

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into by and between **GET IN INC** (the "Company") and Randy Rebucas (the "Contractor") as of Jul 24, 2024 (the "Effective Date").

1. Confidential Information. "Confidential Information" means any non-public information that relates to the actual or anticipated business, research or development of the Company, and any proprietary information, trade secrets, data, processes, techniques, models, know-how, designs, customer and supplier lists, pricing, marketing plans and strategies, and financial information of the Company, whether disclosed orally, in writing, or by other means. Confidential Information shall include Proprietary Information as defined below.
2. Proprietary Information. Contractor is aware that in the course of Contractor's engagement with Company, Contractor will have access to and be entrusted with technical, proprietary, sales, legal and financial data and information relating directly to the affairs and business of Company, its affiliates, customers and suppliers, including information received by Company from third parties subject to confidentiality obligations, all of which shall be deemed "Proprietary Information", whether documentary, written, oral or computer-generated. Anything pertaining to the Company's purchasing reconciliation processes, transaction data, databases, and related systems shall be considered Proprietary Information.
3. Confidentiality. Contractor affirms that all Confidential Information and Proprietary Information is the exclusive property of the Company. Contractor shall keep in confidence and trust all Confidential Information and Proprietary Information during the term of the engagement and thereafter. Contractor shall not use or disclose any Confidential Information or Proprietary Information without the prior written consent of Company, except as may be necessary in the ordinary course of performing Contractor's duties for Company. Contractor shall not make any copies of Confidential Information or Proprietary Information except as needed for Contractor's work.
4. Limited Rights and IP Ownership. During the engagement, Contractor is granted limited rights to use any materials provided by the Company solely for the purpose of performing the services. Upon payment in full, any intellectual property generated by Contractor in the course of the engagement shall become the exclusive property of the Company.
5. Return of Materials. Upon termination of the engagement, or upon Company's earlier request, Contractor shall deliver to the Company all Confidential Information, Proprietary Information, Company property, and any copies or materials thereof.
6. Ownership of Works. Contractor agrees that any processes, improvements, designs or other works Contractor creates in the course of the engagement relating to the Company's purchasing reconciliation or related systems shall be the sole property of the Company. Contractor hereby irrevocably assigns to the Company all right, title and

interest in and to any such works. Contractor shall assist the Company in obtaining and enforcing its intellectual property rights.

7. Non-Solicitation. During the term of the engagement and for a period of 12 months thereafter, Contractor shall not directly or indirectly solicit, induce, recruit or encourage any of the Company's employees, clients, or customers to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees, clients, or customers of the Company, either for Contractor or for any other person or entity.
8. Indemnification. Contractor shall indemnify and hold harmless the Company and its officers, directors, employees and agents from any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from Contractor's breach of this Agreement.
9. Term. Contractor's confidentiality obligations under this Agreement continue throughout the engagement and survive the termination of the engagement indefinitely. The other rights and obligations under this Agreement also survive indefinitely unless otherwise limited by applicable law.
10. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall still be enforced to the maximum extent possible.
11. Remedy. Contractor acknowledges that disclosure or misuse of Confidential Information or Proprietary Information in violation of this Agreement could severely damage the Company. Contractor agrees the Company shall have the right to seek injunctive relief in addition to any other remedies available to it.
12. General Provisions. This Agreement shall be governed by the laws of Florida, United States of America. It constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior agreements. The terms may only be modified by a written amendment signed by both parties.

Contractor Name: Randy Rebucas

Signature: 

Date: 07-25-2024

Company Representative: Kobi Kadosh

Title: CTO

Signature:

Date: Jul 24, 2024