Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “**Agreement**”), dated July 5th, 2017(the “**Effective Date**”) is made by and between QualityLine Production Technologies, Ltd, a corporation duly incorporated under the laws of state of Israel, having its place of business at Company #515116051, 5 Hagefen street, Kiryat Gat, Israel, 8201808, on behalf of itself and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ltd. (“Investor”) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, China (collectively, the “**Parties**”).

# In this Agreement “**Confidential Information**” means all information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Recipient**”), whether of a technical, business or other nature, in tangible or intangible form, on any media, including without limitation, proprietary information, inventions (whether patentable or not and whether registered as patent or not), ideas, know-how, trade-secrets, concepts, methods, designs, processes, techniques, methods, methods of manufacturing, specifications, sketches, blue prints, equipment, algorithms, procedures, and information related to the technology, business plans, projections, financial information, marketing information and other business affairs of Disclosing Party.

# **Ownership; Purpose**. All Confidential Information is and shall remain at all times, the property of Disclosing Party and no use of Confidential Information is permitted except for the purpose of evaluation of a contemplated cooperation between the Parties, subject to the terms and conditions of this Agreement.

# **Use and Protection**. The Recipient shall at any and all time: (i) treat and maintain all Confidential Information in the strictest confidence, using the same degree of care that the Recipient uses to protect its own Confidential Information, and at least a reasonable degree of care; (ii) not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party; (iii) not disclose any Confidential Information to any of its employees, except to those employees who have a "need to know", are bound by confidentiality agreement and must be directly involved in the use of Confidential Information for the purposes of this Agreement; (iv) be responsible for the compliance of those employees who have a "need to know" with the provisions of this Agreement; and (v) not disassemble, decompile, reverse engineer or make any copies of Confidential Information (in any medium whatsoever) without the explicit prior written consent of Disclosing Party.

# **Exceptions**. Confidential Information does not include specific information which: (i) is or becomes the public domain, without violation of this Agreement; (ii) was known by the Recipient prior to the disclosure, provided that the Recipient can demonstrate in writing that such information was in fact so known to the Recipient; (iii) was or is developed independently by the Recipient without use the Confidential Information and without violation of this Agreement; or (iv) is rightfully disclosed to Recipient by a third party which owes no obligation of confidentiality to Disclosing Party and which has the right to disclose and discloses it to Recipient without any obligation of confidentiality. Recipient shall not be restricted from disclosing Confidential Information pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that Recipient: (a) shall timely notify Disclosing Party so that it may intervene in response to such order, or (b) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.

# **Return of Confidential Information**. Upon the first request of Disclosing Party or Upon Termination of this Agreement, the Recipient shall promptly return to Disclosing Party all Confidential Information including any copies thereof, which were at any time in the possession of the Recipient and all materials (in any medium whatsoever), which contain or embody Confidential Information.

# **Duration of Obligations.** Recipient's confidentiality obligations hereunder with respect to each item of Confidential Information shall expire five (5) years from the respective date of disclosure of such respective item. After the obligations with respect to an item of Confidential Information end as provided in the previous sentence, use of that item of Confidential Information shall continue to be governed by applicable law, including, without limitation, patent and copyright law.

# **Termination**. This Agreement will terminate one (1) year following the Effective Date, and may be terminated earlier for any reason with respect to further disclosures upon thirty (30) days prior written notice. However, the terms of this Agreement shall survive termination with respect to each item of Confidential Information disclosed prior to termination, subject to the provisions of Section 6 above.

# **No License**. The disclosure to the Recipient of Confidential Information or its use hereunder shall not be construed in any way to grant the Recipient any right or license with respect to Confidential Information other than the right to use Confidential Information strictly in accordance with the terms of this Agreement.

# **No Representations**. The disclosure to the Recipient of Confidential Information hereunder shall not be construed as placing any obligation on Disclosing Party to disclose any particular information to the Recipient, or to enter into a business relationship with the Recipient. THE CONFIDENTIAL INFORMATION IS PROVIDED TO RECIPIENT AS IS, WITHOUT GIVING ANY REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

# **Injunctive Relief**. The Recipient understands that any violation of this Agreement may cause immediate and irreparable harm to Disclosing Party, which monetary damages cannot adequately remedy. Without prejudice to rights and remedies according to the rule of law, Recipient therefore agrees that injunctive relief may be sought against it, in order to remedy, or to prevent a violation hereof.

# **Limited Relationship**. This Agreement does not in any way establish any principal/agent, employee/employer and/or ownership relationship between the Parties hereto. This Agreement shall not be construed as a teaming, joint venture or other such arrangement.

# **Entire Agreement**. This Agreement consists of the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior written or oral agreements with respect hereto. This Agreement may not be modified except by written agreement signed by both Parties.

1. Recipient acknowledges the Disclosing Party has undertaken and will undertake obligations of confidentiality to third parties for a long period and he agrees not to cause or assist in any way and at any time, that these obligations be violated company.

IN WITNESS THEREOF THE PARTIES DULY EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE SPECIFIED ABOVE.

**QualityLine Production Technologies, Ltd Huayu Jinkong Capital Holding Co., Ltd**

**By: Eyal Kaufman (PhD), founder and CEO**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_