

## **MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "**Agreement**") is made effective as of [month ("January"), day ("21"), year ("2025")] (the "**Effective Date**"), by and between [Company 1 name], of [company 1 address], and [Company 2 name], of [Company 2 address] to assure the protection and preservation of any confidential information or proprietary information to be disclosed or made available by one party to the other (individually a "**Party**" and collectively the "**Parties**"), in connection with a possible business relationship between the Parties hereto.

A Party, and/or any of its Permitted Entities (as defined below), receiving Confidential Information (as defined below) from the other Party hereof and/or anyone on its behalf, shall be referred to hereinafter as the "**Receiving Party**" (with regard to the Confidential Information disclosed to it by the other Party and/or anyone on its behalf) and a Party hereof and/or anyone on its behalf disclosing Confidential Information to the other Party, and/or any of its Permitted Entities (as defined below), shall be referred to hereinafter as the "**Disclosing Party**" (with regard to Confidential Information disclosed by it to the other Party).

In reliance upon and in consideration of the following undertakings, the Parties agree as follows:

### **1. Confidential Information**

[All information or All information regarding the topic of ] disclosed to the Receiving Party, whether or not designated by the Disclosing Party as confidential, shall be "**Confidential Information**" of the Disclosing Party. In particular, Confidential Information shall include, but not be limited to, the Disclosing Party's know-how, research, development, development methodology, trade secrets, general business operations, methods of doing business, pricing, prices paid for materials, charges for services and products; financial information, including costs, profits and sales; marketing strategies; names of suppliers, personnel, customers, clients and potential clients; negotiations or other business contacts with suppliers personnel, customers, clients and potential clients; form and content of bids, proposals and contracts; the Disclosing Party's internal reporting methods; technical and business data documentation and drawings; software programs, however, embodied, manufacturing processes, inventions, and information obtained by or given to the Disclosing Party about or belonging to third parties.

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### **2. Exclusions**

The term "**Confidential Information**" shall not be deemed to include information which Receiving Party can demonstrate that: (i) is now, through no act or failure to act on the part of the Receiving Party, in the public domain; or (ii) is authorized by the Disclosing Party, in writing, for disclosure; or (iii) was in the possession of the Receiving Party prior to receipt thereof from the Disclosing Party; or (iv) was received by the Receiving Party, from a third party which, to the best of the Receiving Party's knowledge, was not bound at the time of its disclosure to the Receiving Party by a confidentiality undertaking towards the Disclosing Party; or (v) was developed independently by the Receiving Party, without using the Confidential Information which it received from the Disclosing Party; or (VI) is required to be disclosed by the Receiving Party or any of its affiliates by a court of competent jurisdiction or under any applicable law or by the order, decree, regulation or rule of a government authority or under any rule of any securities regulatory authority or any recognized stock exchange (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process);.

### **3. Use of the Confidential Information**

Receiving Party may use the Confidential Information only to the extent required in connection with and furtherance of [Purpose, eg "the evaluation of a possible investment in the Company"] and for no other purpose whatsoever (the "**Purpose**").

The Receiving Party shall maintain all Confidential Information in trust and confidence and shall not use, publish, disseminate or otherwise disclose any Confidential Information to any third party without the written consent of the Disclosing Party. Without derogating from the foregoing, the Receiving Party agrees and undertakes that it shall protect the Confidential Information against disclosure, at least in the same manner and with the same degree of care which the Receiving Party protects confidential information of its own, but not less than a reasonable degree of care. Receiving Party shall not use, duplicate, copy, or imitate any Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party, except as necessary for the Purpose (as defined above).

The Receiving Party may only disclose Confidential Information to those employees, officers, advisors, agents or Affiliated Companies of the Receiving Party ("**Permitted Entities**") with a need to know in connection with the Purpose, as defined above, and only after such Permitted Entities have been advised of the confidential nature of such information and are legally bound by an obligation of confidentiality to the Receiving Party.

In this Agreement, the term "**Affiliated Companies**" means an entity which either controls or is controlled by a Party or is under common control with a Party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest.

The Receiving Party shall immediately, after it becomes aware, give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

4. Ownership of Rights.

All Confidential Information (including all copies thereof) is and shall at all times remain the sole and exclusive property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon the Disclosing Party's first written request.

Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information, and such copies of any notes, analyses and memoranda containing Confidential Information, as may be required by it for: (i) legal purposes, including for the purpose of defending any claim related to this Agreement or any transaction related hereto; and/or (ii) the maintenance of proper professional records or as may be required in accordance with its respective regulatory, compliance and/or automated backup archiving requirements and/or practices, provided that it will protect such Confidential Information in accordance with the provisions of this Agreement.

5. No Representations; No Rights Granted.

The Receiving Party agrees, undertakes and acknowledges that (i) the Confidential Information is provided on an "AS-IS" basis only, without any warranty, representation and/or liability on the part of the Disclosing Party, (ii) no representation or warranty, express or implied, is made by the Disclosing Party as to the truth, accuracy, completeness or reasonableness of any Confidential Information and neither the Disclosing Party nor any of its directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents, shall have any liability to the Receiving Party nor to any third party nor to any of the directors, officers, employees, accountants, advisers, attorneys, shareholders, representatives or other agents of the Receiving Party or any third party, resulting from the use of Confidential Information; (iii) no right or license, of any kind, is granted to the Receiving Party in relation to Confidential Information other than the right to use Confidential Information strictly in accordance with the terms of this Agreement and for the Purpose (iv) the Receiving Party is acting as principal on its own account and not on behalf of any other party in respect of the Purpose.

6. Limited Relationship.

Neither this Agreement nor receipt of Confidential Information shall be deemed as obligating each Party (i) to disclose information to the other Party, or (ii) to enter into an agreement with the other Party or any third party regarding the Purpose, or otherwise, or (iii) to establish a partnership or a joint venture or any other commercial relationship, with the other Party or any third party, or (iv) to imply any principal/agent, employee/employer and/or ownership relationship and/or promise.

7. Governing Law and Place of Jurisdiction.

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of [state eg "Israel"], without giving effect to principles of conflicts of law, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by and construed in accordance with the laws of the [State of Israel], without giving effect to principles of conflicts of law.
- b) Any dispute arising out of, relating to, or in connection with this Agreement, including any question regarding its existence, validity, or termination, is hereby submitted to the sole and exclusive jurisdiction of the competent courts in [Israel (again, the same)], and the Parties waive the right to raise *forum non convenient* or any similar objection.

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8. Successors.

The Parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither Party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other Party.

9. Severability.

In the event that any covenant, condition, term, restriction or other provision contained in this Agreement, or any portion thereof, shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

10. Entire Agreement.

This Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by the Parties.

11. Notices.

- a) All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in writing and shall be delivered to the other Party by hand, commercially reputable international carrier, fax or e-mail, at such address set forth below:

[Company 1]

Address: C.O. Nir Marom POB 802,  
Tzur Moshe,  
4281000 Israel

Phone: +972-52-56890900

E-mail(s): [nirmarom@gmail.com](mailto:nirmarom@gmail.com)

[Company 2]

Address:

Phone:

E-mail(s):

- b) Notices delivered personally shall be deemed received when so delivered; Notices delivered by registered mail shall be deemed received three (3) days after the date of mailing; Notices sent by e-mail shall be deemed received the day following their dispatch upon telephone confirmation that the e-mail has been received; Notices sent by hand delivery shall be deemed received upon their receipt.
- c) Notwithstanding the aforementioned, notices and correspondents which are given within the ordinary course of business (e.g., notices and correspondents which are not: (a) related to a breach and/or termination of this Agreement, to a requirement to disclose Confidential Information under applicable law by the Receiving Party or any of its Affiliated Companies, and/or to any dispute arising out of, relating to, or in connection with this Agreement; and/or (b) any other notice that may be substantial in consequences to a Party to whom the notice is directed and/or that the Party who sent the notice intends to relay on the fact that such notice received by the other Party) – could be delivered by the Parties by digital/electronic communication (e.g., e-mails) without the requirement to confirm the reception of such notices and correspondents by the other Party.

12. Liability.

The Receiving Party was informed that the Disclosing Party may be irreparably harmed if the Receiving Party violates or threaten to violate any of its obligations, undertakings and/or representations under this Agreement.

Counterparts.

13. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute together but one and the same document. For purposes hereof, a facsimile or digital copy of this Agreement shall be deemed to be an original.

14. Term.

This Agreement shall expire [years in number and in words eg “2 two”] years from the Effective Date.

15. Non-Third Party's Right.

This Agreement is for the sole benefit of the Parties and shall not be construed as conferring any rights on any third party.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Effective Date.

By:   
Title:

By:   
Title:

**Commented [NM3]:** Place to sign, “By” is the name of the signer “title” is their role