

MUTUAL NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (**Agreement**) is effective as of 23 day of July, 2020 (**Effective Date**) by and between; (A) **SONA BLW Precision Forgings Limited** (hereinafter referred to as **Sona Comstar**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and assigns), with its Registered Office at Sona Enclave, Village Begumpur Khatola, Sector 35, Gurugram-122004 Haryana, India of the First Part; AND (B.) **IRP Nexus Group Ltd.** a company incorporated and existing under the laws of **Israel** having its registered office located at **5th Golda Meir St. Ness-Ziona Israel** (hereinafter referred to as **Company**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and assigns) of the Second Part.

Each Sona Comstar and Company may individually be referred to as a **Party** and collectively as the **Parties**.

1. **Recitals.** Sona Comstar and the Company propose to evaluate a potential business relationship with regard to electric powertrain development and commercialization (**Transaction**) in course whereof a Party and each of its Representatives (each a **Disclosing Party**) may disclose to the other Party and/or its Representatives (each a **Receiving Party**) certain Confidential Information (as defined hereunder) subject to the terms and conditions agreed herein.
2. **Definitions.** For the purposes of this Agreement, the words and phrases below shall have the following meanings:
 - a. **"Affiliates"** shall mean any company or person which directly or indirectly controls, is controlled by, or is under common control of a Party to this Agreement;
 - b. **"Confidential Information"** means any and all data or information that is of value to a Party, and is not generally known in the industry or to

competitors of a Party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, marketing plans, customer names, budget figures, and other technical financial and business information concerning a Party, or any such information of clients, customers, parents, affiliates, subsidiaries or agents of a Party, which is disclosed by the Disclosing Party, whether directly in oral or material form to the Receiving Party, or indirectly, by permitting the Receiving Party to observe the conduct of the Disclosing Party's various operations or processes, but shall not include Non-Proprietary Information. Further, the oral information shared should be reduced to writing within a period of forty-eight (48) hours.

- c. **"Intellectual Property Rights"** means all current and future, registered or unregistered, rights in respect of copyright (including moral rights), designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property;
- d. **"Representatives"** of a Party includes Affiliates, directors, employee and professional advisor;
- e. **"Non-Proprietary Information"** means information that: (i) is within the public domain at the date of disclosure or which thereafter enters the public domain through no fault of the Receiving Party or its Representative; or (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, and is not subject to

confidentiality restrictions; or (iii) following its disclosure to the Receiving Party, is received by the Receiving Party without obligation of confidentiality from a third party who the Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence; or (iv) is independently developed by the Receiving Party or Affiliates of the Receiving Party without reference to or knowledge of the Disclosing Party's Confidential Information; or (v) the Disclosing Party has given its prior written approval to disclose.

3. Confidential Obligations. The Receiving Party shall:

- a. use the Confidential Information of the Disclosing Party only for purposes of the Transaction and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever (or in any manner which would benefit any third party including competitor of the Disclosing Party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Disclosing Party;
- b. use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Receiving Party exercises in protecting its own valuable confidential information. Any contractors engaged by or prospective contractors to be engaged by the Receiving Party in connection with the Transaction shall be required to assume obligations of secrecy equal to or greater than the obligations that

the Receiving Party has assumed in this Agreement with respect to the Confidential Information;

- c. not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to any party other than those of its directors, officers, agents, servants, employees, professional advisors, contractors or prospective contractors who need to know the Confidential Information for the purposes set forth herein;
- d. not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party or any part thereof without the prior written consent of the Disclosing Party, except where required for its own internal use in accordance with this Agreement;
- e. promptly upon the request of the Disclosing Party, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information; and
- f. the Receiving Party shall not trade in the shares of the Disclosing Party, if listed, on the basis of the Confidential Information provided by the Disclosing Party.

Provided however that nothing herein shall restrict in any manner the ability of either Party to use or disclose Confidential Information owned by it in any manner whatsoever, and the obligations of confidentiality herein shall apply to each Party only to the extent that the Confidential Information or portion thereof is not owned by that particular Party.

4. Security Measures. The Receiving Party must:

- a. establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure and use the same degree of

care that a prudent person would use to protect that person's confidential information;

- b. The Receiving Party must immediately notify the Disclosing Party of any potential, suspected or actual breach of the undertakings contained in this Agreement;
- c. The Receiving Party must procure that none of the Receiving Party's Representatives (whether or not still employed or engaged by the Receiving Party) does any act or omits to do anything which, if done by the Receiving Party, would constitute a breach of the undertakings contained in this Agreement.

5. No Commitment. The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

6. Term. This Agreement shall expire Sixty (60) months from the Effective Date. Expiration or termination of this Agreement shall not, however, affect the rights and obligations contained in this Agreement with respect to Confidential Information disclosed prior to such expiration or termination. However, the confidentiality obligations contained herein under shall survive the termination or expiry of this Agreement for a period of five (5) years from the date of expiry or termination, save for trade secrets which shall survive such termination valid until perpetuity from the Effective Date or in the manner as prescribed by the applicable law.

7. Return of Confidential Information. If either Party determines that it shall not proceed with the possible business relationship and so notifies the other Party in writing, Recipient shall promptly (a) return all records, notes, and other written, printed, computer generated or other materials in its possession pertaining to the Confidential Information

and not retain copies, extracts or other reproductions of such materials; (b) destroy all documents, memoranda, notes and other writings prepared by Recipient based upon Confidential Information received from Discloser and (c) certify in writing to Disclosing Party that it has complied with its obligations hereunder. The return or destruction of materials shall not relieve the Receiving Party from compliance with other terms and conditions of this Agreement.

8. Intellectual Property. The Receiving Party acknowledges that the Confidential Information is received on a confidential basis, and that the Disclosing Party shall remain the exclusive owner of its Confidential Information and of all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of any such rights to the Receiving Party is granted or implied under this Agreement.

9. Required Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that the Receiving Party is required to disclose under any applicable law, any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided, however, that the Receiving Party required to make such disclosure shall (a) promptly use its reasonable best efforts to limit such disclosure, (b) use its reasonable best efforts to provide the Disclosing Party with advance notice of any such request for disclosure as promptly as feasible in order that the Disclosing Party may seek a protective order or such other appropriate remedy as the Disclosing Party deems necessary, and (c) in any event, make such disclosure only to the extent so required.

10. Injunctive Relief. The Receiving Party acknowledges that the improper disclosure or use of the Confidential Information may give rise to irreparable injury to the Disclosing Party, inadequately compensable in damages and that, accordingly, the Disclosing Party may seek and obtain, in addition to any legal

remedies that may be available, injunctive relief against the breach or threatened breach by the Receiving Party of any of the terms of this Agreement.

11. Notices. Notices and other communications required or permitted pursuant to this Agreement, shall be in writing and shall be delivered personally, or by e-mail or by prepaid registered mail, or sent by confirmed facsimile transmission to the other Party, or by use of professional overnight courier service, at the addresses set forth above.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties regarding the treatment of Confidential Information, superseding all prior or contemporaneous communications, agreements, or understanding with respect to such Confidential Information. No amendment to the terms and conditions of this Agreement shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of each of the Parties.

13. Relationship of Parties. Nothing in this Agreement nor any acts of the Parties shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between them. Neither this Agreement nor any of its provisions shall be considered or construed as a commitment by either Party to engage the other Party in any work or to purchase any products or services from the other Party.

14. Miscellaneous.

- a. This Agreement is governed by the law in force in United Kingdom. Each Party submits to the exclusive jurisdiction of the courts at London;
- b. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof of any other right, remedy or power;

- c. If any provision of this Agreement should be held invalid, illegal or unenforceable, then, in such event, the remainder of the Agreement shall still be and continue to be in full force and effect as if such invalid, illegal or unenforceable provision had been deleted from or never included in this Agreement;
- d. Neither party shall assign or otherwise transfer this Agreement or any rights hereunder, in whole or in part, without the prior written consent of the other Party. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns;
- e. Any notice issued under this Agreement must be, in writing and either sent by email, registered post or delivered by hand;
- f. This Agreement may be executed in two (2) counterparts, one to remain with each Party and each of which shall be deemed to be an original, and which shall together constitute one and the same Agreement. The signed Agreement may be signed and exchanged over Email and same shall be binding.

For and on behalf of SONA BLW Precision Forgings Limited

Name:

Title:

Date:

Email:

For and on behalf of IRP Nexus Group Ltd.

Name: Moran Price

Title: CEO

Date: July 28h, 2002

Email: moran@irpsystems.com

