

Appendix VIII – Nondisclosure Agreement (NDA)

Whereas the Project Agreement (**hereinafter: the "Agreement"**) was signed by and between _____ (**hereinafter: the "Operator"**) and the Government of Israel on behalf of the State of Israel represented by the Ministry of Economy and Industry (**hereinafter: the "Ministry"**) following Tender No. 16/19 for the establishment and operation of MAOF centers for the Small and Medium-Sized Business Agency on _____ (date) for the execution of the project as specified in the Agreement (**hereinafter: the "Services"**);

Whereas, as part of a collaboration between _____ (**hereinafter: the "Institution"**) and the Operator, students eligible to participate in the program in accordance with Section 16.3 to the Terms and Conditions of the MAOF Business Support Services (**hereinafter: the "Students"**), shall accompany some of the Operator's consultants, so as to learn from the consulting process executed by the Operator for various businesses. It is agreed between the parties that the said Students or lecturers who shall accompany the consultants are neither employed by the Operator nor serve as the Operator's contractor, and have no part in the provision of the Services to the Ministry and / or the businesses;

Whereas the Ministry has agreed to contact the Operator, provided that the Operator, including his employees, subcontractors and any other person on his behalf, including the Students and lecturers accompanying the activity, shall maintain the confidentiality of all information as defined below, in accordance with the provisions of this undertaking, and on the basis of the Operator's undertaking to do all that is necessary to maintain the confidentiality of the information, as defined below;

Whereas it has been explained to me and I am aware that in the course of accompanying the Operator's representatives or any activity related to this collaboration, information or know-how may come to my knowledge, including correspondence, opinions, material, plans, documents, drawings, sketches, trade / business secrets or any other various types

of knowledge, as specified in Section 91 to the Penal Law, 5737-1977, which are not known to the general public, or information that came to my knowledge due to or in connection with an agreement or information, the knowledge of which will be used as a "shortcut" to access information that the public cannot reach, whether orally or in writing, including by transcription, electronic storage or any other tool and means that may, whether directly or and indirectly, store information, including, but without derogating from the generality of the aforementioned, data, documents and reports (**hereinafter: the "Information"**);

Whereas it has been explained to me and I am aware that disclosure of, or failure to keep a secret, or handing over information in any form to any person or entity other than the authorized representatives of the Ministry for the purpose of the Agreement, without prior written approval from the authorized representative of the Ministry, may cause extensive damage to the Ministry or the parties and constitutes a criminal offense under Section 188 to the Penal Law, 5737-1977.

Hence, I, the undersigned, hereby undertake to the Ministry of Economy and Industry as follows:

1. The preamble to this undertaking forms an integral part thereof.
2. To maintain complete and absolute confidentiality of the information and / or everything related to or deriving from it.
3. To use the information solely for the purpose for which it was provided or brought to my knowledge as part of the provision of the Services, and subject to the aforementioned, not to use the information or use it for my livelihood or any other self-use that is not in accordance with the aforementioned, and not to cause or allow others to use the information in any way or manner.
4. Without derogating from the generality of the foregoing, I undertake that during the entire period of collaboration between the Operator and the Institution, and thereafter, not to allow any person or entity or institution to receive the information, either directly or indirectly, and not to publish, transfer, notify, deliver or bring the

information to the knowledge of any person or entity, and not to remove the information or any other written material or any object or thing from my possession, whether directly or indirectly, and give it to any party.

5. To take strict precautions and do everything necessary to fulfill my obligation under this Nondisclosure Agreement, including maintaining the confidentiality of the information, inter alia, to take all necessary precautions from a safety, security, procedural or other standpoint.

Signature of Student / Lecturer _____

6. To bring to the attention of employees or subcontractors or anyone on my behalf, to the extent that they exist, that which is stated in this Nondisclosure Agreement, including this undertaking of confidentiality and the penalty for failure to fulfill the obligation.
7. To be liable to you under any law for any damage or injury or expense or consequence of any kind, that shall be caused to you or any third party as a result of a breach of my obligation, whether I be solely responsible in respect of the foregoing or whether I will be liable together with others.
8. To return to you and your possession, as soon as I am requested to do so, any written or other material or object that I received from you or belongs to you or that came to my possession or which I obtained due to the provision of the Services, or that I received from any person or entity due to the provision of the Services, or material I prepared for the Ministry. I also undertake not to keep any copy of such material or information in my possession.
9. Not to engage in or be connected with any activity that is in violation of my obligations under this Nondisclosure Agreement and / or by virtue of the provision of the Services to the Ministry or because of these Services, I may be, either directly or indirectly, in a conflict of interest, between fulfilling my role in the collaboration between the Operator and the Institution or my activity as part of the provision of Services to the

Ministry, and any other interest. In general, "other interest" shall be considered my interests, including the interests of my relative or of an entity of which I or a relative of mine is a member, a manager or a responsible employee, or an entity under my control in which I or my relative has a share, in share capital, and / or the right to profits, and / or the right to appoint a manager and / or the right to vote, as well as the interests of a client, that I or my employer or my partner, or an employee who works with me or is under my supervision, exhibits / advises / criticizes (hereinafter: **"Another Interest"**).

10. I am not at all aware of any existing conflict of interest, or a conflict of interest that I comply with, whether in accompanying the Operator's representatives in the provision of the Services to the Ministry or in another interest of mine or an interest of my relative or an interest of an entity of which I or my relative is a member.

11. In the event that I breach this Nondisclosure Agreement, including in the event that I disclose the foregoing information that belongs to you and / or is in your possession and / or is related to your activities, you will have the right to a separate and independent claim against me for violating the said Nondisclosure Agreement.

I declare that I am aware that use of information which is not in accordance with this Nondisclosure Agreement, including handing it over to another person, constitute an offense under the Penal Law, 5737-1977 and the Protection of Privacy Law, 5741-1981.

12. This undertaking shall not be construed as creating a personal connection of any kind between me and you, let alone between me and the Operator.

13. It is agreed and known to me that any copies of this information, which will be received in any way, will be subject to all the provisions of this Nondisclosure Agreement.

14. 14. It is agreed and known to me that this Nondisclosure Agreement does not derogate from any right or remedy or other authority granted to the Ministry under any law or agreement, including the Agreement.

15. It is clarified that the foregoing shall not apply where the disclosure of information is required under the provisions of any law, including disclosure required by a judicial decision or obligating order of a competent governmental authority, provided that (1) I notify the Ministry immediately in writing of the receipt of the said disclosure request, prior to the disclosure of the information in order to enable the Ministry and / or those on its behalf to oppose such disclosure and / or demand its reduction; and (2) If the Ministry and / or anyone on its behalf is unable to obtain such a confidentiality order or other remedy as aforementioned, I shall disclose only that part of the information that I shall be obligated to disclose according to the law (i.e., the minimum information required).

In witness whereof I have hereto affixed my signature this _____ day of _____ in the year _____.

First and family name _____ ID number: _____

Signature of student / lecturer: _____