

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is made as of this \_\_\_ day of \_\_\_\_\_, 202\_ (the “**Effective Date**”) by and between \_\_\_\_\_ (“**Recipient**”), and WiseStamp Technologies Ltd. (“**Company**”) (each may hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”).

1. **Purpose.** This Agreement applies when the Company (including its officers, shareholders and representatives) and/or its affiliates or subsidiaries or parent corporation (“**Discloser**”) discloses Confidential Information (as defined below) to Recipient for the purpose of evaluating a mutually beneficial business relationship between the Parties, and the consummation of such relationship (the “**Purpose**”). The Confidential Information may belong to Discloser or to a third party to whom Discloser owes a duty of confidence.

2. **Confidential Information.** The term “**Confidential Information**” means any and all information relating to the Discloser's business, including, without limitation, product designs, product plans, data (including Customer Data and Personal Information, as defined below), software and technology, financial information, marketing plans, business opportunities, proposed terms, pricing information, discounts, inventions and know-how, customer and partner information and identities, and other information related to the past, current and future products and services of any of the parties, including information concerning research, development, investors, employees, business relationships, forecasts, sales and marketing plans and any improvements and enhancements thereof; drafts of agreements or information communicated between Recipient and Discloser; information and available in premises of the Discloser entered by the Recipient or representatives thereof; and information received from others that the Discloser is obligated to treat as confidential, this Agreement and any other related information disclosed by Discloser to Recipient, either directly or indirectly, whether in writing, verbally or otherwise, and whether prior to, on or after the Effective Date, that either: (a) is designated as confidential by the Discloser at the time of disclosure; or (b) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. “Customer Data” means information or materials provided or made accessible to the Discloser by its customers, users, website visitors, etc., through use of the Company's website, products or services, including without limitation Personal Information of such customers, users, website visitors, etc. “Personal Information” means any information that may be used, either alone or in combination with other information, to personally identify locate or contact an individual, including but not limited to, a first and last name, a personal profile, an email address, a home or other physical address, height, weight, gender or other contact information, medical information or government or other identification information, and information about an individual's activity on a website or in connection with a product or service, whether actively provided by an individual or collected by another with or without such individual's consent. For the sake of clarity, anonymous or aggregated information based on Customer Data or Personal Information will be deemed as Confidential Information. Notwithstanding the above, any information disclosed in circumstances of confidence, or would be understood by the Recipient, exercising reasonable business judgement, to be confidential, including information viewed or learned by the Recipient during a visit to Company's facilities, shall be deemed “Confidential Information”.

3. **Non-Confidential Information.** Confidential Information shall not include information or matter that the Recipient can

provide substantial documented evidence that: (a) was already known to the Recipient prior to disclosure and such prior knowledge can be demonstrated by the Recipient by dated written records; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is independently developed by or for the Recipient without reference to or use of the Confidential Information which can also be demonstrated by the Recipient by dated written records; or (c) at the time of disclosure by the Discloser is generally available to the public or thereafter becomes generally available to the public other than through a breach of any obligation under this Agreement caused by an act or omission on the part of the Recipient. The burden of demonstrating the applicability of any of the exceptions in this Section 3 shall be upon the Recipient.

4. **Obligations of Confidentiality.** Recipient shall keep the Confidential Information in strict confidence and trust, using at least the same degree of care and discretion to avoid disclosure, publication and/or dissemination of Confidential Information as it uses with respect to its own most confidential information, and in any event no less than reasonable care. During the term of this Agreement and the period described in Section 11, Recipient shall not (a) use or exploit any Confidential Information received by or for any reason other than in furtherance of the Purpose and in any event in no way detrimental to the Discloser; (b) disclose or make available to any third parties any Confidential Information received by it without the prior written consent of the Discloser (except as provided herein); and (c) reproduce, reverse engineer, or otherwise discover the underlying intellectual property or technology of the Discloser, , except with the express written authorization from the Discloser. Recipient shall include Discloser's copyright notices and proprietary legends on all copies of Confidential Information it makes.

5. **Permitted Disclosure.** Recipient may only disclose Confidential Information in furtherance of the Purpose and to the following persons, on a need to know basis only: (a) its employees and contractors, and (b) its affiliates, provided that such employees, contractors, and affiliates are obligated to observe non-use and confidentiality obligations for the benefit of Discloser, the terms of which shall be substantially similar to the terms hereof. In all instances of disclosure, the Recipient shall be responsible and held liable for any failure of the foregoing parties to comply with any terms of this Agreement. Further, the Confidential Information may be disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, provided that (i) immediately and in any event prior to disclosure of any Confidential Information, Recipient shall notify the Discloser of the existence, terms and circumstances surrounding such a request; (ii) Recipient shall cooperate with the Discloser in the event the Discloser elects to contest such disclosure or seek a protective order or other appropriate remedy, at Discloser's cost; and (iii) in any event, Recipient shall only disclose the exact Confidential Information or portion thereof specifically requested by such order or proceeding.

6. **Ownership of Rights.** Confidential Information disclosed pursuant to this Agreement shall remain the sole property of Discloser. Neither this Agreement nor any disclosure of

Confidential Information grants Recipient a license or right under Discloser's intellectual property rights or trade secrets, or any right to use Confidential Information, except as expressly provided herein. In the event that the Recipient 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 of the Discloser ("**Developments**"), such Developments shall constitute the sole property of the Disclosure and Recipient shall and hereby assigns and transfers to the Disclosure all right, title and interest in and to the Developments.

**7. Return of Confidential Information.** Upon termination of this Agreement or Discloser's written request, Recipient will cease using the Confidential Information and return any and all of Discloser's Confidential Information received from Discloser, including all copies, and/or derivatives Discloser within 7 business days of receipt of request, or at Discloser's sole discretion will immediately destroy all such Confidential Information and promptly certify in writing that all such Confidential Information, copies, and derivatives thereof have been destroyed (or, in the case of electronic embodiments, permanently erased).

**8. Injunction.** Recipient acknowledges that damages for improper disclosure of Confidential Information and any breach of this Agreement may cause irreparable harm for which monetary damages are an insufficient remedy and therefore; therefore, in addition to all other remedies available to it, Discloser shall be entitled to seek equitable relief, including an injunction to prevent actual or threatened use and/or disclosure of the Confidential Information, without necessity of posting bond.

**9. Compliance with laws.** Discloser's Confidential Information may be subject to US and Israeli export laws and regulations. Each Party shall comply with all applicable export laws and regulations as they pertain to the use and disclosure of the Confidential Information. Without derogating from the generality of the foregoing, Recipient acknowledges that the Confidential Information may be subject to Israeli and U.S. export laws and regulations and/or laws and regulations related to or administered by the Office of Foreign Assets Control in the U.S. Department of Treasury, and that any use or transfer of the Confidential Information must be authorized under those laws and regulations as well as any other trade law restrictions applicable to either Party or the Confidential Information. Recipient will not use, distribute, export, re-export or otherwise

transmit, directly or indirectly, any Confidential Information, except in compliance with all applicable laws, regulations and/or export permits.

**10. Warranty.** Discloser provides Confidential Information solely on an "AS IS" basis and "with all faults". No responsibility or liability is accepted or shall be imposed upon the Discloser regarding the accuracy, merchantability, completeness or suitability of its Confidential Information. The Discloser makes no representation or warranty with respect to the non-infringement of third-party intellectual property rights with respect to its respective Confidential Information. The Discloser shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, any Confidential Information disclosed under this Agreement.

**11. Term and Termination.** This Agreement shall become effective as of the Effective Date and shall continue for a period of three (3) years. Either party may terminate this Agreement upon 30 days prior written notice to the other party. Irrespective of any termination of this Agreement, Recipient's obligations with respect to Confidential Information under this Agreement shall survive termination.

**12. General.** Neither party has an obligation under this Agreement to purchase or offer for sale any item or proceed with any proposed transaction. In the event that any of the provisions of this Agreement will be held illegal or unenforceable by a court of competent jurisdiction, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Recipient may not assign this Agreement without the prior written consent of the Discloser including by way of change of control, merger or acquisition. This Agreement will be governed by the laws of the State of Israel, without regard to conflicts of laws provisions thereof, and any dispute arising out of or in connection with this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement will be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver.

ACKNOWLEDGED AND AGREED:

<p>COMPANY</p> <p>_____</p> <p>WiseStamp Technologies Ltd.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Recipient</p> <p>_____</p> <p>Full Name: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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