

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure and Confidentiality Agreement (the "**Agreement**") is made as of this 22 day of January, 2019 by <Silvio Macciorlitti>, with offices at < San Carlo Canavese, Italy>.

WHEREAS, Niv Segal, from Dishin Ltd. (in formation) ("**Dishin**"); represents that it possesses certain valuable and proprietary technical, business, and financial information and documentation relating to Dishin's current and future technical, business and marketing plans which are not generally available to the public, and which Dishin desires to protect against disclosure or competitive use (the "**Confidential Information**"); and

WHEREAS, the Receiving Party desires to provide certain services to Dishin (the "**Project**") and this may require the disclosure of Confidential Information to the Receiving Party.

NOW, THEREFORE,

1. Confidential Information shall include, without limitation, Dishin proprietary information, patent descriptions, technology, techniques, documentation, designs, procedures, formulas, inventions, improvements, concepts, methodology, records, files, memoranda, reports, plans, price lists, customer lists, projections, estimates, business and financial information, documentation and/or the like.
Confidential Information shall not include information that: (a) is or becomes public domain without fault on the part of the Receiving Party; or (b) is lawfully obtained from any source other than Dishin; or (c) is previously known to the Receiving Party without an obligation to keep it confidential; or (d) is expressly released in writing from the obligations of confidentiality imposed by this Agreement by Dishin; or (e) is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, if possible, that the Receiving Party shall give notice to Dishin, as soon as possible under the circumstances.
2. The Receiving Party shall:
 - a) Use the Confidential Information received solely for the furtherance of the Project, and shall limit access to such Confidential Information to its employees and agents with a need to know for such purpose; and
 - b) Take reasonable precautions to maintain the confidentiality of the Confidential Information received.
 - c) Refrain from copying or disclosing the Confidential Information received, except for the completion of the Project; and
 - d) Upon the written request of Dishin, promptly destroy or return any and all copies on any media containing such Confidential Information, except for one (1) copy of each Confidential Information disclosed by Dishin which shall be kept in the Receiving Party's files and shall be subject to the conditions herein.
3. Unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach of this Agreement, Dishin shall be entitled to an injunction restraining the Receiving Party from using or disclosing the Confidential Information. Nothing herein shall be construed as prohibiting Dishin from pursuing any other remedy available for such breach or threatened breach.
4. It is expressly agreed that the Receiving Party does not have any rights whatsoever to the Confidential Information.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations regarding the Confidential Information disclosed with regard to the Project. The Receiving Party understands and agrees that Dishin agrees to disclose the Confidential Information to the Receiving Party only under and pursuant to the terms and conditions of this Agreement. Therefore, this Agreement may not be modified except by a written instrument signed by both parties.
6. This Agreement shall be binding on the parties, their successors and assigns, and shall be governed by the laws of Israel without giving effect to such laws' provisions regarding conflict of laws.
7. This Agreement shall remain effective with respect to any Confidential Information which is disclosed thereunder at any time within five (5) years from the date first stated above and shall be subject to the provisions of Section 2 hereinabove.

Approved by Receiving Party

Silvio Macchiorlatti

Printed Name

_____ Title

Silvio Macchiorlatti

Authorized Signature

2019 /9 /23
Date

Approved by Dishin Ltd. (in formation)

Niv Segal, CTO

Authorized Signature

Date