

Mutual Non-Disclosure Agreement

Date: April 15, 2007
Created by David Gabbay

This Non-disclosure agreement is instated

BETWEEN: Savant Technologies Ltd a corporation existing under the laws of Israel with offices at Arava 43, Maccabim, Israel 71908 (hereinafter - Savant), and

BETWEEN: _____ . (hereinafter – The Company)

WHEREAS: The parties are engaged in discussions in contemplation of a possible business relationship(s), and

WHEREAS: In furtherance of such relationship, each party is willing to disclose confidential information to the other party, subject to the following terms and conditions.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. "Confidential Information" is defined as any information disclosed, orally, visually, in writing or in electronic media relating to the products, development or line of business of either party, which is clearly marked as being CONFIDENTIAL or PROPRIETARY, and if not disclosed in tangible form, is summarized in writing, marked accordingly as confidential or proprietary and delivered to the recipient party within 30 days of such disclosure.

2. With respect to any Confidential Information disclosed hereunder, by one party to the other, the recipient party undertakes as follows:

- a. To use such information for evaluation purposes only, towards a possible business transaction with the disclosing party.
- b. Not to disclose such information to any third party and to limit any disclosure only to those of its employees who have a need to know and are necessary to evaluate the information, and only after such employees have signed an undertaking of confidence according to the terms of this Agreement.
- c. Not to copy, reproduce, or attempt to implement any of the Confidential Information in any way, except after receiving the disclosing party's prior written approval.
- d. Not to compete with the disclosing party on the subject or business venture disclosed.

3. Each party shall retain any Confidential Information received from the other party under its sole control.

4. If the parties decide not to proceed with a business relationship between them, they will return all documents relating to any party's Confidential Information to the disclosing party, and no copy or reproduction of such information, shall be retained by the receiving party or any use made thereof.

5. The obligations of confidentiality and non-disclosure with respect to Confidential Information shall terminate 3 (three) years after the termination date of this Non Disclosure Agreement and any of its extensions thereafter.

6. This Agreement shall be governed by the laws of the State of Israel.

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7. Notwithstanding any of the aforesaid, Confidential Information shall not include any information which the receiving party can demonstrate:

- a. Is or becomes part of the public domain without breach of this Agreement by the receiving party; or
- b. Is already known to the receiving party at the time of disclosure, as evidenced by documentation in the receiving party's possession; or
- c. Is rightfully received by the receiving party from a third party who is under no obligation of confidence to the disclosing party; or
- d. Is independently developed by the receiving party without breach of this Agreement; or
- e. Is disclosed in response to a valid order of a court or other governmental body in the country of either party, or any political subdivision thereof, but only to the extent of any for the purposes of such order; provided however that the receiving party shall first notify the disclosing party in writing of the order and permit the disclosing party to seek an appropriate protective order.

8. No license to a party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Confidential Information. No representation, warranty or assurance is made by either party with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights or other rights of third persons.

9. Neither this Agreement nor the disclosure, or receipt of Confidential Information, shall be construed as creating any obligation of a party to furnish its Confidential Information to the other party, or to enter into any agreement or relationship with the other party with respect to mutual business.

10. The parties agree, that any unauthorized use of any of the Confidential Information in violation of this Agreement, will cause the disclosing party irreparable injury for which it would have no adequate remedy at law. Accordingly, the disclosing party shall be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other rights and remedies available to such disclosing party. In the event either party shall have to bring any action to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

11. The existence of any business discussions, negotiations or agreements in progress between the parties, hereto and the particulars of any contract or business relationship between the parties hereto, shall not be released to any person, firm, business and any form of public media, without approval of both parties.

By: Savant Technologies Ltd		By	
Name	_____	Name	_____
Title	_____	Title	_____
Signature	_____	Signature	_____
Date	_____	Date	_____