

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) dated as of _____, 2007 is entered into by and between, EVT Technologies Ltd. an Israeli corporation whose registered place of business is Derech Em Hamoshavot 94 Kiryat Arie, Peach Tikva Israel (hereinafter the “Company”), and _____ an Israeli corporation whose registered place of business is _____ Israel (hereinafter the “Recipient”)

WHEREAS, Company will provide Recipient with certain confidential information including software source code (the “**Software**”) with regards to which Software and information the parties intend to examine the possibility to enter into cooperation and Company agrees to disclose to Recipient such information in order that the Recipient evaluate the prospective cooperation (the “**Confidential Information**”), and

WHEREAS, Recipient is willing to receive such Confidential Information from Company; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Confidential Information. In connection with the planned cooperation For their mutual benefit the Company which intends to discuss and disclose certain information to recipient (“Confidential Information”) which may be amended from time to time by mutual agreement. Confidential Information shall be disclosed in different forms, including, without limitation, any equipment, formula, pattern, compilation, program, method, technique, process, biological material, gene and protein sequence, data, design, source code, research plan, business plan, business opportunity, customer or personnel list, or financial statement proprietary to the parties that derives independent economic value actual or potential, for not being generally known to the public and is marked in writing as confidential when delivered to Recipient. Confidential Information includes, any such Confidential Information disclosed in connection with the matters identified on Schedule 1 hereto (the “Project”) or marked as confidential during disclosure. However, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of the recipient; (ii) The recipient can demonstrate to have had rightfully in its possession prior to disclosure to the recipient by the other party; (iii) is independently developed by recipient without use, directly or indirectly, of any Confidential Information; or (iv) recipient rightfully obtains from a third party who has the right to transfer or disclose it. The Company shall designate Confidential Information as such prior to disclosure. The Company shall mark the Confidential Information as being confidential and proprietary so that the recipient is aware that its receipt is governed by the terms of this Agreement. The foregoing notwithstanding, the terms of this Agreement also pertain to Confidential Information disclosed orally, provided that such information is identified in writing as such to the Recipient within 7 days after initial disclosure.

2. Nondisclosure. Except as has been specifically authorized by The Company in writing, the recipient shall not reproduce, use, distribute, disclose or otherwise disseminate the Confidential Information. The recipient shall not remove Confidential Information from The

Company or the location(s) designated by The Company except as expressly permitted in writing by the disclosing party. Upon termination of the discussion or evaluation contemplated in Schedule 1 or upon request by the disclosing party, the recipient shall promptly deliver to The Company or destroy all Confidential Information and all embodiments thereof then in its custody, control or possession and shall deliver within 5 days after such termination or request a written statement to The Company certifying to such action.

3. Ownership. All Confidential Information shall remain the property of The Company and no license or other right to such information is granted or implied hereby. Recipient hereby acknowledges the right, title and interest of The Company in and to the Confidential Information. The Project and all Confidential Information developed in connection therewith shall be the sole and exclusive property of the disclosing party.

4. Duties of recipient. Recipient agrees that access to Confidential Information will be limited to the scope required to perform the activities of those employees or other authorized representatives of recipient who: (a) need to know such Confidential Information in connection with their work on the Project; and (b) have signed agreements with the recipient obligating them to maintain the confidentiality of information disclosed to them and designated or defined as confidential. The recipient further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information.

Nothing contained in this paragraph gives the Recipient the right to copy, reverse engineer, disclose, publish, or disseminate:

1. The Software
2. Source of Information;
3. Any financial, statistical or personnel data of the disclosing party; or
4. The business plans of the Company.

5. Equitable Relief. The recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause great or irreparable injury to The Company and that pecuniary compensation would not afford adequate relief or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Therefore, the recipient agrees that The Company will have the right to seek and obtain injunctive relief in addition to any other rights and remedies it may have.

6. Term. The recipient's duty to protect the discloser's Confidential Information pursuant to this Agreement expires three years from the date of disclosure of the Confidential Information.

7. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

8. Assignment. The recipient shall not assign this Agreement without the prior written consent of the disclosing party.

9. Modification. All additions or modifications to this Agreement must be made in writing and must be signed by both parties.

10. Law. This Agreement shall be governed by and construed in accordance with the laws of Israel applicable to contracts entered into and wholly to be performed in the State of Israel by Israeli residents.

11. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit in the United States mail, by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the following addresses:

EVT Technologies Ltd _____

Attention: _____ Attention: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

EVT Technologies Ltd _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____