

**NON-DISCLOSURE AGREEMENT (NDA):**

Parties. Israel Azoulay (“IA”), ID: 316564202, and Omer Dayan (“Dev”),  
ID: 312409386.

Purpose. The purpose of this NDA is to enable the Parties to evaluate a potential independent contractor and/or business relationship relating to a confidential project of IA (“Project”). IA may disclose certain Confidential Information to Dev solely for this Purpose.

Definitions. “Field” means the specific product, service, features, workflows, and technical approaches that may be disclosed by IA to Dev as Confidential Information under this NDA. “Competing Product” means any product or service that is substantially similar to, derived from, or would reasonably be expected to compete with the Confidential Information disclosed by IA to Dev under this NDA. “Related Party” means any person or entity acting for, with, or at the encouragement of Dev, directly or indirectly—including any owner, officer, director, employee, agent, affiliate, contractor, subcontractor, advisor, investor, or any person or entity that Dev introduces, funds, equips, coordinates with, or otherwise facilitates—and any entity in which Dev has an interest or that Dev funds or advises.

Confidential Information includes, without limitation, source code, designs, roadmaps, prompts, datasets, models, logs, business plans, pricing, customer information, the product, project, and idea (including concepts and know-how), the existence of the Parties’ relationship and project, and the existence/terms of this NDA.

Use & Care. Dev shall: (a) use Confidential Information only for the Purpose; (b) disclose only to personnel with a need-to-know under written duties no less protective; (c) protect with industry-standard safeguards; (d) not reverse-engineer; (e) no residuals use; (f) no training of models or sending IA’s code/data to AI tools without IA’s written approval and org-controlled seats with no retention/training; (g) no publicity/portfolio use.

Non-Solicitation (Worldwide). During the Restricted Period (defined below), worldwide, Dev shall not, directly or indirectly: (i) solicit, entice, induce, or encourage any IA employee, contractor, or service provider to terminate, reduce, or otherwise alter their relationship with IA; or (ii) solicit or induce any IA customer or active prospect known to Dev through this NDA or the Parties’ interactions hereunder to purchase, adopt, test, or consider any Competing Product, or to reduce, delay, or terminate business with IA.

Silence; Non-Disclosure of Relationship & Work (24 months). During the Term and for twenty-four (24) months thereafter, Dev shall not, without IA’s prior written consent: (i) disclose to any person or entity the existence of this engagement, the project, or any aspect of the work performed; (ii) use IA’s name, logo, or describe the engagement for marketing, portfolio, resume/LinkedIn, talks, or press; or (iii) confirm or deny any relationship with IA. This clause supplements and does not limit the confidentiality obligations herein.

Limited Non-Compete; No-Proxy (Pre-Contract). In consideration of access to IA’s Confidential Information, Dev agrees that during the Term and for twenty-four (24) months after the later of (i) Dev’s last access to Confidential Information under this NDA or (ii) the last disclosure by IA under this NDA (“Restricted Period”), worldwide, Dev and any Related Party shall not, directly or indirectly, design, develop, offer, market, fund, advise, be

employed by, contract with, contribute code/data to, or otherwise assist with any Competing Product, whether or not using or derived from IA's Confidential Information. Dev shall not evade these restrictions by acting through any third party (no-proxy / no-aid, including soliciting, encouraging, enabling, or facilitating others to do what Dev may not do).

**Tolling & Survival.** The Restricted Period is tolled during any period of breach and resumes only when the breach fully ceases. This section survives termination or expiration of this NDA.

**Exclusions.** Info that is public without breach; already known without duty; independently developed; or rightfully received without duty. For clarity, these Exclusions do not authorize any activity restricted by the clauses titled Silence; Limited Non-Compete; No-Proxy; or Non-Solicitation.

**Conflict Disclosure; Background IP.** Dev represents that Dev is not currently advising, employed by, or otherwise assisting any Competing Product. Dev shall promptly disclose any past 12-month involvement with a Competing Product and any legal obligation that could restrict Dev's performance hereunder. If Dev intends to use any pre-existing materials in the Field/in connection with the Project, Dev shall identify such background IP in writing before access and warrants it does not infringe or misappropriate IA's rights.

**Compelled Disclosure.** Prompt notice (if lawful) and cooperation to seek protective treatment.

**Return/Destruction.** On request, promptly return or securely destroy all Confidential Information and certify destruction (backups that are inaccessible and auto-purged may be retained confidentially).

**No License.** No license or other rights are granted.

**Term.** This NDA starts on the date the Parties sign it and continues until either Party ends it by written notice. Ending the NDA does not end the surviving duties stated here (including confidentiality, non-use, silence, non-compete/no-proxy, non-solicitation, return/destruction, and remedies), which continue for their stated periods. Non-use/non-disclosure duties last 5 years from the last disclosure; for trade secrets, duties last as long as the information remains a trade secret.

**Equitable Relief & Fees.** Breach may cause irreparable harm; injunctive relief and specific performance available without bond; prevailing party may recover reasonable fees/costs.

**Governing Law; Venue; Language.** Israel law, exclusive courts Tel-Aviv–Jaffa; English controls.

**Special Consideration; ICA Priority.** IA's granting of access to Confidential Information and the sum of NIS 1 (deemed paid and received) constitute specific consideration for the covenants titled Limited Non-Compete; No-Proxy and Non-Solicitation. If the Parties later sign an Independent Contractor Agreement, its restrictive covenants are in addition to (and

do not diminish) this NDA; in any inconsistency, the more protective restriction for IA's legitimate interests applies to the extent lawful.

Entire Agreement; Assignment; E-Sign. Entire agreement on confidentiality for the Purpose; no assignment without consent; electronic signatures are valid.

For the avoidance of doubt, nothing in this Agreement is intended to restrict Dev from working on other projects, existing or future, that are outside the Field and do not constitute a Competing Product as those terms are defined in this Agreement.

Signatures

IA: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Dev: Omer Dayan Name: Omer Dayan Date: 22/12/2025