

## MUTUAL CONFIDENTIALITY AGREEMENT

**THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the “**Effective Date**”), by and between Privacy Rating Ltd., a company incorporated under the laws of the State of Israel, having its registered office at [REDACTED] (“**Company**”), and [REDACTED] (“**XXX**”), a [REDACTED], located at [REDACTED]. Company and **XXX** will each be referred to as a “**Party**” and together the “**Parties**”. Each Party may be referred to as “**Discloser**” or “**Recipient**”, as the case may be.

### RECITALS

The Parties acknowledge that it may be necessary for each of them, as a Discloser, to provide to the other, as a Recipient, certain information, including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating a potential business relationship in connection with [REDACTED] (the “**Purpose**”).

Such information means information (including any information belonging to any third party, including without limitation any Affiliates) which may include, but is not limited to, technological, technical, financial, marketing, staffing, business plans, strategic information, proposals, requests for proposals, specifications, designs, plans, drawings, data, prototypes, projected components, parts, research material, inventions, discoveries, concepts, procedures, ideas, diagrams, videos, photographs, processes, test data, models, field tests, methods and techniques, know-how, market information and materials, customers and sales forecasts, product plans, customer information, proposed products, products in process, processes, business systems, software programs, products and services, and like information, including any tangible embodiments thereof, that has or could have commercial value or other utility in the business in which each Party is engaged, whether disclosed orally or in writing and whether or not specifically marked as “Confidential” or “Proprietary” (all or any of the foregoing, in whatever form, hereinafter called “**Confidential Information**”). The Confidential Information provided by one party to the other before execution of this Agreement and in connection with the Purpose is also subject to the terms of this Agreement. “**Affiliates**” means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.

**IN CONSIDERATION** of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Each Party acknowledges that it has been informed of the confidential and proprietary nature of the other’s Confidential Information. The Recipient shall maintain in confidence and not disclose the Confidential Information except to employees or subcontractors who have a reasonable need to know the Confidential Information. The Recipient will protect Confidential Information provided by Discloser from any use, distribution or disclosure, except as permitted according to the terms and conditions of this Agreement. The Recipient shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care, to comply with the obligations set forth in this Agreement.
2. Recipient agrees to use the Confidential Information solely in connection with the Purpose and for no other purpose. Recipient may provide Information only to Recipient’s employees directors, officers, agents and outside advisors (“**Representatives**”) who: (a) have a substantive need to know such Information in connection with the Purpose; (b) have been advised of the confidential and proprietary nature of such Confidential Information; and (c) have personally agreed with Recipient in writing to protect from unauthorized disclosure such Confidential Information. Without limiting

the foregoing, Recipient will be responsible to ensure compliance with the terms and conditions of this Agreement by its Representatives.

3. Confidential Information shall not include any information, that the Recipient can demonstrate, by clear and convincing evidence: (i) is at the time of disclosure, or thereafter becomes, through a source other than the Recipient and through no fault of the Recipient, publicly available; or (ii) is subsequently learned from a third party that does not impose an obligation of confidentiality on the Recipient; or (iii) was known to the Recipient at the time of disclosure, without any confidentiality obligations.
4. If Recipient is required to provide the Confidential Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Confidential Information disclosed in response to a written court order, subpoena, regulation or process of law.
5. Recipient may make tangible or electronic copies, notes, summaries or extracts of the Confidential Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.
6. Confidential Information remains at all times the property of the Discloser. Upon Discloser's request, all or any requested portion of the Confidential Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Confidential Information) will be promptly returned to Discloser or destroyed (except for Confidential Information contained in an archived computer backup system stored as a result of automated backup procedures), and Recipient will provide Discloser with written certification stating that such Confidential Information has been returned or destroyed.
7. Nothing in this Agreement shall be construed to convey to the Recipient any right, title and interest, license under any trademark, patent, copyright, trade secret or other intellectual property right, or license to use, sell, exploit, copy or further develop any such Confidential Information. The Recipient may not make any modifications, improvements, alterations or any further developments of the Confidential Information. The Recipient shall not reverse engineer, disassemble or decompile the Confidential Information including any prototypes, software or other tangible objects which embody the Confidential Information.
8. This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties. The Recipient acknowledges that the furnishing of the Confidential Information shall not constitute an offer by the Discloser or a basis for any contract apart from this Agreement.
9. The Confidential Information is provided "AS IS". The Discloser makes no representation or warranty, express or implied, as to the accuracy, completeness, or non-infringement of the Confidential Information that it provides to the Recipient. Recipient agrees that Discloser will not have any liability to Recipient relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.
10. This Agreement may be terminated by either Party at any time upon a thirty (30) days' prior written notice, provided however, that the duty to protect Confidential Information, the confidentiality obligations herein and any provision of this Agreement which by its nature should survive the

termination and/or expiration of this Agreement shall survive the termination and/or expiration of this Agreement for five (5) years following thereafter.

11. Discloser may sustain irreparable harm by a breach of this Agreement by Recipient for which money damages would not be a sufficient or appropriate remedy. Recipient therefore agrees that, in the event of a threatened breach or a breach of this Agreement, Discloser, or its Affiliates, will be entitled, without prejudice to all other available remedies, to seek immediate injunctive or other equitable relief, including the right to prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or equity. The Recipient will indemnify and hold the Discloser harmless from any damage, losses, costs, and expenses, including reasonable attorney fees, arising from any breach of this Agreement by the Recipient.
12. No forbearance, failure or delay in exercising any right, power or privilege shall be construed as a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
13. This Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings relating thereto. The preamble of this Agreement forms an integral part hereof. This Agreement may only be amended by a written instrument signed by both Parties. If, for any reason, any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability and the remainder of this Agreement shall be enforced to the fullest extent possible.
14. This Agreement will be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws provisions. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the competent courts of Tel Aviv, Israel, over any dispute arising out of or in connection with this Agreement.
15. Nothing in this Agreement shall make either Party the partner of the other Party nor constitute either Party the agent or legal representative of the other Party, or create any fiduciary relationship between them. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided that no Confidential Information will be transferred or disclosed to any successor or assign without the prior written consent of the Discloser. This Agreement may not be assigned or transferred without the prior written consent of the other Party.
16. All notices and other communications given under this Agreement will be in writing and will be deemed to have been given (i) upon receipt when delivered personally; (ii) upon verification of receipt via facsimile or e-mail; (iii) within one (1) business day of being sent by overnight courier, or (iv) within three (3) business days of being sent by registered or certified mail (postage prepaid). All such notices, and other communications will be addressed to the parties at each Party's address set forth in the preamble of this Agreement, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice in accordance with this Section.
17. This Agreement may be executed by one or more counterparts, each of which shall be deemed to constitute an original copy hereof and all of which, when taken together, shall be deemed to constitute one and the same. Facsimile and electronic (i.e., PDF) signatures shall be as effective as original signatures.

*[Signature page shall follow]*

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

**PRIVACY RATING LTD.**

\_\_\_\_\_

By:

By:

Name:

Name:

Title:

Title: