

Confidentiality of the information acknowledgment:

The Questionnaire Management Platform may provide access to Confidential Information (as defined in your confidentiality agreement with BlueVoyant, or if not defined, any non-public information relating to BlueVoyant, its customers, and partners. You will (a) use Confidential Information solely for authorized business purposes, (b) protect it using at least reasonable care and no less than the care you use to protect your own confidential information, (c) not disclose it to any third party except as expressly authorized, and (d) not copy, reproduce, download, transmit, or store it except as necessary for permitted use. You will promptly notify BlueVoyant of any suspected unauthorized access, disclosure, or loss.

PLEASE READ THIS NON-DISCLOSURE AGREEMENT CAREFULLY BEFORE PROCEEDING. BY CLICKING "I AGREE" OR CHECKING THE BOX LABELED "I ACCEPT THE TERMS AND CONDITIONS" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS NON-DISCLOSURE AGREEMENT.

This **Mutual Nondisclosure Agreement** (this “**Agreement**”) is entered into by and among **BlueVoyant LLC**, whose address is 6 East 45th Street, 17th Floor, New York, NY 10017 (“**BlueVoyant**”), **each original equipment manufacturer (“OEM Accepting Party”), each supplier (“Supplier Accepting Party”), and the Automotive Information Sharing and Analysis Center (“Auto-ISAC”)** that affirmatively accepts or agrees to the terms of this Agreement through electronic means (collectively, “**Accepting Parties**”). Each of BlueVoyant and the Accepting Parties are individually referred to as a “**Party**” or “**Accepting Party**” and collectively the “**Parties**.”

This Agreement facilitates participation in TRACK (Trust – Risk – Assurance – Collaboration – Knowledge), the joint **supply chain cybersecurity risk management** initiative (the “**Initiative**”) managed through the **Auto-ISAC’s Enterprise Cybersecurity Working Group (ECS WG)**.

For each Accepting Party, this Agreement becomes effective as of the date such Accepting Party electronically accepts this Agreement (“**Effective Date**”).

The confidentiality obligations under this Agreement are established as follows:

- Between BlueVoyant and each Accepting Party
- Between Accepting OEMs, Auto-ISAC, and Accepting Suppliers
- **For clarity, while this Agreement binds all Accepting Parties to its requirements on proper uses and protection of covered information, it does NOT create direct confidentiality obligations between any two OEM Accepting Parties nor between any two Supplier Accepting Parties.**

These Parties agree as follows:

1. **Confidentiality.** Each Party to this Agreement, and its affiliates and their respective employees, officers, directors, contractors, agents, advisors, and consultants (collectively, “**Representatives**”), is willing to furnish the other Party to whom a confidentiality obligation is established hereunder, and/or their Representatives, with certain information that is non-public, confidential, or proprietary in nature.

This oral, written, graphic, electronic, or other information, in whole or in part, together with (a) analyses, compilations, studies, or other documents prepared by the receiving Party and its Representatives that contain or otherwise reflect such information; and (b) any metadata, source code, object code, firmware, or other data or information embedded in, or attached to, electronic documents or other media provided by the disclosing Party or on behalf of the disclosing Party, is collectively referred to in this Agreement as “**Confidential Information.**”

Each Party agrees to **safeguard such Confidential Information** with at least the same degree of care that it applies to protect its own similar Confidential Information.

2. **Exclusions.** Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of direct or indirect disclosure in breach of this Agreement by the receiving Party or any of its Representatives; (b) is or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or its Representatives who is not known by the receiving Party to be bound by a confidentiality agreement with the disclosing Party or by any other legal or fiduciary obligation of secrecy to, or for the benefit of, the disclosing Party; (c) was known by the receiving Party or in its possession on a non-confidential basis prior to the date of disclosure by or on behalf of the disclosing Party; (d) was or is independently developed by the receiving Party or any of its Representatives without use of, or reference to, Confidential Information, as demonstrated by tangible evidence; (e) is furnished by the disclosing Party to others with written confirmation that such information is not Confidential Information and may be disclosed; or (f) data derived from confidential information that has been aggregated, de-identified, or otherwise modified so that it cannot be reasonably used to identify, directly or indirectly, the disclosing Party, or any individual or specific entity, from whom the Confidential Information was derived.
3. **Restriction in Use/Access.** Each of the receiving Parties and their Representatives agrees to keep Confidential Information strictly confidential; will only use Confidential Information in connection with this Agreement; and will not disclose Confidential Information to any person or entity not subject to this Agreement.

Each receiving Party agrees to permit access to the Confidential Information only to its Representatives who the receiving Party determines to have requisite need-to-know for the purposes contemplated by this Agreement. All recipients shall be subject to the confidentiality requirements specified in this Agreement.

Should a receiving Party have reason to believe that any Confidential Information has been disclosed to a person not authorized to receive such information, the receiving Party shall inform the disclosing Party in writing as promptly as practicable. In such circumstances, the receiving Party shall use commercially reasonable efforts to limit any damage that may be caused to the disclosing Party as a result of the disclosure. The receiving Party also agrees to promptly notify BlueVoyant and the disclosing Party in writing of any breach by it or its Representatives of this Agreement of which the receiving Party becomes aware, and in any event, the receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.

4. **No License.** Each Party agrees that Confidential Information provided by or on behalf of a disclosing Party shall at all times remain the exclusive property of the disclosing Party. No Party is granting a license to any other Party under this Agreement to use any of the disclosing Party's Confidential Information or intellectual property, except as may be specifically required for the purpose of this Agreement, and then only for such purpose.
5. **Reverse Engineering.** Each receiving Party agrees not to, and not to attempt to (and will not permit its Representatives to), reverse engineer or decompile any software, hardware, firmware, or other technology programs provided to it by or on behalf of a disclosing Party under this Agreement, unless it has obtained the disclosing Party's prior written consent.
6. **Return/Destruction.** Upon the disclosing Party's written request, each receiving Party agrees to promptly use commercially reasonable efforts to return or destroy (at the receiving Party's election) the Confidential Information and any copies or extracts thereof in its possession or in the possession of its Representatives. The receiving Party and its Representatives may retain any Confidential Information that (a) it is required to keep for compliance purposes under a document retention policy or as required by a court or regulatory agency or by applicable law, rules, regulations, or professional standards; (b) consists of analyses, compilations, studies, or other documents prepared by the receiving Party or its Representatives; or (c) has been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures.
7. **Disclosure Legally Compelled or Required.** In the event that a receiving Party, or any of its Representatives, becomes legally compelled, required, or requested by a court of competent jurisdiction or otherwise by law, regulation, or legal or judicial process or upon the bona fide request or demand of a regulatory agency or stock exchange that has authority over the receiving Party or any of its Representatives to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy, to waive compliance with the provisions of this Agreement, or to consent to such disclosure. If the disclosing Party seeks such an order or other appropriate remedy, each receiving Party will provide such cooperation as the disclosing Party reasonably requests. The receiving Party (or its Representatives, as applicable) agrees to furnish, disclose, or describe only that portion of the Confidential Information which is legally required (based on the advice of its internal or external counsel).
8. **Specific Performance.** Each Party acknowledges and agrees that in the event of any breach of this Agreement by a Party or its Representatives, the non-breaching Party or

its Representatives may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching Party or its Representatives may be entitled to equitable relief by way of injunction, specific performance, or otherwise in addition to any other remedies that may be available.

9. **No Representations.** NO PARTY, NOR ITS REPRESENTATIVES, HAS MADE, OR MAKES, ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION PROVIDED UNDER THIS AGREEMENT. THEREFORE, NO PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY, ANY OF ITS REPRESENTATIVES, OR ANY OTHER PERSON RELATING TO OR RESULTING FROM USE OF THE CONFIDENTIAL INFORMATION OR FOR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.
10. **Choice of Law.** This Agreement will be governed by and construed under the laws of the State of New York, without regard to the principles of choice of law.
11. **Entire Agreement.** This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or amended, except by a written document duly executed by the affected Parties.
12. **Assignment.** No Party may assign this Agreement without the prior written consent of the other Parties (which shall not be unreasonably withheld or delayed), provided, however, that a Party may, acting in good faith, assign this Agreement to an affiliate without consent; provided, however, that the assigning Party provides prompt written notice of such assignment to the non-assigning Party or Parties. This Agreement shall apply to the successors and assigns of the Parties.
13. **Joinder; Accession of Additional Parties.** Additional entities may join as a Party to this Agreement from time to time (each, a "New Party") by agreeing to and executing the terms of this Agreement, which may be completed or accepted electronically.

The addition of a New Party requires the prior written consent of BlueVoyant LLC, named on the first page of this Agreement. Consent from any other Party shall not be required.

BlueVoyant LLC's consent to the joining of each New Party shall be administrative in nature only and shall not be deemed to constitute any representation, warranty, endorsement, or assumption of responsibility with respect to the New Party or the New Party's compliance with this Agreement.

BlueVoyant LLC shall provide written notice to the other then-existing Parties of the addition of the New Party, but the effectiveness of such joinder shall not be conditioned on the provision or receipt of such notice.

14. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such determination will not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.
15. **No Waiver.** If a Party fails or is delayed in exercising any right, power, or privilege under this Agreement, it shall not be considered a waiver.

16. **Signatures.** This Agreement may be executed, delivered, and accepted electronically, including by clicking acceptance, electronic signature, or any other electronic means permitted by applicable law. Any such electronic execution or acceptance shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.