



MUTUAL NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made effective as part of Your acceptance of the Terms and Conditions of the Company.

1. Purpose. The Company and You wish to explore a business possibility under which each may disclose its Confidential Information to the other. A party disclosing Confidential Information under this Agreement shall be referred to as a “Discloser” and the party receiving Confidential Information shall be referred to as the “Recipient”.

2. Definition. “Confidential Information” means any information, technical data or know-how, including, but not limited to, research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party in writing as "proprietary" or “confidential”. Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party’s files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.

3. Non-Disclosure of Confidential Information. The Company and You each agree not to disclose and/or transmit and/or publish the Confidential Information of the other to any third party, without prior written consent of the other party. Neither will disclose the Confidential Information of the other to third parties or to the first party’s employees except employees who are required to have the information in order to carry out the contemplated business. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention. The Recipient’s obligations in this Agreement are subject to its compliance with any request or requirement made upon it by law, regulation, legal process, regulatory authority or any other entity that has jurisdiction over its activities or to the extent that the Confidential Information is relevant for the Recipient’s use in connection with any claim, action, proceeding or investigation in connection with the Purpose. In the event that the Recipient or anyone to whom the Recipient transmits the Confidential Information pursuant to this Agreement becomes subject to any such request or requirement to disclose any of the Confidential Information, the Recipient will provide the Discloser with notice thereof so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, unless such notice is prohibited by applicable law.

4. Intellectual Property Rights. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided “as is” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.



5. Independent Development. Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's confidential information.

6. Term. This Agreement may be terminated at all times by each party, with thirty (30) days' prior written notice to the other party, provided however, that the confidentiality obligations with respect to Confidential Information disclosed during the Term of this Agreement shall terminate on the earlier of: (i) two (2) years following the date of disclosure or (ii) the date on which the Confidential Information ceases to be confidential.

7. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, and their successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of Israel. The competent courts of Tel Aviv shall have the sole and exclusive jurisdiction over this Agreement.

8. 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 expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunction relief against the breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

9. Limitation of Liability. Notwithstanding anything else in this Agreement to the contrary, in no event the Recipient's aggregate liability for any breach of this Agreement and or its obligations hereunder by the Recipient and/or any of its employees or agents shall exceed the aggregate amount actually paid to the Recipient by the Discloser as part of the services provided in connection with the Purpose. Without derogating from the aforesaid, under no circumstances will the Recipient be liable for any punitive and/or consequential damages arising from a breach of its obligations hereunder by the Recipient and/or any of its employees or agents.

10. Notices. All notices hereunder shall be sent to either party at the address and to the contact person specified below, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Agreement.