

## NON-DISCLOSURE AGREEMENT

The receiving party ("**Receiving Party**") agrees to the following non-disclosure agreement ("**Agreement**") by filling in the contact form to request access to the SOC2-report of Phished BV with registered office at Bondgenotenlaan 138, 3000 Leuven, Belgium ("**Phished**"). This Agreement is effective as of the submission of the contact form.

### WHEREAS:

In connection with evaluating the security, privacy, and compliance practices of Phished, Phished will exchange confidential information regarding its security, privacy and/or compliance practices with the Receiving Party ("**Purpose**").

### THE FOLLOWING IS AGREED:

#### 1. Definitions

1.1. **Confidential Information:** means any and all information in any medium or format (including orally), relating to the Purpose that Phished and/or its Affiliates exchange (regardless how), directly or indirectly, with the Receiving Party and/or its Affiliates, whether before or after the date of this Agreement and whether in the form disclosed or in a derivative form, including – but not limited to – (parts of the) third-party reports on security, compliance practices, including SOC2; technical and network diagrams; and any information, findings, data or analysis derived from Confidential Information. This includes information identified as confidential or which, under the circumstances, should reasonably be recognized as confidential, but excludes any information referred to in Article 2.

1.2. **Affiliate:** means any entity that directly or indirectly controls or owns, is controlled or owned by or is under common control or ownership of another entity.

#### 2. Exceptions

2.1. Confidential Information does not include information that:

- a. was known by the Receiving Party prior to receiving such Confidential Information from Phished or its Affiliates;
- b. is known or hereafter becomes generally known or available to the public without a breach of the Receiving Party's confidentiality obligations; or
- c. is independently developed by or for the Receiving Party (without the benefit of Phished's Confidential Information);
- d. is rightfully acquired by the Receiving Party from a third party who is not under any confidentiality obligation for that information.

#### 3. Obligations

3.1. In consideration of Phished agreeing to disclose Confidential Information, the Receiving Party will, for the duration of this Agreement:

- a. take appropriate technical and organizational measures to maintain the strict confidentiality of the Confidential Information. Such measures shall not be inferior to those taken by the Receiving Party to protect its own Confidential Information.
- b. not use Phished's Confidential Information except to support the Purpose; **and**
- c. only disclose such Confidential Information in accordance with Article 4 or with Phished's prior written consent.

#### 4. Permitted disclosures

4.1. The Receiving Party may disclose Confidential Information to its Affiliates, its (and its Affiliates') employees, officers, directors, consultants and advisers who have a bona fide need to know the Confidential Information in order to fulfil the Purpose, provided that the Receiving Party procures that each Representative complies with the obligations set out in this Agreement as if he or she were a party to this Agreement. In any case, the Receiving Party may not, under any circumstance, publish or otherwise reproduce, circulate, quote or make known (any part of) the SOC2-rapport of Phished.

4.2. This Article will not restrict the Receiving Party from disclosing Confidential Information to the minimum extent required by (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction or (b) the laws or regulations of any country to which its affairs of those of its Affiliates are subject. Before he Receiving Party discloses such Confidential Information, it shall, to the extent permitted, use reasonable endeavours to give Phished as much notice as possible.

#### 5. Duration

5.1. The agreement is entered into force after signing and shall remain effective for a period of three (3) years after the last information has been exchanged with the Receiving Party.

#### 6. Return of Confidential Information

6.1. Upon written request by Phished, the Receiving Party will promptly: (a) return or destroy (at Phished's election) all documents containing, reflecting or based on the Phished's Confidential Information together with all copies thereof; and (b) erase all electronic copies of such Confidential Information; and (c) to the extent technically and legally practicable procure the deletion of such Confidential Information which is stored in electronic form on systems and data storage services provided by third parties.



- 6.2. Upon written request by Phished, the Receiving Party certifies in writing its compliance with the obligation in Article 6.1.
- 6.3. Nothing in this Article shall require the Receiving Party to return or destroy any documents and materials that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any applicable listing authority or stock exchange.
- 6.4. The provisions of this Agreement shall continue to apply to any such documents and materials retained by the Receiving Party pursuant to this Article.

## 7. Boundary of the Agreement

- 7.1. All Confidential Information remains the sole and exclusive property of Phished or its Affiliates.
- 7.2. Phished reserves all rights in its Confidential Information. None of the provisions in this Agreement will be construed as granting any rights, by license or otherwise, in or to any Confidential Information or any other rights (such as, but not limited to patent, copyright or other intellectual property or proprietary rights) of Phished or its Affiliates, except as specified in this Agreement.

## 8. Remedies

- 8.1. The Receiving Party acknowledges and agrees that money damages alone may not necessarily be a sufficient remedy for a breach of this Agreement. Accordingly, Phished shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

## 9. Miscellaneous

- 9.1. **Entire agreement.** This Agreement contains the entire agreement between Parties with respect to the Purpose.
- 9.2. **Amendment.** This Agreement may not be amended unless in writing by both Parties.
- 9.3. **No transfer.** This Agreement, nor any rights or obligations under this Agreement, in whole or in part, may not be transferred by either Party, without the prior written consent of the other Party.
- 9.4. **No waiver.** Inertia, carelessness or delay by a Party in exercising the provisions of the Contract, in no way implies the waiving or forsaking of the use of this or any other provision.
- 9.5. **Illegality.** In case one or more terms of this Contract should be declared wholly or partly void or unenforceable, the remaining terms of this Contract remain in force, with the Parties agreeing to replace the terms deemed to be void or unenforceable by a valid and enforceable clause consistent with the original intention of the Parties.
- 9.6. **Applicable law and competent courts.** The Agreement is governed by Belgian law. In case of a dispute regarding the establishment, execution, compliance, validity, or any other dispute regarding the Agreement, only the courts within the jurisdiction of the registered office of Phished are territorially competent, without prejudice to the right of Phished to take legal action before the courts within the jurisdiction of the Partner.

Document drawn up in Leuven.