

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 Xaver400 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.

Without derogating from the generality of the foregoing, it is understood and agreed that any application by or on behalf of the disclosing party for a patent or for other legal protection, anywhere in the world, which includes, in whole or in part, its Confidential Information shall not be construed as the entering of such Confidential Information into the public domain.

Furthermore, nothing in this Agreement shall impose or be deemed to impose on a party to this Agreement an obligation to disclose Confidential Information to the other party.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except for the Purpose. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees and advisors, except to those employees or advisors of the receiving party who are required to have the information for the Purpose.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees and advisors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement at least as restrictive as this Agreement prior to any disclosure of Confidential Information to such employees or advisors. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The receiving party shall remain responsible at all times for any breach of the provisions of this Agreement by its employees and advisors or by any other person or entity to whom the receiving party was authorized to disclose Confidential Information pursuant to the provisions of this Agreement.
5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Without derogating from the above, each party agrees not to disclose to any third party that this Agreement was executed or that the parties are contemplating entering into a business relationship, unless it receives the prior written consent of the other party. For the avoidance of doubt, this undertaking shall remain in force following the termination or expiration of this Agreement.
6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party,

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.

- 13.1 The headings in this Agreement are inserted only as a matter of convenience, and shall not be taken into consideration in the interpretation of this Agreement.
- 13.2 This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, specifically including any corporation formed by the Federal Communications Commission or Camero subsequent to the date hereof.
- 13.3 Notwithstanding anything to the contrary stated under section 12 above, either party may in its sole discretion bring any action in which it seeks equitable or injunctive relief in any forum, jurisdiction or venue in which it desires.
- 13.4 The parties acknowledge that this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and agreements between the parties, whether written or oral, relating to the same subject matter.
- 13.5 No delay or omission to exercise any right, power or remedy, upon any breach or default under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring.
- 13.6 No waiver with respect to any breach or default in the performance of any obligation under the terms of this Agreement shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement shall be effective only if made in writing and only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by virtue of law or otherwise afforded to any party, shall be cumulative and not alternative.
- 13.7 The provisions of this Agreement are independent of and severable of each other. In case any provision of the Agreement shall be invalid, illegal or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then eliminated, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.8 Neither party may transfer or assign any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 13.9 This Agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto.
- 13.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

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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