

## NON - DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is effective as of \_\_\_\_\_, 2020, and is made by and between **Ichilov Tech Ltd.**, company number 515449007, whose principal place of business is 6 Weizmann Street, Tel Aviv 6423906, Israel (“**Ichilov**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation whose principal place of business is \_\_\_\_\_ (the “**Company**”). Ichilov and the Company shall be referred to jointly as the “**Parties**” and each of them a “**Party**”.

### Whereas

- A. **WHEREAS**, Ichilov was established for the benefit of the Tel Aviv Sourasky Medical Center (the “**Hospital**”) and The Medical Research, Infrastructure and Health Services Fund of the Tel Aviv Medical Center (the “**Fund**”), and at the request of and pursuant to an agreement with the Hospital and the Fund, Ichilov undertook, and is authorized by the Hospital and the Fund, to act as the operational body and on behalf of the Hospital and the Fund with respect to promotion, development and commercialization of the inventions, research results and intellectual property of the Hospital and the Fund and the execution of projects related thereto;
- B. Ichilov or the Fund, as applicable, is the owner of all rights in findings developed by \_\_\_\_\_ concerning \_\_\_\_\_, including as described in **Appendix A** hereto (the “**Technology**”).
- C. The parties wish to discuss and evaluate potential business opportunities and cooperation concerning the Technology (the “**Purpose**”) and in order to do so, the Recipient wishes to receive and review information concerning the know-how and Ichilov is willing to disclose confidential information to the Recipient regarding the Technology solely for the Purpose.
- D. In order to protect the said proprietary confidential information belonging to Ichilov and/or the Fund and also matters arising from the discussions between the parties, this Agreement sets forth the terms and conditions upon which such information is disclosed.

### It is hereby agreed:

- 1. In consideration for being permitted to receive, review and evaluate Confidential Information (as defined below), the Recipient undertakes to Ichilov that it will not without the prior consent of Ichilov, disclose any Confidential Information which has been disclosed to the Recipient, by or on behalf of Ichilov in the course of the discussions, to any third party without the prior written consent of Ichilov on a case by case basis.

It is clarified that the Recipient shall not be entitled to assign its rights to use the Confidential Information in accordance with this Agreement, without the explicit written consent of Ichilov.

2. “**Confidential Information**” in this Agreement shall mean information of any kind and in any form concerning the Technology emanating directly or indirectly from Ichilov and shall also include information that is developed or learned using the Technology in the course of the discussions between the parties, and includes all related technical information, procedures and data, documentation, reports, drawings, know-how, ideas, concepts, discoveries, improvements, patents, patents applications etc.
3. Information shall not constitute Confidential Information to the extent that:
  - (i) it was known to the Recipient or was developed by the Recipient independent of any disclosure by Ichilov, prior to the date of disclosure and the Recipient produced to Ichilov, within 3 days of disclosure, written evidence that such information was in the possession of the Recipient when it was disclosed; or
  - (ii) it was known to the public or generally available to the public prior to the date the information was disclosed to the Recipient by Ichilov; or
  - (iii) it becomes known to the public or generally available to the public after the date it was received by the Recipient from Ichilov, other than due to the Recipient’s negligence or fault; or
  - (iv) it is disclosed to the Recipient at any time by an external party who has proof of having good and legal right to disclose it to the Recipient.
4. The Recipient shall not disclose, at any time, to any third party, any of the Confidential Information which it has received from Ichilov. The Recipient undertakes not to exploit the Confidential Information or any part of it for any commercial, research or any other purpose but for the Purpose (defined above), unless otherwise agreed in writing by Ichilov. The Recipient shall not be entitled to reverse engineer, decompile or otherwise de-construct the Confidential Information or the Technology.
5. Any documents, written material, designs, drawings, samples, computer software or other tangible item supplied by Ichilov in the course of the discussions, shall be immediately returned to Ichilov upon written request.
6. The Recipient undertakes that all of its directors, officers or employees to whom the Confidential Information is disclosed are bound by the terms of written confidentiality obligations, and will observe and be bound by all the provisions of this Agreement.
7. This Agreement shall commence as of the Effective Date and shall remain in effect for a period of twelve (12) months unless earlier terminated by a party by provision of thirty (30) days prior written notice to the other party. The

obligations of the Recipient under this Agreement shall survive any expiration or termination of this Agreement.

8. This Agreement shall be construed under and governed in accordance with the applicable laws of the State of Israel, and any proceedings or disputes relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Tel Aviv, Israel. Nevertheless, Ichilov, and it alone, shall be entitled to take actions against the Recipient or any other party in any other appropriate forum in order to protect its rights concerning the Confidential Information.
9. This Agreement contains all the expressed provisions agreed upon by the parties with regard to the subject matter of this Agreement and the parties waive the right to rely on any alleged expressed provision not contained in this Agreement.
10. Nothing in this Agreement shall be construed as granting any license, option or right under any patent or with respect to any other intellectual property, or as representing any commitment by either party to enter into any agreement with the other. Nothing in this Agreement shall create any employment relationship, agency, partnership or joint venture relationship between the parties.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**Ichilov Tech Ltd.**

**Recipient**

By: \_\_\_\_\_

By: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Appendix A**