

MUTUAL NONDISCLOSURE AGREEMENT

This agreement is entered into by Blue Prism India Private Ltd and the other party listed below, as of the date of the later signature below ("**Effective Date**"), in order to evaluate and possibly enter into a business transaction between the parties or their affiliates (the "**Purpose**"). The parties are entering into this agreement so that each of the parties and their affiliates (each, when disclosing, "**Discloser**") may disclose to the other party and to their affiliates (each, when receiving, "**Recipient**") information related to the proposed business transaction that Discloser considers confidential, that is marked as confidential or which Recipient should know is confidential based on the way it was disclosed or the subject matter of the information (the "**Confidential Information**"). An "affiliate" is any legal entity either party owns, that owns such party or that is under common control with such party. "Control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity.

1. **No Obligation or License; Disclaimer of Warranty.** This agreement does not (a) impose on either party any obligation to enter into any business relationship or proceed with any business transaction; (b) grant any right or license to the intellectual property rights of the other party, except the limited rights granted in this agreement as necessary to use the Confidential Information for the Purpose; or (c) create, and each party hereby disclaims, all express and implied warranties for its Confidential Information, including but not limited to implied warranties of fitness for a particular purpose, and merchantability, and all implied representations and warranties provided by statute or common law.

2. **Use, Protection and Disclosure of Confidential Information.** Recipient may use Confidential Information only for the Purpose. Recipient shall use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information, solely as needed for the Purpose, with its representatives who need to know it and only if they have agreed with either party in writing to protect the confidentiality of the Confidential Information. A "representative" is an employee, contractor, advisor or consultant of either party or of its respective affiliates. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice. If there is an unauthorized disclosure of Confidential Information, Recipient shall notify Discloser in writing as soon as it becomes aware of such disclosure and provide reasonable assistance to Discloser to minimize any damages caused by such disclosure.

3. **Information That is Not Confidential Information.** Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient.

4. **Term and Termination.** This agreement will have a term of three (3) years from the Effective Date and either party may sooner terminate this agreement on 30 days' prior written notice. Section 2 of this agreement will survive any expiration or termination of this agreement as to Confidential Information that is disclosed before termination or expiration and for a period of two (2) years thereafter. Upon expiration or earlier termination, Recipient shall return or destroy all Confidential Information of Discloser (at Discloser's option) and certify in writing that it has done so. Notwithstanding anything to the contrary herein, protection of trade secrets, including, but not limited to, technical information about a Discloser's current products and services and all information about possible unreleased products or services shall never expire.

5. **Governing Law and Venue.** This agreement is governed by the laws of Singapore, and the exclusive venue for disputes shall be the courts of Singapore.

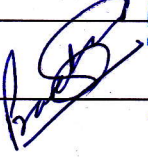
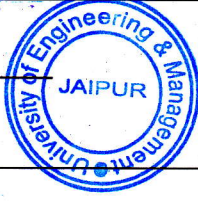
6. **Modification and Interpretation.** This agreement may only be modified in a writing signed by both parties. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions will remain in effect and enforceable without the invalid or unenforceable provision.

7. **Integration.** This agreement is the entire agreement between the parties relating to the Purpose and supersedes all prior or contemporaneous agreements between the parties relating to the Purpose.

8. **Assignment.** Neither party may assign this agreement without the other party's written consent, except that consent is not required if the assignment is to an affiliate of the assigning party. This Agreement will inure to the benefit of and be binding upon any authorized successors and assigns.

9. **Counterparts.** This agreement may be signed in counterparts and may be agreed to and exchanged electronically.

10. **Notices.** Any notices required under this agreement must be sent to the address below and must be in writing and refer to this agreement. Notices may be delivered by courier, by registered mail with a return receipt, by reputable overnight delivery service with delivery confirmation, or by email. Notices will be deemed given when received if sent by courier or overnight service, 5 days after deposited in the mail if sent by registered mail, and in the case of email, when such email is sent, unless a mail non-delivery notification has been received by the sender.

Signed for and on behalf of Blue Prism India Private Ltd	Signed for and on behalf of University of Engineering & Management, Jaipur
By: <u>Daniel Sassoon</u> Authorized Signature 2020B6EFF4FF44C...	By: <u></u> Authorized Signature 
<u>Daniel Sassoon</u> Name	<u>Prof. (Dr.) Pradeep Kumar Sharma</u> Name (type or print please)
<u>Associate General Counsel - APAC</u> Title	<u>Registrar</u> Title
<u>03-09-2021</u> Date	<u>02-September-2021</u> Date
Address for notices: Blue Prism India Private Ltd C/o Blue Prism Pte Ltd 38 Beach Road #29-11 South Beach Tower Singapore 189767 SINGAPORE Attn: Legal Department Email: legal.notices@blueprism.com	Address for notices: <u>University of Engineering & Management,</u> <u>Gurukul, Sikar Road, Near Udaipuria Mod,</u> <u>Jaipur, Rajasthan- 303807</u> Attn: <u>Registrar Office</u> Email: pradeepk.sharma@uem.edu.in