

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (the "**Agreement**") is entered into this ____ day of ____ 2022 ("**Effective Date**") by and between **6Degrees Ltd.**, reg no. 51-567331-7, a private company incorporated under the laws of the State of Israel having its principal office at Eliyahu (Kashak) Amikam 3/12, Tel Aviv, Israel (the "**Disclosing Party**"), and _____, a _____ company, with principal place of business at _____ (the "**Recipient**"). For purposes of this Agreement, The Disclosing Party and the Recipient may be referred to each as a "**Party**" and collectively, as the "**Parties**". The terms "Disclosing Party" and "Recipient" shall include the Parties' respective successors, assigns, legal representatives, employees, agents, advisors, attorneys, accountants and consultants (the "**Representatives**"). **WHEREAS**, the Disclosing Party possesses certain confidential and/or proprietary information and technology (the "**Proprietary Information**"); and

WHEREAS, the Disclosing Party desires to provide to Recipient access to the Proprietary Information and to Confidential Information (as defined below) only for the purposes of evaluating an engagement with and/or business relationship between the Parties (the "**Purpose**"), and in order to induce such disclosure, Recipient desires to undertake certain obligations of confidentiality and nondisclosure as set forth herein;

NOW THEREFORE, in consideration of the mutual undertakings and promises herein, the Parties hereto hereby agree as follows:

1. In consideration of the willingness of the Disclosing Party to disclose its Confidential Information, and in recognition of the confidential nature thereof, at any time after the date of each disclosure of Confidential Information, Recipient agrees that Recipient and its Representatives: (i) shall treat all the Confidential Information disclosed to it as strictly confidential and not to exploit or make use, directly or indirectly, and/or duplicate or reproduce such Confidential Information without the express written consent of the Disclosing Party, except to its Representatives who clearly must have access to such Confidential Information in furtherance of the Purpose, and provided that prior to disclosing any Confidential Information to such Representatives Recipient shall have ensured that they are aware of the provisions of this Agreement and have signed non-disclosure agreements with non-use and non-disclosure terms substantially similar to those contained in this Agreement, (ii) shall not use any Confidential Information other than in relation to the Purpose, (iii) shall notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (iv) shall not reverse engineer, disassemble or decompile any samples, prototypes, software or other tangible objects provided by the Disclosing Party hereunder except with the express written authorization from the Disclosing Party.
2. The term "**Confidential Information**" shall mean all information and technology related to the Proprietary Information, in whatever form, including but not limited to any and all formulae, concepts, discoveries, data, designs, formulae, ideas, inventions, methods, business plans, models, assays, research plans, market studies, procedures, test results, past, current and planned development or experimental work, formulations, processes (including manufacturing processes, specifications and techniques), trial data, case report forms, data analyses, reports, manufacturing data, specifications, prototypes, designs, equipment, samples, analyses, computer programs, trade secrets, methods, techniques, processes, memoranda, notes, marketing and customer information, projections, non-published patent applications (together with its attached documents and that such application has been submitted) and any other data or information (in whatever form), as well as improvements and know-how related thereto, in any form of media and whether disclosed verbally or orally. Notwithstanding, Confidential Information shall not include information or matter that Recipient can document 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 independently developed by or for the Recipient without reference to or use of Confidential Information which can be demonstrated by the Recipient by dated written records; (c) which at the time of disclosure by the Disclosing Party 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 Recipient; (d) was lawfully received from a third party having no obligation of confidence to the Disclosing Party; (e) is approved in writing by the Disclosing Party for release by the Recipient; or (f) is required or compelled by law to be disclosed, provided that the Recipient gives a reasonable prior notice to the Disclosing Party to allow it to seek protective or other court orders, and that Recipient only discloses the exact Confidential Information or portion thereof specifically requested by such law requirement.

3. Recipient shall protect Confidential Information of the Disclosing Party with at least the same degree of care as it normally exercises to protect its own confidential information of a similar nature, but no less than a reasonable degree of care. Recipient shall assume full responsibility for enforcing this Agreement and shall take appropriate measures with its Representatives and other persons acting on its behalf to ensure that such Representatives and other persons acting on its behalf are bound by a like covenant of confidentiality, including but not limited to informing any Representatives and other persons acting on its behalf of the Recipient receiving such Confidential Information that such Confidential Information shall not be disclosed except as provided herein. The Recipient agrees to be liable for any breach of this Agreement by its Representatives.
4. Recipient shall comply with all applicable laws governing or relating to privacy, data security and the handling of data security breaches. All information pertaining to a former or current customer or applicant of the Disclosing Party including but not limited to such person's address, telephone number and other contact information, image, gender, age, social security number, account or other identifying numbers or attributes, and other information about an individual, including the fact that the individual is or was a customer or applicant of the Disclosing Party ("**Customer Information**") shall be deemed to be Confidential Information, subject to the obligations and restrictions set forth in this Agreement.
5. Recipient shall maintain, and shall require all third parties to whom Recipient discloses Customer Information to maintain, effective information security measures to protect Customer Information from disclosure or use not specifically authorized pursuant to this Agreement. Recipient shall immediately provide the Disclosing Party with detailed information regarding any failure or breach of such security measures including, without limitation, how and when such failure or breach occurred and what actions Recipient is taking to remedy such failure or breach. Without limiting the generality of the foregoing sentence, if there is any disclosure or loss of, or inability to account for, or any incident relating to unauthorized access to or acquisition of, any of the Customer Information in Recipient's (or its Representatives') possession or control, Recipient will promptly, at Recipient's own expense: (a) notify Disclosing Party in writing within twenty-four (24) hours of discovery of such disclosure, loss or incident; (b) take all such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the problem; and (c) cooperate in all reasonable respects with the Disclosing Party to minimize the problem, to notify affected individuals, and to minimize any resulting damage.
6. Upon termination of this Agreement, upon request of the Disclosing Party, or upon the Recipient's determination that it no longer has a need for such Confidential Information, the Recipient shall (i) return to the Disclosing Party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, unless such Confidential Information is stored in electronic form, in which such an event it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of the Recipient, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this Agreement.
7. It is understood and agreed that the disclosure of Confidential Information by the Disclosing Party shall not grant the Recipient any express, implied or other license or rights to patents or trade secrets of the Disclosing Party or its suppliers, whether or not patentable, nor shall it constitute or be deemed to create a partnership, joint venture or other undertaking. Each party agrees that, unless and until a final definitive agreement

between the Parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this agreement except for the matters specifically agreed to herein. Further, Recipient agrees that it shall not remove or otherwise alter any of the Disclosing Party's trademarks or service marks, serial numbers, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to Confidential Information or any part thereof. None of the Confidential Information which may be disclosed by the Disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party of any kind, and, in particular, with respect to the non-infringement of any intellectual property rights, or other rights of third parties or the Disclosing Party.

8. ALL CONFIDENTIAL INFORMATION IS PROVIDED 'AS IS' AND SHALL REMAIN THE SOLE PROPERTY OF THE DISCLOSING PARTY, WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE.
9. Recipient agrees that, without the prior written consent of the Disclosing Party, Recipient will not disclose to any other person (i) that Confidential Information has been disclosed to the Recipient, or (ii) that discussions between the Parties are taking place or the status of such discussions.
10. Recipient agrees that money damages will not be a sufficient remedy for any breach of this Agreement by the Recipient or its Representatives, and the Disclosing Party shall be entitled, in addition to money damages, to specific performance and injunctive relief and any other appropriate equitable remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.
11. This Agreement shall constitute the full Agreement between the Parties with respect to the confidentiality and non-disclosure of the Confidential Information and shall supersede any and all prior agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of the Parties by a duly authorized representative.
12. If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.
13. This Agreement shall be governed by and construed under the laws of the State of Israel without reference to principles and laws relating to the conflict of laws. The competent state courts of the State of Israel shall have exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.
14. This Agreement shall be in force and effect for a period of one (1) year commencing on the date hereof, unless terminated earlier upon thirty (30) days prior written notice by either party to the other. Notwithstanding the foregoing, the obligations of confidentiality hereunder with respect to all Confidential Information shall survive the termination or expiration of this Agreement for any reason for seven (7) years following the Effective Date and shall be binding upon the Recipient and Representatives or their successors, except that Confidential Information that constitutes personally identifiable information of any person will be subject to the terms hereof and retained in strict confidence by the Recipient as long as such information is in Recipient's possession.
15. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, and any purported assignment not permitted hereunder shall be construed null and void, except in connection with a merger transaction, change of control, sale of all or substantially all of assets, or any similar transaction of such Party.

16. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

6Degrees

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____