

NON DISCLOSURE AGREEMENT

To: Magosys Systems Ltd. of Gad Feinstein 13, Rehovot, Israel

We, _____, the undersigned, declare and undertake as follows:

1. We are conducting negotiations or working with you with regard to cooperation, joint venture, or any other relation with you (the "**Cooperation**").
2. During this Cooperation, you might disclose to us certain proprietary information, including inventions, improvements, technical data, know-how, production methods, designs, financial data and other information, all of which are your trade secrets (the "**Confidential Information**").
3. All the Confidential Information which will be disclosed to us, by any manner or fashion, in connection with the Cooperation, comprises your proprietary trade secrets, provided that such information is not *public domain* (unless resulting from any of our deeds or omissions), and did not form part of our proprietary information prior to disclosure of the Confidential Information to us and which we failed to claim and prove to be part of our proprietary information immediately upon disclosure of the Confidential Information to us.
4. We shall:
 - a. Hold the Confidential Information in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy of or use the Confidential Information for any purpose unrelated to the Cooperation, unless we receive your prior written consent to a disclosure to certain person(s) and furnish you Non Disclosure Agreements similar to this document, duly signed and executed by such person(s), provided that such information is not in the *public domain*.
 - b. Use the Confidential Information solely in furtherance of the reasons that the Confidential Information is disclosed to us, and
 - c. Take all reasonable actions to prevent unauthorized use or disclosure of and to protect the confidentiality of and your interests in the Confidential Information, and return to you all submitted items and documents immediately upon your first request.
5. We understand that any violation of this undertaking will cause you immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this undertaking, we consent to issuance by any court of competent jurisdiction, of a restraining order, preliminary or permanent injunction, without bond, restraining or enjoining such violation by us or any entity or person acting in concert with us. We understand that such orders or compensation are in addition to and do not limit the availability to you of any other remedy.

Signature: _____

By: _____

Title: _____