

Mutual Non-disclosure Agreement

In order to evaluate a potential business relationship between the parties (the "Business Purpose"), HubSpot and the other party identified below as "Company" hereby agree to the following:

1. Confidential Information. As used in this agreement, "Confidential Information" means information disclosed by one party to the other of a competitively sensitive or proprietary nature. Examples of this type of information include non-public information about products, financial statements, forecasts, know-how, data security, privacy, SOC 2 reports and related documentation and trade secrets. Confidential Information does not include information that: (1) is now or becomes generally known or available to the public through no fault of the receiving party, (2) was known by the receiving party before receipt from the disclosing party, without any obligation of confidentiality, (3) is rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party, or (4) is independently developed by the receiving party.

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2. Use and Obligations. The receiving party may use Confidential Information only for the Business Purpose. The receiving party must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. The receiving party may share Confidential Information with its affiliates, employees, directors, agents or third party contractors who have a need to know for the Business Purpose and provided that they are bound by confidentiality obligations no less strict than this agreement. If the disclosing party requests, the receiving party will promptly return and/or permanently destroy all copies of the disclosing party's Confidential Information and certify that it has done so.

3. Required Disclosures. A party may disclose Confidential Information when compelled to do so by law if: (1) it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice, and (2) the receiving party uses reasonable efforts to limit the disclosure by means of a protective order or request for confidential treatment.

4. No Insider Trading. During discussions with HubSpot, Company and its officers, directors, employees, and agents (collectively, "Company Representatives") may be exposed to material, non-public information about HubSpot under federal or state securities laws. Company Representatives understand that they may be found to be in violation of applicable laws if they take advantage of such information. If Company Representatives are exposed to such material, nonpublic information, Company Representatives agree not to: (1) trade in HubSpot's securities (including common stock, stock options, other HubSpot-issued securities, or derivative securities), (2) have others trade in HubSpot's securities on the Company Representative's behalf, (3) give trading advice of any kind about HubSpot, (4) disclose any material, nonpublic information to anyone else who might then trade, or (5) recommend to anyone that they purchase or sell HubSpot's securities.

5. Term and Termination. This agreement applies to all Confidential Information that is disclosed by one party to the other party during the period that begins on the Effective Date and ends one (1) year thereafter. Either party may terminate this agreement upon ten (10) days prior written notice to the other party. The obligations of confidentiality set forth in this agreement will survive expiration or termination of this agreement and will remain in effect for three (3) years after expiration or termination of this agreement.

6. No Warranties; No Obligations to Transact. Neither party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Business Purpose according to the terms of this agreement. All Confidential Information is provided "AS-IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance. This agreement imposes no obligation to proceed with any business transaction or relationship. Nothing contained in this agreement or in the course of dealings or discussions between the parties shall be construed to prevent the receiving party without obligation to the disclosing party from acquiring, using or independently developing technology, products, software or other assets the same or similar to that of the disclosing party.

7. Injunctive Relief. Each party acknowledges that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. Contracting Entity and Applicable Law. Your physical address determines which HubSpot entity you are contracting with for this agreement. If you are located in North America or South America, or a geographic region that does not otherwise fall into one of the designations described below, then you are contracting with HubSpot, Inc., and this agreement is governed by the laws of the

Commonwealth of Massachusetts, U.S.A. without reference to conflicts of law principles. For contracts with HubSpot, Inc., both parties consent to the exclusive jurisdiction and venue of the courts in Boston, Massachusetts, U.S.A. for all disputes arising out of or relating to this agreement.

If you are located in Canada, then you are contracting with HubSpot Canada Inc., and this agreement is governed by the laws of Ontario, Canada without reference to conflicts of law principles.

If you are located in Europe (including Russia but excluding the United Kingdom, France, Spain, the Netherlands, Liechtenstein and those countries indicated below as being part of the DACH Region), the Middle East, Africa or Antarctica, then you are contracting with HubSpot Ireland Limited, and this agreement is governed by the laws of the Republic of Ireland without reference to conflicts of law principles. For contracts with HubSpot Ireland Limited, both parties consent to the exclusive jurisdiction and venue of courts in Dublin, Ireland for all disputes arising out of or relating to this agreement.

If you are located in Germany, Austria or Switzerland (collectively, the ("DACH Region") or in Liechtenstein, then you are contracting with HubSpot Germany GmbH, and this agreement is governed by the laws of Germany without reference to conflicts of law principles, provided, that clause 6 of this agreement shall not be construed as an exclusion of liability but rather a limitation of the disclosing party's contractual obligations.

If you are located in the United Kingdom, then you are contracting with HubSpot UK Holdings Limited, and this agreement is governed by the laws of England without reference to conflicts of law principles.

If you are located in France, then you are contracting with HubSpot France S.A.S., and this agreement is governed by the laws of France without reference to conflicts of law principles.

If you are located in Spain, then you are contracting with HubSpot Spain, S.L., and this agreement is governed by the laws of Spain without reference to conflicts of law principles.

If you are located in the Netherlands, then you are contracting with HubSpot Netherlands, B.V., and this agreement is governed by the laws of the Netherlands without reference to conflicts of law principles.

If you are located in Australia or New Zealand, then you are contracting with HubSpot Australia Pty Ltd, and this agreement is governed by the laws of the state of New South Wales, Australia without reference to conflicts of law principles.

If you are located in Japan, then you are contracting with HubSpot Japan KK, and this agreement is governed by the laws of Japan without reference to conflicts of law principles.

If you are located in Asia-Pacific (except for the geographic regions already specifically named above), then you are contracting with HubSpot Asia Pte. Ltd., and this agreement is governed by the laws of Singapore without reference to conflicts of law principles.

9. General Terms. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. This agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright, patent or other laws that may apply to the subject matter of this agreement both during and after the term of this agreement. In addition, if you are or become a customer and/or partner of ours, then this agreement does not apply and the confidentiality obligations will be as set forth in the customer and/or partner agreement, as applicable.

Any amendments to this agreement must be in writing and agreed to by both parties. Failure to enforce any provisions of this agreement will not constitute a waiver. Each party represents and warrants to the other that it has full power and authority to enter into this agreement and that it is binding upon such party and enforceable in accordance with its terms..

The Effective Date of this agreement is the date Company indicates its agreement by completing and submitting this form as indicated below.