

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of [7, July, 2021], between Ronen Mars Harel, an Israeli company (the “Company”) and [REDACTED].

1. “Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation prototypes, samples, technical data, trade secrets, know-how, actual and anticipated research, developments or products, product plans, services, software, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, customers, markets, marketing plans, distribution methods, business plans, finances and manufacturing plans). Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party’s files and records immediately prior to the time of disclosure; or (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality.

2. Non-use and Non-disclosure. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party, but no less than those measures that it takes to protect its own most highly confidential information. Neither party shall disclose any Confidential Information of the other party to third parties or to such party’s employees, except (i) to those employees or consultants of the receiving party or of its wholly-owned subsidiaries who are required to have the information to pursue a mutual business relationship as contemplated by both parties, and have signed a non-use and non-disclosure agreement in content similar to the provisions hereof prior to receipt of Confidential Information, or (ii) if required by law, provided that the receiving party shall give the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party shall (i) copy (unless approved in advance in writing by the disclosing party and provided that all proprietary and other notices are reproduced in the same manner in which such notices were set forth in or on the original), reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party’s Confidential Information and which are provided to the party hereunder, or (ii) export or re-export or any Confidential Information, except with the applicable approvals or permits. Each party shall immediately notify in writing the other party in the event of any unauthorized use or disclosure of the Confidential Information.

3. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party’s written request.

4. No Warranty; No License. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED

OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE, except that it has the right to disclose its Confidential Information to the receiving party. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, mask work right or other right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein and nor shall it create any commitment by implication or otherwise, of disclosing party to continue discussions regarding any potential transaction or to enter into any further agreement with the receiving party.

5. Term. The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

6. Remedies. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and that monetary damages would be inadequate to compensate the other party for any breach of any covenant set forth herein. Accordingly, each party agrees and acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief, in addition to all other remedies that may be available, in law, at equity or otherwise.

7. Miscellaneous. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, except to successor of all or substantially all of its assets or business. This Agreement does not constitute a joint venture or other such business agreement. This document contains the entire agreement between the parties with respect to the subject matter here of, and supersedes all verbal and written understandings between the parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without regard to the principles of the conflict of laws. The competent courts within Tel Aviv, Israel shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with this Agreement.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names.

Ronen Mars Harel

By: _____

(signature)

Name: Ronen Bakhteev

Title: Project Manager

Address: Meshek 3,

Yahini, 7917000

Israel

By: _____

(signature)

Name: _____

Title: _____

Address: _____