

## LI SECRECY, NON-COMPETITION AND PROPRIETARY INFORMATION AGREEMENT

This Secrecy, Non-Competition and Proprietary Information Agreement (the "**Agreement**") is made as of the 7th Day of June, 2017 by and between Buyer **Akinade Ayodeji Timothew**. (the "**CriTech Global Resources**") and Designs f0rest (the "**Service Provider**").



CriTech Global Resources

### 1. Secrecy

(a) The Service Provider recognizes and acknowledges that his / her access to the trade secrets and confidential or proprietary information (collectively, the "Confidential Information") of the Company and the Company's subsidiaries and other affiliates (collectively, the "Companies"), is essential to the services Service Provider is giving to the Companies (the "Services").

By way of illustration and not limitation, such Confidential Information shall include (i) any and all information concerning the business and affairs of the Companies, product specifications, data, know-how, compositions, processes, formulas, methods, designs, samples, inventions and ideas, past, current and planned development or experimental work, current and planned distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures and architectures (and related processes, algorithms, compositions, improvements, know-how, inventions, discoveries, concepts, ideas, designs, methods and information) of the Company, and any other information, however documented of the Companies; (ii) any and all information concerning the business and affairs of the Companies (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials), however documented; and (iii) all derivatives, improvements and enhancements to the Company's technology which are created or developed in relation to the Services; and (iv) information of third parties as to which the Company has an obligation of confidentiality; and (v) any and all notes, analysis, compilations, studies, summaries, and other material prepared by or for the Companies containing or based, in whole or in part, on any information included in the foregoing.

The Confidential Information shall not include information which: (i) has become publicly known and made generally available through no wrongful act of Service Provider or others who were under confidentiality obligations as to the information involved; (ii) was known to the Service Provider prior to his / her involvement with the Companies; or (iii) is required to be disclosed as a result of court order to other legal process, provided, however, that Service Provider shall limit disclosure to the required minimum, and will promptly notify the Company of the request to disclose the Confidential Information and the parts thereof that will, or have been disclosed.

(b) Service Provider further recognizes and acknowledges that such Confidential Information is a valuable and unique asset of the Company's, and that its use or disclosure (except use or disclosure as required for giving the Companies the Services) would cause the Company substantial loss and damages. Service Provider undertakes and agrees that he / she will not, in whole or in part, disclose such Confidential Information to any person or organization under any circumstances (except use or disclosure as required for giving the Companies the Services), will not make use of any such Confidential Information for Service Provider own purposes or for the benefit of any other person or organization, and will not reproduce any of the Confidential Information without the Company's prior written consent.

(c) Service Provider will not disclose or otherwise make available to the Companies in any manner any confidential information received by Service Provider from third parties.

(d) The obligations set forth in this section are perpetual, and shall survive termination of any agreement regarding Services given to the Company by the Service Provider.

(e) Service Provider further recognizes and acknowledges that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to certain limited purposes. Service Provider agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in giving the Company the Services consistent with the Company's agreement with the third party.

## 2. Return of Materials

Upon termination of any agreement regarding the Services, or at the request of the Company before such termination, Service Provider will promptly deliver to the Company all copies of all written and tangible material, in Service Provider's possession or under Service Provider's control, incorporating the Confidential Information or otherwise relating to the Company's business, without retaining any copies thereof. The obligations set forth in this subsection shall survive termination of any agreement regarding the Services between Service Provider and the Company.

## 3. Ownership of Property and Rights

(a) Exclusive Property. Service Provider confirms that all Confidential Information and Works are, will be, and shall remain the exclusive property of the Company including all intellectual property rights therein under patent, copyright, trade secrets and similar laws in all countries throughout the world. All business records, papers and documents however documented kept or made by Service Provider as part of the Services given by him / her to the Company shall be and remain the property of the Company.

For the purpose of this section, the term "Works" shall mean any and all works, projects or Inventions (as defined below) performed and/or developed by Service Provider for or used by the Companies or otherwise included in the source code or object code of the Company's products or otherwise used in the business of the Companies.

(b) Assignment & Waiver. Service Provider hereby assigns and waives to the Company, without additional consideration to Service Provider, the entire right, title and interest in the Works and to any ideas, inventions, original works of authorship, developments, improvements, modifications, enhancements, trade secrets, and in and to any documentation, software, hardware, firmware, creative works, know-how and information, conceived or reduced to practice, in whole or in part, by Service Provider during Service Provider's period giving the Company the Services, or caused to be conceived or reduced to practice, during the above period, and/or related to the Companies' business, whether or not patentable,

copyrightable or otherwise protectable, and Service Provider assigns to the Company as above stated, the entire right, title and interest in and to any proprietary rights therein or based thereon including all intellectual property rights therein under patent, copyright, trade secrets and similar laws in all countries throughout the world (collectively, the "Inventions"). This assignment applies to all Works and Inventions created before, on and after the date of this Agreement, and also includes the right to sue for and recover damages for any past, present and/or future infringement of any of the Works and/or Inventions.

For the avoidance of doubt, it is agreed and clarified that the provisions of this Section 3 shall also apply to any Inventions constituting a service invention as defined in the Israeli Patents Law, 5727-1967 (the "Service Invention" and the "Patents Law", respectively), and such shall not constitute Service Provider's property unless Company explicitly approves otherwise, in writing, within six months of receiving written notice of the Service Invention (for the avoidance of doubt, Section 132(b) of the Patents Law will not apply to the Service Invention). Service Provider hereby waives any right to royalties, payment, or any other compensation from the Company with regard to any Invention, as well as the ownership, utilization or commercial use of any Service Invention. For the avoidance of doubt, it is agreed that this Section 3(b) shall be deemed a "Contract" for the purpose of Section 134 of the Patents Law, thus preventing Service Provider from applying to the Compensation and Royalties Committee regarding the Service Inventions.

(c) Perfection of Rights. Service Provider shall provide all assistance the Company may request, and shall execute, verify and deliver such documents and perform such other acts (including appearing as a witness) the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof, as set forth above. Service Provider's obligation to assist the Company with respect to proprietary rights in any and all countries shall continue beyond the termination of any agreement between the Company and Service Provider regarding the Services, but the Company shall compensate Service Provider at a reasonable rate after termination of such agreement for the time actually spent by Service Provider at the Company's request on providing such assistance.

(d) Service Provider represents and warrants that except for the Company's rights in the Inventions and/or the Works, no other third party has any rights whether contractual, by law or otherwise from any kind whatsoever in the Inventions and/or the Works or in any intellectual property rights relating thereto. Service Provider further represents and warrants that it has not granted to any third party any licenses in and to any of the Works, Inventions or any of the intellectual property rights relating thereto.

(e) Survivability. The obligations set forth in this section are perpetual, and shall survive termination of any agreement regarding Services given to the Company by the Service Provider.

(f) **Attorney-in-fact. If the Company is unable because of the Service Provider's mental or physical incapacity or the Service Provider's refusal to cooperate with the Company after receiving the Company's request pursuant Section 3(c) above to secure the Service Provider's signature to application for any Israeli or foreign patent or copyright registration covering Inventions, Works or original works of authorship assigned to the Company as set forth above, Service Provider hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Service Provider's agent and attorney-in-fact, to act on behalf and instead to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of letter patent or copyright registration thereon with same legal force and effect as if executed by the Service Provider.**

4. No Competition.

For so long as Service Provider is giving Services to the Company and continuing for 12 months after the termination or expiration of any agreement between the Service Provider and the Company regarding such Services, Service Provider shall not, directly or indirectly:

(a) solicit, endeavor to entice away from the Companies or otherwise interfere with the relationship of the Companies with any person or organization who is, or was within the preceding one year, a customer of the Companies, or who is employed by the Companies; or

(b) own an interest in, manage, operate, join, control, or participate in or be connected with, as an officer, employee, partner, stockholder, consultant or otherwise, any project, at such time, competing with the core technology and business of the Company anywhere in the world or providing products or services substantially similar to the products or services offered by the Company.

5. Enforcement

The Company may enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for the breach of this Agreement. This Agreement shall be enforced to the fullest extent permissible under the laws of the State of Israel, without regard to its conflict of law principles. If any portion of this Agreement shall be adjudicated to be invalid or unenforceable, it shall be deemed to be amended to delete such portion. Service Provider expressly consents to the exclusive personal jurisdiction and venue of Tel-Aviv courts for any lawsuit arising from or relating to this Agreement.

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

Buyer : **Akinade Ayodeji Timothew**

Seller: **Designs\_f0rest**

Signature:

Signature:

*Designs\_forest*