**Mutual Non-Disclosure Agreement**

This Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into on this 26 day of November 2020 by and between N3Cure Ltd., a limited liability Company incorporated under the laws of the State of Israel and having a principal place of business at 13 Bareket st., Caesarea, Israel represented by Mr. [●] [Yoram Ben Ari] (“**Company**”); and [●], ID: [●], ("XXX"). The Company and XXX shall hereinafter be referred to individually as a “**Party**” and collectively as “**Parties**”. The parties wish to discuss a possible business relationship with each other (the "**Purpose**"), and in connection with the same each of the parties has been, and/or will be, provided with, and/or has access to certain confidential information of the other party. With respect to any and all information disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), the parties wish to ensure due protection of such information.

**NOW**, **THEREFORE**, the Parties hereby agree as follows:

1. **Confidential Information**. Receiving Party acknowledges that it may receive information regarding the activities and business of Disclosing Party, whether oral, visual or in writing, including by way of illustration but not all specifications, formulas, manufacturing, prototypes, discoveries, computer programs and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents, list of suppliers and other data and information (in whatever form), as well as improvements, trade secrets, patents, inventions (whether or not patentable, copyrightable or protectable as trade secrets or duly registered), and any know-how related thereto, relating to the Disclosing Party and information learned by Recipient from the Disclosing Party that relates to the Purpose, through the inspection of the Disclosing Party's property, that relates to Disclosing Party's products, services, designs, business plans, business opportunities, finances, research, development, know-how, personnel or third-party confidential information disclosed to the Receiving Party by the Disclosing Party (the "**Confidential Information**"). Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Receiving Party; (ii) Receiving Party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Disclosing Party to Receiving Party; (iii) Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Receiving Party shall make the best effort to provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
2. **Non-disclosure and Non-use of Confidential Information**. The Parties agree to accept and use Confidential Information solely for the Purpose. the Receiving Party will not disclose, publish, or disseminate Confidential Information to any third party other than those of its, executive officers, directors, accountants, attorneys and employees with a need to know (“**Representatives**”), and Receiving Party agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information and ensures that such Representatives fully perform the duties and obligations hereunder and to this end shall obtain appropriate written agreements with such Representatives, but in any event Receiving Party agrees to be responsible for any use or disclosure of Confidential Information of any of its said Representatives. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. Receiving Party shall not reverse engineer, decompile or disassemble any Confidential Information disclosed to it by the Disclosing Party. In performing its duties and obligations hereunder, Receiving Party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, Receiving Party agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorized representative of the Disclosing Party.
3. **Non-Circumvent.** The Parties hereby undertake that it, and all its affiliated companies, agents, employees, successors in interest or assigns, will not, during this term of this Agreement and for a five (5) year period after this Agreement's termination, hold any discussions with, negotiate, contract or otherwise perform any business whatsoever, directly or indirectly, with any of the suppliers or costumers of the other Party, that the identity of whom shall be disclosed to the Receiving Party as part of the Confidential Information, without the written prior consent of the Disclosing Party.
4. **No License or Joint Venture**. All Confidential Information, and any derivatives thereof is and shall remain the property of the Disclosing Party and no license, right or warranty by implication or otherwise under any patent, copyright, know-how or design rights, or other form of protection of industrial or intellectual property or other rights to Confidential Information is granted or implied hereby to have been granted to Receiving Party, now or in the future. Further, this Agreement is not a joint venture or other such business arrangement; and any agreement if at all, between the parties hereto will be set forth in subsequent written agreements, at the absolute discretion of the parties hereto.
5. **Return of Confidential Information**. Each Party may discontinue the disclosure of Confidential Information under this Agreement, at will, with or without cause, by giving written notice to the other Party, which will become immediately effective. Upon such termination or upon the request of either Party, the Receiving Party shall forthwith (i) return any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of the Receiving Party that the Receiving Party has complied with all of the terms of this Agreement, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement.
6. **Equitable Relief**. Receiving Party hereby recognizes, acknowledges and agrees that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Accordingly, Receiving Party agrees that the Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.
7. **Entire Agreement and Governing Law**. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorised representatives of both Parties. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed construed and enforced under and in accordance with the laws of the State of Israel. The courts in Tel Aviv, Israel shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement). The Company however shall not be prevented from taking proceedings relating to this Agreement in any other courts with jurisdiction.
8. **Term**. This Agreement shall govern the communications relating to Confidential Information between the Parties until such time as this Agreement is terminated as set forth in Section 6 above. The obligations set forth in this Agreement shall bind the parties for a period of five (5) years from the date of disclosure of the Confidential Information or part thereof, and such obligations shall survive the termination or earlier expiration of this Agreement.
9. [**Execution in Counterparts**](https://www.lawinsider.com/clause/execution-in-counterparts)**.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or email signatures.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year set forth above by their duly authorized representatives:

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| **N3Cure LTD.** |  | **Recipient** |
| By Yoram Ben Ari: |  | By [Name]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: |  | Title: |