

Schedule C

NON DISCLOSURE AGREEMENT

This Non Disclosure Agreement (the “NDA”) entered into on the 22nd day of September (the “**Effective Date**”), 2006 by and between Can-Fite BioPharma, Ltd., having its principal place of business at 10 Bareket St. Petach Tikva, Israel (the “**Disclosing Party**”), and Fuji Techno Interface Ltd, a company organized under the laws of the State of Japan, having its principal place of business at Kioicho Hills 1.F 3-32 Kioicho Chiyoda – ku Tokyo 102-0094, Japan (the “**Receiving Party**”).

WITNESSETH

WHEREAS, the DISCLOSING PARTY has disclosed and wishes to disclose to the RECEIVING PARTY certain information relating to the DISCLOSING PARTY’s technology (the “**Technology**”) and business issue relating thereto (the “**Confidential Information**”), all of which information the DISCLOSING PARTY deems to be confidential; and

WHEREAS, the RECEIVING PARTY has been willing and is willing to receive such information from the DISCLOSING PARTY for the purpose of assisting and advising the Company in the negotiations and ongoing relationships with SKK, regarding, among others, the subject matter of the License Agreement (the “**Project**”) and any other business matter relating to the Technology; and

WHEREAS, the RECEIVING PARTY acknowledges the sensitivity of the Confidential Information.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. This Agreement shall terminate upon the later to occur of completion of the Project or seven years from the Effective Date first stated above, whichever occurs first. Notwithstanding the aforesaid, the RECEIVING PARTY’s undertaking to maintain the Confidential Information (as defined below) in strictly confidence shall continue for a period of five (5) years after the termination of this Agreement.
2. Confidential Information shall , any and all inventions, ideas, discoveries, data, · instructions, designs, information, components, methods, tools, developments, innovations, techniques, materials, technology, protocols, procedures, results, formulae, trade secrets, know-how and other non-public and proprietary materials, products, processes or information, including research, product plans, manufacturing processes, manufacturing or operating costs, services, software, hardware, customer lists, price lists, business plans, marketing plans or financial information, that is or was disclosed or supplied by the Disclosing Party to the Receiving Party in connection with the Project. Disclosures by a Party’s Affiliate shall be deemed disclosures by that Party, and disclosures to a Party’s Affiliate shall be deemed disclosures to that Party
3. The RECEIVING PARTY shall (a) use the Confidential Information solely to the extent necessary for the purpose of the Project; (b) restrict disclosure of the confidential Information to those of its employees who are directly responsible for the fulfillment of such purpose; and (c) disclose the Confidential Information only to the extent it is strictly necessary for each such employees to perform such duties for the RECEIVING PARTY Before making any disclosure of the Confidential Information to such employee, the RECEIVING PARTY shall ensure that such employee is bound by a Confidentiality and Nondisclosure Agreement which prohibits such employee from disclosing the Confidential Information. Notwithstanding the forgoing, the RECEIVING PARTY shall be jointly liable to the DISCLOSING PARTY 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 obligation by any such person in connection with the Confidential Information.

4. Information shall not be deemed confidential, and the RECEIVING PARTY shall have no obligation with respect to any such information, which the RECEIVING PARTY can evidence, to the DISCLOSING PARTY by appropriate documentation:
- (i) Is already known to the RECEIVING PARTY; or
 - (ii) Is or becomes publicly known through no wrongful act of the RECEIVING PARTY; or
 - (iii) Is independently developed by the RECEIVING PARTY or is rightfully received by the RECEIVING PARTY from a third party without restriction and without breach of this Agreement; or
 - (iv) Is approved for release by written, authorization of the DISCLOSING PARTY.
5. The Confidential Information is and shall always remain the exclusive property of the DISCLOSING PARTY, and the RECEIVING PARTY hereby acknowledges the right, title and interest of the DISCLOSING PARTY in and to the Confidential 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. The Provision of this Section will not apply to Confidential Information previously known to The RECEIVING PARTY as provided in Section 4 above.
6. The RECEIVING PARTY shall use the same standard of care it uses to protect its own, Confidential Information to avoid disclosure to any third party of any the DISCLOSING PARTY Confidential Information for the duration of this Agreement and for a period of five (5) years from the Effective Date of the termination of this Agreement. The RECEIVING PARTY shall not disclose to other of its customers, clients, contractors, suppliers or other affiliates its relationship with the DISCLOSING PARTY nor the Project which is the substance of this Agreement.
7. All the DISCLOSING PARTY's Confidential Information and all tangible forms of such information including, but not limited to, business information, data, documents, drawings, specifications, prototypes, and software received hereunder by the RECEIVING PARTY from the DISCLOSING PARTY shall remain the property of the DISCLOSING PARTY. Upon written request by the DISCLOSING PARTY, the RECEIVING PARTY shall return to the DISCLOSING PARTY all tangible forms of the DISCLOSING PARTY Confidential Information, including any and all copies thereof, except for one copy which may be retained by an attorney for the RECEIVING PARTY for archival purposes.

8. Nothing contained in this Agreement shall be construed as (i) requiring the DISCLOSING PARTY to disclose, or the RECEIVING PARTY to accept, any particular information, or (ii) granting to the RECEIVING PARTY a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property rights now or hereafter owned, obtained, or licensable by the DISCLOSING PARTY.
9. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of State of New York, without reference to conflicts of laws principles, and only the courts sitting in that State shall have exclusive jurisdiction of the parties for the purposes of adjudicating any disputes under this Agreement. The RECEIVING PARTY acknowledges that the Confidential Information is the valuable proprietary information and/or confidential trade secrets of the DISCLOSING PARTY and that the DISCLOSING PARTY will sustain irreparable financial and business loss by any breach of the terms of this Agreement, in the event of a breach of this Agreement by the RECEIVING PARTY, the DISCLOSING PARTY shall be entitled, without prejudice to all attendant remedies, to all injunction or other court-order relief that may be available against a threatened or continuing breach. The parties further agree that service of process may be accomplished by certified mail, as follows:

If to the DISCLOSING PARTY:

10 Bareket St.
Petach Tikva
Israel

Tel: (972)-3-924-1114
Fax: (972)-3-924-9378

If to the RECEIVING PARTY

Kioicho Hills 1F 3-32
Kioicho Chiyoda -ku
Tokyo 102-0094
Japan

Tel: +81-3-5210-2231
Fax: +81-3-5210-5050

10. Neither party under this NDA shall publicly announce or disclose the existence of this NDA, or its contents, any discussions relating thereto, or the discussions of the business relationship being considered, without the prior consent of the other party or except as may be required by law, in which case the party required to make disclosure shall give the other party the maximum feasible prior notice of such disclosure.
11. This Agreement expresses the entire agreement and understanding between the parties respecting the subject matter hereof and shall not be modified except by a writing signed by authorized representatives of the parties on or after the date hereof.
12. The persons executing this Agreement for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

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

THE DISCLOSING PARTY

/s/ Pnina Fishman
Can-Fite BioPharma, Ltd
By: Pnina Fishman
Title: CEO
Date: September 22, 2006

THE RECEIVING PARTY

/s/ Osamu Fujimaki
Fuji Techno Interface Ltd
By: Osamu Fujimaki
Title: President
Date: September 28, 2006