

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this “**Agreement**”) is entered into and is effective as of the 1 day of October, 2024 (the “**Effective Date**”) by and between _____ of _____ (“**Recipient**”), and Eitan of H-GROUP A.T LTD and/or its promoters (the “**Disclosing Party**”). Each of the Recipient and the Disclosing Party may be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Disclosing Party wishes to disclose to the Recipient certain information which it considers to be Confidential Information regarding its current and future technology, projects, business plans and opportunities in relation to the development, marketing, sale and distribution of project to develop a CRM system for a recruitment and human resources company for the purpose of seeking advice from or consulting with the Recipient and/or, discussing and/or pursuing a possible a business relationship in connection therewith (the “**Purpose**”).

THEREFORE, in consideration of such disclosures and the premises, agreements and covenants herein contained, the Parties agree as follows:

1. “**Confidential Information**” shall include, but shall not be limited to, systems, processes and all documentation relating, patent applications and all correspondence relating hereto, inventions, discoveries, know-how, ideas, trade secrets, presentations, computer programs, concepts, designs, algorithms, processes, and structures; product information; research and development information; lists of clients and other related information; financial data and information; business plans and processes, improvements and developments, all in relation to the concept and the development, marketing, sale and distribution thereof. Confidential Information may be disclosed orally or in written or other tangible form.

2. Confidential Information shall not include information: (i) which is publically available without Recipient’s breach of any obligation owed to the Disclosing Party; (ii) became known to the Recipient prior to Disclosing Party’s disclosure of such information to Recipient as proven by documents; and (iii) became known to Recipient from a source other than the Disclosing Party by means other than a breach of an obligation of confidentiality owed to the Disclosing Party.

3. The Recipient shall use the Confidential Information solely for the Purpose. Recipient shall notify the Disclosing Party in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and shall reasonably cooperate with the Disclosing Party to regain possession of such Confidential Information and prevent the unauthorized use of the Confidential Information.

4. The Confidential Information is and shall always remain the exclusive property of the Disclosing Party, and the Recipient hereby acknowledges the right, title and interest of Disclosing Party in and to the Confidential Information. Recipient will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly. Furthermore, Recipient shall refrain from using, reproducing, transforming or storing any of the Confidential Information in any externally accessible computer or electronic information retrieval system or transmitting it in any form outside the Recipient’s usual place of business

5. The Recipient shall restrict the access to the Confidential Information to those of its officers, directors, employees, contractors, advisors who need such access in connection with the Purpose. Each of the persons to whom the Recipient provides access to any of the Confidential Information shall be bound by obligations, agreements or undertakings in substance similar to and at least as restrictive as those included in this Agreement. Notwithstanding the foregoing, the parties are liable hereunder for any disclosure by an authorized recipient that is not in conformance herewith.

6. The Recipient agrees to protect the Confidential Information of the other party with the same degree of care normally used to protect its own similar Confidential Information, but no less than a reasonable degree of care, and to take all steps as may be reasonably necessary to prevent any Confidential Information from being revealed to any person or entity other than those to whom the Disclosing Party has authorized disclosure pursuant to this Agreement or in a writing delivered to the other Party.

7. In the event that the Recipient (and/ or its employees , agents or subcontractors) conceives, develops or reduces to practice any modification, improvement, alteration, technology, idea, concepts, invention, discovery or design as a result of receipt of Confidential Information or the Purpose (“**Developments**”), such Developments shall constitute the sole property of the Disclosing Party and the Recipient agrees that it will execute (and will cause each person or entity employed or engaged by or acting on behalf of the Recipient to execute) any document necessary to enable Recipient to do so, including, but not limited to, declarations, powers of attorney and assignments.

8. This Agreement may be terminated by either Party at any time, immediately upon written notification to the other Party, with seven (7) days' advance written notice. Notwithstanding the foregoing, termination or expiration of the term of this Agreement, for any reason or for no reason, shall not relieve the Recipient of any confidentiality obligations set forth herein, which shall survive the term of this Agreement, and shall remain in full force and effect until the earlier of 5 years from the Effective Date.

9. Recipient agrees to deliver, within seven (7) days of any request in writing from the Disclosing Party to destroy or deliver to the Disclosing Party all materials of any nature that are in Recipient's possession or control and that constitute or contain Confidential Information.

10. Nothing in this Agreement shall be construed as granting Recipient a license or any other right in respect of the Confidential Information and all rights to the Confidential Information which belong exclusively to the Disclosing Party. Furthermore, nothing in this Agreement shall be construed as obligating the Parties to enter into any future agreements. Other than the obligations set out in this Agreement, no legal obligations will arise between the Parties until the execution of final and definitive agreements by both Parties.

11. Recipient hereby acknowledges that the Disclosing Party may sustain irreparable harm by a breach of this Agreement by Recipient for which the Disclosing Party may not be adequately compensated by monetary damages. Accordingly, in the event of such a breach, Recipient recognizes and agrees that Disclosing Party shall have the right to apply for an order from any competent court enjoining such breach.

12. Nothing in this Agreement shall make either Party the partner of the other Party, nor constitute either Party the legal agent or representative of the other Party or create any fiduciary relationship between them. This Agreement may not be assigned or transferred without the prior written consent of the other Party. This Agreement may not be modified except by a duly authorized representative of each Party hereto.

13. This Agreement shall be governed by and construed in accordance with the laws of the state of Israel. Any dispute, difference or question which may arise at any time hereafter between the parties arising out of the meaning, effect or interpretation of this Agreement or the right and obligations of the parties hereto, shall be finally and exclusively settled by the competent Israeli Court situated in Tel-Aviv.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be duly executed and delivered on and as of the date first above written:

Name:
Title:

Name:
Title: