**THIS UNDERTAKING** (the “**Undertaking**”) is entered into as of the day of \_09.Nov\_ 2022, by \_Shenzhen Dong Tai International Logistics Co.,Ltd\_ID/Registration number \_91440300574794882Y\_ with its address at \_3/F, building A-2, Haixiang Industrial Park, No. 3, Lijing North Rd, Shenzhen Export Processing Zone, Pingshan District, Shenzhen, P.R.China\_(the “**Recipient**”), toward and in favor of **Edushape Group Ltd**. an Israeli Company number 516434008, with its address at 9 Amal Street, Rosh Haayin 4809233 Israel (the “**Company**”). References herein to the term “Company” shall include the Company and any of its direct or indirect parent, subsidiary and affiliated companies, to the extent applicable, and their respective successors and assigns.

1. **Confidentiality**.
	1. The Recipient acknowledges that he is expected to have access to information that relates to the Company, its business, assets, financial condition, activities, plans and projections, customers, suppliers, and other third parties with whom the Company agreed or agrees, from time to time, to hold information of such party in confidence (the “**Confidential Information**”). The Confidential Information shall include, without limitation, information, whether or not marked or designated as confidential, concerning technology, products, trade secrets, processes, data, know-how, marketing, promotion, business and financial plans, policies, practices, financial information, customer lists, agreements, transactions, undertakings and data concerning employees. Confidential Information includes information in any form or media, whether documentary, written, oral, magnetic, electronically transmitted, through presentation or demonstration or computer generated. Confidential Information shall not include information that that (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient, (b) was within the Recipient’s possession prior to its being furnished to him as demonstrate by Recipient, with documented evidence, or (c) Recipient rightfully obtains from a third party who has the right to transfer or disclose it, without default of any confidentiality obligations under this Undertaking.
	2. The Recipient acknowledges and understands that his engagement by the Company and the access to Confidential Information creates a relationship of confidence and trust with respect to such Confidential Information.
	3. During the term of Recipient’s engagement with the Company and at any time after termination or expiration thereof, for any reason, the Recipient shall keep in strict confidence and trust, shall safeguard, and shall not disclose to any person or entity, nor use for the benefit of any party other than the Company, any Confidential Information, other than with the prior express consent of the Company.
	4. All right, title and interest in and to any Confidential Information are and shall remain the sole and exclusive property of the Company. Without limitation of the foregoing, the Recipient agrees and acknowledges that all memoranda, notes, records, email transmissions, charts, specifications, lists and other documents (contained on any media whatsoever) made, reproduced, compiled, received, held or used by the Recipient in connection with his engagement by the Company or that otherwise relates to any Confidential Information (the “**Confidential Materials**”) shall be the Company's sole and exclusive property and shall be deemed to be Confidential Information. All originals, copies, reproductions and summaries of the Confidential Materials shall be delivered by the Recipient to the Company upon termination or expiration of Recipient 's engagement for any reason, or at any earlier time at the request of the Company, with Recipient retaining no copies thereof.
2. **Ownership of Company Intellectual Property**

## For the purposes of this Undertaking, “**Intellectual Property**” shall include all intellectual property and intellectual property rights, whether or not patentable, including: documents, data, databases, spreadsheets, data, brands, business methods, business plans, concepts, confidential information, content, databases, developments, firmware, composition of matter or materials, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing information, materials, methods, moral rights, original works of authorship, patents, patent applications, patent rights, including any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, research data, research results, research records, service marks, software (including all programs, object code, source code, outlines, routines, subroutines, revisions, supplements, modules, documentations, flowcharts, and upgrades, in each case, in any language, format or medium), specifications, models, supplier lists, systems, techniques, frameworks, algorithms, designs strategies, processes, formula, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, and any rights analogous to or in or to any of the foregoing, and all foreign and domestic, registered and unregistered, copyrights or patents, design rights, trademark rights and all other proprietary rights of any sort throughout the world, applications for registrations therefor and any other intellectual property rights related to any of the foregoing.

## The Recipient hereby confirms and covenants that any and all Intellectual Property which may on or after the date of this Undertaking be delivered to the Company, reduced to practice, made, developed, discovered, invented, conceived, created, compiled, improved, modified or performed by the Recipient, solely or jointly with others, on or after the date of this Undertaking in the course of providing the Services or providing any advice, consultation or other services for or working in any capacity whatsoever with the Company (collectively, the “**Company IP**”), are made for and on behalf of the Company and are the sole and exclusive property of the Company; and, to the extent that he has or acquires any right, title or interest in or to any Company IP, the Recipient hereby assigns, delivers and transfers to the Company and its assignees all of his rights, title and interest, if any, in and to the Company IP, including in and to all intellectual property rights associated therewith (such as patents, copyrights, mask work rights, etc.) and all other present and future rights in relation to the Company IP.

## The Recipient hereby forever waives and agrees never to assert any and all Moral Rights the Recipient may have in or with respect to any Company IP. “**Moral Rights**” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

## The Recipient further agrees to perform all acts deemed reasonably necessary or desirable by the Company to permit and assist it, at the Company’s expense, in obtaining, maintaining, defending and enforcing the Company IP in any and all countries. Such acts may include execution of documents and assistance or cooperation in legal proceedings. The Recipient hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as the Recipient’s agents and attorneys-in-fact to act for and on the Recipient’s behalf and instead of the Recipient, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by The Recipient.

## Any and all Company IP shall be considered part of the Confidential Information.

1. **Non-competition; Non- Solicitation**

Recipient herby undertakes that during the term of his engagement with the Company and for a period of one year thereafter, he will not, directly or indirectly, engage in any employment or business activity, or hold an interest in any business, which is in competition with the business of the Company, including without limitation, in competition with any current or planned products, developments, inventions, processes and/or technologies of the Company. Recipient further warrants that during the term of his engagement with the Company and for a period of one (1) year thereafter he will not, directly or indirectly, induce any employee, consultant, or contractor of the Company, whether is engaged with the Company at that time or was engaged with the Company during the 6 months preceding such inducement, to terminate his engagement with the Company, will not, directly or indirectly, induce clients and prospective clients to purchase competing products or services, and will not disparage the Company’s business.

1. **General**.
	1. The Recipient represents that the performance of all the terms of this Undertaking does not and will not breach any intellectual property assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any other party.
	2. The Recipient acknowledges that in the event of a breach or threatened breach of this Undertaking by him, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).
	3. This Undertaking is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. The Recipient agrees that any and all disputes in connection with this Undertaking shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel Aviv Israel.
	4. The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the engagement between the Company and Recipient, for whatever reason.

**IN WITNESS WHEREOF**, the undersigned, has executed this Undertaking as of the date first mentioned above.

By:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_Deputy General Manager\_\_