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CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (hereinafter "**Agreement**") is effective as of 1.06.2020, by and between:

Tomer Becker, i.d. 32173296, Harakefet 3 Kfar-Saba, on behalf of itself and any of its current or future subsidiaries and/or affiliates (hereinafter the "**MR Tomer Becker**")

and

The above, participating as a student in RT-Group (hereinafter the "**Recipient**")

WHEREAS, the parties are engaged in discussions pertaining to experience, (such discussions and the provision of any products and/or services by Recipient to the Company, if any, are referred to as the "**Purpose**"), and in connection with said Purpose, the Recipient has been, and/or will be, provided with, and/or will have access to, certain valuable and proprietary business and/or technical and/or financial information of the Company and/or any of its group companies, and

WHEREAS the Recipient recognizes the potential value to the Recipient, and the corresponding risk to the Company, resulting from the Company's disclosing and/or making available to the Recipient the aforesaid information,

THEREFORE the parties wish to record the strict terms and conditions on which said information is to be provided by the Company and received by the Recipient.

1. In consideration of the disclosure by the Company to the Recipient of confidential information, as described herein (hereinafter "**Confidential Information**"), the Recipient hereby agrees and undertakes to strictly keep to the terms set out in this Agreement. Any and all Confidential Information disclosed to or otherwise obtained by the Recipient under this Agreement shall be retained in the strictest confidence and in accordance with the terms of this Agreement.

2. For the purposes of this Agreement, the term "**Confidential Information**" shall include, but not be limited to, information relating to the Company's and/or its group companies' products and products list price, financial information, information related to business development plans, marketing plans, data, designs, customer details and information, drawings, software (regardless of form or media), materials and material compositions, trade secrets, documentation, machinery, parts, components, prototypes, processes, methods, concepts, facilities, research, development, business and intellectual property, sales, clientele and information relating to business and/or financial plans, including any derivatives thereof in any form (e.g., reports and analyses), whether obtained or disclosed orally or in writing or through observation and disclosed by the Company and/or on its behalf.

3. Confidential Information shall not include (i) information which is or becomes publicly available through no fault or action of the Recipient, its agents, representatives or employees, or, (ii) information which becomes available to the Recipient on a non-confidential basis

from a source other than the Company, or who is not prohibited from disclosing such information to the Recipient by a contractual, legal or fiduciary obligation to the Company.

4. The Recipient shall maintain in strict confidence and not disclose any Confidential Information to any third party whatsoever without the prior express and written approval of the Company, except to Recipient's employees, solely on a need-to-know basis and shall prevent any commingling of the same with the confidential materials of others. The Recipient shall further refrain from copying, distributing, disseminating or otherwise disclosing such Information except as expressly authorized under this Agreement. The Recipient undertakes not to use the Confidential Information for any purposes other than the Purpose. The Recipient shall protect all such Information with at least the same diligence, care and precaution as Recipient uses to protect its own Confidential Information (but with no less than reasonable care). Without limiting the generality of the above, the Recipient shall advise its employees who have access to the Confidential Information of the content of this Agreement and the confidential nature of the information, and shall ensure that such employees are bound, whether as a condition of their employment/consultancy or otherwise, by a written non-disclosure agreement of at least equal scope to this Agreement and which extends to the Confidential Information, and shall ensure their compliance with the terms hereof.

5. This Agreement shall remain in effect for five (5) years from the effective date first set forth above. However, the provisions of sections 4-6, 8, 9 and 11-17 inclusive shall survive the termination and/or expiration of this Agreement for any reason whatsoever.

6. The Confidential Information is and shall remain the exclusive property of the Company, and the Recipient hereby acknowledges all right, title and interest of the Company in and to the Confidential Information. The 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. The disclosure to the Recipient of the Confidential Information or its use by the Recipient shall not be construed in any way to grant to the Recipient any right or license with respect to the Confidential Information other than the right to use the same strictly in accordance with the terms of this Agreement.

7. At the earlier of termination and/or expiration of this Agreement for any reason whatsoever, or the written request of the Company, Recipient shall: (i) return to Company any document or other material in tangible form in its possession being part of the Confidential Information, unless otherwise agreed upon in writing between the parties hereto; and/or (ii) destroy any document or other material in tangible form that contains Confidential Information, and certify such return and/or destruction in writing to Company, and (iii) Confirm such return or destruction in writing to Company.

8. In the event that Recipient discloses, disseminates, releases or uses any part of the Confidential Information, except as provided for in this Agreement, such disclosure, dissemination, release or use, or the threat thereof, shall be deemed to be a material breach of this Agreement. In the event of any material breach of this Agreement by Recipient (including but not limited to the foregoing), the Recipient, upon demand from the Company, shall immediately discontinue access to the Confidential Information and immediately return to Company all Confidential Information, including any copies thereof. In the event that a copy of any part of the Confidential Information cannot be returned as a result of physical impossibility, such copy shall be promptly destroyed and such destruction shall be certified in

writing by the Recipient. The provisions of this paragraph are in addition to any other legal or equitable rights and remedies that Company may have. Recipient acknowledges that its breach of this Agreement will cause the Company extensive and irreparable harm and damage, and agrees that the Company shall be entitled to injunctive relief to prevent use or disclosure of its Confidential Information not authorized by this Agreement, in addition to any other remedy available to the other party under applicable law.

9. NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE GIVEN BY COMPANY WITH RESPECT TO ANY CONFIDENTIAL INFORMATION OR ANY USE THEREOF, AND THE CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS. COMPANY HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10. All written notices to, and other written communications between the parties to this Agreement shall be deemed received (a) when personally delivered by messenger or by mail or by telecopy (facsimile or fax transmission), or (b) three (3) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) when actually received, if given in any other manner. All such notices and other communications shall be sent to the addresses of the parties set forth above.

10. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral, negotiations, commitments, agreements and understandings with respect to the subject matter hereof. No delay or omission to exercise any right or power hereunder, irrespective of how long such delay or omission continues, shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as deemed expedient. This Agreement may not be waived, amended, supplemented or otherwise modified unless the same shall be in writing and signed by the parties.

11. If Any provision of this Agreement that is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction shall as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

12. Termination or expiry of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to such termination or expiry or the coming into force or continuance in force of any term that is expressly or by implication intended to come into or continue in force on or after termination or expiry.

13. Neither this Agreement nor any right and/or undertaking herewith may be assigned or otherwise transferred by the Recipient to any third party without the prior written consent of the Company (which may or may not be given at the Company's sole discretion) and any prohibited assignment and/or transfer shall be null and void.

14. This Agreement or the disclosure of Confidential Information or the ongoing discussions and correspondence between the parties does not, in any way, establish any principal/agent employee and/or ownership or other relationship between the parties hereto,

or constitute or imply a commitment or binding obligation between the parties to enter into any business arrangement. If, in the future, the parties elect to enter into a binding commitment regarding a business arrangement, such commitment will be explicitly stated in a separate written agreement executed by both parties, and the parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract relating thereto or any other transaction between them without execution of such separate written agreement.

15. Recipient hereby acknowledges that it is aware, and that it will advise its representatives, that the United States securities laws prohibit any person who has received material, non-public information concerning certain matters which are the subject of this Agreement from purchasing or selling securities of Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Recipient agrees that for as long as it possess material non-public information regarding the Company, neither it nor any of its affiliates will, directly or indirectly, without the prior written consent of Company's Board of Directors, acquire any voting securities or direct or indirect rights to acquire any voting securities of the Company.

16. This Agreement will be governed by and construed in accordance with the Laws of the state of Israel and the parties hereto submit to the exclusive jurisdiction of the courts of Tel Aviv.

IN WITNESS WHEREOF, the Recipient and the Company have subscribed the names of their duly authorized representatives as of the day and year first above written.

The Company:

Name: _____

Role: _____

Signature: _____

The Recipient

Tomer Becker

_____

The Company:

Name: _____

Role: _____

Signature: _____