

# **EXHIBIT 2**

## STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (this “*Agreement*”) is made and entered into as of February 25, 2014 (the “*Effective Date*”) by and among Clear Sailing Group IV, LLC, a Delaware limited liability company (“*Purchaser*”), Nicholas Miyake (“*Seller*”) and Palantir Technologies Inc., a Delaware corporation (the “*Company*”).

Seller desires to transfer 200,000 shares of Class B Common Stock of the Company to Purchaser for consideration, as indicated below.

Now, therefore, the parties hereby agree as follows.

**1. SALE AND PURCHASE OF SHARES.** On the terms and subject to the conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller on the Closing Date (as defined below) 200,000 Shares of the Company’s Common Stock (the “*Shares*”) at \$5.11 per share, for an aggregate purchase price of \$1,022,000.00 (the “*Purchase Price*”). As used in this Agreement, “*Shares*” shall include all the Shares sold and transferred under this Agreement and all securities received (i) in replacement of the Shares, (ii) as a result of stock dividends or stock splits in respect of the Shares, (iii) as substitution for the Shares in a recapitalization, merger, reorganization or the like and (iv) upon conversion of the Shares. At, and contingent upon the Closing (as defined below), the Company hereby consents to such transfer and waives its right of first refusal, any other applicable restrictions and all applicable notice requirements pursuant to the Stock Agreement (as defined below) with respect to such transfer (the “*Seller Transfer Restrictions*”), it being expressly understood that following the consummation of the transactions contemplated by this Agreement, (i) the Purchaser shall be subject to the Seller Transfer Restrictions to the same extent that the Seller was prior to the consummation of the transactions contemplated hereby and the Seller Transfer Restrictions shall continue to be applicable to other proposed transfers of the Shares by the Purchaser thereafter and (ii) the Seller shall continue to be subject to the Seller Transfer Restrictions with respect to any shares of the Company’s Class A Common Stock or Class B Common Stock held by or for the benefit of the Seller other than the Shares. In addition, as a condition to the Company’s agreement to waive the Seller Transfer Restrictions, the Purchaser agrees to such additional transfer restrictions as may be set forth in this Agreement, including without limitation the transfer restrictions in Section 5 hereof.

**2. CLOSING.**

**2.1 Closing.** The closing of the transactions contemplated by this Agreement (the “*Closing*”) shall take place as soon as reasonably practicable following satisfaction or waiver (by the applicable party) of the conditions set forth in this Section 2, or at such other time or place as the parties may mutually agree, which date shall in no event be later than thirty (30) days following the Effective Date (the “*Closing Date*”). If the Closing shall not have been consummated on or before the thirtieth (30<sup>th</sup>) day following the Effective Date as a result of a failure by Purchaser to pay the Purchase Price to the Seller, either Seller or the Company may terminate this Agreement by written notice to the other parties hereto, and no party shall have any further obligation or liability to any other pursuant to this Agreement.

**2.2 Deliveries by Seller.** Seller hereby delivers to the Company (a) the original stock certificates representing the Shares, if in Seller's possession, or otherwise authorizes Company to remove any such share certificates from escrow for cancellation and reissuance to Purchaser; (b) a Stock Power and Assignment Separate from Stock Certificate, in substantially the form attached hereto as Exhibit A (a "**Stock Power**"); and (c) an executed copy of this Agreement. Seller hereby delivers to Purchaser an executed copy of this Agreement.

**2.3 Deliveries by Purchaser.** Purchaser hereby delivers to Seller and to the Company an executed copy of this Agreement. On the Closing Date, Purchaser shall deliver to Seller the Purchase Price by wire transfer of immediately available funds to Seller's account set forth on Exhibit B hereto. At least one (1) day prior to the Closing Date, Purchaser shall deliver a processing fee of \$3,500.00 by wire transfer of immediately available funds to the account set forth on Exhibit C hereto.

**2.4 Delivery of Stock Certificates.** Immediately following delivery of the Purchase Price by Purchaser to Seller (and without the need for further action or consent by any party), Seller hereby instructs the Company to: (i) cancel any stock certificate issued to Seller representing the Shares; (ii) issue and deliver to Purchaser a duly executed stock certificate representing the Shares in such Purchaser's name; and (iii) issue and deliver to Seller a duly executed stock certificate representing the number of shares remaining after the transfer to Purchaser, if any, in Seller's name.

**3. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** As of the Effective Date (except as otherwise noted) and again as of the Closing Date, Purchaser represents and warrants to Seller and the Company as follows:

**3.1 Authority.** Purchaser has full legal right, power and authority to enter into and perform its obligations under this Agreement and to purchase Shares under this Agreement.

**3.2 Purchase for Own Account for Investment.** Purchaser is purchasing the Shares for Purchaser's own account, for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the Securities Act of 1933, as amended (the "**1933 Act**"). Purchaser has no present intention of selling or otherwise disposing of all or any portion of the Shares.

**3.3 Accredited Investor.** Purchaser, and each of Purchaser's equity holders, is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the 1933 Act. Purchaser has delivered a completed and validly executed accredited investor questionnaire to the Company, a true correct and complete copy of which is attached as Exhibit D hereto, certifying Purchaser's basis for determining accredited investor status, and such questionnaire is true, correct, and complete in all respects.

**3.4 Access to Information.** Purchaser has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Purchaser reasonably considers important in making the decision to acquire the

Shares, and Purchaser has had ample opportunity to ask questions of the Company's representatives concerning such matters.

**3.5 Understanding of Risks.** Purchaser is fully aware of: (a) the highly speculative nature of the Shares; (b) the financial hazards involved; (c) the lack of liquidity of the Shares and the restrictions on transferability of the Shares (e.g., that Purchaser may not be able to sell or dispose of the Shares or use them as collateral for loans); (d) the qualifications and backgrounds of the management of the Company; and (e) the tax consequences of acquiring the Shares.

**3.6 Purchaser's Qualifications.** Purchaser, either alone or in conjunction with his purchaser representative(s) (as defined in Rule 501(h) of Regulation D, promulgated under the 1933 Act), has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of this prospective investment, has the capacity to protect Purchaser's own interests in connection with this transaction and is financially capable of bearing a total loss of the Shares. If Purchaser is an entity, Purchaser was not formed for the specific purpose of acquiring the Shares.

**3.7 No General Solicitation.** At no time was Purchaser or any other person presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television, Internet or other form of general advertising or solicitation in connection with the Shares.

**3.8 Compliance with Securities Laws.** Purchaser understands and acknowledges that, in reliance upon the representations and warranties made by Purchaser herein, the Shares are not being registered with the Securities and Exchange Commission ("**SEC**") under the 1933 Act or being qualified under the California Corporate Securities Law of 1968, as amended (the "**Law**"), but instead are being transferred under exemptions from the registration and qualification requirements of the 1933 Act and the Law or other applicable securities laws which impose certain restrictions on Purchaser's ability to transfer the Shares.

**3.9 No Public Market.** Purchaser understands that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Shares. Purchaser understands that the Company has no present intention to file a registration statement with the SEC in connection with a proposed public offering of the Shares.

**3.10 Securities Law Restrictions on Transfer.** Purchaser understands that Purchaser may not transfer any Shares unless such Shares are registered under the 1933 Act or qualified under the Law or other applicable securities laws or unless an exemption from such registration is available. Purchaser understands that only the Company may file a registration statement with the SEC and that the Company is under no obligation to do so with respect to the Shares. Purchaser has also been advised that exemptions from registration and qualification may not be available or may not permit Purchaser to transfer all or any of the Shares in the amounts or at the times proposed by Purchaser.

**3.11 Restricted Securities.** Purchaser understands that the Shares it is purchasing are characterized as “restricted securities” under the federal securities laws and that under such laws and applicable regulations such securities may be resold without registration under the 1933 Act, only in certain limited circumstances. In this connection, Purchaser represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the 1933 Act.

**3.12 Foreign Purchaser.** Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Purchased Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. Purchaser’s subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Purchaser’s jurisdiction.

**3.13 Payment of Purchase Price.** No portion of the Purchase Price or any other commission or fee payable in connection with the transactions contemplated by this Agreement has been or will be delivered, paid, or remitted, directly or indirectly, to Purchaser or any of its affiliates. Purchaser has not entered and will not enter into any agreement providing for the delivery, payment, or remittance, directly or indirectly (whether as a commission or a fee or otherwise), of any portion of the Purchase Price or any other commission or fee payable in connection with the transactions contemplated by this Agreement to Purchaser or any of its affiliates.

**3.14 Sophisticated Purchaser.** Purchaser (a) is a sophisticated individual or entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the acquisition of the Shares, (c) has independently and without reliance upon Seller or Company, and based on such information and the advice of such advisors as Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement. Purchaser acknowledges that neither Seller nor any affiliate of Seller is acting as a fiduciary or financial or investment advisor to Purchaser, and has not given Purchaser any investment advice, opinion or other information on whether the acquisition of the Shares is prudent. Purchaser acknowledges that (i) Seller currently may have, and later may come into possession of, information with respect to the Company that is not known to Purchaser and that may be material to a decision to purchase the Shares (“***Purchaser Excluded Information***”), (ii) Purchaser has determined to acquire the Shares notwithstanding its lack of knowledge of the Purchaser Excluded Information and (iii) Seller and its affiliates shall have no liability to Purchaser, and Purchaser waives and releases any claims that it might have against Seller or its affiliates whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Purchaser Excluded Information in connection with the transfer of the Shares and the transactions contemplated by this Agreement. Purchaser understands that Seller and its affiliates will rely on the accuracy and truth of the foregoing representations, and Purchaser hereby consents to such reliance.

**3.15 Conversion of Shares to Class A Common Stock.** Purchaser acknowledges that, pursuant to the terms of the Company's Certificate of Incorporation, as in effect at the time of the closing of the transactions contemplated by this Agreement, the Shares received by the Purchaser will be shares of the Company's Class A Common Stock.

**4. REPRESENTATIONS AND WARRANTIES OF SELLER.** As of the Effective Date and again as of the Closing Date, Seller represents and warrants to the Company and Purchasers as follows:

**4.1 Transfer for Own Account.** Seller is selling the Shares for Seller's own account only and not with a view to, or for sale in connection with, a distribution of the Shares within the meaning of the 1933 Act. No portion of the Purchase Price will be received indirectly by the Company.

**4.2 No General Solicitation.** At no time has Seller presented Purchaser or any other party with or solicited Purchaser or any other party through any publicly issued or circulated newspaper, mail, radio, television, Internet or other form of general advertisement or solicitation in connection with the transfer of the Shares.

**4.3 No Broker-Dealer.** Seller has not effected this transfer of Shares by or through a broker-dealer in any public offering.

**4.4 Title to Shares.** Seller has valid marketable title to the Shares, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest. Upon the sale and transfer of the Shares, and payment therefor, in accordance with the provisions of this Agreement, Purchaser will acquire valid marketable title to the Shares, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest.

**4.5 Consents.** All consents, approvals, authorizations and orders required for the execution and delivery of this Agreement and the transfer of the Shares under this Agreement have been obtained and are in full force and effect.

**4.6 Authority.** Seller has full legal right, power and authority to enter into and perform its obligations under this Agreement and to transfer the Shares under this Agreement, and Seller is not obligated to transfer the Shares to any other person or entity. Seller, if other than a natural person, has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization as the type of entity that it purports to be.

**4.7 Sophisticated Seller.** Seller (a) is a sophisticated individual or entity familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Shares, and (c) has independently and without reliance upon Purchaser or Company, and based on such information and the advice of such advisors as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. Seller acknowledges that neither Purchaser nor any affiliate of Purchaser is acting as a fiduciary or financial or investment advisor to Seller, and has not given Seller any investment advice, opinion or other information on whether the sale of the Shares is prudent. Seller acknowledges that (i) Purchaser currently may have, and later may come into possession of,

information with respect to the Company that is not known to Seller and that may be material to a decision to sell the Shares (“***Seller Excluded Information***”), (ii) Seller has determined to sell the Shares notwithstanding its lack of knowledge of the Seller Excluded Information, and (iii) Purchaser and its affiliates shall have no liability to Seller, and Seller waives and releases any claims that it might have against Purchaser or its affiliates whether under applicable securities laws or otherwise, with respect to the nondisclosure of the Seller Excluded Information in connection with the sale of the Shares and the transactions contemplated by this Agreement. Seller understands that Purchaser and its affiliates will rely on the accuracy and truth of the foregoing representations, and Seller hereby consents to such reliance.

**4.8 Payment of Purchase Price.** To Seller's knowledge, no portion of the Purchase Price or any other commission or fee payable in connection with the transactions contemplated by this Agreement has been or will be delivered, paid, or remitted, directly or indirectly, to Purchaser or any of its affiliates. Seller has not entered and will not enter into any agreement providing for the delivery, payment, or remittance, directly or indirectly (whether as a commission or a fee or otherwise), of any portion of the Purchase Price or any other commission or fee payable in connection with the transactions contemplated by this Agreement to Purchaser or any of its affiliates. Seller represents that, as of the Closing Date, Seller has received the entire Purchase Price from Purchaser.

**4.9 Waiver.** The Seller waives any and all notice and/or timing requirements or obligations of the Company related to the transfer of the Shares, including without limitation the timely exercise or assignment of the Company's right of first refusal as may be set forth in the Stock Agreement and irrevocably waives and releases any claims against the Company, its successor or assigns, associated therewith or arising therefrom.

## **5. COMPLIANCE WITH AGREEMENTS OF THE COMPANY.**

**5.1 Right of First Refusal and Other Agreements.** The Purchaser acknowledges that the Seller acquired the Shares pursuant to a Stock Option Agreement (the “***Stock Option Agreement***”) between the Company and Seller dated as of April 4, 2006 (including the Exercise Notice dated as of April 12, 2006, in the form attached as Exhibit A to the Stock Option Agreement (the “***Exercise Notice***”) and the Restricted Stock Purchase Agreement attached as Exhibit C-1 to the Stock Option Agreement), collectively, the “***Stock Agreement***”). The Purchaser agrees to be bound by all of the terms and provisions of the Stock Agreement as if Purchaser were a party thereto. Without limiting the foregoing, the Shares shall be subject to (a) the Company's right of first refusal under Section 4 of the Exercise Notice and (b) the market stand-off provisions of Section 4 of the Stock Option Agreement. All future transferees of all or part of the Shares shall receive and hold such Shares subject to such restrictions. The foregoing notwithstanding, any Transfer (as defined below) by the Purchaser of Shares pursuant to Section 4(b) of the Exercise Notice without consideration to a single transferee shall be exempt from the Company's right of first refusal under Section 4(a) of the Exercise Notice; provided, however, that except with respect to a transfer required by a domestic relations order, until and unless the restrictions of Section 4(a) of the Exercise Notice have terminated pursuant to Section 4(c) therein, any such Transfer (x) must result in the transfer of all of the Purchaser's Shares and other shares of Company Class A Common Stock or Class B Common Stock then held by the Purchaser to such transferee, and (y) the Purchaser or

Purchaser's legal representative (including a guardian or conservator) must agree that any shares of Company Class A Common Stock or Class B Common Stock acquired by the Purchaser or Purchaser's estate or beneficiary after the date of such Transfer will be automatically Transferred, without further action by the Purchaser or such legal representative, to the same transferee such that neither the Transfer nor any subsequent acquisition of Company Class A Common Stock or Class B Common Stock results in any shares of Company common stock being "held of record" (as such term is defined in Rule 12g5-1 promulgated under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")) by a larger number of stockholders of the Company following such transfer or subsequent acquisition. Any such transferee must have agreed in writing that they are receiving and holding the Shares subject to the provisions of this Section 5, and there shall be no further transfer of such Shares except in accordance with this Section 5.

**5.2 Additional Restriction on Transfer.** In addition to any other restrictions applicable to the Shares, the Purchaser agrees as a condition to the purchase of the Shares, that Purchaser may not sell, transfer, distribute, assign, pledge, or otherwise dispose of or encumber (including transfer by gift, operation of law or otherwise) ("*Transfer*") any Shares without the prior written consent of the Company. In the case of any Transfer consented to by the Company, the transferee, assignee, or other recipient shall receive and hold the Shares subject to the provisions of this Section 5.2, and there shall be no further Transfer of such stock except in accordance with this Section 5.2. Without in any way limiting the basis on which the Company elects not to consent to a Transfer, the Purchaser acknowledges that the Company does not at any time intend to consent to any requested Transfer of Shares (a) to individuals, companies or any other form of entity identified by the Company as a potential competitor or to be considered by the Company unfriendly, or (b) if such Transfer increases the risk of the Company having a class of security held of record by either (i) two thousand (2,000) or more persons or (ii) five hundred (500) or more persons who are not accredited investors (as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act), as described in Section 12(g) of the Exchange Act, and Rule 12g5-1 promulgated thereunder. Any purported Transfer in violation of this Section 5.2 shall be void ab initio.

The restrictions in this Sections 5.2 shall terminate upon the earlier to occur of (i) the closing of a Liquidation Event (as such term is defined in the Company's Certificate of Incorporation, as amended, or amended and restated, from time to time); or (ii) the first sale of Class A Common Stock or Class B Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective by the SEC under the 1933 Act (the "*Initial Offering*").

**5.3 Other Agreements.** Purchaser also acknowledges that it is an existing party to that certain Amended and Restated First Refusal and Co-Sale Agreement, dated as of November 20, 2013 (as it may be amended from time to time) (the "*Co-Sale Agreement*"), that certain Amended and Restated Investors' Rights Agreement, dated as of November 20, 2013 (as it may be amended from time to time) (the "*Investors' Rights Agreement*") and that certain Amended and Restated Voting Agreement, dated as of November 20, 2013 (as it may be amended from time to time) (the "*Voting Agreement*"), each between the Company and certain of its stockholders (collectively, the "*Financing Agreements*"). Pursuant to the terms of the Financing Agreements, the Shares will become subject to certain terms, conditions and



restrictions set forth in (a) the Voting Agreement and the Investors' Rights Agreement upon the consummation of the transactions contemplated hereby, and (b) the Co-Sale Agreement when such agreement is next amended and restated, including but not limited to the voting requirements set forth in the Voting Agreement, the market stand-off requirements set forth in the Investors' Rights Agreement and the restrictions on transfer set forth in the Co-Sale Agreement; *provided, however*, that for the avoidance of doubt, the Purchaser acknowledges that the Shares shall not be considered "Registrable Securities" for any purpose under the Investors' Rights Agreement. Purchaser agrees to hold the Shares subject to the restrictions set forth in the Financing Agreements that are applicable thereto.

**6. NO RELIANCE.** Each of Seller and Purchaser acknowledges and agrees that neither the Company, nor any of its stockholders, officers, directors, employees, or agents (other than Seller and Purchaser) has (i) acted as an agent, finder or broker for Seller or Purchaser or their respective agents with respect to the offer, purchase and/or sale of the Shares, (ii) made any representations or warranties of any kind, express or implied, to Seller or Purchaser or their respective agents in connection with the offer, purchase and/or sale of the Shares or (iii) at any time had any duty to Seller or Purchaser or their respective agents to disclose any information relating to the Company, its business, or financial condition or relating to any other matters in connection with the offer, purchase and/or sale of the Shares. In making its decision to sell the Shares, Seller is relying solely on the representations and warranties of Purchaser (and not on any information provided by the Company or its agents). In making its decision to purchase the Shares, Purchaser is relying solely on the representations and warranties of Seller (and not on any information provided by the Company or its agents).

**7. CONFIDENTIALITY.** Neither the Purchaser nor the Seller (nor any of their respective officers, directors, stockholders, members, partners, employees, affiliates, attorneys, financial advisors, or other agents (collectively, "**Covered Persons**")) shall disclose the existence or terms of this Agreement or any of the transactions contemplated hereby (including the fact of Purchaser's acquisition or ownership of any securities of the Company) with or to any person or entity other than legal or accounting advisors of the Purchaser and Seller, respectively, who have a need to know such information solely for purposes of assisting such party with the transactions contemplated by this Agreement. Each of Purchaser and Seller agrees to, and agrees to cause its respective Covered Persons to, keep confidential and refrain from using or disclosing all agreements, documents and other information regarding the Company or its securityholders provided or made available to Purchaser or Seller either (a) in connection with the exploration, negotiation, execution, and closing of this Agreement or (b) in its capacity as a stockholder of the Company following the date of this Agreement, except such information that is required to be provided to legal or accounting advisors to the Purchaser and Seller, respectively, in each case, to the extent necessary to monitor the Purchaser's and Seller's respective investments in the Company. Without limiting the foregoing, Purchaser shall not disclose, including, without limitation, by way of its website or any written or oral communications with investors or potential investors, partners or members, its ownership of the Company's equity securities. Each of Purchaser and Seller is responsible hereunder and shall be liable for any breaches of this Section 7 and any disclosure or misuse of any information or documents described in this section by its respective Covered Persons. This Section 7 shall survive any termination or closing of this Agreement.

**8. COMPLIANCE WITH LAWS AND REGULATIONS.** The sale and transfer of the Shares will be subject to and conditioned upon compliance by the Company and Purchaser with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock is listed or quoted, if any, at the time of such sale and transfer.

**9. RESTRICTIVE LEGENDS AND STOP-TRANSFER ORDERS.**

**9.1 Legends.** Purchaser understands and agrees that the Company will place the legends set forth below or similar legends on any stock certificate(s) evidencing the Shares, together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND RIGHT OF FIRST REFUSAL OPTIONS HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE EXERCISE NOTICE BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD AFTER THE EFFECTIVE DATE OF THE ISSUER'S REGISTRATION STATEMENT FILED UNDER THE ACT, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL, OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OR SERIES THEREOF AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS.

THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED UPON WRITTEN

REQUEST FROM THE ISSUER), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

**9.2 Stop-Transfer Instructions.** Purchaser agrees that, in order to ensure compliance with the restrictions imposed by this Agreement, the Stock Agreement and the Financing Agreements, the Company may issue appropriate “stop-transfer” instructions to its transfer agent, if any, and if the Company acts as its own transfer agent, it may make appropriate notations to the same effect in its own records. The Company will not be required (a) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Shares, or to accord the right to vote or receive dividends, to any purchaser or other purchaser to whom such Shares have been so transferred. Purchaser further understands and agrees that the Company may require written assurances, in form and substance satisfactory to counsel for the Company (which may include a requirement that Purchaser’s counsel provide a legal opinion acceptable to the Company), before the Company effects any future transfers of the Shares.

**9.3 Unpermitted Transfers Void.** Purchaser agrees that any Transfer or purported Transfer of Shares shall be null and void unless the terms, conditions and provisions of this Agreement, the Stock Agreement and the Financing Agreements are strictly observed and followed.

## **10. GENERAL PROVISIONS.**

**10.1 Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. No party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company; provided, however, that the Company may assign any of its rights and obligations under this Agreement to any affiliate of or successor in interest to the Company without consent.

**10.2 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

**10.3 Dispute Resolution.** The parties hereby (a) irrevocably and unconditionally submit to the jurisdiction of the federal or state courts located in the Northern District of California for the purpose of any suit, action or other proceeding arising out of or

based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the federal or state courts located in the Northern District of California, and (c) waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

**10.4 Notices.** Any and all notices required or permitted to be given to a party pursuant to the provisions of this Agreement will be in writing, which may be via electronic mail, and will be effective and deemed to provide such party sufficient notice under this Agreement on the earliest of the following: (a) at the time of personal delivery, if delivery is in person; (b) one (1) business day after deposit with an express overnight courier for United States deliveries, or two (2) business days after such deposit for deliveries outside of the United States; (c) three (3) business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries; or (d) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day. All notices for delivery outside the United States will be sent by express courier, electronic mail or facsimile. All notices other than electronic mail or facsimile not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement or at such other address as such other party may designate by one of the indicated means of notice herein to the other party hereto. A "business day" shall be a day, other than Saturday or Sunday, when the banks in the city of San Francisco, California are open for business.

**10.5 Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

**10.6 Titles and Headings.** The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement.

**10.7 Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

**10.8 Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in

this Agreement. Notwithstanding the forgoing, if the value of this Agreement based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**10.9 Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto; provided, however, that the provisions of Section 7 may be amended or waived with the prior written consent of the Company. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

**10.10 Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or other means of electronic delivery and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to the other party or parties.

**10.11 Expenses.** All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses whether or not the transfer is consummated; *provided, however*, that the Purchaser shall pay the processing fee pursuant to Section 2.3.

**10.12 Specific Performance.** Unless this Agreement has been terminated, each party to this Agreement acknowledges and agrees that any breach by it of this Agreement shall cause any (or either) of the other parties irreparable harm which may not be adequately compensable by money damages. Accordingly, except in the case of termination, in the event of a breach or threatened breach by a party of any provision of this Agreement, each party shall be entitled to seek the remedies of specific performance, injunction or other preliminary or equitable relief, without having to prove irreparable harm or actual damages. The foregoing right shall be in addition to such other rights or remedies as may be available to any party for such breach or threatened breach, including but not limited to the recovery of money damages.

**10.13 Costs of Enforcement.** If any party to this Agreement seeks to enforce its rights under this Agreement by legal proceedings against any other party to this Agreement, the non-prevailing party or parties named in such legal proceedings shall pay all reasonable costs and expenses incurred by the prevailing party or parties, including, without limitation, all reasonable attorneys' fees.

[Signature page follows]

**IN WITNESS WHEREOF**, the Company has caused this Stock Transfer Agreement to be executed by its duly authorized representative and Seller and Purchaser have each executed this Agreement, as of the Effective Date.

**SELLER: Nicholas Miyake**

By: *Nicholas Miyake*  
Address: 875 University Ave Apt 5  
Palo Alto, CA 94301

**COMPANY: Palantir Technologies Inc.**

By: \_\_\_\_\_  
Name: Alexander Karp  
Title: Chief Executive Officer  
Address: 100 Hamilton Avenue, Suite 300  
Palo Alto, CA 94301

**PURCHASER: Clear Sailing Group IV, LLC**

By: \_\_\_\_\_  
Name: David Jurist  
Title: Managing Member  
Address: 6 Balbrook Drive  
Mendham, NJ 07945

**IN WITNESS WHEREOF**, the Company has caused this Stock Transfer Agreement to be executed by its duly authorized representative and Seller and Purchaser have each executed this Agreement, as of the Effective Date.

**SELLER: Nicholas Miyake**

By: .....

Address: .....  
.....

**COMPANY: Palantir Technologies Inc.**

By:  .....

Name: Alexander Karp

Title: Chief Executive Officer

Address: 100 Hamilton Avenue, Suite 300  
Palo Alto, CA 94301

**PURCHASER: Clear Sailing Group IV, LLC**

By: .....

Name: David Jurist

Title: Managing Member

Address: 6 Balbrook Drive  
Mendham, NJ 07945

IN WITNESS WHEREOF, the Company has caused this Stock Transfer Agreement to be executed by its duly authorized representative and Seller and Purchaser have each executed this Agreement, as of the Effective Date.

**SELLER: Nicholas Miyake**

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**COMPANY: Palantir Technologies Inc.**

By: \_\_\_\_\_


Name: Alexander Karp

Title: Chief Executive Officer

Address: 100 Hamilton Avenue, Suite 300

Palo Alto, CA 94301

**PURCHASER: Clear Sailing Group IV, LLC**

By:  \_\_\_\_\_

Name: David Jurist

Title: Managing Member

Address: 6 Balbrook Drive

Mendham, NJ 07945



**EXHIBIT A**

**SELLER'S STOCK POWER  
AND ASSIGNMENT SEPARATE FROM CERTIFICATE**

**Seller's Stock Power And Assignment**  
**Separate From Stock Certificate**

FOR VALUE RECEIVED and pursuant to that certain Stock Transfer Agreement, dated as of February 25, 2014 (the "***Agreement***"), the undersigned Seller hereby sells, assigns and transfers unto Clear Sailing Group IV, LLC, as Purchaser, 200,000 shares of the Common Stock of Palantir Technologies Inc., a Delaware corporation (the "***Company***"), standing in the undersigned's name on the books of the Company represented by Certificate No. CSB-549, or by any successor certificate representing said stock, and does hereby irrevocably constitute and appoint the Secretary of the Company as the undersigned's attorney-in-fact, with full power of substitution, to transfer said stock on the books of the Company.

Nicholas Miyake

*Print Name of Seller*

Dated: February 25, 2014

By:

*Nicholas Miyake*  
*Signature of Seller*

Zena Kharsa

*Print Name of Seller's Spouse, if any*

Dated: February 25, 2014

By:

*Zena Kharsa*  
*Signature of Seller's Spouse, if any*

**Instruction:** Please sign this Stock Power and obtain the signature of Seller's spouse, if any. This Stock Power will be used to transfer the Shares from Seller to Purchaser.

**EXHIBIT B**

**SELLER'S WIRE TRANSFER INSTRUCTIONS**

Name:	Nicholas Miyake
Account Number:	REDACTED 691
ABA Routing Number:	REDACTED 593
Bank Name:	Bank of America
Bank Address:	530 Lytton Ave Palo Alto, CA 94301

**EXHIBIT C****PROCESSING FEE WIRE TRANSFER INSTRUCTIONS**

Name:	Gunderson Dettmer et al, LLP
Account Number:	REDACTED 081
ABA Routing Number:	REDACTED 184
Bank Name:	Citibank F.S.B.
Bank Address:	One Sansome Street, 24 <sup>th</sup> Floor San Francisco, CA 94104
Reference:	5446.800 - Palantir Stock Transfer (Miyake to Clear Sailing)

*Note: Reference information must be included when wire is initiated.*

**EXHIBIT D**

**INVESTOR QUESTIONNAIRE**

CONFIDENTIAL

PALANTIR TECHNOLOGIES INC.

INVESTOR QUESTIONNAIRE

INSTRUCTIONS:

CAREFULLY REVIEW AND COMPLETE THIS INVESTOR QUESTIONNAIRE BY:

- COMPLETING THE INFORMATION REQUESTED BELOW;
- CHECKING THE APPROPRIATE BOXES IN PART I; AND
- COMPLETING THE INFORMATION ON AND SIGNING THE SIGNATURE PAGE.

PLEASE RETURN COMPLETED INVESTOR QUESTIONNAIRES TO:

Paul Sullivan  
 Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  
 E-mail: psullivan@gunder.com  
 Fax: 877-503-7636

Investor Information:

Investor: Close Salary Group IV

Contact: Darin J. Davis

Address: 6 Robinson Dr  
Wendell NC 27985

E-mail: ddavis@closeSalaryGroup.com

Telephone: 908-377-1117

Facsimile: \_\_\_\_\_

Type of Organization:  
(check all that apply)

- Corporation  Estate  US Tax-Exempt Organization  Fiduciary
- Grantor Trust  Individual  Limited Liability Company
- Limited Partnership  Limited Liability Partnership  Nominee
- General Partnership  IRA  S-Corporation
- Revocable Trust  Irrevocable Trust  Business Trust
- Other: \_\_\_\_\_

State of Domicile or  
Jurisdiction of Organization: DE

## I. Accredited Investor Representations.

A. The Investor set forth on the cover page of this Investor Questionnaire (the “Investor”) hereby represents and warrants that such Investor is an Accredited Investor under Rule 501 of Regulation D promulgated by the Securities and Exchange Commission and that such Investor qualifies as such because the Investor is (check applicable box):

- A bank as defined in section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Securities Act; any investment company registered under the 1940 Act or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of ERISA if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.
- An organization described in section 501(c)(3) of the Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.
- A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000 (*excluding* the value of the primary residence of such natural person).<sup>1</sup>

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<sup>1</sup> For purposes of calculating the net worth of a natural person, the amount of any mortgage or other indebtedness secured by such person's primary residence must be netted against the value of such residence. If the amount of such indebtedness is less than the estimated fair market value of such residence, it need not be considered as a liability deducted from such natural person's net worth (except that if the amount of indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). If the amount of

- A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
  - A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).
  - An entity in which all of the equity owners are accredited investors.
- B. The Investor hereby represents and warrants that such Investor is NOT an Accredited Investor under Rule 501 of Regulation D promulgated by the Securities and Exchange Commission (check applicable box):
- The Investor is not an accredited investor.

**II. Miscellaneous.**

- A. The person signing this Investor Questionnaire on behalf of the Investor is duly authorized to sign and enter into this Investor Questionnaire on behalf of the Investor.
- B. The Investor acknowledges that this Investor Questionnaire contains certain representations and warranties made by the Investor to the Company. The Investor acknowledges that such Investor understands the meaning and legal consequences of the representations and warranties made by the Investor herein and that the Company is relying on such representations and warranties in evaluating the Investor's proposed purchase of the Company's securities.
- C. This Investor Questionnaire shall be construed in accordance with and governed by the laws of the State of Delaware.

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such indebtedness exceeds the estimated fair market value of such residence, then that excess liability must be deducted from such natural person's net worth.



The foregoing representations are true and accurate as of the date hereof and shall be true and accurate as of each date the Investor purchases the Company's securities. If in any respect such representations shall not be true and accurate prior to the purchase of the Company's securities, the Investor shall give immediate notice of such fact to the Company.

If the Investor is an *individual*:

.....  
Print name of individual investor

.....  
Signature

.....  
Print name of joint investor or other person whose signature is required

.....  
Signature

.....  
Date

- or -

If the Investor is an *entity*:

Cleer Sailing Group IV  
.....  
Print name of investor entity

David Joske  
.....  
Signature of authorized person

David Joske  
.....  
Print name of authorized person

MANAGER  
.....  
Title of authorized person

.....  
Name of general partner or managing member of investment entity (if applicable)

2-7-13  
.....  
Date