

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") is made and entered into as of this [] Day of [] 2014, by and between [Full XXX Name], a company incorporated under the laws of [], with offices at [Full Address] ("XXX"); and [Full Company Name], a company incorporated under the laws of [], the address of which is [Full Address] (the "**Company**"; and together with XXX, the "**Parties**").

WHEREAS each of the Parties possesses certain proprietary and/or confidential information, which is a valuable asset to such Party; and

WHEREAS the Parties desire to discuss and/or enter into negotiations for [] (the "**Purpose**") and each Party may disclose to the other Party Confidential Information (as defined below);

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Parties. For the purposes of this Agreement, the term "**Disclosing Party**" shall mean either of the Parties, when disclosing Confidential Information to the other Party; and the term "**Receiving Party**" shall mean either of the Parties, when receiving any Confidential Information from the other Party.
2. Confidential Information. The term "**Confidential Information**" as used in this Agreement means any particulars; including, but not limited to, inventions, technology, software, software development tools, trade secrets, processes, schedules, documentation, records, files, memoranda, reports, techniques, algorithms, routines, methodologies, demonstration programs, know-how, designs, formulae, data bases, schematics, forecasts, strategies, development plans, price lists, ideas, concepts, improvements, customer lists, supplier lists and financial information; which may at any time be disclosed, either directly or indirectly, in writing, electronically, orally or in any other form whatsoever, by the Disclosing Party to the Receiving Party, except for information:
 - 2.1 which at the time of disclosure is in the public domain;
 - 2.2 which shall become public domain not as a result of a breach of this Agreement by the Receiving Party;
 - 2.3 which prior to its disclosure to the Receiving Party is already in the Receiving Party's possession;
 - 2.4 which the Receiving Party receives from any third party not under an obligation to keep such information confidential;

- 2.5 which the Receiving Party can prove by written evidence that it develops independently without reference to the Confidential Information of the Disclosing Party; and/or
 - 2.6 which is required to be disclosed by the Receiving Party under applicable law, provided that the Receiving Party gives notice of such requirement to the Disclosing Party as soon as possible (the exception in this Section 2.6 is limited to the extent disclosure is required under applicable law).
3. Confidentiality Undertakings. The Receiving Party undertakes:
- 2.1 to use Confidential Information solely for the furtherance and evaluation of the Purpose and, except as expressly permitted in this Agreement, not to disclose the Confidential Information to any third party;
 - 2.2 to limit access to Confidential Information solely to its employees and officers with a “need to know” for the Purpose and who are subject to confidentiality obligations to the Receiving Party at least to the same extent as the obligations included in this Agreement;
 - 2.3 not to copy, reverse engineer or disassemble any Confidential Information;
 - 2.4 to keep and maintain at all times the Confidential Information secret and confidential, using the same degree of care that the Receiving Party uses to protect its own confidential information of similar importance, and at least a reasonable degree of care;
 - 2.5 to return to the Disclosing Party, immediately after the earlier of the termination of this Agreement or on first demand of the Disclosing Party, all materials and/or tangibles containing Confidential Information and copies thereof;
 - 2.6 that it shall be responsible for the compliance of any person permitted access to the Confidential Information thereby with the terms and conditions of this Agreement.
4. Intellectual Property. All Confidential Information shall remain the property of the Disclosing Party (and/or its licensors) and no license or other rights in connection with Confidential Information is granted or implied under this Agreement, other than the right to use Confidential Information in accordance with the terms and conditions of this Agreement.
5. No Warranty. The disclosure to the Receiving Party of Confidential Information shall not be construed as placing any obligation on the Disclosing Party to disclose any particular information to the Receiving Party or to enter into a business relationship with the Receiving Party. The Confidential Information is provided to the Receiving Party AS IS, without giving any representation or warranty with respect thereto.
6. Confidentiality Term. This Agreement shall remain effective with respect to any Confidential Information, for a period of five (5) years after the date of such Confidential Information’s first disclosure; whether or not this Agreement is terminated during the period beginning on the date of such first disclosure and the expiration of the aforesaid five (5) year period.

7. Termination. Each Party may terminate this Agreement by written notice to the other Party in the event that the defaulting Party breaches this Agreement and does not cure such breach within thirty (30) days from written notice by the non-defaulting Party to the defaulting Party of such breach.
8. Assignment. Neither Party shall assign, transfer or otherwise dispose of this Agreement or any portion thereof to any third party.
9. Dispute Resolution. This Agreement shall be governed by the laws of the State of Israel, without giving effect to its choice of law rules. Any dispute or action in connection with this Agreement shall be resolved exclusively by the appropriate court in Tel Aviv – Jaffa, Israel.
10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior representations and agreements regarding the subject matter of this Agreement. This Agreement may not be modified, other than in writing signed by both Parties. This Agreement shall not in any manner derogate from the Disclosing Party's rights with respect to any Confidential Information pursuant to applicable law.
11. Injunctive Relief. The Receiving Party acknowledges that, in the event of a breach of this Agreement, monetary damages may not be sufficient to compensate the Disclosing Party, and that in cases of such a breach or a threatened breach of this Agreement, the Disclosing Party shall be entitled to obtain an injunction against the Receiving Party. Nothing in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedy available for such breach or threatened breach.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first set forth above.

[Company Full Name]

[XXX Full Name]

[Signature page of Mutual Non-Disclosure Agreement]