

NON-DISCLOSURE AGREEMENT

Made and entered into on the ___ day of _____, 2003, by and between Strategy Runner [Israel] Ltd., an Israeli private company having its principal offices at 48a Dereh Petah-Tiqwa, Office 611 66184, Tel-Aviv, Israel. and [] of _____, (together the "Parties").

1. For the purposes generally stated in the above proposal/schedule hereto (the "Purposes"), any Party may disclose certain Confidential Information to the other party, as defined below, and as a precondition to any such disclosure, the Receiving Party hereby agrees to keep all such Confidential Information in confidence under the terms set out in this Non-Disclosure Agreement (the "Agreement").

2. Definition of Confidential Information. For the purpose of this Agreement "Confidential Information" shall mean, any technical and proprietary information, including but not limited to inventions, know-how, trade-secretes, methods, techniques, processes, designs, source code, drawings, diagrams, formulae and analysis, and any business information, including but not limited to price lists, customers lists, costs analyses, reports, surveys and market information and data, whether communicated in tangible or intangible form. Any analyses, compilations, comparisons studies or other work prepared by or for the Receiving Party containing any Confidential Information, shall be also regarded as Confidential Information hereunder.

3. Exclusions From Definition. The term "Confidential Information" shall not include any information that the Receiving Party shall show in writing that was either:

- (a) Already known to it prior to the disclosure thereto by the Disclosing Party; or
- (b) before being divulged by the Receiving Party to any third party, such information: (i) was in the public's domain through no wrongful act of any Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on disclosure and without a breach of any confidentiality obligation running directly or indirectly to the Disclosing Party; (iii) was approved for release by a written authorization by the Disclosing Party; or (iv) was independently developed by the Receiving Party without the use, directly or indirectly, of any Confidential Information.

4. Restrictions on Disclosure of Confidential Information. The Receiving Party shall neither (i) use any Confidential Information other than as necessary specifically for the Purposes, nor (ii) disclose any Confidential Information, in whole or in part, to any person other than its officers, employees, or special consultants, who bona fide need to know such Confidential Information for the said purpose, and who shall hold such Confidential Information in accordance with the terms hereof, at the Receiving Party's absolute responsibility.

5. Standard of Protection. For the purpose hereof, the Receiving Party shall use efforts commensurate with those that it employs for the protection of its own corresponding sensitive information, which shall in any event be no lesser a standard than the type of efforts that would be taken by a careful hi-tech business for the protection of its commercial and technical secrets.

6. Ownership of Information. No license or right under any patent, copyright, trademark, trade-name, mask work protection right or any other intellectual

property right, is either granted or implied to the Receiving Party by the conveying thereto of any Confidential Information by the Disclosing Party. All Confidential Information (including tangible copies, reproductions, reductions and computerized, magnetic or electronic versions thereof), shall remain at all times the property of the Disclosing Party and shall be returned to the Disclosing Party or destroyed (with written confirmation to the Disclosing Party) at the Disclosing Party's first request which may at any time be made. Any portion of analyses, compilations, comparisons or other work prepared by the Receiving Party or on its behalf and containing any Confidential Information shall become the Disclosing Party's property and shall be also returned to the Disclosing Party or destroyed (with confirmation to the Disclosing Party) promptly upon the Disclosing Party's request. Without limiting the foregoing, the Receiving Party shall not assert directly or indirectly any right, including any right of set-off or lien, with respect to Confidential Information.

7. Compliance with Legal Requirements. In the event that the Receiving Party shall be legally required (by formal questioning or, in the written opinion of its legal counsel, by applicable securities laws) to disclose any Confidential Information, the Receiving Party shall immediately notify the Disclosing Party of such request or requirement prior to disclosure so that the Disclosing Party may seek an appropriate protective order with the reasonable assistance of the Receiving Party, and/or waive compliance with the terms of this undertaking, at the Disclosing Party absolute discretion. If such order or waiver is not timely obtained, only such portion of the Confidential Information as specifically required shall be disclosed.

8. Survival. The confidentiality obligations of the Receiving Party shall survive any termination of the disclosure of Confidential Information hereunder for any reason whatsoever, and shall continue with respect to any portion of the Confidential Information for five years thereafter.

9. Scope of Relations. Neither this Agreement nor the disclosure by the Disclosing Party of Confidential Information to the Receiving Party or its receipt thereof shall constitute or imply any offer, promise or intention of either Party to enter into any agreement, joint venture or other business engagement, nor constitute any representation, warranty, assurance or guarantee by any of the Parties, with respect to the accuracy, originality, or efficiency of the Confidential Information.

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

11. Applicable Law and Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Israel (excluding its choice of law provisions). Any Party shall be entitled to enforce this undertaking upon the other Party in any jurisdiction the Party shall deem necessary or convenient, including at the competent courts of the Tel-Aviv District, and the other Party hereby irrevocably submits to any such jurisdiction and waives any objection regarding jurisdiction or forum.

IN WITNESS WHEREOF, the Parties have executed and delivered this Non-Disclosure Agreement, as of the date first written above.

Strategy Runner [Israel]

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____