

November 6th 2024

To  
Industry Canada  
3701 Carling Ave. (Building 94)  
P.O. Box 11490, Station H  
Ottawa, Ontario  
K2H 8S2


Dear Sirs,

**Re: Siklu Communication Ltd. (“Siklu”)**

Please be advised that Siklu sells its products, *inter alia*, through distribution channels and agents.

A Non-Disclosure Agreement template that is signed between Siklu and its partners is attached herein.

Sincerely yours,

Signed by:  
  
3C23AE3353094F8...

Bari Rosenwald  
SVP Business R&D  
Siklu Communication Ltd.

## NON-DISCLOSURE AGREEMENT

Entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between:

**Siklu Communication Ltd.**, an Israeli company with its principal place of business at 3 Uri Ariav St., Bldg. A, 7th floor, PO Box 112 Rosh Ha'Ayin 4810002, Israel (together with its subsidiaries worldwide, “**Ceragon**”),

And

\_\_\_\_\_, \_\_\_\_\_ company having its registered offices/principal place of business at \_\_\_\_\_ (“**Company**”).

Each party will be referred to as the “**Party**” and collectively, the “**Parties**”.

In consideration of the mutual undertakings and promises herein, the parties agree as follows:

1. Definitions:

1.1 Any Party disclosing proprietary information to the other Party shall be referred to as “**Disclosing Party**” in regard to that information.

1.2 Any Party receiving proprietary information from the other Party shall be referred to as “**Recipient**” in regard to that information. A Recipient shall include the Recipient, the company he or she represents, and all affiliates, subsidiaries, and related companies of the Recipient.

2. The Parties have entered, or are considering entering, into a business relationship which is described as follows: \_\_\_\_\_ (the “**Purpose**”).

3. To help achieve the Purpose, it is desirable that each Party disclose to the other certain Confidential Information.

3.1. As used herein, the term “Confidential Information” means any and all confidential and/or proprietary information and technology in oral, written, graphic, electromagnetic or other form, including but not limited to past, present and future business, financial and commercial information, business concepts, prices and pricing methods, marketing and customer information, financial forecasts and projections, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, computer programs, products, equipment, product road maps, prototypes, samples, designs, data sheets, schematics, configurations, specifications, techniques, drawings and any other data or information delivered by either of the Parties to the other or to which the other Party has acquired by way of inspection or observation.

3.2. Confidential Information shall be deemed to include any and all Confidential Information which has been or may be disclosed by or on behalf of the Disclosing Party, irrespective of form but which is either (i) marked “Confidential” by the Disclosing Party or otherwise identified as confidential and proprietary to the Disclosing Party, or (ii) in the case of oral disclosures, is identified at the time of disclosure as being proprietary and confidential to the Disclosing Party, or (iii) should reasonably be construed under the circumstances as being confidential.

3.3. Confidential Information shall not include information or matter that (a) was already known to the Recipient prior to its disclosure by the other Party or is independently developed by the Recipient without using the Disclosing Party’s Confidential Information, as demonstrated by reasonable and tangible evidence satisfactory to the Disclosing Party; (b) shall have become a part of the public knowledge except as a result of breach of this Agreement by the Recipient; (c) shall have been received by the Recipient from another person or entity having no obligation to the Disclosing Party or its affiliates or subsidiaries; or (d) is approved in writing by the Disclosing Party for release by the Recipient.

3.4. A disclosure by a Recipient of Confidential Information of the Disclosing Party in response to a valid order by a court or governmental body or as otherwise required by law or regulations shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other

purposes; provided, however, to the extent permitted by law, the Recipient shall provide prompt prior written notice thereof to Disclosing Party and permit such Disclosing Party a reasonable time considering the circumstances to seek measures to maintain the confidentiality of its Confidential Information.

4. Each Party agrees to treat all the Confidential Information disclosed to it as strictly confidential and shall not disclose, exploit or make use, directly or indirectly, of such Confidential Information without the express written consent of the Disclosing Party, except for the Purpose in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to a person or entity controlled by, controlling or under common control with the Recipient, provided such disclosure is for the Purpose and provided that such person or entity is bound by a like obligation of confidentiality. Each Party shall assume full responsibility for enforcing this Agreement and shall take appropriate measures with its employees, consultants, advisors and agents (collectively the “**Representatives**”) acting on its behalf to ensure that such persons accessing the Confidential Information only for carrying out the Purpose and are bound by a like covenant of secrecy, including but not limited to informing any such Representatives receiving such Confidential Information that such Confidential Information shall not be disclosed except as provided herein. The Recipient is responsible for disclosure or misuse of Confidential Information by its Representatives. The Recipient shall take all reasonable measures to protect the secrecy of and avoid unauthorized access, disclosure, and use of Confidential Information of the Disclosing Party with at least the same degree of care that the Recipient uses to protect its own Confidential Information of a similar nature, but not less than reasonable care. The Recipient will not modify, reverse engineer, decompile, create other works from, or disassemble any hardware or software contained in or containing the Confidential Information of the Disclosing Party unless permitted in writing by the Disclosing Party. The Recipient will notify the Disclosing Party in writing of any actual or suspected misuse, misappropriation, or unauthorized disclosure of Confidential Information of the Disclosing Party that comes to the Recipient’s attention.
5. The Disclosing Party’s Confidential Information is the property of the Disclosing Party. It is understood and agreed that the disclosure of the Confidential Information by the Disclosing Party shall not grant the Recipient any express, implied or other license or rights to patents, trade secrets, or other intellectual property of the Disclosing Party or its suppliers, whether or not patentable, nor shall it constitute or be deemed to create a partnership, joint venture or other undertaking. Further, each Party agrees that it shall not remove or otherwise alter any of the Disclosing Party’s trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, affixed upon or attached to Confidential Information or any part thereof.
6. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention by either Party to make any purchase or sale or otherwise enter into any other business relationship. Each Party may refuse any Confidential Information that the other Party intends to disclose under this Agreement. Neither Party is obligated to disclose any Confidential Information to the other Party.
7. Nothing in this Agreement shall limit or restrict either Party from independently designing, developing or manufacturing any product or software, nor selling, supplying, distributing or making available for sale or distribution such independently designed, developed, or manufactured product or software.
8. The Parties provide the Confidential Information hereunder “as is” without warranty of any kind. Neither Party shall be liable for the accuracy or completeness of Confidential Information.
9. Unless otherwise required by statute or government rule or regulation, all copies of the Confidential Information shall be returned to the Disclosing Party immediately upon request without retaining copies thereof or destroyed upon written consent of the Disclosing Party.
10. This Agreement shall constitute the complete and exclusive agreement between the Parties with respect to the confidentiality and non-disclosure of Confidential Information and shall supersede any and all prior or contemporaneous agreements and understandings relating thereto. No change, modification, alteration or addition of or to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both Parties by a duly authorized representative. Failure to enforce any provision of this Agreement by a Party does not constitute a waiver of any term by such Party. This Agreement may not be assigned by either Party without the prior written consent of the other Party. The undertakings herein shall be binding upon and inure to the benefit of the Parties and their respective affiliates, subsidiaries, successors or permitted assigns.

- 11. This Agreement shall be valid as of the Effective Date and shall remain in force for a period of three (3) years, unless earlier terminated on thirty (30) days' prior written notice by either Party. The Recipient's obligations concerning the confidentiality and non-disclosure of Confidential Information shall continue indefinitely after termination or expiration of this Agreement. This Agreement applies retroactively to any Confidential Information disclosed in connection with discussions and negotiations regarding the Purpose, if any, before the Effective Date.
- 12. The Parties acknowledge and agree that the unauthorized disclosure of Confidential Information may cause irreparable damage to the Disclosing Party and monetary damages are inadequate to compensate either Party for a breach or threatened breach of this Agreement. Therefore, in addition to all other remedies available in law or equity, a Disclosing Party shall be entitled to seek injunctive relief to remedy a threatened or actual unauthorized disclosure of Confidential Information.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel (without regard to its conflict of laws rules and provisions). The appropriate courts in Tel Aviv, Israel shall have exclusive jurisdiction over the Parties and subject matter. The Parties will comply with applicable trade control laws and regulations for so long as the Confidential Information remains subject to such trade control laws and regulations.

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

Siklu Communication Ltd.

\_\_\_\_\_

By: \_\_\_\_\_  
[signature]

By: \_\_\_\_\_  
[signature]

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

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

Title: \_\_\_\_\_

Title: