



None Disclosure, None Compete AGREEMENT

THIS AGREEMENT is made by and between INCYBER, INC. a Delaware INC. with R&D offices in Israel at 4 Mote Gur St. "Regus Offices" Petach Tikvah 4900300 ("**Company**"), and

with offices at _____ ("**Recipient**").

WHEREAS the "Company" is in the business of developing and marketing unique software and hardware products and services designed for individual and corporate users ("**Products**"); and

WHEREAS The "Company" has the right to, has developed, or is developing certain proprietary technology, designs, research data, product ideas, planning and market strategies, customer information and confidential information with respect to its Products; and

WHEREAS Recipient has expressed an interest in reviewing and evaluating all aspects of the company's product developments, business opportunities and specifically the information described in Attachment A ("**Information**"), which is attached hereto and made part hereof; and

WHEREAS the Information, whether subject to patent or copyright protection or not capable of being so protected, is highly confidential and proprietary and is a trade secret of The "Company";

THEREFORE, The "Company" is willing to disclose the Information to Recipient only if Recipient agrees and promises as follows, on behalf of itself, its employees, agents, successors, heirs and assignees:

1. Recipient shall not disclose to any third party, directly or indirectly, any Information supplied to it by The "Company", whether orally, in writing, or by any other means, relating to the Products without the express written permission of The "Company". Recipient may disclose Information to its employees but only to the extent necessary to carry out the purpose for which the Information is supplied as described in Attachment A. Recipient further warrants and agrees to use its best efforts to prevent disclosure of Information by Recipient's employees, agents, successors, heirs and assignees, by taking such steps to protect the Information as Recipient takes to protect its own confidential and proprietary information.
2. The "Company" shall at all times retain sole and exclusive title to and ownership of all rights in control over all such Information.
3. Recipient shall, on written request from The "Company", promptly return all Information to The "Company".
4. Recipient shall not make or cause to have made any copies of the Information without express prior written authorization of The "Company".
5. In the event that Recipient and The "Company" are unable to agree on the specific terms and conditions for implementing the purpose for which the Information is being reviewed by Recipient as described in Attachment A hereto, Recipient shall return Information to The "Company" and shall destroy all reviews, summaries, analyses, and other information generated as a result of its review of or which pertain to the Products.
6. Recipient shall make no use, directly or indirectly, of any Information furnished hereunder in connection with the Products without first securing the express prior written consent of The "Company".



7. Recipient understands and agrees that the remedies at law available to The "Company" for any breach of any of the terms of this Agreement may be inadequate, and Recipient accordingly agrees and consents to the imposition of temporary and permanent injunctive and equitable relief, including specific performance, without the necessity of proof of actual damage or the inadequacy of any legal remedy.

This Agreement shall impose no obligation upon Recipient with respect to any portion of the Information received by Recipient (a) which was known to the Recipient prior to its first receipt from The "Company"; (b) which is now or shall hereafter become generally known through no act or failure to act by Recipient; (c) which is furnished to third parties by The "Company" without restriction on disclosure; (d) which is hereafter furnished to the Recipient by a third party legally empowered to do so without restrictions on disclosure; or (e) which is independently developed by Recipient.

IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind its employees, agents, heirs and assignees, Recipient has executed this Agreement on this ____ day of _____, 20__.

RECIPIENT:

For INCYBER, INC.

Company _____

Name _____

Date: _____

Signature _____

Date _____

ATTACHMENT A

Technical and Marketing information ("Information") relating to The "Company" products, including but not limited to The "Company", _____, and _____, provided to Recipient:

Description

Recipient's Initials

Manufacturing Information

(Details _____)

Engineering & Technical Information

(Details _____)

Marketing Information

(Details _____)

Business and Financial Information

(Details _____)

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