

PARADE TECHNOLOGIES, LTD.

MUTUAL CONFIDENTIALITY AGREEMENT

This Agreement (“**Agreement**”) is made by and between Parade Technologies, Ltd., an exempted company incorporated in the Cayman Islands with limited liability, with its office at c/o Parade Technologies, Inc., 2720 Orchard Parkway, San Jose, CA 95134 (“**Parade**”) and the entity purchasing products from Parade or otherwise engaging in business discussions with Parade (the “**Company**”). Parade and Company are hereinafter referred to individually as a “**Party**” or jointly as the “**Parties**”. By accepting Parade’s Standard Terms and Conditions of Sale, Company accepts the terms this Agreement. For purposes of this Agreement, each Party includes each signing entity as well as Affiliates thereof. An “**Affiliate**” means any subsidiary, person, corporation, or other form of enterprise, domestic or foreign, that directly or indirectly control, are controlled by, or are under common control with a Party; provided however, that the term “Affiliate” shall expressly exclude any such person or entity that is a direct competitor of the Discloser.

1. PURPOSE.

Parade and Company wish to evaluate a potential business relationship between the Parties (the “**Purpose**”). Parade and Company each desire to disclose (in such case the “**Discloser**”) and to receive (in such case the “**Recipient**”) certain Confidential Information (as defined below) regarding the Purpose.

2. CONFIDENTIAL INFORMATION.

“**Confidential Information**” means any and all information and material disclosed by the Discloser to the Recipient (whether in writing, or in oral, graphic, electronic or any other form) that is marked in writing as confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure, or that would reasonably be considered confidential based on the nature of such information. Confidential Information, includes, without limitation, any (a) know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast of, and (b) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information and materials of Discloser and its Affiliates, employees, consultants, investors, affiliates, licensors, suppliers, vendors, customers, clients, and other persons and entities, provided that all of the foregoing are identified or otherwise qualify as confidential or proprietary in accordance with the procedures set forth above.

3. NON-DISCLOSURE AND LIMITED USE.

3.1. Recipient shall not use any Confidential Information for any purpose other than for the Purpose. Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees, consultants, and agents who need to know such information in order to carry out the Purpose and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less protective of Discloser and its Confidential Information than those set forth herein. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the

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confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. Recipient shall not decompile, disassemble or otherwise reverse engineer any Confidential Information or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied therein.

3.2 Except as required by law, neither Party shall disclose the existence or substance of the discussions between the Parties or any terms of this Agreement or any related agreement between the Parties (or any matters relating thereto), without the prior written consent of the other Party. Recipient's obligations under this Section 3 shall survive and continue for five (5) years from the date of disclosure of any Confidential Information, provided however, that the obligations shall continue indefinitely for any Confidential Information which qualifies for trade secret protection under applicable law, or which is retained pursuant to Section 9.

4. EXCEPTIONS.

The obligations of this Agreement shall not apply with respect to any Confidential Information to the extent such Confidential Information:

- (a) is or becomes publicly known through no act or omission of Recipient;
- (b) is already in the possession of the Recipient at the time of disclosure under this Agreement, as evidenced by Recipient's written records;
- (c) lawfully received by Recipient from a third party without obligation of confidence;
or
- (d) is independently developed by Recipient without the use of or reference to Confidential Information of Discloser, as evidenced by Recipient's contemporaneous written records.
- (e) In addition, Recipient may use or disclose specific Confidential Information to the extent approved by Discloser, and may also disclose such information when legally compelled to do so, provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser reasonable advance notice prior to any such compelled disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order against or narrowing the scope of such disclosure and/or use of the Confidential Information.

5. OWNERSHIP.

All Confidential Information of Discloser (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of Discloser. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this Agreement or any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the express provisions of this Agreement. All rights relating to the Discloser's Confidential Information that are not expressly granted hereunder to Recipient are reserved and retained

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by Discloser.

6. NO WARRANTY; REPRESENTATION

Except as may be otherwise agreed to in writing, no warranties of any kind, whether express or implied, are given by Discloser with respect to any Confidential Information or any use thereof, and the Confidential Information is provided on an "AS IS" basis. The Discloser shall have no liability to the Recipient resulting from any use by the Recipient of the Discloser's Confidential Information. Discloser hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose, non-infringement and any warranties arising out of course of performance, course of dealing or usage of trade. Each Party represents that it has the right to make disclosures under this Agreement.

7. TERMINATION.

Either Party may terminate this Agreement at any time upon written notice to the other Party, and neither Party shall have any obligation to disclose any Confidential Information or to continue discussions relating to, or to enter into or continue any arrangement or agreement relating to, the Purpose or any other matter, except as agreed in writing by the Parties. Sections 4, 5, 6, 7, 8, 9 and 11 and, to the extent expressly provided therein, Section 3, shall survive the expiration or termination of this Agreement.

8. INJUNCTIVE RELIEF.

Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information of Discloser may cause irreparable harm and significant injury to Discloser, the extent of which may be difficult to ascertain and for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

9. RETURN OF MATERIALS.

Upon any termination of this Agreement, or at any time at Discloser's request, Recipient shall cease using Discloser's Confidential Information and promptly return to Discloser or destroy all materials (in written, electronic or other form) containing or constituting Confidential Information of Discloser, including any copies and extracts thereof. Notwithstanding the foregoing, the obligations of this section shall not apply to Discloser's Confidential Information retained as required by law or as a result of routine computer system backup by Recipient, provided that such retained copies will remain subject to the restrictions on use and disclosure set forth in this Agreement for so long as they are retained.

10. NOTICES.

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Notice shall be given hereunder by either Party to the other in writing by personal delivery, facsimile, email, common carrier such as FedEx or UPS, or by certified mail, postage prepaid and return receipt requested. The notice shall be deemed received (i) on the day of delivery if it is personally delivered, by facsimile, by email, or by a common carrier, and (ii) three (3) days from the date of mailing if it is by certified mail (postage prepaid and return receipt requested). Notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this paragraph.

11. MISCELLANEOUS.

11.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, negotiations, conditions, communications and agreements, whether oral or written, between the Parties relating to the subject matter hereof and all past courses of dealing or industry custom.

11.2 No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both Parties.

11.3 The waiver by either Party of a default under any provision of this Agreement shall not be construed as a waiver of any subsequent default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

11.4 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. Any dispute arising hereunder shall be resolved in the state or federal courts located in the Northern District of California, and the Parties hereby consent to the jurisdiction of such courts and agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts; provided however, in the event of any unauthorized disclosure or use or threat of unauthorized disclosure or use of the Confidential Information, the non-defaulting Party will have the right to seek injunctive or other equitable relief in any court of competent jurisdiction, in addition to any other rights and remedies it may have. Should legal action arise concerning this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded by any court of competent jurisdiction.

11.5. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either Party, in whole or part, whether voluntarily, by operation of law, change of control or otherwise, without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.6. 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 invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effectuate the intent of the Parties and shall be

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reformed to the extent necessary to make such provision valid and enforceable. The Parties are independent contractors, and neither Party shall have any authority of any kind to bind the other Party in any respect whatsoever.

11.7. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which, when taken together, constitute the same instrument.

11.8. Each Party shall comply with all applicable laws and regulations in connection with any acts or omissions under or relating to this Agreement, including, without limitation, all laws and regulations relating to the export of technical data or products and/or data privacy.

11.9. If the Parties mutually agree to enter into or continue a business relationship (or other arrangement) between the Parties and do not enter into new confidentiality terms, the terms and conditions of this Agreement shall also apply to any information and/or materials exchanged in relation to, or activities undertaken in connection with, carrying out such business relationship or other arrangement, and the Purpose will be deemed to include carrying out such business between the Parties.