Mutual Non-Disclosure Agreement

For discussions about a potential advisory engagement.

This Agreement is made on _____ (the "Effective Date") between:

(1) Eyal Yavets, trading as **Yavets Advisory Group**, Israel, email yalconsulting1@gmail.com ("**YAG**"); and

(2) _____, a company registered in _____ under number _____, address _____ (the "**Company**").

Each a "**Party**". A Party disclosing information is the "**Discloser**"; a Party receiving it is the "**Recipient**".

1. Purpose

The Parties wish to exchange information solely to evaluate and discuss a possible advisory engagement between them (the "**Purpose**").

2. Confidential Information

"**Confidential Information**" means non-public business, technical or financial information disclosed by the Discloser to the Recipient for the Purpose, in any form, that is (a) marked or identified in writing as confidential, or (b) if disclosed orally or visually, identified as confidential at the time of disclosure and summarized in writing within thirty (30) days.

YAG's Confidential Information includes its methodologies, assessment frameworks, scoring models, questionnaires, report formats, templates, know-how, proposals and pricing ("**YAG Materials**"). YAG Materials are Confidential Information whether or not they are marked.

3. Exclusions

Confidential Information does not include information that the Recipient can show: (a) is or becomes publicly available through no breach of this Agreement; (b) was known to the Recipient before disclosure; (c) is independently developed by the Recipient without use of the Discloser's Confidential Information; (d) is lawfully received from a third party without a duty of confidentiality; or (e) is general industry knowledge, or knowledge the Recipient gained from prior professional experience. The Recipient may disclose Confidential Information where required by law, regulation or court order, provided it gives the Discloser prompt notice where legally permitted and discloses only what is required.

4. Obligations

a. The Recipient will use the Discloser's Confidential Information only for the Purpose, and protect it with at least the degree of care it uses for its own confidential information, and no less than reasonable care.

b. The Recipient may disclose Confidential Information only to its employees, officers, advisers and professional consultants who need to know it for the Purpose and are bound by confidentiality obligations no less protective than this Agreement. The Recipient is responsible for their compliance.

c. Neither Party is required to disclose any particular information, and either Party may decline to receive information.

5. General knowledge and freedom to work

a. Nothing in this Agreement restricts YAG from using the general skills, know-how, experience, ideas and techniques that it retains in unaided memory, provided YAG does not disclose the Company's specific Confidential Information.

b. This Agreement does not create any exclusivity, non-compete or non-solicitation obligation. YAG may advise other companies, including companies in the same industry as, or competing with, the Company, provided it does not use or disclose the Company's Confidential Information.

c. YAG may use aggregated and anonymized insights and benchmarks derived from its work, provided they do not identify the Company or disclose its Confidential Information.

d. Any suggestions or feedback the Company provides about the YAG Materials may be used by YAG without restriction.

6. Controlled and personal information

The Company will not disclose to YAG any classified, export-controlled or otherwise legally restricted technical data (including under Israeli defense export control law, the US ITAR or EAR, or EU dual-use regulations), or personal data beyond business contact details, without first notifying YAG in writing and agreeing on how it will be handled. YAG may decline to receive any such information. The Company is responsible for obtaining any licenses or approvals required for information it chooses to disclose.

The Company confirms that it has the right to disclose the information it provides, and that doing so does not breach any obligation it or its personnel owe to a third party, including a former employer. The Company will not disclose material non-public information about any publicly traded company without YAG's prior written agreement. The Company will indemnify YAG against third-party claims arising from a breach of this Section 6.

7. Ownership and no license

All Confidential Information remains the property of the Discloser. YAG retains all rights in the YAG Materials and in any methods, tools and know-how it developed before or independently of this Agreement. No license or other right is granted by this Agreement, except the limited right to use Confidential Information for the Purpose.

The Company will not copy, adapt or reverse engineer the YAG Materials, or use them to develop or offer similar services. The Company's obligations regarding the YAG Materials continue for five (5) years from the date of each disclosure.

8. No obligation and no warranty

This Agreement does not oblige either Party to enter into any engagement or transaction. Confidential Information is provided "as is", without any warranty as to its accuracy or completeness. Any engagement will be governed by a separate written agreement. Any views, opinions or preliminary assessments that YAG shares before a written engagement agreement is signed are informal, are not professional advice, and may not be relied on. They express YAG's opinion only and are not a recommendation to take any action. Any use of them is at the Company's sole responsibility, and YAG has no liability for them.

9. Return or destruction

On the Discloser's written request, the Recipient will return or destroy the Discloser's Confidential Information. The Recipient may keep copies required by law or regulation, copies held in automatic electronic backups, and one archival copy to record its compliance. Any retained copies remain subject to this Agreement. YAG may also retain its working notes, subject to this Agreement.

10. Term

This Agreement covers information disclosed during twelve (12) months from the Effective Date. Either Party may end it earlier by written notice, in which case it covers information disclosed until that notice. The obligations of confidentiality continue for two (2) years from the date of each disclosure.

11. Remedies and liability

a. Either Party may seek injunctive or other equitable relief for an actual or threatened breach of this Agreement. The Company acknowledges that misuse of the YAG Materials would cause YAG irreparable harm, and that YAG may obtain injunctive relief without posting a bond.

b. Except in cases of willful misconduct, neither Party is liable for any indirect, consequential, special or punitive damages, or for loss of profits, revenue or business opportunity.

c. Except in cases of willful misconduct, YAG's total liability under this Agreement will not exceed the lesser of (i) USD 10,000 and (ii) the total fees paid by the Company to YAG in the twelve (12) months before the claim.

d. Before starting any legal proceedings, a Party will give the other written notice describing the claim and fourteen (14) days to respond. Any claim under this Agreement must be brought within twelve (12) months after the claiming Party became aware of it.

e. YAG is not liable for unauthorized access to Confidential Information caused by events beyond its reasonable control, including cyberattacks, provided it used reasonable security measures.

f. If YAG prevails in any proceeding under this Agreement, the Company will reimburse YAG's reasonable legal fees and costs.

g. If any limitation or exclusion of liability in this Agreement is held unenforceable, YAG's liability will be limited to the maximum extent permitted by law. To the extent permitted by law, the Company will bring any claim only against YAG, and not against its subcontractors, experts, officers or employees personally.

12. General

a. This Agreement is governed by the laws of the State of Israel, without regard to its conflict-of-laws rules. Any dispute arising from or relating to this Agreement will be resolved exclusively by the competent courts in Haifa or Tel Aviv-Jaffa, Israel, as YAG may elect. Each Party irrevocably submits to their jurisdiction, waives any objection to that venue, and agrees not to bring proceedings in any other country. To the extent permitted by law, each Party waives any right to a jury trial. YAG may, however, seek urgent injunctive relief in any competent court to protect the YAG Materials.

b. This Agreement is the entire agreement between the Parties on its subject and may be amended only in writing signed by both Parties. If the Parties sign an engagement agreement, its confidentiality terms will govern information disclosed after its signature.

c. Neither Party may assign this Agreement without the other's consent, except that YAG may assign it to a company or other entity that Eyal Yavets controls, on written notice to the Company.

d. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

e. If any provision is held unenforceable, the remaining provisions remain in effect.

f. Nothing in this Agreement creates a partnership, agency or employment relationship between the Parties.

g. This Agreement is made in English. If it is translated, the English version prevails.

h. This Agreement prevails over any standard terms of the Company, including terms in purchase orders, supplier portals or click-through agreements.

13. Non-circumvention

For twenty-four (24) months from the Effective Date, the Company will not, without YAG's written consent, bypass YAG to engage directly with any supplier, manufacturer, distributor or other business partner that YAG introduced

in connection with the Purpose.

14. Scope of the discussions

a. **No regulated advice.** Nothing YAG provides under this Agreement is legal, tax, accounting, investment, securities, regulatory or export-control advice. YAG does not act as a broker, finder or placement agent, and the Company will rely on its own licensed advisers for such matters.

b. **Decisions remain the Company's.** The Company is solely responsible for its business, technical, investment, hiring and compliance decisions. YAG is not responsible for the outcome of any fundraising, certification, product development, production, site setup or transaction.

c. **Ideas and proposals.** Any ideas, methods, plans or recommendations that YAG contributes during the discussions remain YAG's property unless transferred in a signed engagement agreement. The Company will not implement YAG's specific proposals or plans without engaging YAG.

d. **Tools.** YAG may use secure software and cloud services, including AI-based tools, to process and analyze information, provided it applies reasonable confidentiality safeguards.

e. **Other roles.** The Company acknowledges that Eyal Yavets may hold other professional positions, board seats and advisory roles, and nothing in this Agreement limits them.

f. **Personnel.** For twelve (12) months from the Effective Date, the Company will not engage, directly or indirectly, any consultant or subcontractor introduced by YAG, without YAG's written consent.

Yavets Advisory Group

Signature

Name: Eyal Yavets

Date

Company

Signature

Name and title

Date

Please sign, date and return to yalconsulting1@gmail.com. This standard form is provided for convenience and does not constitute legal advice.