CANDIDATE NON-DISCLOSURE AGREEMENT

This Candidate Non-Disclosure Agreement ("Agreement"), is entered into by the individual participating in business discussions and interviews ("Individual"), effective as of the date of Individual's acknowledgment of this Agreement ("Effective Date"), for the benefit of Dialpad, Inc., a Delaware corporation with its principal offices located at 3001 Bishop Drive, Suite 400A, San Ramon, CA 94583 ("Company").

1. Purpose. In the course of business discussions and interviews ("Purpose"), Company may, from time to time, disclose Confidential Information to Individual. This Agreement is intended to allow Company to share Confidential Information with Individual while ensuring that such Confidential Information is protected against unauthorized use or disclosure.

2. Definitions. As used herein, "Confidential Information" means (i) any and all information of the Company provided hereunder to Individual, (ii) any information related to third parties that Company has an obligation to treat as confidential and (iii) any information regarding the interview discussions or process if the role to which the interview pertains is designated as a confidential role, whether such information is in oral, written, graphic or electronic form. Such information shall be designated as "confidential" by Company at the time of disclosure, unless disclosed in circumstances of confidence, or would otherwise be understood by Individual to be confidential, exercising reasonable business judgment.

3. Obligations; Restrictions. Individual shall treat Confidential Information as strictly confidential and shall use the same standard of care to prevent unauthorized disclosure as Individual uses to protect its own confidential and proprietary information of a similar nature, but in no event less than reasonable care. Individual shall use such Confidential Information only for the Purpose as contemplated by this Agreement. Individual shall not use the Confidential Information in the conduct of Individual's business.

4. Exclusions. The obligations set forth in Section 3 above shall not apply to any Confidential Information which: (i) is independently developed by Individual, or which is lawfully received from a third party by Individual free of any confidentiality obligations; (ii) is or becomes generally available to the public without any breach of this Agreement by Individual; (iii) must be disclosed pursuant to applicable federal, state or local law, regulation, court order or other legal process; or (iv) constitutes Feedback (as defined in Section 6).

5. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of one (1) year from the Effective Date.

6. Feedback. Individual may from time to time provide suggestions, comments or other feedback ("Feedback") to Company with respect to Confidential Information provided by Company. Individual agrees that all Feedback is and shall be given entirely voluntarily. The Feedback shall not, absent a separate written agreement, create any confidentiality obligation for Company. Individual will not give Feedback that is subject to license terms that seek to require any Company product, technology, service or documentation incorporating or derived from such Feedback, or any Company intellectual property, to be licensed or otherwise shared with any third party. Company shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles on conflicts of laws. Any dispute under this Agreement may be brought in the state and federal courts located in San Francisco County, California, USA, and the parties hereby consent to the personal jurisdiction and venue of said courts.

8. Rights and Remedies. Individual acknowledges that any breach of this Agreement may cause Company irreparable damage and hereby agrees that Company shall be entitled to seek injunctive relief under this Agreement, without the necessity of proving actual damages or posting bonds, in addition to any other relief as may be granted by a court of competent jurisdiction.

9. Entire Agreement. This Agreement is the final, complete and exclusive agreement between the parties relating to the Confidential Information, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications relating to such subject matter. The foregoing notwithstanding, this Agreement shall not extinguish any obligations existing under previously signed confidentiality agreements between the parties. If any provision of this Agreement is determined to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect. Any waiver, modification, amendment, supplement, or other change to this Agreement must be in writing and signed by both parties.