

CONFIDENTIALITY AND PARTICIPATION AGREEMENT RESPONSIBLE DISCLOSURE PROGRAM

This Confidentiality and Participation Agreement (“Agreement”) is made and entered into as of the date last signed below or any earlier date agreed to by the parties (“Effective Date”), by and between 42Gears Mobility Systems Pvt. Ltd and its subsidiaries, (“42Gears”), and the individual set forth on the signature page below (the “Recipient”). In consideration of the mutual obligations in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURPOSE.

42Gears and Recipient desire to have discussions and establish obligations regarding Recipient’s participation in 42Gears’s Responsible disclosure Program (the “Purpose”) and 42Gears would like to receive input, suggestions and other feedback relating to such participation, including potential bugs identified by Recipient pursuant to the Bug Bounty Program (“Feedback”). In connection with such discussions, 42Gears and Recipient recognize (a) there is a need for 42Gears to disclose to Recipient and/or (b) Recipient may be otherwise exposed to certain highly sensitive and confidential information of 42Gears. 42Gears and Recipient agree that such information shall be used only for the Purpose, and that Recipient must protect such confidential information from unauthorized use by strict adherence to the terms and conditions of this Agreement.

2. DEFINITION OF CONFIDENTIAL INFORMATION

“Confidential Information” means (a) any technical and non-technical information submitted and/or disclosed by Recipient to 42Gears whether orally or in writing related to 42Gears’s infrastructure, network, storage, products, user interfaces, source code, specifications, or other 42Gears properties (the “42Gears Assets”) and potential bugs, vulnerabilities, or other security weaknesses in 42Gears’s Assets (the “Submissions”), including for example and without limitation, information concerning software bugs identified by Recipient in 42Gears’s Assets; and (b) technical and non-technical information disclosed by 42Gears to Recipient whether orally or in writing, and whether or not marked confidential or proprietary, related to 42Gears’s Assets; business; current, future and proposed products and services; or security status, including for example and without limitation,

remediation plans for any identified bugs, development, design details, or specifications. Confidential Information shall also include the terms and conditions of this Agreement and the terms and conditions of 42Gears Vulnerability Terms and Conditions.

3. NONDISCLOSURE AND NON-USE OBLIGATIONS.

Recipient shall (a) securely maintain the Confidential Information in trust and confidence; (b) not disseminate, or in any way disclose any of the Confidential Information to any third party, otherwise as authorized by 42Gears in writing; and c) not use any such Confidential Information for any purpose other than the Purpose mentioned herein. Recipient shall ensure that it prevents the unauthorized use, dissemination, or publication of the Confidential Information. Furthermore, Recipients shall not disclose the existence of any discussions or consultations in progress between the parties to any form of public media without the prior written approval of 42Gears. (d) shall not publicly disclose the vulnerability to any third party on any online or physical platform without prior written approval of 42Gears.

4. EXCLUSIONS FROM NONDISCLOSURE AND NON-USE OBLIGATIONS.

Recipient’s obligations under Section 3 (Nondisclosure and Non-use Obligations) shall not apply to any Confidential Information that Recipient can document was in the public domain at or subsequent to the time such Confidential Information was disclosed under this Agreement. A disclosure by Recipient of any Confidential Information (i) in response to a valid order by a court or other governmental body; (ii) as otherwise required by law shall not be considered to be a breach of this Agreement; provided, however, Recipient shall provide prompt prior written notice thereof to 42Gears

and provide reasonable assistance to enable 42Gears to seek a protective order or otherwise prevent or contest such disclosure.

5. **OWNERSHIP**

A. Subject to the terms of Section 5B below, all Confidential Information, and any Derivatives (defined below) are the sole and exclusive property of 42Gears and no license or other rights to such Confidential Information, Derivatives or any intellectual property rights of 42Gears are granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material that is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws.

B. Except as might be specified in Section A above, 42Gears is not claiming any ownership rights to Recipient’s bug submission. However, by providing the submission to 42Gears, Recipient:

i. grants 42Gears the following non-exclusive, irrevocable, perpetual, royalty free, worldwide, sub-licensable license to the intellectual property in Recipient’s submission: (i) to use, review, assess, test, and otherwise analyze Recipient’s submission; (ii) to reproduce, modify, distribute, display and perform publicly, and commercialize and create derivative works of Recipient’s submission and all its content, in whole or in part, in connection with 42Gears’s Responsible Disclosure Program; and (iii) to feature Recipient’s submission and all of its content in connection with the marketing, sale, or promotion of this program (including internal and external sales meetings, conference presentations, trade shows, and screen shots of the submission in press releases) in all media (now known or later developed);

ii. agree to sign any additional documentation that may be required for 42Gears or its designees to make sure of the rights Recipient granted above;

iii. understand and acknowledge that 42Gears may have developed or commissioned materials similar or identical to Recipient’s submission, and Recipient waives any claims Recipient may have resulting from any similarities to Recipient’s submission.

iv. understand that Recipient qualifies for a one-time settlement/goody for qualified vulnerability and are not guaranteed any other compensation or credit for use of Recipient’s submission; and

v. represents that Recipient’s submission is Recipient’s own work and that Recipient has not used information owned by another person or entity.

C. Recipient shall:

i. attest and acknowledge that (a) Recipient did not acquire any personal information from 42Gears of any of its customers or (b) if Recipient did acquire any personal information of 42Gears, no unauthorized use was made of such personal information. 42Gears reserves the right to make multiple requests for such attestation and acknowledgement; and

ii. immediately destroy or deliver to 42Gears, at 42Gears’s option, all materials in Recipient’s possession or control (even if not 42Gears-furnished) that contain or disclose any of such 42Gears’s Confidential Information. Recipient shall provide 42Gears a written certification of Recipient’s compliance with Recipient’s obligations under this Section.

6. **NO WARRANTY.**

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR APPLICABILITY.

Further, 42Gears will not have any liability or responsibility for any special, indirect, incidental, consequential, or exemplary damages in connection with this Program (however arising, including negligence) including, without limitation, damages relating to the loss of profits, income or

goodwill, even if it is aware of the possibility of such damages, in no event will 42Gears's liability for monetary damages under this Undertaking or Program exceed the Reward payable by 42Gears to me, if any, under this Program.

7. FEEDBACK.

By signing below, you (on behalf of yourself if you are an individual and your company if you are providing Feedback on behalf of the company) grant 42Gears under all applicable intellectual property rights owned or controlled by you or your company a nonexclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit Feedback you provide for any purposes in the sole discretion of 42Gears. You warrant to the best of your knowledge that you have rights to provide this Feedback, and if you are providing Feedback on behalf of a company, you warrant that you have the rights to provide Feedback on behalf of your company. You also acknowledge that 42Gears is not required to incorporate your Feedback into any version of the 42Gears products or services.

8. DISCLOSURE OF THIRD-PARTY INFORMATION.

Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

9. NO EXPORT

Recipient shall not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations, including without limitation the export control laws of the United States and United Kingdom.

10. TERM

This Agreement shall govern all communications between the parties that are made from the Effective Date to the date on which the Recipient receives from 42Gears written notice that subsequent communications

shall not be so governed; provided, however, that Recipient's obligations under Section 3 (Nondisclosure and Non-use Obligations) shall continue in perpetuity with respect to the Confidential Information that such Recipient has received prior to the termination date unless such obligations no longer apply pursuant to Section 4 (Exclusions from Nondisclosure and Non-use Obligations).

11. NO ASSIGNMENT.

Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of 42Gears. Any purported assignment or transfer of rights in violation of this Section is void.

12. INJUNCTION RELIEF.

A breach by Recipient of this Agreement will cause irreparable and continuing damage to 42Gears for which money damages are insufficient, and 42Gears shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate).

13. INDEMNITY

Recipient agrees to indemnify 42Gears for any loss or damage suffered as a result of any breach of the terms of this Agreement, including any reasonable fees incurred by 42Gears in the collection of such indemnity.

14. GOVERNING LAW; FORUM

This Agreement shall be governed in all respects by the laws of India and Bengaluru shall have an exclusive jurisdiction to settle any dispute. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

15. SEVERABILITY.

If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be

deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

16. WAIVER; MODIFICATION.

If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties' consent in writing.

17. ENTIRE AGREEMENT

This Agreement, along with the terms in the 42Gears Responsible Disclosure Program, which is incorporated here by this reference, constitute the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral. In the event of a conflict between the terms of this Agreement and the Bug Bounty Program, the terms of this Agreement shall control.

By: **42Gears Mobility Systems Private. Limited.**

By:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Address: 1st Floor, 2B, AMR Tech Park,
Hosur Main Road, Bommanahalli,
Bengaluru - 560068, Karnataka, India

Address: