

## MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”), is made on this 30th day of September, 2013 (the “**Effective Date**”), by and between **PrimeSense, Ltd.**, an Israeli Company, having its place of business at 28 Habarzel Street, Ramat Ha'Hayal, Tel-Aviv 69710 Israel (together with its parent company, affiliates and subsidiaries, “**PrimeSense**”) and Juan David Hincapié-Ramos (Colombian Passport: CC71267327), a \_\_\_\_\_ corporation, having its place of business at \_\_\_\_\_ (the “**Company**”).

Each of PrimeSense and the Company shall be referred to herein as the “**Disclosing Party**” or the “**Recipient**”, as applicable, and collectively, as the “**Parties**”.

### **WITNESSETH:**

**WHEREAS**, the Parties intend to enter into discussions concerning evaluation of business cooperation between the parties and \_\_\_\_\_ (the “**Purpose**”); and

**WHEREAS**, it is anticipated that the Purpose will require the disclosure by the Disclosing Party of certain valuable and proprietary information to the Recipient, to be used by the Recipient only for the foregoing Purpose and under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. **Confidential Information.** “Confidential Information” means any non-public, confidential and/or proprietary information, whether or not regarding the Purpose, that the Disclosing Party, or any of its subsidiaries or affiliates, may from time to time provide to the Recipient, whether in oral, written, visual, electronic or other form. Confidential Information shall include, but not be limited to, all methods, processes, procedures, strategies, plans and personnel, all discoveries, ideas, inventions, patents, patent applications, artwork, concepts, formulae, algorithmic, source codes, object codes, computer programs, software, know-how, trade secrets, techniques, designs, blueprints, specifications and other types of intellectual property, all sales programs and goals, customer and client lists, and all other matters relating to finances, business affairs, operating data and costs. The Disclosing Party may also disclose information furnished to it by third parties, such as licensors or prospect licensors and/or related technologies and know-how, which, for purposes of this Agreement, shall all be deemed as Confidential Information belonging to the Disclosing Party.
2. **Use of Confidential Information.** The Recipient shall in 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 the Disclosing Party; (iii) Not disclose any Confidential Information to any of its employees, consultants, agents or other representatives except to those who have a “need to know” and must be directly involved in the use of Confidential Information for the Purpose of this Agreement, provided that such employees, consultants, agents or other representatives agree in writing to be bound by confidentiality obligations no less strict than Recipient’s obligations hereunder; Without derogating from the aforesaid, the Recipient shall bear full responsibility for any harm caused to the Disclosing Party by disclosure to any of the Recipient employees, consultants, agents or other representatives; (iv) Not disassemble, reverse engineer or make any copies of Confidential Information (in any medium whatsoever) without the prior written consent of the Disclosing Party; (v) Not use any Confidential Information other than for the Purpose of this Agreement and in accordance with the terms of this Agreement; (vi) To the extent that any portion of the Confidential Information contains proprietary and confidential notices or legends,

the Recipient shall not remove such notices or legends, and shall produce the same on each and every copy of the Confidential Information produced by it.

3. **Exceptions.** The obligations under Section 2 above shall not apply to specific information which:
  - (i) is or becomes part of the public domain, without violation of this Agreement by the Recipient;
  - (ii) Recipient can demonstrate by written records that it was rightfully known to the Recipient without any limitation on use or disclosure prior to receipt of the same from the Disclosing Party;
  - (iii) Recipient can demonstrate by written records that it was developed independently by the Recipient; and (iv) is legally transmitted or disclosed to Recipient by a third party, which has the right to do so and has no obligation of confidentiality to the Disclosing Party. The Recipient shall not be prevented from disclosing Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that in either event, the Recipient, to the extent possible, has first given prompt prior written notice to the Disclosing Party and made reasonable efforts to prohibit or limit such disclosure and to protect the confidentiality of any Confidential Information eventually disclosed.
4. **Ownership of Confidential Information.** All Confidential Information and all right, title and interest therein is and shall remain at all times, the property of the Disclosing Party. Nothing herein shall be construed as granting or conferring upon the Recipient, whether expressed or implied, any right by license or otherwise under any proprietary or statutory right of the Disclosing Party existing prior to or coming into existence after the date hereof, including but not limited to rights with respect to any patents, trademarks, copyrights, designs, utility models or trade secrets. Subject to the obligations of this Agreement and without derogating therefrom, neither party will be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement so long as such party does not infringe, misappropriates or makes use of the other party's patents, copyrights, trademarks or other intellectual property rights.
5. **Warranty.** The Confidential Information provided under this Agreement by the Disclosing Party is provided "AS IS". Neither Party makes any representations or warranties of any kind, including, without limitation, that any Confidential Information disclosed to the Recipient is complete, exact, accurate, or sufficient for any particular purpose or for any use of results based on that Confidential Information, or will not infringe proprietary rights of a third party.
6. **Return of Confidential Information:** Upon termination of this Agreement or upon Disclosing Party's first demand, the Recipient shall return to the Disclosing Party all Confidential Information, including all records, products and samples received, and any copies thereof, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information or any portion thereof, whether in its possession or under its control, and shall erase all electronic records thereof, and shall certify to the Disclosing Party in writing its compliance with the provisions in this Section 6.
7. **Injunctive Relief:** The Recipient recognizes, acknowledges and agrees that any violation of this Agreement may cause immediate and irreparable harm to the Disclosing Party which monetary damages cannot adequately remedy and that the Disclosing Party would not have an adequate remedy at law in the event of actual or threatened violation by the Recipient of this Agreement. Without prejudice to rights and remedies according to the Rule of Law, Recipient therefore agrees that injunctive relief or an appropriate decree of specific performance or any other appropriate equitable relief may be sought against it, in order to remedy, or to prevent a violation hereof.
8. **Term and Effect.** Each party may terminate this Agreement without any cause upon thirty (30) days prior written notice to the other party or immediately in the event of a material breach. All of Disclosing Party's rights hereunder and all of Recipient's obligations and undertakings hereunder shall survive termination or expiration of this Agreement and shall remain in full force and effect for a period of five (5) years after the date of the last disclosure of any item of Confidential Information.

9. **Survival:** In the event that it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement.
10. **Governing Law:** This Agreement shall be governed by the laws of the State of New-York, USA and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the courts of the State of New-York, USA.
11. **Assignment:** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, and such assignment would be null and void; except that the Disclosing Party may assign rights under this Agreement to any person or entity who shall acquire from it relevant Confidential Information entitled to protection under this Agreement, and except that the Disclosing Party may assign rights or obligations under this Agreement (i) in connection with any dissolution, merger, consolidation, or other reorganization of or affecting the Disclosing Party, whether or not the Disclosing Party is the surviving corporate entity, or any sale or transfer, by one or more transactions, of stock possessing more than fifty percent (50%) of the total combined voting power of the Disclosing Party; or (ii) to any subsidiary or other affiliate of the Disclosing Party.
12. **Relationship.** Disclosure, receipt and use of any Confidential Information shall under no circumstances be construed as a commitment by, or a requirement for, either Party to enter into any contract or other business relationship (except as otherwise specifically agreed by the Parties in writing), or limit either Party from entering into any business relationship with any third parties. The relationship of the Parties established by this Agreement is that of independent parties or contractors, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or other agency relationship between the Parties. Under no circumstance shall any of the employees of one Party be deemed to be employees of the other Party for any purpose.
13. **Publicity.** Unless the prior written consent of the other Party is given, a Party and its affiliates shall not in any manner make public reference to the other Party, or publicly disclose or make public reference to the mere fact that the Parties (i) are discussing or intending to initiate discussions on subject matter hereof, or the possibility of entering into any business or other relationship; or (ii) have entered into, or are contemplating to enter into, or have terminated, any business or other relationship. However, a Party may disclose such information in accordance with a judicial or governmental order, legal requirements or applicable stock exchange rules and regulations, provided that the other Party is given reasonable notice prior to such disclosure, and it approved the intended content of such disclosure, which approval shall not be unreasonably withheld.
14. **Notices.** Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be sent by registered airmail letter, by telex, telefax or electronic; mail confirmed by registered airmail letter, or by personal delivery. Such notices shall be deemed to be given (i) if sent by registered airmail letter - five days after the day of dispatch, (ii) if sent by telex, telefax or electronic mail - on the day of dispatch of the letter of confirmation, and (iii) if sent by personal delivery - on the day of delivery.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written instrument executed subsequent to the date hereof and duly signed by both Parties. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*-Signature Page Follows-*

**IN WITNESS THEREOF**, the Parties duly executed this Non-Disclosure Agreement as of the date first written above.

**PrimeSense, Ltd.**

By: \_\_\_\_\_

Name: Nimrod Doley

Title: Senior Legal Counsel

By: \_\_\_\_\_

Name: Juan David Hincapié-Ramos

Title: Post-Doctoral Fellow

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