



Landocs Private Equity (Landocs PE)

**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“**Agreement**”) is effective as of Jan 1st, 2022, between \_\_\_\_\_ (“**Company**”), and Landocs Private Equity LTD (Landocs PE) (“**Vendor**”), a Limited Liability Company.

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## BACKGROUND

Vendor intends to request certain confidential and proprietary information from Company for the purpose of the evaluation process and in connection with this service, Company may disclose to Vendor certain confidential and business information which Company desires Vendor to treat as confidential. Vendor agrees to safeguard such information under the following terms and conditions.

## AGREEMENT

The parties agree as follows:

### 1. Definition of Confidential Information

- “**Confidential Information**” means any proprietary, confidential and/or trade secret information of Company. Confidential Information may include, without limitation, financial information and other information related to Company’s products, services, designs, technology, methodologies, know-how, marketing plans, financial plans, traffic data, monetization tactics, business and vendor relationships and any information which, given the totality of the circumstances, a reasonable person would believe is proprietary, confidential, or competitively sensitive. Confidential Information may be disclosed either in tangible form or intangible form.
- Confidential Information will not include information that:
  - a) was in the public domain when disclosed;
  - b) becomes public domain after disclosure, other than as a result of Vendor’s violation of this Agreement;
  - c) was in Vendor’s possession when disclosed and was not acquired directly or indirectly from Company;
  - d) is shown by written evidence to have been developed by Vendor independently after disclosure without benefit of the Confidential Information; or
  - e) was received after disclosure from a third party who did not require it to be held in confidence and who did not acquire it directly or indirectly from Company, with the burden of proof on the Vendor to show it was not Confidential Information. Confidential Information will not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual

features, components or combinations thereof are now or become known to the public. Confidential Information will not be deemed publicly known or known by Vendor merely because it may be embraced by a more general disclosure, or derived from other disclosures, available to the public or Vendor.

## **2. Vendor's obligations related to Confidential Information**

- Vendor:
  - a) will not disclose Confidential Information except to its employees, officers, agents or representatives,
  - b) will not use Confidential Information except for the purposes contemplated by this Agreement,
  - c) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances,
  - d) will not trade securities utilizing such Confidential Information, and
  - e) will make copies of materials embodying Confidential Information only as necessary for such purpose.
- Vendor shall maintain Confidential Information in trust and confidence and shall not disclose or use Confidential Information for any unauthorized purpose. In particular, Vendor shall not file any patent application containing any claim to any subject matter derived from the Confidential Information. Vendor may use such Confidential Information only to the extent required to accomplish the purposes of this possible acquisition.

## **3. No Additional rights**

- Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor will this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purpose contemplated by this Agreement. Neither party makes any representation or warranty, express or implied, as to the accuracy, completeness, or noninfringement of the Confidential Information that it provides to the other party. Vendor agrees that Company will not have any liability to Vendor relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

## **4. Survival of the Agreement**

- This Agreement shall survive until such time as all Confidential Information disclosed becomes publicly known or made generally available through no action or inaction of Vendor. Upon termination of this Agreement or upon Company's request, Vendor will return or, upon requesting and receiving the written authorization of Company, destroy all materials embodying the Confidential Information of the Company.

## **5. Warranties**

- ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

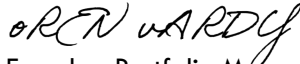
- Company does not wish to receive any confidential information from Vendor, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Vendor.

## 6. Applicable law

- This Agreement is the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous written or oral understandings relating to it, and will survive the expiration or termination of any other agreement. This Agreement will be subject to and be interpreted in accordance with the laws of Delaware, US, without regard to its conflict of laws principles.

### ACCEPTED AND AGREED BY THE PARTIES:

*This Agreement is effective as of the date first set forth above.*

By: <b>Landocs Private Equity LTD</b>	By:
Name: Oren Vardy	Name:
	
Title: Co- Founder, Portfolio Manager	Title:
Date: Jan 1st, 2022	Date: