

RECIPROCAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement is entered into on this 24th day of September, 2020, by and between Mr. Aaron Donadey (CEO)/ Mr. ChunSheng Hu (CEO) d/b/a **Adlis Smart / Weiyin Technology Co.,Ltd** ("Adlis/Weiyin Corp."), with offices at 104 Sderot Moriah St., Haifa, Israel / Asher 4 Kyriat Yam Israel / 2/F, Building E, Hengchangrong Industrial Park, Pinghu Street, Longgang District, Shenzhen City, Guangdong Province, China, and (Company name) a company, having his principal address at (ADDRESS) – ("receiving Party"), and together with Adlis/Weiyin, the ("parties"), to protect and safeguard the confidential and proprietary information of Adlis/Weiyin and so as not to disturb Adlis/Weiyin continuing operations and business development opportunities, in connection with Adlis/Weiyin products and/or any of its components and the Recipient's possible investment towards Adlis/Weiyin.

Adlis Smart / Weiyin Technology Co.,Ltd = Adlis/Weiyin
COMPANY = receiving Party
COMPANIES = Parties

WITNESSETH: THAT

WHEREAS, the parties are discussing, and may enter into, a possible business relationship with each other and in connection with said discussions and relationship, one party may disclose to the other party, or otherwise grant to the other party access to, certain confidential, proprietary and technical information; and

WHEREAS, the parties recognize the potential value to the receiving party, and the corresponding risk to the disclosing party, resulting from the disclosing party's disclosing and/or making available to the receiving party the aforesaid information, and therefore wish to record the strict terms and conditions on which said information shall be disclosed.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto hereby agree as follows

1. The parties agree that any Information (as hereinafter defined) provided by one party ("**Adlis Smart / Weiyin Technology Co.,Ltd** ") to the other party ("Receiving Party"), or otherwise made available by the Adlis/Weiyin to the Receiving Party, shall be subject to the terms hereof. For purposes of this Agreement: (a) "Information" shall mean and include Trade Secrets and Technical Information (as hereinafter defined) and other information which belongs to Adlis/Weiyin of a confidential and/or proprietary nature, whether written or oral, and including, but not limited to ideas, concepts, methods etc., received by the Receiving Party from Adlis/Weiyin or to which the Receiving Party gains access from Adlis/Weiyin, and which relate to the business, technology, products, marketing and/or activities of Adlis/Weiyin, including but not limited to all copies, excerpts, modifications, translations, enhancements and adaptations of all the foregoing, whether made by the Receiving Party or otherwise; (b) "Trade Secrets" shall include, but not be limited to, technical and/or business information and concepts embodied in all drawings, designs, technical manuals, plans, proposals, market evaluations, marketing strategy, business plans, marketing and sales plans, customer lists, financial information, costs, pricing information and product application data, owned or developed by Adlis/Weiyin, including the interest or the involvement of the parties hereto in any business relationship referred to in the preamble hereof; and (c) "Technical Information" shall mean all technical information, including but not limited to source code, object

code, documentation, manuals, product plans, technical know-how, technical data, performance data, product specifications and other information of a technical nature whether or not contained or incorporated in drawings, photographs, memoranda, operational documents, models, prototypes, designs, quality control and test charts, manuals and methods.

2. The Receiving Party shall retain the Information of Adlis/Weiyin in the strictest confidence and, except as provided in paragraph 3 below, shall not use or reproduce the Information or disclose it to any person, firm or corporation.

3. The Receiving Party shall: (a) use the Information of Adlis/Weiyin solely to the extent necessary for the purposes of evaluating the possible business relationship with Adlis/Weiyin; (b) restrict disclosure of such Information to those of its employees who are directly responsible for the Receiving Party fulfillment of such purpose(s); and (c) disclose such Information only to the extent it is strictly necessary for each of such employees to perform such duties for the Receiving Party. Before making any disclosure of the Information of Adlis/Weiyin to such an employee, the Receiving Party shall cause such employee to enter into an Employee Confidentiality and Nondisclosure Agreement, substantially in the form of this Confidentiality and Nondisclosure Agreement, with Adlis/Weiyin as third-party beneficiary. Notwithstanding the foregoing, the Receiving Party shall be jointly liable to Adlis/Weiyin with each of its employees and ex-employees, at all times, regardless of termination of any labor, employment or other relationship, for any breach of confidentiality or nondisclosure obligations by any such person in connection with the Information of Adlis/Weiyin.

4. The Receiving Party shall at all times take the necessary precautions to keep the Information of Adlis/Weiyin confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own proprietary information and highly confidential trade secrets. The Receiving Party hereby represents to Adlis/Weiyin that it has instituted policies and procedures which provide adequate protection for its own highly confidential information which is commensurate with protections utilized in the industry.

5. The Information disclosed by Adlis/Weiyin is and shall always remain the exclusive property of Adlis/Weiyin, and the Receiving Party hereby acknowledges the sole right, title and interest of Adlis/Weiyin in and to such Information. The Receiving Party will not at any time infringe, contest, dispute or question such right, title or interest nor aid others in doing so, directly or indirectly.

6. The disclosure to the Receiving Party of the Information of Adlis/Weiyin or its use by the Receiving Party shall not be construed in any way to grant to the Receiving Party any right or license with respect to such Information other than the right to use the same strictly in accordance with the terms of this Agreement.

7. This Agreement shall remain in full force and effect, whether or not Adlis/Weiyin shall at any time own or control the rights to the Information.

8. The Receiving Party acknowledges that the Information provided by Adlis/Weiyin is the valuable proprietary information and/or confidential trade secrets Adlis/Weiyin and that Adlis/Weiyin will sustain irreparable financial and business loss by any breach of the terms of this

Agreement and that Adlis/Weiyin, in the event of a breach of this Agreement by the Receiving Party, shall be entitled, without prejudice to all attendant remedies, to all injunctive or other court-ordered relief that may be available against a threatened or continuing breach.

9. This Agreement shall commence as of the date first hereinabove written and shall continue in full force and effect for five (5) years from the disclosure of the Information by either party. Upon Adlis/Weiyin written request, or, upon completion or termination of the contacts among the parties hereto contemplated herein, even without such request, the Receiving Party shall immediately: (a) return to Adlis/Weiyin all tangible embodiments of the Information of Adlis/Weiyin, whether provided by Adlis/Weiyin, made by or copied by the Receiving Party; (b) take all necessary steps to ensure the return by the Receiving Party present or former employees to Adlis/Weiyin of all tangible embodiments of such Information provided to or in the possession or control of such persons and obtain from each such person a concurrent written undertaking in favor of Adlis/Weiyin not to thereafter use any Information; (c) destroy all other forms of Information not returned in accordance with the foregoing and approve Adlis/Weiyin in writing of the destruction of all such Information including a detailed list of the Information so destroyed and the reasons why it was not possible to return such Information; and (d) cease all further use of any Information.

10. The obligations of the Receiving Party regarding the confidentiality of Information of Adlis/Weiyin shall not apply to any information which (a) is contained in a generally available publication bearing a date prior to the date of this Agreement; (b) is or becomes available to the public other than as a result of improper action by the Receiving Party or any third party; (c) is known by the Receiving Party prior to the disclosure thereof by the Adlis/Weiyin from a source independent of any restrictions imposed by Adlis/Weiyin, provided that immediately upon the disclosure by Adlis/Weiyin, the Receiving Party shall have brought such fact to the attention of the Adlis/Weiyin and shall have demonstrated in writing that such Information was in fact so known to the Receiving Party; or (d) shall be or has been wholly independently developed by the Receiving Party, provided that the Receiving Party shall have demonstrated in writing that such development pre-dated the disclosure thereof by Adlis/Weiyin.

11. In the event Receiving Party or any of its Representatives is required by applicable 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 Adlis/Weiyin 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 Adlis/Weiyin to seek appropriate protective relief or to take steps to resist or narrow the scope of any required disclosure. The Receiving Party will reasonably cooperate with Adlis/Weiyin 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 Adlis/Weiyin in writing of the means, content and timing of such disclosure prior to such disclosure being made.

12. As used herein, reference to Adlis/Weiyin shall be deemed as appropriate to include any and all subsidiaries, owners and other affiliates of Adlis/Weiyin.

13. Without derogating from any other provision contained herein, the Receiving Party shall not disclose any of the Information of Adlis/Weiyin to any entity which is related to the Receiving Party, or in which the Receiving Party is an interested party, and shall not make any use of the Information through or for the benefit of such entity.

14. This Agreement shall be binding upon and inure to the benefit, as applicable, of the parties hereto and their respective legal representatives, successors and assigns.

15. This Agreement is the complete and exclusive agreement of the parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between Adlis/Weiyin and the Receiving Party. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each party hereto. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Israel, and the courts of Tel-Aviv, Israel shall have exclusive jurisdiction with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

16. Each Party agrees not to directly or indirectly circumvent, avoid or bypass each other regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities introduced by either Party.

17. Document: All documents sent by Adlis/Weiyin and used by the Receiving Party will have the ADLIS / WEIYIN SMART LOGO. These documents cannot be used without the manufacturers logo, the photos, catalogs, videos or other documents will be provided by ADLIS / WEIYIN SMART and cannot be put on the web, catalogs, marketing, online media without the ADLIS / WEIYIN LOGO. Nor can the name of the Model be changed. If for any case or initiatives of Receiving Party it is used without these requirements, the agreement will be automatically canceled, and it will be sued for damages and prejudices to the Receiving Party

18. Non- Disclosure: Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, numbers, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party.

19. Language: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used.

20. Amendments: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials

And signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature

Electronic signature is valid and accepted as hand signature.

AGREEMENT TO TERMS

Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed

ADLIS / AARON DONADEY

Weiyin / ChunSheng Hu

I.D. No.: 317933653

I.D. No.:91440300MA5DNLH174

By: Aaron Donadey

By: ChunSheng Hu

Title: CEO of Adlis Smart

Title: CEO of Weiyin Technology



THE RECIPIENT

By:

Title: CEO

Signature: