

DBN: My comments on comments are in blue.

**Non-Disclosure, Confidentiality, and Assignment of Inventions Undertaking**

I, **Dror Bar-Natan**, hereby acknowledge that in the course of my engagement with Yowza Ltd. (the “**Company**”) I will become familiar with a range of confidential information and that my services are of particular and special value to the Company. I hereby undertake the following towards the Company and any of its affiliates (the “**Group**”):

**1. Confidential Information and Confidentiality**

I am aware that I may have access to or be entrusted with confidential information relating to the Group that is in use, planned, or under development, including but not limited to (i) technical information of the Group, its customers or other third parties, including databases, methods, know-how, formulae, compositions, technological prototypes, processes, inventions, and similar items; (ii) business information of the Group, its customers or other third parties, such as information relating to the Group's employees, actual and anticipated relationships between the Group and other companies, financial information, information relating to customer or vendor relationships, product pricing, and similar items; and (iii) information relating to future plans of the Group, its customers or other third parties, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items (collectively, “**Confidential Information**”).

During the term of my engagement with the Company and for a period of three (3) years thereafter I shall keep confidential, and shall not disclose or make available, directly or indirectly, to any third party any Confidential Information without the prior written consent of the Company. The foregoing shall not apply to (i) information for which I can provide evidence that it is already in the public domain through no fault of my own or a breach of the Group's rights by any third party; (ii) disclosures which are required by law or a valid court order, in which case I will notify the Company in writing immediately on becoming aware of such requirement or its likely occurrence, and the disclosure of Confidential Information shall be limited to the extent expressly required; or (iii) disclosures to immediate family members for so long as such family members are also bound by confidentiality obligations no less restricting than the obligations hereunder. [HFN Note: we have tried to be as accommodating as possible and leave that up to you.] Ok, thanks!

I confirm that except in the proper performance of my consulting obligations, I shall not copy, transmit, communicate, publish or make any commercial or other use whatsoever of any Confidential Information, without the prior written consent of the Company. I shall safeguard the Confidential Information against loss, theft or other inadvertent disclosure to the best of my ability and exercise the highest degree of care in maintaining its confidentiality. Upon termination of my engagement with the Company, I shall, at the Company's request, either destroy or deliver to the Company all Confidential Information and any and all copies thereof that have been furnished to me, prepared by me or came to my possession howsoever, and I shall not retain copies thereof in whatever form. (strike)[HFN note: why is this stricken? Do you expect to maintain copies of the company's confidential information after your engagement?]

DBN: I certainly expect to keep everything that was “prepared by me” and everything that is necessary to put what was prepared by me in context. If I end up writing a computer program that does something fun, I expect to keep a copy. If that program will not run without a data file that will be furnished to me by the Company, I expect to keep that data file or at least enough of it to allow the program to still run.

This is the most crucial of my comments, and without it there is no agreement. I'm in this business for the fun of it and for the fun of it alone. If I am to do something fun and then go under an obliviate charm (memory erasure,

see Harry Potter), what's the point of that? My way of work is very closely connected with my computer. Obliviating my computer is the same as obliviating me.

BTW, obliviating my computer is also in-practice impossible – I back-up in multiple ways, and complete removal of information would be extremely difficult.

## 2. Intellectual Property

I shall promptly disclose to the Company all Intellectual Property which I, solely or jointly, conceive, develop or reduce to practice or cause to be conceived, developed or reduced to practice during the course of and in connection with my engagement with the Company or which use Confidential Information or other Group property ("**Inventions**").

The term "**Intellectual Property**" shall include all intellectual property rights, whether or not patentable, and whether registered or unregistered, including but not limited to formulae, goodwill, ideas, improvements, industrial designs, mask works, materials, methods, trade secrets, moral rights, information, derivative works, discoveries, innovations, and inventions, (including but not limited to Service Inventions as defined in Section 132 of the Patent Law-1967 (the "**Patent Law**")), and any rights analogous to the foregoing.

I confirm that all Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Group and I shall not be entitled to, and I hereby waive now and in the future, any claim to any right, moral rights, compensation or reward, including any right to royalties in service inventions in accordance with the Patent Law, that I may have in connection therewith. This clause constitutes an express waiver of any rights I may have under Section 134 of the Patent Law.

I agree to assign and hereby automatically assign to the Group and/or its designee any and all rights, titles and interests in respect of any Inventions, to the extent that I may have such rights, on a worldwide basis, and I acknowledge now and in the future the Group's full and exclusive ownership in all such Inventions. I shall, at any time hereafter, execute all documents and take all steps necessary to effectuate the assignment to the Group or its designee or to assist them to obtain the exclusive and absolute right, title and interest in and to all Inventions, and to protect the same against infringement by any third party, including by assisting in any legal action requested by the Group with respect to the foregoing with reasonable compensation for my time and expenses.

## 3. Pacificity

~~I understand~~ **The Company declares** that the project with which I am to be involved is not currently primarily intended for use by a military or by a law enforcement agency or by a contractor thereof. **Shall this declaration be found false, this agreement shall become null and void. [HFN Note: this document is an undertaking by you regarding confidentiality and IP assignment, not an engagement agreement with the company. Thus, you are able to stop your engagement at any time without this clause; however, your confidentiality obligation must still be in place for the agreed term post-engagement even if you stop the engagement.]**

DBN: The pacificity clause, as phrased before my changes and given the "miscellaneous" clause below, is completely empty. I very grudgingly accept that you will not make a commitment about the future, but you should be able to make a positive declaration about the present.

## 4. Miscellaneous

A determination that any term of this undertaking is void or unenforceable shall not affect the validity or enforceability of any other term or condition herein. This undertaking shall be governed by and construed in accordance with the laws of the State of Israel.

**Consultant**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

[It is not stated what are the penalties for breaking this agreement].

[HFN Note: having pre-agreed damages is a commercial point; if the parties agree to liquidated damages or other penalties we can insert.]

DBN: Ok as is.