

Nondisclosure Agreement

This Nondisclosure Agreement (this “**Agreement**”) is made and entered into as of the date hereof (the “**Effective Date**”) by and between **TeleSign Corporation**, a California corporation located at 13274 Fiji Way Suite 600, Marina del Rey, CA 90292 (the “**Disclosing Party**”) and _____ (the “**Receiving Party**”). The Disclosing Party and the Receiving Party sometimes are collectively referred to herein as the “**Parties**” and individually as a “**Party**”. In connection with the Receiving Party’s preparation of regular course research reports regarding the Disclosing Party in connection with the Disclosing Party’s “Analyst Day” event (the “**Purpose**”), the Disclosing Party may disclose or has disclosed, certain Confidential Information (as hereinafter defined) that it desires to be used only for the limited purpose for which disclosed. As a result, the Parties hereby agree as follows:

- 1. Confidential Information.** For purposes of this Agreement, a Party includes it and its affiliates or parent company’s employees, officers, agents, advisors and representatives. As used in this Agreement, “**Confidential Information**” means information not known to the public, whether of a technical, business or other nature that relates to the Purpose or that, although not related to such Purpose, is nevertheless disclosed as a result of the Parties’ discussions in that regard, and that should reasonably have been understood by the Receiving Party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary and confidential to the Disclosing Party. Confidential Information includes the substance of the Parties’ discussions and all third party information that the Disclosing Party is obligated to keep confidential. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. In particular, business processes and marketing strategies are considered Confidential Information.
- 2. Use of Confidential Information.** The Receiving Party, except as expressly provided in this Agreement, shall not disclose the Disclosing Party’s Confidential Information to anyone without the Disclosing Party’s prior written consent. The Receiving Party shall not use, or permit others to use, Confidential Information for any purpose other than the Purpose. The Receiving Party shall protect such Confidential Information from disclosure to others, using at least the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care.
- 3. Exceptions.** The provisions of Section 2 shall not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party without confidentiality restrictions at the time of its receipt from the Disclosing Party; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or in breach of a confidentiality restriction; (iv) is independently developed by the Receiving Party; or (v) is identified by the Disclosing Party in writing as no longer proprietary or confidential.
- 4. Disclosures Required by Law.** The Receiving Party may disclose Confidential Information to the extent required by law or court order. However, where permitted by law, the Receiving Party shall give the Disclosing Party prompt notice of such disclosure to allow the Disclosing Party a reasonable opportunity to obtain a protective order and shall provide reasonable assistance to the Disclosing Party (at the Disclosing Party’s expense) in seeking such a protective order.
- 5. Ownership of Confidential Information.** All Confidential Information disclosed under this Agreement (including information in computer software or held in electronic storage media) shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this Agreement with respect to Confidential Information or other information.
- 6. No Warranty or Obligation to Proceed.** Confidential Information is provided “AS IS” and no warranties of any kind are given by the Disclosing Party with respect to the accuracy, appropriateness or completeness of information provided to the other.
- 7. Return of Confidential Information.** The Receiving Party promptly shall return or destroy the portions of all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information and all electronic media or records containing or derived from Confidential Information) upon the Disclosing Party’s written request. At the Disclosing Party’s option, the Receiving Party shall provide written certification of its compliance with this Section 7. Notwithstanding this Section, the Receiving Party may retain a copy of any Confidential Information to the extent that is required by law or for electronic back-up requirements, provided that such Confidential Information shall remain subject to the confidentiality and non-disclosure obligations in this Agreement, notwithstanding any termination.
- 8. Injunctive Relief.** The Receiving Party acknowledges that Confidential Information is unique and valuable, and that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or be an inadequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
- 9. Cumulative Obligations.** Each Party’s obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.
- 10. Amendment.** This Agreement may be amended or modified only with the mutual written consent of the Parties.
- 11. Scope; Termination.** The term of this Agreement shall continue for a term of three years (the “**Term**”); provided, however, that either Party may terminate the Agreement at any time during the Term with written notice to the other party. Except to the extent superseded by a subsequent agreement, the rights and obligations of the Parties with respect to Confidential Information shall survive the termination or expiration of this Agreement for a period of three (3) years from the effective date of such termination or expiration; provided that the Parties’ obligations with respect to Confidential Information that constitutes trade secrets under applicable law shall survive for a longer period until the date such Confidential Information ceases to be a trade secret.

12. Assignment. Neither Party may assign all or any portion of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party to this Agreement. Notwithstanding the foregoing, the Disclosing Party may assign all or any portion of its rights and obligations under this Agreement to any affiliate of the Disclosing Party and/or to any successor by way of merger or consolidation or in connection with the sale or transfer of all or substantially all of its business and assets relating to this Agreement without the consent of the Receiving Party.

13. Nonwaiver. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14. Governing Law; Etc. This Agreement shall be governed by internal laws of the State of California without regard to its choice of law provisions, and may be executed in counterpart copies and by facsimile or electronically. If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect.