

**DUAL NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is entered into and made effective as of this 7<sup>th</sup> day of September, 2015 by and between Samsung Electronics (UK) Ltd. ("Samsung"), whose principal offices are located at 1<sup>st</sup> floor, Holland building, Europark, Yakum 60972, ISRAEL, and SnapAid Ltd., whose principal offices are located at 12 Aric Disenchik St., Tel Aviv 6935635, Israel, ("SnapAid").

WHEREAS the Parties are currently contemplating engaging in discussions for the purpose of evaluating potential business cooperation between the parties (the "Purpose"); and WHEREAS the Parties anticipate that, in the course of such discussions, each party (which shall be referred to as the "Recipient") may be presented with and/or exposed to and/or obtained information concerning the other party (which shall be referred to as the "Disclosing Party"), concerning the Disclosing Party's business, operations, technology and products, which may include, without limitation, commercial, financial or technical information, information regarding technologies, know-how, inventions, developments, intellectual property, processes, methods, specifications, trade secrets, marketing, business plans, activities, business opportunities, names of suppliers, customers, strategic partners, sources, costs and/or any other private, confidential and/or proprietary information with regard to the Disclosing Party, its affiliates, shareholders, officers, employees, etc., all provided it is identified as confidential at the time of disclosure, or, if disclosed orally, its summary is reduced to writing by the Disclosing Party, clearly marked with the legend "CONFIDENTIAL" or any other equivalent marking and delivered to the Recipient within thirty (30) days after such disclosure (all the above, "Confidential Information").

For the purposes of this Agreement, "affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, but only for so long as such control exists, and where "control" shall mean ownership of more than 50% of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body.

NOW, THEREFORE, each party hereby declares, represents and undertakes towards the other party as follows:

1. Recipient shall maintain the Confidential Information in strict confidence at all times, and shall not disclose, expose or make available the Confidential Information, in whole or in part, to any person or entity, except: (i) as may be expressly authorized by the Disclosing Party in writing in advance, or (ii) to a minimum number of Recipient's employees and/or contractors, as necessary solely for the Purpose, and then strictly on a "need to know" basis, and provided that any such employees and/or contractors to whom the Confidential Information is intended to be disclosed, are bound by a confidentiality undertaking that requires the preservation of the confidentiality of the Confidential Information on terms no less stringent than the terms contained herein.
2. Recipient shall not use the Confidential Information other than solely for the Purpose.
3. The Recipient shall not, nor suffer or permit any third party to, analyze, decompile, disassemble, reverse engineer (or the like), any tangible product or media which constitutes, contains or in any way documents or embodies Confidential Information, and shall not remove, overprint or deface any notice of copyright, logo or other notices of ownership from any originals or copies

- of Confidential Information it obtains from the Disclosing Party.
4. The Recipient undertakes in relation to the Disclosing Party's Confidential Information:
- (a) Not to disclose the same except to such of its directors, employees and advisors and (in the case of Samsung) those of its ultimate parent company - Samsung Electronics Co., Limited - (each an "Authorised Person" and together the "Authorised Persons") who reasonably need to know the same for the Purpose and provided that:
    - (b) Such Authorized Persons are placed under obligations of confidentiality and non-use substantially similar to those set out in this Agreement; and
    - (c) The Recipient shall enforce such obligations at its expense. Without derogating from the aforesaid, Recipient shall be liable to the Disclosing Party for any failure to do so as well as for any harm directly caused to the Disclosing Party by any breach of such obligations by any of the Authorised Persons;
5. The obligations of confidentiality and non-use set forth herein shall not apply to any portion of such information, which Recipient can demonstrate:
- (a) was lawfully and rightfully known to Recipient without restrictions as to use or disclosure, prior to disclosure by the Disclosing Party; or
  - (b) was at the time of disclosure to Recipient, or subsequently became through no fault of Recipient or any of the Authorised Persons, generally available to the public; or
  - (c) was received by Recipient from a third party having the right to make such disclosure and provided that such information is so provided to Recipient without restrictions as to use or disclosure.
6. Nothing in this Agreement, or in the conveying of any Confidential Information to the Recipient, shall constitute any grant of rights, including without limitation any license, or any basis for a claim to any rights to the Recipient with respect to the Confidential Information, or to any part thereof.
7. Upon Disclosing Party's first request, Recipient shall immediately return any and all documents and other tangible materials containing Confidential Information, and destroy any internal documents or computer files that contain Confidential Information, such that no Confidential Information shall remain with Recipient.
8. This Agreement shall commence on the date first written above. The Recipient's right to use the Confidential Information shall continue in effect until one (1) year, or until the Disclosing Party provides the Recipient with a written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Recipient's obligations to protect the Confidential Information shall survive and continue for a period of four (4) years from any termination or expiration of this Agreement.
9. Recipient acknowledges that Disclosing Party makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, which is provided "as is".
10. This Agreement does not create any agency, employment or partnership relationship between the

parties, and imposes no obligation on either party to enter any business relationship whatsoever with each other.

11. The Recipient acknowledges that the Confidential Information is of a highly secret and confidential nature and that any unauthorized disclosure or use thereof may cause serious harm or damage to the Disclosing Party, and its shareholders and officers and diminish the value of their proprietary interests. Therefore, Recipient agrees that the Disclosing Party shall be entitled to seek and obtain an injunction, without bond, or an appropriate decree of specific performance or any other appropriate equitable relief.

12. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements with respect thereto. This Agreement may not be modified except by written instrument signed by a duly authorized representative of each party hereto. This Agreement, its validity, interpretation and performance shall be governed by and construed in accordance with the internal laws of the State of Israel (without reference to conflict of laws principles), and shall be subject to the exclusive jurisdiction of the competent courts of Tel Aviv, Israel. Notwithstanding, the Disclosing Party retains the right to institute proceedings, including petitions for interlocutory and/or injunctive relief, in any relevant territory.

IN WITNESS WHEREOF, the parties have duly executed this agreement on the date written hereinabove:

By: *Gong Soo Han*  
Samsung Electronics (UK) Ltd.

By: *Ishay Sivan*  
SnapAid Ltd.  
CEO  
24 Sep 2015