

MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT (the “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) between Camero-Tech Ltd., a company incorporated under the laws of the State of Israel (Company No. 51 3532895), having its principal executive offices at Grand Netter Industrial Zone, Delta Building Level 3, Grand Netter, Israel (hereinafter together with its Parent, Camero Inc. and any other affiliate, “**Camero**”) and (Enter Company or Party name) , having its principal executive offices at (Enter Company or Party Address).

1. Purpose. The parties have entered, or are considering entering, into a business relationship (the “**Purpose**”) which is described as follows: purchase of a Xaver100 system and associated documentation and training.
2. “Confidential Information” means any and all technical and non-technical information disclosed by either party to the other party which; (a) is designated as “Confidential,” “Proprietary” or some similar designation or (b) given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered to be confidential. Failure of either party to designate information as “Confidential” or “Proprietary” shall not be taken into consideration when determining the confidential nature of the disclosure under this Agreement. Confidential Information may be disclosed either directly or indirectly, in writing, orally, by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), or in intangible or electronic form (including without limitation software (source and object codes), software applications and algorithms).

Confidential Information may include, without limitation: patents and patent applications; trade secrets; and proprietary information--mask works, ideas, techniques, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, software programs, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

Confidential Information shall not, however, include any information which: (1) was in the public domain prior to the time of disclosure by the disclosing party; (2) enters the public domain after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (3) is already in the possession of the receiving party free of any obligation of confidentiality at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (4) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (5) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (6) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party immediate written notice of such requirement prior to such disclosure and shall provide the disclosing party assistance in obtaining an order protecting the information from public disclosure.

and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon termination or expiration of this Agreement or upon the disclosing party's written request.

8. Authorization; No License. Each party hereby confirms that it is authorized to disclose the Confidential Information to the other party and the disclosure of the Confidential Information does not breach such party's duty of confidentiality owed by it to third parties. Except as expressly set forth herein, nothing in this Agreement is intended to grant any rights to either party, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trade secret, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.
9. Term. This Agreement shall terminate three (3) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days' written notice to the other party. The obligations of each receiving party hereunder (including, but not limited to, the non-disclosure undertakings) shall survive termination of this Agreement and be binding upon such party's heirs, successors and assigns until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.
10. Remedies. The parties each agree that: (a) its obligations hereunder are necessary and reasonable to protect the disclosing party; and, (b) due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate compensation for breach. Accordingly, the parties each agree any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, at law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief.
11. Export Laws. Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the Israeli Government, the U.S. Government, the European Union Authorities or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
12. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel without giving effect to conflict of laws principles. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the appropriate court in Tel-Aviv, Israel, and agrees not to assert any objections to the jurisdiction thereof.
13. Miscellaneous.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed personally or by a duly authorized representative thereof as of the Effective Date.

Dated: (The effective date)

Camero- Tech Ltd

(Customer Name)

By: Ron Daisy
(Signature)

By: _____
(Signature)

Name: Ron Daisy

Name: _____

Title: VP R&D

Title: _____

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CAMERO-TECH LTD
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