

INTERWORK ALLIANCE, INC.

CONFIDENTIALITY AND NON-DISCLOSURE POLICY

This Confidentiality and Non-Disclosure Policy (as amended from time to time, this “**Policy**”) is a policy of InterWork Alliance, Inc., a Delaware nonprofit corporation (the “**Corporation**”). All Participants in Corporation Activities (as defined below) are required to agree to and abide by the terms of this Policy.

1. Overview of this Policy and Amendments

This Policy applies to the Corporation and each Participant, and establishes Corporation’s and each Participant’s confidentiality and non-disclosure requirements relating to Confidential Information, as defined below. Participants are advised to limit disclosure of Confidential Information they do not wish the Corporation to use in connection with Corporation Activities. The requirements set forth in this Policy may be superseded only with the express written consent of the Board, may only apply prospectively, and only in a manner that applies equally to all Participants of an affected Corporation Activity (e.g. the Board authorizes a project within Corporation with alternative rules). This Policy may be amended from time to time in accordance with the Bylaws of the Corporation, and the Board will provide notice of any material changes to this Policy by making the updated Policy available to Participants.

2. Definitions

2.1. “**Board**” means the Board of Directors of the Corporation or such designees as are appointed and assigned the requisite authority by the Board of Directors.

2.2. “**Confidential Information**” means all oral and written information (including, without limitation, information in electronic form) and material, in tangible or intangible form (including, but not limited to, trade secrets, technical, employment, management, operating, business and marketing information), which the Corporation, a Participant, or its respective Representatives (each a “**Disclosing Entity**”) provides, directly or indirectly (including by permitting observation), to a Participant or its respective Representatives, or to the Corporation’s Representatives except as provided in Section 3.5 (a “**Receiving Entity**”) in connection with or in the course of Corporation Activities. Confidential Information will also include (a) prospective announcements or other public releases by the Corporation in connection with or in the course of Corporation Activities and (b) any analyses, compilations, studies or other documents prepared by the Receiving Entity that contain any Confidential Information. Notwithstanding the foregoing, the following will not be considered Confidential Information: (i) information that is publicly available, including standards, specifications and other material publicly released by the Corporation, other than due to a violation of this Policy; (ii) information that is rightfully

received from a third party without any obligation of confidentiality; (iii) information that is rightfully known to the Receiving Entity without any limitation on use or disclosure prior to its receipt from the Disclosing Entity; (iv) information that is independently developed by the Receiving Entity and is not derived by the Receiving Entity from the Confidential Information of the Disclosing Entity; or (v) information provided by the Disclosing Entity that is not related to Corporation Activities.

2.3. “**Corporation Activities**” means activities carried on by the Corporation and Corporation employees, by a Participant on behalf of the Corporation, or through the collaborative effort of more than one Participant under the auspices of the Corporation, including activities carried out by or on behalf of working groups, committees and sub-committees, task forces, and the Board.

2.4. “**Member**” means a member of the Corporation who has signed a Membership Agreement.

2.5. “**Participant**” means an individual authorized to represent a Member pursuant to the terms of the Membership Agreement, that participates in any Corporation Activities including as a working group member, committee and sub-committee member, task force member, forum participant, or software contributor. Non-members shall not participate in Corporation Activities unless an identified non-member is invited to join, in writing, for a specified activity at a pre-determined level of involvement by the Corporation management and such involvement is pursuant to an executed specific agreement which is approved by the Corporation President or Executive Director.

2.6. “**Purpose**” means the participation in and conduct of Corporation Activities, including discussions related thereto.

2.7. “**Representatives**” means Corporation’s or a Participant’s directors, officers, employees, agents, affiliates or contractors, including any third-party service providers.

3. General Responsibilities of Receiving Entity

3.1. The Receiving Entity shall keep the Disclosing Entity’s Confidential Information in confidence using the same safeguards as it uses to protect its own Confidential Information of comparable value or sensitivity, but in any event safeguards that meet or exceed industry standards for businesses similar to the Receiving Entity.

3.2. The Receiving Entity shall not, without the written consent of the Disclosing Entity, disclose or permit the Disclosing Entity’s Confidential Information to be disclosed to anyone other than the Receiving Entity’s Representatives to the extent such persons have a legitimate need to know the Confidential Information in connection with the Purpose, are

informed of the confidential nature of such information, and are subject to confidentiality obligations at least as restrictive as those contained in this Policy.

3.3. The Receiving Entity shall not use and not permit its Representatives to use the Disclosing Entity's Confidential Information for any reason other than in connection with the Purpose.

3.4. The Receiving Entity shall be fully responsible to the Disclosing Entity for its or any of its Representatives' violation of the Receiving Entity's obligations hereunder.

3.5. Corporation itself is not a Receiving Entity for purposes of this Policy, and authorized actions taken by Corporation's Representatives on behalf of Corporation shall not be subject to confidentiality or non-disclosure obligations under this Policy. Unless acting pursuant to the foregoing sentence, Corporation's Representatives are Receiving Entities under this Policy.

4. Responsibilities in the Event of Legally-Mandated Disclosure

4.1. If a Receiving Entity is required by any order of a court of competent jurisdiction, legislative or administrative body, or by any applicable law, rule, regulation, or subpoena to disclose any Confidential Information of the Disclosing Entity, including in the course of an examination by a regulatory or self-regulatory authority, then to the extent permitted by applicable law or regulation, the Receiving Entity will first provide the Disclosing Entity with prompt written notice of such requirement in order to afford the Disclosing Entity an opportunity to seek an appropriate protective order and the Receiving Entity shall, at the request and expense of the Disclosing Entity, reasonably cooperate with any such activities of the Disclosing Entity.

4.2. If the Disclosing Entity is unable to obtain or does not seek a protective order and the Receiving Entity is required to disclose the Confidential Information, then such disclosure of the Confidential Information (to the extent required by the order of the court, legislative or administrative body, or by the applicable law, rule, regulation, or subpoena as reasonably determined by the Receiving Entity's legal advisors) will not be deemed to be a violation of this Policy.

5. Return of Confidential Information

5.1. Subject to Section 5.2, upon written request of the Disclosing Entity, the Receiving Entity shall return or destroy the Disclosing Entity's Confidential Information and any physical copies to the Disclosing Entity and shall destroy any electronic copies of any such materials.

5.2. In the event of a written request from the Disclosing Entity to the Receiving Entity pursuant to Section 5.1, and subject to any additional record retention requirements under applicable law or regulation, (i) the Receiving Entity's legal counsel shall be permitted to retain one copy of the Confidential Information for evidentiary purposes only and (ii) nothing herein shall require the alteration, deletion or destruction of back-up tapes or other back-up media made in the ordinary course of business; *provided*, that in each case, the Receiving Entity informs the Disclosing Entity in writing if it retains any Confidential Information under this Section 5.2 and maintains the confidentiality of such Confidential Information and does not use such Confidential Information in a manner inconsistent with this Policy; *provided, further*, that this Section 5.2 shall not apply to written requests made pursuant to Section 5.1 within forty-five (45) days of initial disclosure in which the Disclosing Entity affirms that the Confidential Information was inadvertently disclosed.

5.3. A Disclosing Entity may require a Receiving Entity to return or destroy its Confidential Information under this Section 5 without requiring other Participants to similarly return or destroy such Confidential Information.

6. Other Limitations and Acknowledgments

6.1. Participants shall only discuss or exchange information that is related to the Purpose, and shall otherwise comply with the Corporation Antitrust Policy and Guidelines.

6.2. Nothing contained in this Policy will preclude any Participant from entering into any agreement with another Participant or a third party, or obligate any Participant to any other Participant, except as provided herein. Nothing in this Policy will compel or obligate a Participant to enter into any transaction with any other Participant or furnish information to any other Participant.

6.3. Each Participant acknowledges that the Disclosing Entity makes no representation as to the accuracy or completeness of any information or material provided as Confidential Information, and that the Disclosing Entity on behalf of itself and its Representatives disclaims any liability therefor.

6.4. All Confidential Information provided by the Disclosing Entity hereunder is, and shall remain, the property of the Disclosing Entity. Nothing herein shall be construed as granting or conferring any rights, by license or otherwise, in the Confidential Information of the Disclosing Entity except as expressly provided herein.

7. Violations; Remedies

7.1. In the event of a violation or threatened violation of this Policy by a Receiving Entity or its Representatives, the applicable Disclosing Entity will have no adequate remedy in monetary damages and, accordingly, shall be entitled, in addition to any

other right and remedies it may have in law or in equity, to seek an injunction against such violation to enjoin and restrain any violation or threatened violation of this Policy. The applicable Receiving Entity hereby agrees not to defend against such action on the basis that monetary damages are an adequate remedy.

7.2. Any violation of this Policy by a Participant constitutes a violation only by such Participant and only as to the Disclosing Party whose Confidential Information is affected thereby.

8. Term; Scope; Supersession of Other Agreements

8.1. A Receiving Entity's obligations hereunder with respect to each item of a Disclosing Party's Confidential Information shall continue in full force and effect for a period of three (3) years from the date of such disclosure, or until such earlier time as such item is no longer considered Confidential Information through no wrongful action or inaction on the part of the Receiving Party.

8.2. This Policy constitutes the full extent of rights and responsibilities as between Participants with respect to Confidential Information. For the avoidance of doubt, provided that a Participant remains in compliance with this Policy, nothing in this Policy shall be construed to restrict the involvement of such Participant in other projects or initiatives that may have similar goals as the Corporation.

8.3. This Policy supersedes any and all prior or contemporaneous oral or written agreements whether express or implied, regarding the same subject matter as this Policy, including, but not limited to, the "Confidentiality and Information Sharing Agreement" entered into by and among certain Participants prior to the formation of the Corporation.

This Policy was adopted by the Board on _____, 2020.

[End of Confidentiality and Non-Disclosure Policy]