## CONFIDENTIAL DISCLOSURE AGREEMENT

## HP Multi-Customer Briefing 2023 | March 21-22, 2023

By registering for the HP Multi-Customer Briefing occurring from March 21 through March 22, 2023 (the "Event") the parties agree to the following:

**1. Parties.** HP Inc., of 1501 Page Mill Road, Palo Alto, CA 94304, United States ("HP"), is the host of the event and will disclose certain Confidential Information to you. You are the individual that has registered for the event as identified in the registration details provided by you to HP ("Participant").

**2. Effective Date.** This Confidential Disclosure Agreement (the "Agreement") is effective beginning March 21, 2023 (the "Effective Date").

**3. Confidential Information.** During the Event, HP may disclose to you the following confidential information ("Confidential Information"):

- Future product and/or services development plans
- Future product and/or services specifications
- Potential pricing for specific product and/or service bundles

- Any other information presented during the Event, whether or not marked as "Confidential" or "Restricted" or similar notation.

Confidential Information does not include information that (i) is in Participant's possession prior to receipt from HP, (ii) is publicly known or readily ascertainable by proper means, (iii) is rightfully received by Participant from a third party without a duty of confidentiality, or (iv) is independently developed or learned by Participant.

**4. Confidentiality Obligations.** Participant may use Confidential Information only for the purpose of participating in the Event and evaluating the potential provision by HP of IT products and/or services. For a one-year period beginning from the Effective Date of this Agreement, Participant will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as Participant uses to protect its own confidential information of a like nature. Participant will provide reasonable prior notice to HP and will request a protective order if Participant is required to reveal the Confidential Information under a subpoena, court order or other operation of law. Participant acknowledges and agrees that HP is providing Confidential Information "as is" and without warranty, commitment or undertaking in connection therewith, express or implied.

**5.** No Dealing in Intellectual Property. Neither party acquires any patent, copyright, mask work or trademark rights under this Agreement, and nothing in this Agreement may be taken to affect the ownership of, or rights in, any independently or jointly developed intellectual property.

**6. General.** Without regard to conflict of law provisions, this Agreement is governed by and will be construed in accordance with Delaware law. Any cause of action, whether in contract, tort or otherwise, arising under this Agreement will be litigated to the court; provided that the parties will not request a jury trial, and the parties irrevocably waive any right to a jury trial. This Agreement does not create any agency or partnership relationship, may be added to or modified only in a writing signed by both parties, is the parties' complete and final agreement regarding the subject-matter hereof, and supersedes all oral or implied agreements concerning Confidential Information.

**7. Acceptance.** By clicking "Accept", Participant confirms acceptance of all the terms of this Agreement, whereupon this Agreement will become binding on the parties. No changes to these terms may be introduced by means of comments detailed in any messages sent to HP or otherwise.