



MUTUAL NON-DISCLOSURE AGREEMENT  
FOR EXCHANGE OF TECHNICAL AND COMMERCIAL INFORMATION ONLY

This Mutual Non-Disclosure Agreement ("**Agreement**") governs the disclosure and use of Confidential Information, and is made as of the Effective Date by and between Corsight AI Ltd. and its affiliates having a place of business at 39 Montefiore St.

Tell Aviv, Israel ("**Corsight**") and Company, as defined below.

The parties agree as follows:

**1. Definitions:**

"**Affiliate**" means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity.

"**Company**" means the party executing this Agreement with Corsight as identified in Section A.

"**Confidential Information**" means any and all information, whether or not marked 'Confidential' and whether in written, oral, visual, electromagnetic, digital or any other form, that is disclosed to the Recipient and/or which Recipient may receive, obtain, be exposed or have access to, concerning Discloser, its subsidiaries, affiliates, business, operations, technology, products and/or services, which may include, without limitation, any commercial, financial, scientific or technical information, information regarding technologies, knowhow, ideas, inventions, discoveries, developments, improvements, processes, techniques, methods, specifications, trade secrets, professional secrets, industrial or intellectual property rights (whether registered, non-registered or on the process of application), computer programs, source code, object code, designs, drawings, models, formulae, protocols, samples, materials, specifications, research and development plans, marketing, business plans or strategies, activities, business opportunities, information concerning production processes, suppliers, distributors, customers or employees, strategic partners, relationships with business partners or collaborators, actual or planned transactions and/or negotiations, prices and pricing methods, licensing and concessions agreements, legal and other claims or suits, sources, costs and/or any other private, confidential and/or proprietary information with regard to Discloser and/or its subsidiaries or affiliates. "Confidential Information" shall also include all copies, summaries, analyses and other documents and records prepared by or for Recipient, to the extent they contain, reflect or are based upon, in whole or in part, any Confidential Information.. "**Discloser**" means a party disclosing Confidential Information under this Agreement.

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity.

"**Purpose**" means the purpose set forth in Section E.

"**Recipient**" means a party receiving Confidential Information under this Agreement.

**2. Use of Confidential Information:** Either party may (a) disclose the Confidential Information only to its employees, officers, directors and consultants, , without derogating from Recipient's responsibility therefor, who have a need to know the Confidential Information to achieve the Purpose and who are legally bound to maintain and use the Confidential Information by terms not less restrictive than the terms of this Agreement; and (b) use the Confidential Information only for the Purpose. Recipient will not (a) disclose Confidential Information to any other person without the prior written consent of the Discloser; or (b) decompile, disassemble,

decode, reproduce, redesign, or reverse engineer any samples or computer software containing Confidential Information or any part thereof provided to Recipient. Recipient may make a limited number of copies of any documents containing Confidential Information as necessary to achieve the Purpose, provided all such copies remain subject to the confidentiality terms hereof. Recipient will reproduce any restrictive legends of the original on all copies it makes. Recipient will protect Confidential Information using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information.

**3. Personal Data Protection:** The Recipient agrees that it will process Personal Data only for the Purpose and in accordance with the instructions of the Discloser. If the Recipient cannot comply with this requirement for whatever reason, it will promptly inform the Discloser and the Discloser will be entitled to suspend the transfer of Personal Data or terminate this Agreement. The Recipient further agrees that it will promptly notify the Discloser about: (a) any legally binding request for disclosure of the Personal Data by a law enforcement authority (unless otherwise prohibited); (b) any accidental or unauthorized processing of Personal Data; and (c) any requests received from an individual to whom the Personal Data relates without responding to that request, unless it has been otherwise authorized to do so. The Recipient will take appropriate technical and organizational security measures as are required by the Discloser to protect the Personal Data.

**4. Exclusions:** Confidential Information will not include any information that (as can be evidenced by written records): (a) was in Recipient's possession before receipt from Discloser; (b) has become legally available in the public domain through no fault of Recipient or anyone on its behalf; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality to Discloser; (d) was independently developed by Recipient without use of or reference to Confidential Information. If Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation, or court order, Recipient will give Discloser prompt written notice of the request, and provide a reasonable opportunity to Discloser to object to the disclosure in order to secure a protective order or appropriate remedy, all to the extent legally permissible. Recipient may disclose only the Confidential Information required and only to the minimum extent compelled to do so by applicable law, statute, regulation, or court order.

**5. Return:** Upon written request, or upon the expiration or termination of this Agreement, whichever occurs first, Recipient will, within 30 days of such time, return or destroy (as requested by Discloser) all Confidential Information and all copies thereof and will certify in writing that all materials containing Confidential Information have been returned or destroyed.

**6. Remedies:** The provisions of this Agreement are necessary for the protection of the business and goodwill of Discloser and are considered by the parties hereto to be reasonable for such purpose. Recipient acknowledges that the Confidential Information is of a highly secret and confidential nature and that any unauthorized disclosure or use thereof may cause irreparable and continuing harm or damage to Discloser and/or its shareholders and officers and diminish the value of their proprietary interests. Therefore, in the case of any breach or threatened breach by Recipient of any of its obligations hereunder, Discloser shall be entitled, without prejudice and in addition to any other remedies that may be available, without the necessity of proving actual damages, to seek equitable relief to protect its interest therein,

including but not limited to injunctive relief against the breach or threatened breach by Recipient, as well as monetary damages..

which consent will not be unreasonably withheld. Any purported assignment without such consent will be void.

**8. Governing Law:** This Agreement and all actions or proceedings in respect of any claims arising out of or related to it, will be governed by and construed in accordance with the laws of the state of Israel without giving effect to the choice or conflict of laws provisions thereof. The exclusive venue for any such actions or proceedings shall be Tel Aviv court. Each Party irrevocably submits to the exclusive jurisdiction of such courts, waives any objection to laying venue in any such action or proceeding in any such court, waives any objection that such courts are an inconvenient forum or do not have jurisdiction over either Party and agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with this Agreement. Each Party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

Notwithstanding the foregoing, each party retains the right to institute proceedings including interlocutory and/or injunctive relief in any relevant territory.

**9. No License or Patent Rights Granted:** Nothing in this Agreement grants or confers any rights by license or otherwise, express or implied, to any trade secret, copyright, invention, discovery, or to any patent, or other intellectual property right, by either party to the other, nor does this Agreement grant Recipient any rights in or to the Discloser's Confidential Information, except for the limited right to use the Confidential Information solely for the Purpose under the terms hereof.

**10. No Warranty; Relationship of the Parties:** Information provided under this Agreement is provided "AS IS", without any warranties whatsoever. Discloser has no liability arising from

**A. The Parties:** This Non-Disclosure Agreement is made and entered by and between Corsight and \_\_\_\_\_ having a place of business \_\_\_\_\_ ("**Company**").

**7. Successors and Assigns:** Except for the sale by Corsight of the business or product line to which this Agreement relates neither party may assign or transfer its obligations under this Agreement to any third party without the prior written consent of the other party,

Recipient's use of the Confidential Information. This Agreement governs the use and non-disclosure of Confidential Information only and does not create a joint venture, partnership, agency or commercial relationship between the parties nor does it bind either party to enter into any further relationship.

**11. General:** This Agreement constitutes the entire agreement of the parties relating to its subject matter. All modifications to this Agreement must be in writing signed by both parties. Recipient will not export any Confidential Information in violation of law or regulations. Failure to enforce any provision of this Agreement will not constitute a waiver of any term of this Agreement. This Agreement may be signed in one or more counterparts (including faxed or scanned copies), which together will be deemed to be one original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. If any term of this Agreement is determined to be illegal, invalid or unenforceable, the validity and enforceability of the remaining terms will not be affected. This Agreement imposes no obligation on either party to proceed with any transaction between the parties hereto or to enter any business relationship whatsoever with each other; nor does it create any obligation for a party to disclose any Confidential Information.

**12. Termination of Agreement; Continuing Obligation:** This Agreement will expire two years after the Effective Date unless earlier terminated in accordance with this Section 12. Either party may terminate this Agreement with 30 day prior written notice. Notwithstanding the foregoing, each party's obligations of confidentiality with respect to the other party's Confidential Information will continue for a period of seven years following the expiration or termination of this Agreement.



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**B. Representatives:** The parties have appointed the following individuals to generally coordinate the disclosure and receipt of Confidential Information:

Corsight		Company
Name:		Name:
Title:		Title:
Address:		Address:
Address:		Address:
Telephone:		Telephone:
email:		email:

**C. Notices:** Notices will be in writing and sent to each party at its address below which may be changed upon written notice. Notices will be effective upon receipt.

Same as above, with copy to:

Corsight		Company
Name:		Name:
Title:		Title:
Address:		Address:
Address:		Address:
email:		email:

**Purpose:** The Recipient of Confidential Information will use the information for the following purpose:

Evaluating a potential business relationship

**D. Effective Date:** This Agreement becomes effective on 05/07/20

The parties' authorized representatives have executed this Agreement effective as of the Effective Date.

Corsight

Company: \_\_\_\_\_

By:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: