



Non-Disclosure of Trade Secrets

In consideration of my being engaged as a contractor by Palantir Technologies, I the undersigned hereby agree and acknowledge the following:

1. That during my contracting engagement there may be disclosed to me certain trade secrets consisting of:
 - a) Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
 - b) Business information: customer lists, pricing data, sources of supply, and marketing, production, or merchandising systems or plans.
2. I agree that during and after the termination of my contracting engagement, I shall not use for myself or others, or disclose or divulge to others any trade secrets, confidential information, or any other data of the Company in violation of this agreement
3. Upon terminating my contracting engagement with the Company:
 - a) I shall return to the Company all documents and property pertaining to the Company, including but not limited to: drawings, blueprints, records, reports, manuals, correspondence, customer lists, computer programs, inventions, and all other materials and all copies thereof relating in any way to the Company's business and in any way obtained by me during my contracting engagement I further agree that I shall not retain any copies or reproductions of the foregoing.
 - b) The Company may notify any future or prospective employer of this agreement.
 - c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.
 - d) The enforceability of any one provision to this agreement shall not impair or affect any other terms of this agreement.
 - e) In the event of any breach of this agreement, the Company shall have full rights to injunctive relief, in addition to any other existing rights, without requirement of posting bond, if permitted by law.

Huey Paul Gauthier III
Contractor Name (printed)

3/20/17
Date

Huey Paul Gauthier III
Contractor Signature

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms and memorializes an agreement (this "Agreement") that Palantir Technologies Inc., a Delaware corporation (the "Company"), and Heey Gauthier have had since the commencement of my contracting engagement with the Company in any capacity (the "Effective Date") and that is and has been a material part of the consideration for my contracting engagement by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my contracting engagement with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my contracting engagement or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

2. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my contracting engagement with Company, to the fullest extent allowed by applicable law (collectively "Inventions"). I will promptly disclose all Inventions to Company and, to the extent allowed by applicable law, I will also disclose anything I believe is excluded so the Company can make an independent assessment. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Company as my agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If I wish to clarify that something created by me prior to my contracting engagement that relates to Company's actual or proposed business is not within the scope of the foregoing assignment, I have listed it on Appendix A in a manner that does not violate any third party rights. Without limiting Section 1 or Company's other rights and remedies, if, when acting within the scope of my contracting engagement or otherwise on behalf of Company, I use or (except pursuant to this Section 2) disclose my own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or

violating the foregoing), Company will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my contracting engagement that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my contracting engagement, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my contracting engagement, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials received solely in my capacity as a shareholder or optionholder of the Company (if then applicable), and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. I agree that during the course of my contracting engagement with Company (whether or not during business hours), I will not, in the same or materially similar capacity as I worked for the Company, without the prior written consent of the Company, whether paid or not: (i) serve as a partner, principal, licensor, licensee, employee, consultant, officer, director, manager, agent, affiliate, representative, advisor, promoter, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, control, invest in, work or consult for or otherwise join, participate in or affiliate myself with, any business whose business, products or operations are in any respect competitive with the Company's business. Should I obtain another contracting engagement or employment during my contracting engagement with the Company, I agree to

provide written notification to the Company as to the name and address of my new employer, the position that I expect to hold, and a general description of my duties and responsibilities, at least three (3) business days prior to starting such contracting engagement or employment.

6. To the extent allowed by applicable law, I agree that from the Effective Date until twelve (12) months immediately following the termination of my relationship with the Company, whether I resign voluntarily or am terminated by the Company involuntarily, I will not directly or indirectly solicit, or recruit, or attempt to solicit, or recruit, any employee of the Company to leave their employment with the Company, nor will I contact any employee of the Company, or cause an employee of the Company to be contacted, for the purpose of leaving employment with the Company. In the event of my breach or violation of this Section 6, or good faith allegation by the Company of my breach or violation of this Section 6, the restricted periods set forth in this Section 6 shall be tolled until such breach or violation, or dispute related to an allegation by the Company that I have breached or violated this Section 6, has been duly cured or resolved, as applicable.

7. I agree that this Agreement is not a contracting contract for any particular term and that I have the right to resign and Company has the right to terminate my contracting engagement at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my contracting engagement, and, as a contractor of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the CEO of Company.

8. I agree that my obligations under paragraphs 2, 3, 4, 5 and 6 of this Agreement shall continue in effect after termination of my contracting engagement, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of Delaware of the United States of America without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Delaware law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. This Agreement is fully assignable and transferable by Company, but any purported assignment or transfer by me is void. I

also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies and without any requirement to post bond. I acknowledge and agree that to the extent permitted under Delaware law, I shall indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against me (including, but not limited to, a court temporarily, partially, or fully granting any application, motion, or petition by the Company for injunctive relief) as a result of my breach or threatened breach of any provision contained herein.

10. This Agreement constitutes the entire agreement and understanding with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions or representations between the parties regarding such subject matter. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

[Remainder of Page Intentionally Left Blank]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT, WHICH I SIGN VOLUNTARILY AND FREELY.

3/20/17
Date

Consultant/Contractor

Huey P. Gauthier III
Signature

Huey Paul Gauthier III
Name (Printed)

Accepted and Agreed to:

Palantir Technologies Inc.

By: _____

Name: _____

APPENDIX A

PRIOR MATTER



100 Hamilton Ave. | Suite 300 | Palo Alto, CA | 650.815.0200

Personal Property Privacy Policy

Guest's personal property such as handbags, lunch containers, briefcases, and automobiles parked on Company property, are all subject to inspection by the Company with or without prior notice. You should not bring personal items onto Company property if you wish to keep the items private.

Electronic and Physical Monitoring

All employees and guests should be aware that there are Company systems in place that are capable of monitoring and recording all network traffic to and from any computer, phone or remote access devices that employees or guests may use while on Company networks. The Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to the employee or guest and/or in the employee's or guest's absence. This includes, but is not limited to, all e-mail messages sent or received, all instant messenger messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings), and all file transfers into and out of the Company's networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information employees or guests have downloaded using Company networks. In addition, the Company may review Internet and Company Information System activity and analyze usage patterns. Accordingly, no employee or guest should have any expectation of privacy as to his or her Internet or information systems usage on Company networks and should not use these systems for information they wish to keep private.

All employees and guests should also be aware that the Company reserves the right to inspect any and all files stored in all areas of the Company's network, including those assigned to individuals, and those stored on any Company network, computer, remote access device, mobile device, or other to assure compliance with this and other Company policies.

I have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation.

By: Hey Paul Gauthier III

Date: 3/20/17



VISITOR AGREEMENT

PARTICIPATION IN RECREATIONAL ACTIVITIES, ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

1. Voluntary Participation

I, Hey P. Gauthier, acknowledge that I have been invited by Palantir Technologies Inc. ("Palantir") or an employee of Palantir to participate in certain recreational activities on the premises of Palantir and/or off site locations, possibly including but not limited to use of on-site scooters and other toys, use of the on-site fitness center, or off-site sporting events or group recreational trips (together, the "Recreational Activities"). I further acknowledge that I have voluntarily requested that Palantir permit me to participate in the Recreational Activities. In consideration for such permission, I agree to enter into this Agreement For Participation In Recreational Activities, Assumption Of Risk And Release From Liability.

2. Physical Condition

I acknowledge that it is my sole responsibility to consult with my personal health care provider regarding any medical condition that might prevent or limit my participation in the Recreational Activities. I further understand and agree that I am solely responsible for abiding by my personal health care provider's recommendations as to any medical restrictions on my participation in the Recreational Activities.

3. Rules Regarding Recreational Activities

I understand and acknowledge that before I participate in the Recreational Activities it is my responsibility to become fully acquainted with the safety rules. I understand and agree to comply with all rules Palantir adopts or has adopted governing participation in the Recreational Activities. I further understand and agree that if I violate any such rules, Palantir may immediately terminate my participation in the Recreational Activities. I also understand that Palantir may at any time at its sole discretion temporarily or permanently cease to permit any participation in the Recreational Activities.

4. Assumption of Risk

I AM AWARE THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE RECREATIONAL ACTIVITIES. I AM FURTHER AWARE THAT I WILL BE PARTICIPATING IN THE RECREATIONAL ACTIVITIES WITH OTHER PERMITTEES OF PALANTIR, INCLUDING WITH EMPLOYEES, AND THAT IT IS POSSIBLE FOR MY PERSON OR PROPERTY TO BE HARMED EITHER AS A RESULT OF MY OWN ACTIVITY OR AS A RESULT OF ACTIVITY BY SUCH OTHER PERMITTEES OR SIMPLY BY BEING PRESENT WHERE OTHERS ARE PARTICIPATING IN THE RECREATIONAL ACTIVITIES, WITH OR WITHOUT PERMISSION, AND THAT PALANTIR HAS NOT AGREED TO SUPERVISE ANY OF THESE ACTIVITIES.

I VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY ARISE FROM OR IS RELATED TO MY PARTICIPATION IN THE RECREATIONAL ACTIVITIES, WHETHER SUCH RISK IS KNOWN OR UNKNOWN TO ME.

5. Release

In consideration of my being allowed to participate in the Recreational Activities, I do hereby waive, release and forever discharge Palantir and its officers, partners, directors, agents, employees, representatives, executors, and all others in privity with same, whether named herein or not (the "Releasees"), from all direct, indirect and consequential damages and from any and all claims, demands, liabilities, or causes of action of any kind or character whatsoever, and howsoever caused, resulting from my participation in the Recreational Activities on behalf of myself, my agents, assignees, executors, guardians, family, heirs, and legal representatives. This release expressly includes injury or damages resulting from my own acts or omissions, the acts or omissions of any other participant in the Recreational Activities or from any acts or omissions of the Releasees in any way related, directly or indirectly, to my participation in the Recreational Activities. I agree to inform my family members of this release and ensure they understand the ramifications.

6. Indemnification

I hereby agree to defend and to forever indemnify and hold harmless the Releasees from all actions, claims or demands which may be asserted against the Releasees by any person or legal entity as a result of or in any way connected to my participation in the Recreational Activities. It is expressly understood that this indemnification applies even if the parties to be indemnified were negligent, grossly negligent, strictly liable for placing a defective product into the stream of commerce or for any other reason, liable for breach of warranty or contractual breaches, ~~liable under the California Consumer Protection Act~~, liable for breach of other legal duties, liable for violation of any other law, regulation, or ordinance, or liable in any other manner. This indemnification will include, but is not limited to, the amount of any claims and the costs of defending them, including attorney's fees and court costs.

7. Knowing and Voluntary Execution

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I VOLUNTARY AND OF MY OWN FREE WILL SIGN THIS AGREEMENT FOR PARTICIPATION IN RECREATIONAL ACTIVITIES, ASSUMPTION OF RISK AND RELEASE FROM LIABILITY.

Dated: 3/20/17

Heey P. Gauthier III
Signature

Heey Paul Gauthier III
Print Name