

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality and Non-Disclosure Agreement ("NDA"), is made as of this _____ day of _____, 2021, by and between Massivit 3D Printing Technologies Ltd., a Corporation incorporated and existing under the laws of the State of Israel, having its principal place of business at 11 Pesakh Lev st., Lod, Israel ("Massivit"), and _____, registration no. _____, a company organized and existing under the laws of _____ ("_____"), having its principal place of business at, _____.

Or

_____, ID number _____, residing at _____ ("_____")

WHEREAS, the parties hereto intend to engage in discussions for the purposes of evaluating and determining their interest in a potential business relationship and/or transaction (the "Purpose"); and

WHEREAS, in the course of their discussions, each party hereto as a "Recipient" may receive or otherwise obtain or have access to "Proprietary Data" (as hereinafter defined) from the other party (each, a "Transferor") in connection with the Purpose; and

WHEREAS, each Recipient recognizes the potential value and the corresponding risk to the Transferor resulting from disclosing and/or making available the aforesaid Proprietary Data, and therefore agrees to record the strict terms and conditions on which the aforesaid Proprietary Data is to be provided.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto hereby agree as follows:

1. All information of a confidential and/or proprietary nature, which relate to the business, technology, products, marketing and/or other applications and activities of the Transferor and/or any of its Affiliates (as defined herein), whether communicated orally or in writing, including, but not limited to, business plans, agreements, trade secrets, know-how, financial information, source code, object code, product plans, product specifications, technical information, names and contact information of customers and /or suppliers of the Transferor and/or any of its Affiliates, whether or not contained in documentation, drawings, designs, reports, surveys, formulae, questionnaires, correspondence, data, specifications, prototype or sample embodiments, photographs, memoranda, operational documents, models, prototypes, quality control, test charts, lists, manuals and methods, and/or the like and including, without limitation, all copies, excerpts, modifications, translations, enhancements and adaptations of all the foregoing, whether made by Recipient or otherwise, furnished and/or transferred by the Transferor to the Recipient (collectively the "**Proprietary Data**"), shall be deemed to be proprietary to the Transferor and/or any of its Affiliates, as applicable.

For the purposes hereof, "Affiliate" shall mean any entity, which at the time of the execution of this NDA and/or at any time throughout its validity (i) owns or controls directly or indirectly 50% or more of the share capital or voting rights of the Transferor or the Recipient; or (ii) directly or indirectly is controlled by, or is under common control

with the Transferor or the Recipient.

2. Any Proprietary Data previously provided to the Recipient or its Affiliates shall be subject to the terms of this NDA as fully as if this NDA had been in effect on the date such information was provided.
3. The Recipient shall utilize the Proprietary Data solely for the Purpose, and for no other purpose whatsoever, until or unless a formal written contract is entered into providing the terms and conditions of use of the Proprietary Data.
4. The Recipient agrees to retain the Proprietary Data in strict confidence and shall exert at least as much effort and shall take the same steps to avoid disclosure of the Proprietary Data as the Recipient employs with respect to its own confidential and proprietary information, but in any event shall apply not less than a reasonable standard of care.
5. Recipient shall not use, or permit the use by a third party, of the Proprietary Data for any purpose other than the Purpose, and shall not, directly or indirectly, communicate, publish, describe or divulge the Proprietary Data to others, except to the Recipient employees, who need to know to the extent necessary for the purposes hereof on the conditions set forth below:
 - 5.1. Each Authorized employee of the Recipient to whom any of the Proprietary Data is communicated will be informed that same is confidential and will agree not to disclose such proprietary Data to others.
 - 5.2. Each Authorized employee of the Recipient to whom any of the Proprietary Data is communicated will agree not to use, or permit the use by a third party, any of the Proprietary Data except for the Purpose contemplated herein or as otherwise authorized hereby.

Recipient confirms that it will be responsible for any breach of the aforesaid terms by such employee to whom it discloses Proprietary Data pursuant hereto.

6. The term Proprietary Data shall not include documentation and/or information which:
 - 6.1. At the time of disclosure pursuant hereto, is in the public domain;
 - 6.2. After disclosure pursuant hereto becomes a part of the public domain through no act or omission by the Recipient or any of its employees in breach of this NDA;
 - 6.3. Can be demonstrated to have been in the possession of the Recipient on a non-confidential basis prior to disclosure of such information to the Recipient by the Transferor pursuant hereto;
 - 6.4. Is independently developed by the Recipient without access to the Transferor's Proprietary Data;
 - 6.5. Is required by law or statute to be disclosed, as long as the Transferor is given at least fourteen (14) days (to extent permitted by applicable law) prior notice in order to obtain/seek relief against such act.
7. Proprietary Data shall not be deemed to be within the exceptions of Section 6 hereinabove, merely because:

- 7.1. it is specific and embraced by more general information in the public domain or Recipient's possession, or;
 - 7.2. a combination can be pieced together to reconstruct the Proprietary Data from multiple sources, none of which shows the whole combination, its principle of operation and method of use.
8. _____ is aware that Massivit, which is publicly traded on the Tel Aviv Stock Exchange, and as such certain Proprietary Data may be considered "inside information" pursuant to applicable securities laws and regulations, and Massivit may be required to make certain disclosures and publications under applicable laws, which may include details of this NDA, the activities performed hereunder and/or the parties' discussions.
9. Recipient shall not be authorized pursuant hereto to incur any obligation and/or liability on behalf of Transferor or its Affiliates in connection with the Purpose and Recipient shall make no related representation on warranty concerning the Transferor or its Affiliates, except as specifically authorized in writing by the Transferor.
10. The Proprietary Data disclosed by the Transferor to the Recipient pursuant hereto is, and shall always remain, the exclusive property of the Transferor and/or any of its Affiliates, as applicable, and the Recipient hereby acknowledges the right, title and interest of the Transferor and/or any of its Affiliates, as applicable, in and to the Proprietary Data.
11. Nothing contained in this NDA will be construed as granting an express or implied license to the Recipient to practice or otherwise use the Proprietary Data other than for the Purpose, or as otherwise provided herein, or as commitment or an obligation on the part of the Transferor or the Recipient to enter into any future agreement relating to the Proprietary Data. It is understood and agreed that this NDA creates no obligation to enter into any transaction. This NDA shall not create any joint venture, agency, partnership or other similar arrangement by or between the parties of this NDA.
12. Any documents or other forms of embodied Proprietary Data furnished by the Transferor to the Recipient containing Proprietary Data shall be promptly returned to the Transferor or destroyed upon the Transferor's written request, or upon the termination or cancellation of this NDA, whichever is earlier.
13. The terms of this NDA shall be binding upon the Recipient as well as its respective Affiliates.
14. The Recipient acknowledges and agrees that the Proprietary Data is the valuable proprietary information and/or confidential trade secrets of the Transferor and that non-permitted disclosure of the Proprietary Data may irreparably damage the Transferor in such a way that the Transferor may not be adequately compensated by an award of damages in an action at law. In consideration of this fact, the Recipient agrees that should any dispute arise concerning the disclosure or utilization of the Proprietary Data, or in the event of a breach of this NDA by Recipient, to the extent permitted by applicable laws and regulations of the jurisdiction concerned, the Transferor shall be

entitled, without prejudice, to all attendant remedies, at law and/or in equity, including, without limitation, to all injunctive or other court-ordered relief that may be available against a threatened or continuing breach. Such remedy shall be cumulative and non-exclusive and shall be in addition to any other legal or equitable remedy to which the Transferor may be entitled.

15. This NDA shall commence on the date first above written and the obligations of the Recipient hereunder shall terminate **seven (7)** years following the last date on which Proprietary Data was received by Recipient or Recipient was provided access to Proprietary Data.
16. Any and all Proprietary Data is provided "As Is" with all faults and the Transferor makes no warranty regarding the accuracy or reliability of such Proprietary Data. The Transferor will not be liable for any expenses, damages or losses incurred or any action undertaken by the Recipient as a result of the receipt of the Proprietary Data. The entire risk arising out of the use of the Proprietary Data by the Recipient remains with the Recipient.
17. Subject to any proprietary rights granted through patents and/or copyright, the Recipient's undertakings herein shall continue until such time as the Proprietary Data has entered the public domain without the Recipient's fault or negligence, or until permission is specifically granted in writing to the Recipient by the Transferor to release or make use of such data.
18. This NDA is divisible and separable so that if any provision or provisions hereof shall be held to be invalid, void, voidable or unenforceable, such holding shall not impair the remaining provisions hereof. If any provision hereof is held to be too broad to be enforced, such provision shall be construed to create an obligation to the full extent allowable.
19. Any and all notices and communications in connection with this NDA shall be addressed to the parties as follows:

to _____, address: _____, _____,
Israel,

e-mail: _____ Phone: _____, Attention:

and if to Massivit, to Erez Zimmerman. Address: 11Pesakh Lev, Lod 712936 Israel

e-mail: erez@massivit.com,

All notices shall be given by facsimile, by registered mail, by e-mail, or by hand in writing and in the English language, to the relevant party's respective address as above or such other address as may be designated by notice. All facsimile notices shall be deemed received within 24 (twenty-four) working hours from the dispatch thereof,

while all domestic registered mail notices shall be deemed received within 5 (five) calendar working days of the dispatch thereof and all international registered mail notices shall be deemed received within 7 (seven) calendar working days of the dispatch thereof.

20. It is understood and agreed that no failure or delay by the Transferor in exercising any right, power or privilege under this NDA shall operate as a waiver thereof or preclude any other right, power or privilege hereunder. This NDA shall be binding upon the parties and their successors.
21. This NDA contains the entire understanding between the parties with respect to the matters contemplated herein and supersedes all previous written and oral negotiations, commitments and understandings. This NDA cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this NDA.
22. This NDA shall be governed by, and construed in accordance with the laws of the State of Israel, and the courts of Tel-Aviv, Israel shall have exclusive jurisdiction in any conflict or disputes arising out of this NDA.
23. This NDA shall not be assignable by either party without the prior written consent of the other party, and any purported assignment not permitted hereunder shall be construed null and void.

IN WITNESS WHEREOF, the parties hereto have caused this NDA to be executed by their duly authorized representatives as of the date first above written.

**Massivit 3D Printing
Technologies Ltd.**

By: Erez Zimmerman

By: _____

Title: CEO

Title: _____

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