obligations under this Agreement without Employee's consent at any time for any reason or no reason at all. This Agreement is binding upon Employee and Employee's heirs, personal representatives and permitted assigns and on Qualtrics and its successors and assigns.

(12) **Notices.** Any notices required or permitted to be given hereunder are sufficient if in writing and delivered by hand, by registered or certified mail, or by overnight courier, to Employee at the address written below or to Qualtrics at 333 River Park Drive, Provo, UT 84604, Attn: Legal Department. Notices shall be deemed to have been given (i) upon delivery, if delivered by hand, (ii) seven days after mailing, if mailed, or (iii) one business day after delivery, if delivered by courier.

(13) **Severability.** If any provision of this Agreement or compliance by any of the Parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision shall be deemed modified only to the extent necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. The Parties shall engage in good faith negotiations to modify and replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

(14) **Waivers.** No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver thereof. No single or partial waiver of a breach of any provision of this Agreement will operate or be construed as a waiver of any subsequent breach. No single or partial exercise of any right or remedy hereunder will preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereunder or by law. No action, inaction or waiver by Qualtrics with respect to its rights or remedies under any other agreement will operate as a waiver under this Agreement.

(15) **Arbitration; Forum.** To the maximum extent permitted by law, each Party agrees to submit any dispute, controversy, or claim arising out of or related to this Agreement and/or the Parties' relationship (including the termination of such relationship) to binding arbitration. Notwithstanding the foregoing, the Parties agree that any dispute, controversy, or claim based upon Sections (4), (5), (6), (7) and/or non-competition or sexual harassment ("Court-Eligible Claims") may be brought by either Party in federal or state court. Arbitration shall be administered exclusively by the American Arbitration Association ("AAA") and shall be conducted consistent with the rules, regulations, and requirements thereof. The applicable AAA rules may be found at [https://www.adr.org/sites/default/files/document\\_repository/EmploymentRules\\_Web.pdf](https://www.adr.org/sites/default/files/document_repository/EmploymentRules_Web.pdf). The arbitration shall take place in the State of Utah, and the AAA shall apply federal law, including the Federal Arbitration Act, and the laws of the State of Utah (without regard to its conflicts of law provisions), including as to the validity, construction and performance of this Agreement. Any arbitral award determination shall be final and binding upon the Parties. With respect to any Court-Eligible Claims that are brought to court, the Parties consent to the exclusive jurisdiction and venue of the federal or state courts in Salt Lake County, Utah.

(16) **Utah Law Governs.** The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah, without regard to its conflicts of law provisions.

(17) **Class Action, Collective Action, and Representative Action Waiver.** The Parties agree that any disputes under this Agreement or the employment relationship generally will be conducted on an individual basis only and that claims by either Party in arbitration or otherwise may only be brought in the Party's individual capacity, may not be brought on a class action, collective action, or representative basis, and may not be consolidated with other persons or entities. Further, each Party agrees to waive their respective rights to participate in any and all class actions, collective actions, and/or other representative actions, including participating as a named plaintiff or as a member of a class action, collective action, and/or other representative action, for any and all claims under this Agreement. Accordingly, there shall be no right or authority for any claims to be brought, heard or arbitrated as a class action, collective action, or representative action ("Class Action Waiver"). The Class Action Waiver shall be severable from this Agreement in any case in which: (a) the claim is filed or pursued as a class action, collective action, or representative action; and (b) this Class Action Waiver is found to be unenforceable. In such instances, the class action, collective action, or non-PAGA representative action must be litigated in a civil court in accordance with Section (15). This Class Action Waiver shall be severable in any case in which the dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration. Claims under the California Labor Code Private Attorneys General Act, Cal. Lab. Code § 2698 *et seq.* ("PAGA"), are not subject to the arbitration provisions in this Agreement.

(18) **Counterparts.** This Agreement may be executed in counterparts in different places, at different times and on different dates, and in that case all executed counterparts taken together collectively constitute a single binding agreement.

(19) **Entire Agreement; Headings.** This Agreement (and any Addendums to it) contains the entire agreement of the Parties with respect to the relationship between Employee and Qualtrics and supersedes all prior agreements and understandings. This Agreement may be changed only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension or discharge is sought, and any such signing by Qualtrics must be by an authorized signatory. The headings contained in this Agreement are for convenience only and do not limit or otherwise affect the provisions of this Agreement.

[Signature page follows]



**IN WITNESS WHEREOF**, the Parties have duly signed and delivered this Agreement as of the Effective Date.

**QUALTRICS, LLC**

**EMPLOYEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name: Sydnee Christensen

Print Name: Nehmya Negash

Title: Managing Counsel

Date:

Please send details about any creations conceived,  
made or written prior to the date of this  
Agreement to legal-employment@qualtrics.com.

In Process

## **Data Privacy, Professional Secrets, and Telecommunications Secrets Agreement**

In consideration of my employment with Qualtrics or its affiliates (collectively “Qualtrics”), I hereby covenant and agree to the following provisions related to personal data, professional secrets, and telecommunications secrecy (collectively, “Confidential Information”):

### **1. Personal Data**

- 1.1. I agree to keep confidential any personal data that I may have access to or gain knowledge of in the course of my employment, and to process and use such data only as instructed by my employer for business function purposes.
- 1.2. I will not process personal data without authorization. Processing includes the collection, retrieval, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of personal data. Accordingly, I agree to: (1) process personal data only to the extent necessary, and for no other purpose than, to legitimately fulfill my official business function; and (2) obey any legal and internal rules regarding the treatment and protection of personal data, including all technical and organizational measures to protect the security of processing and to avoid the destruction, loss, alteration, unlawful disclosure or unauthorized access of personal data.
- 1.3. This obligation applies to any personal data I may obtain during my employment, whether it relates to Qualtrics customers, partners, consultants, employees or other third parties.

### **2. Professional Secrets**

- 2.1. During my work for Qualtrics I may obtain access to or knowledge about customer information, including for customers who are subject to professional secrecy obligations and heightened confidentiality rules. These customers may include physicians, lawyers, statutory auditors, tax advisors as well as hospitals, private health-, accident- or life-insurance companies or pharmacies.
- 2.2. These customers with professional secrecy obligations may have legal obligations to ensure that service providers (such as Qualtrics) and their staff adhere to heightened confidentiality obligations.
- 2.3. Depending on my job responsibilities, I may be regarded as a person who contributes to the professional services of a customer who bears a professional secrecy obligation. To the extent I have access to customer data that falls within the scope of applicable national professional or penal laws (“Professional Secrets”), I have been informed and am aware that: (1) relevant national law may make it an offense for a person to unlawfully disclose another’s Professional Secrets that he or she was entrusted with in the course of their employment activity; and (2) I may claim a right to refuse to give evidence towards state or government institutions with regard to Professional Secrets and that I am obliged to exercise this right.
- 2.4. I agree to limit my access to and knowledge of Professional Secrets to only that which is necessary to fulfill my employment obligations. I agree to treat Professional Secrets as strictly confidential and to protect them against disclosure to or by third parties.

### **3. Telecommunications Secrecy**

- 3.1. During my work for Qualtrics, I may obtain access to or knowledge about information that falls within the scope of relevant national telecommunications secrecy laws, and which is therefore subject to heightened confidentiality.
- 3.2. Telecommunications secrecy laws may apply to the extent that Qualtrics provides telecommunications services, and to the extent that I contribute to such telecommunication services and am granted access to data that falls within the scope thereof.
- 3.3. Telecommunications secrecy comprises both the content of telecommunications and the circumstances thereof, including the fact of whether a person is or has been involved in telecommunications traffic. Telecommunications secrecy also covers the circumstances surrounding unsuccessful call attempts (collectively, "Telecommunications Secrets").
- 3.4. I have been informed and I am aware that relevant national law may make it an offense for a person to unlawfully disclose Telecommunications Secrets that he or she was entrusted with in the course of their employment activity.
- 3.5. I agree to limit my access to and knowledge of Telecommunications Secrets to only that which is necessary to fulfill my employment obligations. I agree to treat Telecommunications Secrets as strictly confidential and to protect them against disclosure to or by third parties.

#### **4. General Provisions**

- 4.1. My obligations herein regarding Confidential Information shall remain in force after termination or expiration of my employment and/or my access to Confidential Information.
- 4.2. I agree that any unauthorized use of Confidential Information in violation of this Agreement or applicable law may cause Qualtrics irreparable harm and that Qualtrics shall have the right to apply to a court of competent jurisdiction for an order enjoining any further misappropriation and for such other relief as Qualtrics deems appropriate. This right is in addition to the remedies otherwise available to Qualtrics. Furthermore, I acknowledge that any violation may result in disciplinary action up to and including dismissal from employment. The unauthorized disclosure of Professional Secrets may further result in criminal penalties or imprisonment in accordance with applicable law.
- 4.3. This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, statements, representations and understandings. For the avoidance of doubt, this agreement does not supersede my employment agreement. This agreement may not be amended except in a written variation signed by both Qualtrics and me.
- 4.4. The failure to exercise any right provided in this agreement shall not be a waiver of prior or subsequent rights. If any term or provision hereof is found to be invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable term or provision shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

IN WITNESS WHEREOF, this agreement is executed as of the date written below.

NAME: Nehmya Negash

DATE:

SIGNATURE:

In Process

# Qualtrics Employee Stock Purchase Plan (ESPP)

At Qualtrics, we want our employees to experience the opportunity to be an owner and stakeholder in a company they believe in. We believe in the success of Qualtrics and want to give our employees the chance to share in that success!

## How the Qualtrics ESPP works

An employee stock purchase plan (ESPP) is a program that allows employees to contribute a portion of each paycheck toward the purchase of company stock at a discounted price. The Qualtrics ESPP includes a look back feature, which enables employees to purchase shares at a discount to either the stock price at the beginning of the offering period or the end of the offering period, whichever is lower. The process is outlined below.

1. New full-time employees will have the opportunity to enroll in the ESPP in the enrollment period following their start date.
2. You make your contribution selection through our provider Shareworks. You can elect to contribute between 1% and 20% of your base salary to the program, and you are locked in at this percentage for the entire offering period.
3. At the end of the purchase period, those contributions will be used to purchase shares at the discounted price of 15% below the normal price at the beginning or end of the period, whichever is lower.
4. Once the shares are purchased, you will have the choice to sell your Qualtrics shares or hold them, subject to our insider trading policy.

## Reminders

- Qualtrics purchase periods are 6 months, and they begin on February 1st and August 1st of every year.
- The annual purchase limit is USD \$25k of pre-discounted purchases per calendar year (before the 15% discount). The limit per period is USD \$15k of pre-discounted purchases.
- You can withdraw from the ESPP at any time before the purchase date and get a refund of your contributions.
- If you leave Qualtrics, your shares remain yours and any contributions for shares not yet purchased will be refunded via payroll.

This is a short overview of how our ESPP works. Please see plan documentation for full details.