



Spire Non-Disclosure Agreement

1. Non-Disclosure Agreement

- 1.1 This NDA shall come into effect on the date it is executed by the parties.
- 1.2 The parties wish to evaluate a potential business transaction (the "Purpose").
- 1.3 A party or any of its group companies ("Discloser") may disclose to the other party or any of its group companies ("Recipient") information of a confidential or proprietary nature relating to the Purpose (the "Confidential Information").

2. Confidentiality Obligations

- 2.1 Recipient shall:
 - (a) not disclose the Confidential Information save as permitted in this NDA;
 - (b) use the Confidential Information only for the Purpose;
 - (c) keep the Confidential Information in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
 - (d) only share Confidential Information with its group companies, employees, agents or third-party contractors (or those of its group companies) (collectively, "Representatives") who need to know it in connection with the Purpose and who have been informed of its confidential nature; and
 - (e) be liable for any failure of its Representatives to comply with the terms of this NDA.
- 2.2 Confidential Information does not include information that:
 - (a) was known to Recipient without restriction before disclosure by 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.
- 2.3 Recipient may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to Discloser (to the extent legally permissible).

3. Confidential Information

- 3.1 No party acquires any intellectual property rights under this NDA except the limited rights necessary to use the Confidential Information for the Purpose.
- 3.2 Discloser warrants that it has the right to disclose the Confidential Information but does not warrant its accuracy or completeness.
- 3.3 Discloser shall not be liable for any damage or loss resulting from the use of the Confidential Information, which is provided "as is".
- 3.4 Upon Discloser's written request, Recipient shall immediately destroy the Confidential Information. Recipient may retain copies of Confidential Information as required by law or that is automatically stored by backup systems and which are not accessible in the normal course of business. The Confidential Information shall continue to be subject to the terms of this NDA for so long as such material is retained.
- 3.5 Neither party shall export or transfer any Confidential

Information without complying with any applicable export control legislation.

4. Miscellaneous

- 4.1 A party may terminate this NDA with 30 days prior written notice, but this NDA's provisions will survive as to Confidential Information that is disclosed before termination.
- 4.2 Unless the parties otherwise agree in writing, Recipient's duty to protect a piece of Confidential Information expires three years from its disclosure.
- 4.3 This NDA imposes no obligation to proceed with any business transaction.
- 4.4 This NDA does not create any agency or partnership relationship.
- 4.5 This NDA is not assignable or transferable by either party without the prior written consent of the other party.
- 4.6 This NDA is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements.
- 4.7 Any amendments to this NDA must be in writing and signed by both parties.
- 4.8 Only Discloser and Recipient and their respective group companies have any rights under this NDA. The parties may terminate or amend this NDA without the consent of such group companies.
- 4.9 This NDA and any dispute, claim or controversy arising under or in connection with this NDA, shall be governed by the laws of England.
- 4.10 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any claim that arises out of or in connection with this NDA (including non-contractual disputes or claims).

Signed for and on behalf of

Signature.....

Name.....

Title.....

Date.....

Signed for and on behalf of **Spire Global, Inc.**

Signature.....

Name.....

Title.....

Date.....