

**CONFIDENTIAL DISCLOSURE AGREEMENT**

In order to protect certain Confidential Information, Car Business Data Dynamics, LTD and the Participant identified below agree to the following:

**1. Definitions**

A Discloser is a party disclosing Confidential Information. A Recipient is a party receiving disclosed Confidential Information.

**2. Agreement Coordinator**

Each party designates the following person as its Agreement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Car Business Data Dynamics, LTD

Andrey Glembotsky

Phone: (+972) 053 336 28 85

Participant:

\_\_\_\_\_  
Phone: \_\_\_\_\_.

**Confidential Information and its Use**

Confidential Information shall exclusively mean information which concerns - Car Business Data Dynamics, LTD's information with regard to rights on CBDD business data, training courses data & software of [www.chooseyourcar.pro](http://www.chooseyourcar.pro), [www.chooseyourcars.com](http://www.chooseyourcars.com), [a2a.chooseyourcar.com](http://a2a.chooseyourcar.com), and the project of [www.chooseyourcar.com](http://www.chooseyourcar.com) & [www.chooseyourcar.pro](http://www.chooseyourcar.pro)

Participant's information and/or documents with regard to rights on on CBDD business data, training courses data & software of [www.chooseyourcars.com](http://www.chooseyourcars.com), and the project of [www.chooseyourcar.com](http://www.chooseyourcar.com)

Including without limiting, Car Business Data Dynamics, LTD's Technical & Business solutions, methodologies, algorithms, formulas & business logic and/or price lists and/or any document (regardless of media of means by which it is stored) and/or information regarding the Participant and/or its software and/or data and/or systems.

(ii) Confidential information may only be internally used for the benefit of the project and software.

**3. Marking**

Recipient's obligations under this Agreement extend only to Confidential Information that is:

- (i) Marked at the time of disclosure to show its confidential nature, or
- (ii) Unmarked (for example, orally or visually disclosed) but treated as confidential at the time of disclosure, and designated as confidential in a written message sent to Recipient's.

**4. Disclosure and Protection Periods**

The Disclosure Period shall remain indefinitely.

**5. Recipient's Obligations**

Recipient will protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information, as Recipient uses to protect its own Confidential Information of a like nature. Recipient will provide reasonable prior notice to Discloser if Recipient is required to disclose the Confidential Information under operation of law.

**6. Exclusions**

This Agreement imposes no obligation upon Recipient with respect to information that (i) was in Recipient's possession before receipt from Discloser, (ii) is or becomes publicly known without breach by Recipient, (iii) is rightfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.

**7. Return of Records**

Upon request by the Discloser, or of its own volition, the Recipient shall exercise all reasonable efforts to return all records of the Discloser's Confidential Information.

**8. Warranty**

- (i) Each Discloser warrants that it has the right to make the disclosures under this Agreement.
- (ii) No other warranties are made by either party under this Agreement.
- (iii) Any Confidential Information disclosed under this Agreement is provided "as is."

**9. Miscellaneous**

- (i) Neither party acquires any intellectual property rights under this Agreement.
- (ii) This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.
- (iii) This Agreement does not create any agency or partnership relationship.
- (iv) These terms constitute the entire agreement with regard to information communicated.

hereunder in the time period specified herein. Any additions or modifications must be mutually agreed in writing.

- (v) This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
- (vi) Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
- (vii) This Agreement is governed by the laws of the State of Israel. The Courts of Tel-Aviv-Jaffa shall have sole jurisdiction in all matters pertaining to or arising from this Agreement.
- (viii) Each party undertakes hereby to fully reimburse the other, for any damage and/or expense caused by a breach of this Agreement.

**Car Business Data Dynamics, LTD**

**PARTICIPANT**

By \_\_\_\_\_

By \_\_\_\_\_

(Stamp + Authorized Signature)

(Stamp + Authorized Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)