

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into as of _____ by and between Alumnilab Ltd (t/a Whistle), having its address at 201 Haverstock Hill, London United Kingdom and _____ with an address at _____.

WHEREAS, Alumnilab Ltd (Whistle) has services in the field of marketing and sales operations and processes;

WHEREAS, _____ has skills in the field of _____;

WHEREAS, the parties wish to discuss, evaluate and examine if there is a common interest for establishing a relationship between them (the “**Purpose**”);

WHEREAS, each party has been and/or will be disclosing to the other party certain Confidential Information (as defined below) for the Purpose and the parties wish to ensure due protection of such Confidential Information. The party disclosing Confidential Information shall be referred to as the “**Discloser**” and the party receiving Confidential Information shall be referred to as the “**Recipient**”.

NOW, THEREFORE, the parties agree as follows:

1. CONFIDENTIAL INFORMATION

Definition. The term “**Confidential Information**” means any and all information whether or not marked ‘confidential’, furnished at any time by or on behalf of the Discloser to the Recipient, or such information to which the Recipient may have access at the Discloser’s premises or through access to its properties; whether in oral, written, graphic or machine-readable or in any other form, including without limitation, any commercial, financial scientific or technical information, information regarding technologies, know-how, inventions, discoveries, processes, drawings, photographs, concepts, procedures, methods, systems, designs, specifications, algorithms, techniques, models, prototypes, research materials, computer programs, formulas, development or experimental work, work in progress, mask work, trade secrets, industrial or intellectual property rights (whether registered, non-registered or on the process of application), source code, object code, marketing plans, business plans, product plans, activities, business opportunities, business leads, names of suppliers, customers, strategic partners, personnel information, sources, forecasts, financial information, costs and/or any other private, confidential and/or proprietary information with regard to the Discloser itself and/or to any of its affiliates.

2. NON-DISCLOSURE

2.1. **Acknowledgment.** The Recipient acknowledges that the Confidential Information is highly confidential, contains valuable business, trade and technical secrets of the Discloser and that the provisions of this Agreement are necessary for the protection of the business and goodwill of the Discloser and are considered by the Recipient to be reasonable for such purpose. The Recipient only use the Confidential Information for the Purpose, and shall not exploit the Confidential Information for the benefit of itself or anyone else.

2.2. **Protection.** The Recipient shall not disclose the Confidential Information or any part thereof to any person or entity or otherwise use the Confidential Information, except: **(i)** as may be expressly authorized in writing by the Discloser; or **(ii)** to a minimum number of the Recipient’s employees, officers and directors, on a “need to know” basis in order to fulfill the Purpose; provided however that: **(x)** any such party to whom the Confidential Information is intended to be disclosed is bound by written an agreement with provisions no less stringent than the terms contained herein; **(y)** the Recipient has advised each such party, before s/he/it receives access to Confidential Information, of his/her/its obligations under this Agreement; and **(z)** the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein are observed by all such parties and shall bear full responsibility for any breach thereof. The Recipient shall take all necessary measures to

safeguard the Confidential Information using those measures that it takes to protect its own information of a proprietary and confidential nature but no less than a reasonable degree of care.

2.3. Legends. To the extent that any portion of the Confidential Information contains proprietary and/or confidential notices and/or legends, the Recipient shall not remove such notices and/or legends, and shall produce the same on each and every copy of the Confidential Information produced by it.

2.4. Required Disclosure. If the Recipient shall be required to disclose Confidential Information pursuant to applicable law, regulation or governmental, regulatory or self-regulatory, the Recipient shall promptly notify the Discloser to permit the Discloser to seek a protective order or to take other appropriate action to avoid such disclosure. The Recipient shall also cooperate with Discloser as may be required in order to obtain a protective order or other reasonable assurances that confidential treatment will be accorded to the Confidential Information. If, in the absence of a protective order, the Recipient, in the written opinion of the Recipient's counsel, is compelled to disclose the Confidential Information, the Recipient may do so, but only such portion of the Confidential Information that it is legally required to disclose.

2.5. Exclusions. The restrictions under this Section 2 shall not apply with respect to information that the Recipient can show documentary evidence that such information was: (i) in the public domain at the time it was disclosed or subsequently became part of the public domain, not by breach of the Recipient's obligations hereunder; (ii) in the possession of the Recipient at the time of disclosure with no obligation of confidentiality and Recipient so advised Discloser in writing promptly following disclosure; or (iii) received by the Recipient from a third party that did and does not have any confidentiality obligations with respect to such information towards the Discloser.

3. PROPRIETARY NATURE

3.1. Ownership. All Confidential Information and all right, title and interest therein is and shall remain the property of the Discloser, its parent companies, subsidiaries and/or affiliates, as applicable. Nothing herein may be construed as granting to Recipient any right, warranty or license by implication or otherwise with respect to the Confidential Information under any patent, copyright, know-how or design rights, or other form of protection of industrial or intellectual property.

3.2. Prohibited Actions. Furthermore, Recipient shall not, nor shall it permit any other person or entity, to do any of the following: (i) make copies (in whole or in part) of any Confidential Information, unless specifically authorized by Discloser in writing; (ii) create or recreate the source code relating to any Confidential Information, or re-engineer, reverse engineer, decompile or disassemble any technology embodied in or relating to the Confidential Information; (iii) modify, adapt, translate or create derivative works based on the Confidential Information; (iv) refer to or otherwise use Confidential Information as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Confidential Information; (v) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in Confidential Information, or fail to preserve all copyright and other proprietary notices in any copy of Confidential Information; (vi) sell, market, lease, license, sublicense, or distribute or otherwise transfer, or grant to any person, including any vendor, consultant or partner any right to use any Confidential Information; or (vii) attempt to do any of the foregoing.

3.3. No Representation. **ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS"**, neither Discloser nor anyone acting on its behalf makes any representation or warranty as to the accuracy, completeness, condition, suitability, or performance of the Confidential Information, and the Discloser and/or anyone acting on its behalf shall have no liability whatsoever to the Recipient resulting from its use of the Confidential Information. For the avoidance of doubt, nothing herein shall be deemed to impose on Discloser any duty or obligation to disclose any Confidential Information to Recipient, and such disclosure shall be at all times at Discloser's sole and absolute discretion.

4. MISCELLANEOUS

4.1. Return of Confidential Information. Upon Discloser's first demand, the Recipient will return to the Discloser all of the Confidential Information in written or other tangible form, including any copies made, as well as any notes, memoranda or other writings or documentation which contain or pertain to the Confidential Information or any portion thereof, whether in its possession or under its control, together with certification, to the extent requested by Discloser, that any other copies or notes

or summaries (to the extent including the Confidential Information) and all electronic records thereof have been destroyed or erased, as applicable.

4.2. Term. The Agreement shall be effective as of the date hereof and shall continue for a period of 12 months; provided that the parties' responsibilities and obligations as set forth herein, shall remain in full force and effect for a period of seven years following the last disclosure of Confidential Information, regardless of whether the Agreement expired or was terminated prior thereto.

4.3. Injunctive Relief. The Recipient agrees that any breach of this Agreement may cause the Discloser substantial and irreparable direct damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Discloser shall have the right to seek and obtain an injunction, without bond, or to an appropriate decree of specific performance or any other appropriate equitable relief. Without derogating from the aforesaid, the Discloser shall be entitled to seek an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by the Recipient or any of its employees, officers or directors.

4.4. No Obligation with respect to a Transaction. The Recipient understands and agrees that no contract or agreement providing for a transaction with the Discloser shall be deemed to exist between the parties unless, until and if a definitive agreement is executed and delivered by the parties. The entering into this Agreement does not create any obligation on the part of either party to enter into any business relationship whatsoever or to offer for sale any service or product to the other party. Without derogating from the above, each party agrees that unless and until a definitive agreement is signed by the parties, both parties may negotiate and execute any agreement, with any third party, all according to the such party's sole and absolute discretion.

4.5. Unauthorized Disclosure. The Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Recipient, and, without derogating from any right or remedy of the Discloser in such a case, will cooperate with the Discloser in every reasonable way to regain possession of such Confidential Information and prevent its further unauthorized use and/or disclosure.

4.6. No Waiver. The failure by the Discloser to require performance or to enforce any right shall in no manner affect the Discloser's right at a later time to enforce the same and in no way be construed to be a waiver of such right by the Discloser. Failure by a party to enforce any provisions of this Agreement at any time shall in no manner affect the right of that party at a later time to enforce any provision of this Agreement.

4.7. Assignment. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, and it is understood that the Discloser and its successors and/or assigns may institute appropriate proceeding against the Recipient to enforce the Discloser's rights. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; provided that either party may assign or transfer this Agreement in connection with a merger, acquisition, sale of all or substantially all its assets or other similar transaction.

4.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without reference to the principles of conflict of laws, and the parties hereto irrevocably submit it to the sole and exclusive jurisdiction of the competent Tel Aviv courts. Notwithstanding, the Discloser shall retain the right to institute proceedings including interlocutory and/or injunctive relief in any relevant territory.

4.9. Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

4.10. Complete Agreement. This Agreement supersedes all previous understandings or agreements between the parties and incorporates the entire agreement of the parties with respect to the receipt and use of the Confidential Information. This Agreement may only be amended by a writing of subsequent date that is signed by both parties.

4.11. Titles. The parties acknowledge that the titles of this Agreement are for reference or convenience only and do not otherwise add or detract from the meaning of any provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.



Alumnilab Ltd (t/A Whistle)