

NON-DISCLOSURE AGREEMENT

Made and entered into on the 08 / 16 / 2021 (the “**Effective Date**”), by and between **ATI – Advanced Thinking Ingenuity Ltd.** a company organized and existing under the laws of Israel, having its principal place of business at **4 Yehiel Drezner, Petach Tiqva 4927784, (Hereunder: “ATI”)** and a company organized and existing under Longvon Technology (Shenzhen) Co., Ltd.

the laws of P.R.China having its principal place of business at:

Room.807, Zhong'an Science and Technology Center, Block A, No.117 Huaning Road, Longhua District, Shenzhen
(Hereunder: “**Manufacturer**”) (each a “**Party**” and collectively the “**Parties**”).

NOW, THEREFORE, it is hereby agreed between the Parties as follows:

1. Purpose. For the purpose of considering and possibly entering into and conducting a business relationship between the Parties relating to:

ATI (also DBA Propel) Vibrating Bracelet project, related accessories and products

(the “**Purpose**”), during the term of this Non-Disclosure Agreement (the “**Agreement**”) **ATI** (the “**Disclosing Party**”) may disclose to **Manufacturer** (the “**Receiving Party**”) certain Proprietary Information, as defined below. As a precondition to any such disclosure, the Receiving Party agrees to keep all such Proprietary Information in confidence under the terms set out in this Agreement.

2. Definitions.

2.1 “Proprietary Information” means any means any information provided by the Disclosing Party to the Receiving Party which is (i) identified at the time of its transmittal as being the proprietary or commercially confidential information of the Disclosing Party; (ii) information which is orally or otherwise disclosed, in non-documented form, provided the information is identified as proprietary at the time of disclosure or within thirty (30) days after its disclosure, or (iii) even if not so identified, if such information is of a confidential type or was disclosed under circumstances that would lead a reasonable person to conclude that the information was intended to be confidential, including but not limited to technical information, including without limitation inventions, know-how, trade-secrets; operational information, including without limitation manufacturing and logistic methods, techniques, processes, capabilities and capacity; EMS Files, Gerber Files, BOMs, CAD Files, designs, drawings, diagrams, formulaes and analyses; business, financial and market information, including without limitation price lists, financial reports and analyses, customers lists, costs analyses, reports, protocols, minutes, business plans, policies and surveys, whether communicated in tangible or intangible form. Any analyses, compilations, comparisons, studies or other work prepared by or for the Receiving Party containing the Disclosing Party’s Proprietary Information or any intellectual property not publicly known or available, will be also regarded as Proprietary Information hereunder.

2.2 “Representative” means any director, officer, employee, contracted person, consultant or professional adviser of a Party.

3. Permissible Use. Proprietary Information may only be used by the Receiving Party for the Purpose, unless otherwise expressly permitted in writing and in advance by the Disclosing Party. Disclosure of Proprietary Information is permitted to the Recipient’s Representatives, strictly on a need-to-know basis, for performing the Purpose, provided, that, such Representatives are under a written or legal obligation to hold the Proprietary Information in confidence and on the understanding that the Recipient remains liable towards the Disclosing Party in case of breach of the confidentiality undertakings hereunder by such Representatives. The Recipient agrees not to use or disclose the Disclosing Party’s Proprietary Information to any third party, in whole or in part, for any purpose, without obtaining the Disclosing Party’s prior written approval and entering into an agreement with such third party protecting the confidentiality of the Proprietary Information in a form substantially similar to this Agreement. Without derogating from the

generality of the foregoing, the Recipient will not use the Proprietary Information: to copy, develop itself, manufacture itself or to enable the copying, development or manufacture by any third party of the Disclosing Party's products, products similar thereto, or products derived therefrom, without the prior express written consent of the Disclosing Party, or the performance of any services, including services relating to the products or equipment of the Disclosing Party.

The Receiving Party's obligations hereunder will be in addition to and not in substitution of its duties under applicable law.

4. Exclusions. Proprietary Information will not include information which, as evidenced by written records at the date of signature hereof, or thereafter: (a) is or becomes part of the public domain through no fault of the Receiving Party; (b) is lawfully received by the Receiving Party from a third party who is not in breach of a legal or contractual obligation in respect to the Proprietary Information; (c) is independently developed by the Receiving Party; (d) is approved for release by a written authorization of the Disclosing Party or (e) is known to the Receiving Party prior to the disclosure by the Disclosing Party. The burden of proof that Proprietary Information resides within one of the foregoing exceptions, will be on the Receiving Party

5. No Warranty. The Disclosing Party makes no representation, warranty, assurance or inducement, express, statutory or implied, as to the Proprietary Information's adequacy, sufficiency or freedom from defect of any kind, suitability for any particular purpose or use, or freedom from patent infringement that may result from its use.

6. Compelled Disclosure. If the Receiving Party or any of its Representatives is required by law, regulation, rule or other requirement of any government or any agency or department thereof, or by any financial, regulatory or securities authority, to disclose any Proprietary Information for any reason, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement or obligation (together with a copy of any relevant request for access, court order or other evidence giving rise to such belief) in order to enable the Disclosing Party to seek appropriate protective relief or to take steps to resist or narrow the scope of any required disclosure. The Receiving Party will cooperate with the Disclosing Party with respect to such matters, will disclose only such Proprietary Information as it has ascertained, after taking legal advice, it is legally compelled to disclose, and will ensure that all Proprietary Information so disclosed is accorded proprietary treatment consistent with the terms of this Agreement. The Receiving Party will notify the Disclosing Party in writing of the means, content and timing of such disclosure prior to such disclosure being made.

7. Standard of Care. The Receiving Party will retain the Proprietary Information of the Disclosing Party in confidence and protect it against accidental and unauthorized disclosure by exercising the same reasonable precautions as it usually takes to preserve and safeguard its own proprietary information of like importance, but at least the degree of care customarily applied in the industry and with due regard to the nature of the information disclosed.

8. Classified Information. Any Proprietary Information disclosed by **ATI** under this Agreement which is classified information from a national security perspective will be identified in writing by the Disclosing Party as classified information at the time of disclosure, and the disclosure, protection, use and handling of such information will be in accordance with security procedures prescribed by the appropriate Government.

9. Restrictions. The Receiving Party will not decompile, disassemble, decode, reproduce, redesign, reverse engineer Proprietary Information or any prototypes, products, equipment, software or other tangible objects which embody the Disclosing Party's Proprietary Information.

10. Remedies and No Waiver. Without prejudice to any other rights and remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the provisions of this Agreement by the Receiving Party or its Representatives, and accordingly, the Receiving Party agrees that the Disclosing Party may be entitled, without proof of special damages, to seek the remedies of injunction relief without posting bond, specific performance and other equitable relief. The rights and remedies of the Parties will not be diminished, waived or extinguished by the

granting of any forbearance or extension of time by the Disclosing Party to the Receiving Party or by any failure of or delay by the Disclosing Party in ascertaining or exercising any such rights or remedies.

11. Copies. The Receiving Party will make only such copies or duplicates of any Proprietary Information as are necessary for the Purpose. All copies will be maintained in confidence in the same manner as the originals from which the copies were made.

12. Destruction. Promptly upon expiry or termination of this Agreement, the Receiving Party will cease to make any further use or disclose any Proprietary Information and will destroy or return, as directed by the Disclosing Party, in accordance with the Receiving Party's internal procedures in respect of proprietary information, any Proprietary Information, including all copies, belonging to the Disclosing Party (other than as provided in clause 13 below) and upon request provide the Disclosing Party with a written statement confirming its compliance with the provisions of this Clause 12. Notwithstanding the foregoing, upon the expiry of this Agreement, the Receiving Party may preserve one copy of the Proprietary Information for legal and archive use only.

13. Computer Back-up. As part of normal business procedures, the Receiving Party may back up its computer system periodically. Notwithstanding any other provision of this Agreement, the Parties agree that the Receiving Party will not be required to return or destroy any Proprietary Information that has been backed up, and the Recipient may reproduce Proprietary Information in the process of backing up computer systems in the normal course of business.

14. Preservation of Markings. The Receiving Party will maintain and reproduce on all copies of the Proprietary Information any proprietary and confidentiality markings and other legends of the Disclosing Party contained thereon. The Receiving Party will not add any further markings to such Proprietary Information without the prior written consent of the Disclosing Party.

15. Ownership of Information. No license or right under any patent, copyright, trademark, trade-name or any other intellectual property right, is granted, whether expressly or impliedly, to the Receiving Party by its receipt of any Proprietary Information belonging to the Disclosing Party. All Proprietary Information (including tangible copies, reproductions, reductions and computerized, magnetic or electronic versions thereof), will remain at all times the property of the Disclosing Party and will be returned to the Disclosing Party or destroyed (with written confirmation to the Disclosing Party) at the Disclosing Party's first request, which may be made at any time during and for up to one (3) years after the term of this Agreement. Any portion of analyses, ideas, inventions, compilations, comparisons or other work prepared by the Receiving Party or on its behalf and containing any Proprietary Information will become the Disclosing Party's property and will be also returned to the Disclosing Party or destroyed (with confirmation to the Disclosing Party) promptly upon the Disclosing Party's request.

16. Assignment or Transfer. The Receiving Party may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party, which consent will not be unreasonably withheld.

17. Trademarks. Neither Party will use any trademark, service mark, logo or any corporate or business name of the other Party without the other Party's advanced written consent.

18. Scope of Relations. Neither this Agreement, nor the disclosure or receipt of Proprietary Information hereunder will constitute or imply any offer, promise or intention of either Party to enter into any agreement, joint venture or other business engagement. Nothing in this Agreement will oblige a Party to furnish or receive from the other Party any particular Proprietary Information.

19. Legal Notices. All legal notices must be written in English and will be sent by registered or certified mail to the Parties at the addresses listed above for the attention of the company officer in charge of legal affairs or if there is no such officer, to its chief executive officer or equivalent. Legal notices will not be effective if sent by fax. Any notice or communication in connection with this Agreement will be deemed to be given as follows: (a) if delivered in person, at the time of delivery; and (b) if sent by commercial courier service or registered or certified mail, on the date and at the time of signature of the delivery receipt.

20. Cost. Each Party will bear its own costs incurred under or in connection with this Agreement.

21. Representation. Each Party represents and warrants that it has the power to enter into this Agreement.

22. Amendment/Invalidity. Any amendment to this Agreement must be made in writing and be signed on behalf of the Parties. If any portion of this Agreement is held to be invalid, such decision will not affect the validity of the remaining portions.



23. Confidentiality of the Terms of this Agreement. The Parties agree to keep strictly confidential the existence of this Agreement and the terms thereof and will not make any disclosure in connection therewith other than as required under any applicable law. In the event that the disclosure of the terms of this Agreement will be required, the Parties will coordinate in good faith the contents and timing of the disclosure.

24. Term and Survival. This Agreement will expire automatically three (3) years from the Effective Date. Notwithstanding the expiry of this Agreement, the Receiving Party's confidentiality obligations hereunder will survive for a period of five (5) years after the expiry or termination of the Agreement. Nothing in this Agreement will permit the use of or disclosure by the Receiving Party of any Proprietary Information of any other Party or operate to limit or abridge the protection of trade secrets under applicable trade secret laws, and trade secrets will be maintained as such until they fall into the public domain. In addition, clauses 3-12, 14, 19, 23, and 26 will survive any such expiry. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Such termination or expiration of this Agreement will not affect any rights or obligations which have accrued prior thereto.

25. Delay or Failure. No failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

26. Law and Jurisdiction. This Agreement will be construed and interpreted in accordance with the substantive laws of Hong Kong. All disputes arising out of or in connection with this Agreement will be finally settled under the Rules of Arbitration of the International Chambers of Commerce by a single arbitrator appointed in accordance with said Rules. Arbitration will be conducted in Hong Kong in the English language.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement, as of the Effective Date.

ATI Propel	Manufacturer
<i>Tsachi Davidov</i>	Samson Qiu
	

Signature Certificate

Document Ref.: WMHGM-Z25FN-WIIKS-W8Q3X

Document signed by:

	<p>Tsachi Davidov E-mail: pro@propel.pro Signed via link</p> <p>IP: 141.226.28.154 Date: 16 Aug 2021 06:36:46 UTC</p>	
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	<p>Samson Qiu E-mail: samson@longvon.com Signed via link</p> <p>IP: 47.244.1.41 Date: 16 Aug 2021 06:48:45 UTC</p>	
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Document completed by all parties on:
16 Aug 2021 06:48:45 UTC

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