

DATA SHARING & RESEARCH COLLABORATION AGREEMENT

THIS DATA SHARING & RESEARCH COLLABORATION AGREEMENT (this "Agreement"), is made as of the __day of _____, 2020 (the "Effective Date"), by and between _____ Ltd., with its address at _____ (the "Company"), and Ichilov Tech Ltd., with offices at 6 Weizmann St., Tel Ichilov Tech 64239, Israel ("Ichilov Tech") (the Company and Ichilov Tech are also referred to herein individually as a "Party", and together as the "Parties").

WHEREAS, Ichilov Tech was established for the benefit of the Tel Aviv Sourasky Medical Center (the "**Hospital**") and at the request of the Hospital and the The Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center (the "**Fund**") , undertook to act as the operational body of the Hospital and the Fund with respect to promotion, development and commercialization of intellectual property and the execution of projects related thereto; and

WHEREAS, the Company has developed _____ (the "**Platform**");

WHEREAS, the Company wishes to execute _____ (the "**Project**");
and

WHEREAS, the Parties wish to collaborate in the Project, pursuant to the work plan attached hereto as Annex A (the "**Work Plan**"), which involves the provision of the research services detailed in the Work Plan (the "**Research Services**"); and

WHEREAS, the Parties wish to set forth herein their agreements and understandings relating to the aforesaid.

NOW THEREFORE, intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions

In addition to the terms defined elsewhere in this Agreement or its exhibits, the following terms shall have the meanings ascribed to them hereinafter:

"Affiliate": means, with respect to a Party, any Person, controlling, controlled by or under common control with, such party. For purposes of this definition only, "control" of another Person, organization or entity shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the activities, management or policies of such Person, organization or entity, whether through the ownership of voting securities, by contract or otherwise. Without limiting the foregoing, control shall be presumed to exist when a person, organization or entity (i) owns or directly controls 50% (fifty percent) or more of the outstanding voting stock or other ownership interest of the other organization or entity, or (ii) possesses, directly or indirectly, the power to elect or appoint 50% (fifty percent) or more of the members of the governing body of the organization or other entity.

“Ichilov Tech Related Entity”: means the Hospital and/or any legal entity established in connection with or for the benefit of the Hospital and/or Ichilov Tech.

“First Commercial Sale”: means, with respect to any Product, the first commercial sale of such Product.

“Hospital”: means the Tel Aviv Sourasky Medical Center.

“Intellectual Property” or **“IP”**: means all patents, copyrights, whether or not registered; trade names, registered and unregistered trademarks, service marks, trade dress, domain name registrations and other source indicators; computer software, including databases; trade secrets, commercial secrets, inventions (whether or not patentable and whether or not reduced to practice), know-how, methodologies, and other proprietary rights.

“Net Income”: shall mean the total income received by Ichilov Tech in connection with the commercialization of Products, including by virtue of the grant of licenses, after deduction of value added taxes and any other sales taxes applicable to such sale.

“Person”: means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, governmental authority, or agency or any other entity.

“Product”: means any product, process, method, device, kit or service that in any way comprises, contains, uses, incorporates, is based on or is derived from the Results, or any part or derivative thereof.

“Results”: means the results of the Project.

“Third Party”: means any Person other than Ichilov Tech, an Ichilov Tech Related Entity or an Affiliate of any of the above.

“USD” or **“\$”**: means United States Dollars.

For avoidance of doubt, all references to the Company in this Agreement shall include any Affiliate of the Company engaged in the commercialization of the Products or the Results.

2. Sharing of Data. Subject to receipt of the appropriate Helsinki Committee and other

approvals, to the extent required, Ichilov Tech shall share with the Company and grant the Company a license to use data regarding certain patients of the Hospital, to the extent available to Ichilov Tech (the "Data"). The Company is hereby granted a non-exclusive, non-transferable license to use the Data for the purpose indicated in the Work Plan.

The activities hereunder shall be supervised by _____ on behalf of the Company, and by Dr. _____ on behalf of Ichilov Tech.

3. Limitation of Use. The Data may be used by the Company and its contractors/consultants only as set forth in the Work Plan, and shall be used for no other purpose whatsoever (including any commercial use) without Ichilov Tech's prior written consent. All Data shall be anonymized and de-identifiable, in accordance with all regulations.

4. Compensation.

4.1 In consideration for the sharing of the Data and the performance of the Research Services, the Company shall pay Ichilov Tech the amounts set forth in the budget attached hereto as **Annex B** (the "Budget"), in accordance with the payment schedule set forth in **Annex B**. Payments shall be made against delivery of an appropriate invoice, and within thirty (30) days from the date of receipt of the invoice. All payments due to Ichilov Tech hereunder shall be made by check or wire transfer to the bank account of Ichilov Tech, the details of which are as follows:

Ichilov Tech Ltd.
Bank Hapoalim, Branch: Beit Asia 567
Swift: Poalilit
Address: 4 Weizmann St. Tel-Ichilov Tech, Israel 64239
Bank account: 570053
IBAN: IL660125670000000570053

4.2 Revenue Share. In addition to the above, in consideration for Ichilov Tech's contributions under the Work Plan, commencing from the First Commercial Sale, Ichilov Tech shall be entitled to a revenue share payment equivalent to X% (X percent) of the Company's Net Income from Products (the "Revenue Share"). Payments of the Revenue Share shall be made on a quarterly basis by no later than ten (10) days following the end of the relevant quarter.

5. Company's Warranties. Without derogating from the Company's warranties and undertakings under this Agreement, the Company warrants and undertakes: (1) that it shall not transfer and/or sell and/or lease the Data and/or any part thereof and/or let any third party, directly or indirectly, examine the Data, other than the Company's contractors/consultants retained for the purpose of performing the Project, (2) the Company shall allow access to the Data only to such personnel to whom access is

necessary for the conduct of the Project described in the Work Plan, and (3) it shall at all times use the Data in compliance with all applicable laws, rules and regulations.

6. Confidentiality.

6.1 All confidential or proprietary scientific, technical, trade or business information designated as confidential or which otherwise should reasonably be construed under the circumstances as being confidential and/or relating to the Project and the Data, disclosed by or on behalf of either Party shall be deemed confidential information of the Parties (the "**Confidential Information**").

6.2 Each Party agrees that, without the prior written consent of the other Party it shall (i) not disclose and/or transfer and/or reveal Confidential Information to any third party, except as set out herein, (ii) not use and/or copy and/or reproduce Confidential Information in any fashion except as reasonably necessary to perform and exercise its rights and obligations under this Agreement, (iii) take all necessary actions, consistent with its protection of its own confidential and proprietary information (but in no event exercise less than reasonable care) to prevent unauthorized disclosure of Confidential Information, and (iv) disclose Confidential Information to any of its personnel, employees, representatives and officers on a need-to-know basis, and to actual and potential business partners, collaborators, investors, potential purchasers, subcontractors, service providers and consultants, provided that each of the above is bound by customary obligations of confidential and non-use on terms which are at least as restrictive as those specified herein.

6.3 For avoidance of doubt, all information included in the Data that the Company receives from Ichilov Tech as a result of this Agreement is, and shall remain, proprietary and confidential information of Ichilov Tech.

7. Control of Data. The Company shall retain control over the Data and shall not transfer the Data to any Third Party without the prior written approval of Ichilov Tech. For the purposes hereof, a "Third Party" shall not include those employees, contractors and consultants of the Company who will be involved in the handling, testing and/or evaluation of the Data under Section 3, provided such employees and consultants have entered into written confidentiality agreements required under Section 6. The Data shall remain the property of Ichilov Tech, and Ichilov Tech shall be given written notice of the transfer of the Data to any facility of the Company or that of its contractors or consultants, other than the facility to which they are initially delivered. Upon termination of this Agreement, as detailed in Section 15, the Company shall discontinue its use of the Data (but not, for avoidance of doubt, the products or derivatives thereof) and shall, upon the written request of Ichilov Tech, return and/or destroy the Data, subject to retention of one copy of same for archival/regulatory purposes.

8. No Warranty. The Data is being made available only to facilitate the Project set forth in this Agreement. THE DATA IS BEING SUPPLIED "AS IS" AND "AS AVAILABLE", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND ICHILOV TECH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

9. Rights in Results and Intellectual Property. The Company shall own the Results which for clarity shall exclude intellectual property generated by Fund or Hospital personnel. Each Party remains the sole owner or exclusive licensee (as applicable) of any and all information, data, methods, processes, assays, techniques, inventions, discoveries, ideas, know-how, technology, products, materials, substances, compounds, compositions, formulations, patent applications, patents and other intellectual property rights that it generated, controlled and/or possessed prior to the Effective Date.

10. Publications. The Parties may co-author publications relating to the Project and/or the Results (each, a "**Publication**"). Each Publication will adequately acknowledge and appropriately reflect the contribution of the Parties and/or the source of the information included therein, in accordance with customary scientific practice. Each Party shall be given advance notice of any intent to publish any information relating to the Project and/or the Data, not being in the public domain, and shall be furnished with a copy of the contemplated publication at least forty-five (45) days before making any such disclosure, in order to allow the other Party to evaluate patent protection in respect thereof and implement a decision to file a patent application.

11. Publication of Parties' Names. No Party shall make use of, or mention the name of, the other Party, the Hospital, or the name of any Affiliate, inventor, investigator or other employee of the other Party or the Hospital in any manner, or for any purpose whatsoever, unless the prior written consent thereto of the other Party has been obtained, except: (a) for any Publication pursuant to Section 10 above, (b) to any competent authority for regulatory approval or for any grants and/or in the fulfillment of any legal duty owed to such competent authority (including reporting obligations), and (c) to potential business partners, collaborators and/or investors and/or within the framework of any due diligence enquiry, subject to their prior execution of appropriate written confidentiality undertakings.

12. Reporting and Records.
 - 12.1. The Company shall provide Ichilov Tech with a detailed quarterly report, commencing with the first calendar quarter in which any Net Sales are made, in a standard form reasonably acceptable to Ichilov Tech, specifying all amounts payable to Ichilov Tech under Section 4 in respect of the previous quarter to which the report refers. Such report shall include: (i) the sales made by the Company with a breakdown of Net Income according to country, identity of seller, currency of sales, dates of invoices, number and type of

Products sold; and (ii) deductions applicable, as provided in the definition of Net Income. The reports provided to Ichilov Tech shall be deemed Confidential Information of the Company.

- 12.2. The Company shall keep complete, accurate and correct books of account and records that may be necessary for the purpose of showing the amounts payable to Ichilov Tech hereunder, consistent with sound business and accounting principles and practices.
- 12.3. Ichilov Tech shall be entitled to appoint an independent auditor selected by it to inspect, during the Company's regular business hours, all equipment, records, and documents of the Company as may contain information bearing upon the amounts payable to Ichilov Tech under Section 4. Such audit shall not be performed more than once in any two (2) calendar years, shall be reasonably coordinated in advance with the Company, and Ichilov Tech shall not be entitled to audit any period more than once. The Company shall take all steps necessary so that all such books of account, records and other documentation of the Company are available for inspection as aforesaid. The out-of-pocket cost of such auditing shall be borne by the Company if the audit uncovers an underreporting of the corresponding amounts owed to Ichilov Tech by more than 5% (five percent). Otherwise, such costs and expenses shall be borne by Ichilov Tech. The Company shall remedy such discrepancy and pay (i) the shortfall within thirty (30) days of the date of discovery; and (ii) interest thereon at the rate of 2% (two percent) above the London Interbank Offered Rate (LIBOR) applicable to a 12 month USD deposit, as such rate shall be in effect on each disbursement date.

13. Indemnity and Insurance

- 13.1. General Indemnification by the Company. The Company shall indemnify and hold Ichilov Tech, Ichilov Tech Related Entities and their employees, agents and representatives (“**Beneficiaries**”) harmless from and against any and all loss, liability, claims, damages and expenses (including legal costs and reasonable attorneys’ fees) of whatever kind or nature asserted by any Third Party (“**Losses**”) arising out of and/or resulting from: (a) the use and/or Exploitation of the Data by or on behalf of the Company, its Affiliates and/or any sublicensee, and (b) the development, manufacture, sale, or use of the Products by or on behalf of the Company, its Affiliates and/or any sublicensee.
- 13.2. Procedure. To be eligible to be indemnified hereunder, the Beneficiaries shall provide the Company with prompt notice of the Third-Party claim giving rise to the indemnification obligation pursuant to this Section 13 and the exclusive ability to defend (with the reasonable cooperation of the Beneficiaries) or settle any such claim; provided, however, that the Company shall not enter into any settlement that admits fault, wrongdoing or damages without Ichilov Tech's

written consent, such consent not to be unreasonably withheld or delayed. The Beneficiaries shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the Company.

- 13.3. Insurance. Beginning upon the First Commercial Sale, the Company shall purchase and maintain, at its own expense, insurance sufficient to cover its liability pursuant to this Agreement. Such insurance shall be for reasonable amounts and on reasonable terms under the circumstances (including the stage the Company is in) from a reputable insurance company (but shall not, for the avoidance of doubt, include insurance for infringement of any intellectual property rights of a Third Party).

14. Term and Termination

- 14.1. Term. The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 14, shall continue in full force and effect for so long as the Company (or any Affiliate thereof) sells Products (the "**Term**").

- 14.2. Termination by Ichilov Tech. Ichilov Tech shall be entitled to terminate this Agreement ("**Termination for Cause**") as follows:

14.2.1. if the Company breaches any of its material obligations hereunder, and the Company's breach remains uncured for a period of 60 (sixty) days after written notice from Ichilov Tech specifying the claimed breach, save for as specifically determined otherwise hereunder. For purposes of this Agreement, the failure of the Company to furnish statements and payment to Ichilov Tech in accordance with this Agreement, provide indemnity and insurance per Section 13 above, or comply with the confidentiality obligations per Section 6 above shall be deemed to be a material breach of the Company's obligations hereunder.

14.2.2. if the Company: (i) becomes insolvent and/or (ii) files a petition or has a petition filed against it, under any laws relating to insolvency, and the related insolvency proceedings are not dismissed within 60 (sixty) days after the filing of such petition and/or (iii) enters into any voluntary arrangement for the benefit of its creditors and/or has not withdrawn such arrangement within 60 (sixty) days of receipt of written notice from the objection of Ichilov Tech thereto, and/or (iv) appoints or has appointed on its behalf a receiver, liquidator or trustee of any of the Company's property or assets and has not withdrawn such appointment within 60 (sixty) days of receipt of written notice from the objection of Ichilov Tech thereto.

14.2.3. if the Company has ceased to carry on business as an ongoing concern, as such term is defined according to acceptable accounting principles and practices, and the Company has not, within 60 (sixty) days of written notice from Ichilov Tech resumed carrying on its business as an ongoing concern.

14.3. Effect of Termination. Upon Termination for Cause of the Agreement by Ichilov Tech in accordance with the provisions of Section 14.2:

14.3.1. all rights granted to the Company hereunder shall immediately and without further action by Ichilov Tech revert to Ichilov Tech, and: (i) the Company shall not be entitled to make any further use of the Data (ii) the Company shall forthwith return to Ichilov Tech all Data, including any documentation, electronic media, instructions and all related materials furnished to the Company hereunder and shall not retain any copies for its use or for any purpose other than one copy, which shall be retained for archival purposes only.

14.3.2. The rights and obligations of each of the Parties hereto under any provision of this Agreement, which is expressly or by implication intended to survive beyond the term of this Agreement, including but not limited to those provisions relating to Confidentiality, Liability, Indemnity and Insurance, Limitation of Liability, shall remain in force notwithstanding the termination of this Agreement for any reason.

15. Limitations of Liability; Representations and Warranties; Disclaimers

15.1 NO PARTY OR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING FOR LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE OR OTHERWISE. FOR CLARITY SAKE IT IS NOTED THAT IN THE CASE OF ICHILOV TECH, THIS SECTION APPLIES TO ICHILOV TECH RELATED ENTITIES.

15.2 THE FINANCIAL LIABILITY OF ICHILOV TECH AND ICHILOV TECH RELATED ENTITIES (IF SO DETERMINED) UNDER OR ARISING OUT OF THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT OF \$500,000 (FIVE HUNDRED THOUSAND) USD.

15.1. ICHILOV TECH SHALL NOT BE LIABLE FOR ANY ACTIONS, CLAIMS OR THE LIKE BY THE COMPANY OR ANY THIRD PARTY THAT THE DATA RESULTS OR MAY RESULT IN ANY INFRINGEMENT, DEPRIVATION OR VIOLATION OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON OR ENTITY.

16. Miscellaneous

16.1 No Restriction. No provision of this Agreement shall be construed so as to restrict Ichilov Tech and/or Ichilov Tech Related Entities from acquiring an interest in or developing technology that may compete with all or any part of the Results, and Ichilov Tech and/or Ichilov Tech Related Entities, as the case may be, may freely endeavor to commercialize such competitive technologies provided that such activity does not infringe on the rights of the other Party as granted pursuant to this Agreement and subject to the Parties' obligations of confidentiality as defined in Section 3 above.

16.2 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Israel, without giving effect to its conflict of law principles. The courts located in Tel Ichilov Tech, Israel shall have exclusive jurisdiction over any action arising under or relating to this Agreement.

16.3. Independent Parties. The relationship of the Company and Ichilov Tech is that of independent contractors. Neither Party nor its employees, consultants, contractors or agents are or shall be considered as agents, employees, partners, representatives or joint ventures of the other Party or any Affiliate, nor does one Party have any authority to bind the other Party by contract or otherwise to any obligation. Each Party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

16.4 Notices. Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly served (i) upon personal delivery (effective upon delivery); (ii) upon facsimile transmission (effective with the confirmation of the sender's machine, but if not sent in a business day or after business hours, then on the following business day; (iii) upon sending of an email with proof of receipt (effective with sending but if not sent on a business day or after business hours, then in the following business day); or (iv) seven (7) business days after deposit, postage prepaid, return receipt requested, if sent by registered mail and addressed to the address of the Parties listed below or in accordance with such other address information as the Party to receive notice may provide in writing to the other Party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly served upon

receipt thereof. Failure to serve a notice is disregarded when the Party raising it cannot show it was actually prejudiced by such failure.

If to Ichilov Tech:

Ichilov Ichilov Tech Ltd.
Attention: Aviv Shoher, CEO
Email: avivsho@tlvmc.gov.il

If to the Company:

Attention: _____
Email: [--]

- 16.5 Assignment. This Agreement is personal to the Parties and therefore the Parties may not assign any of their rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Ichilov Tech shall be entitled to assign this Agreement to any association and/or organization and or company that was established in connection with or for the benefit of the Hospital. Subject to the foregoing, the terms and conditions of this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of the Parties.
- 16.6 Force Majeure. In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, earthquake, power shortage or failure, failure of the transportation system, or any other cause whatsoever beyond the reasonable control of the Party ("**Force Majeure Event**"), the Party so prevented or delayed shall be excused from the performance of any such obligation during a period that is reasonable in light of the Force Majeure Event, but no less than the duration of the Force Majeure Event itself.
- 16.7 Waivers and Amendment. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, or privilege by either Party shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other, as each such right, power, or privilege may be exercised either independently or concurrently with others and as often and in such order as each Party may deem expedient. Any term or provision of this Agreement may be amended only in writing signed by both Parties.
- 16.8 Entire Agreement. This Agreement, including its schedules, contains the entire agreement of the Parties with respect to its subject matter. No oral or prior written statements or representations not incorporated herein shall have any force or effect, nor shall any part of this Agreement be amended,

supplemented, waived or otherwise modified except in writing, signed by both Parties.

16.9 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal, or unenforceable provision were not contained herein.

16.10 Further Actions. Each Party agrees to execute, acknowledge and deliver such further documents and instruments and do any other acts, from time to time, as may be reasonably necessary, to effectuate the purposes of this Agreement.

16.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed below.

Ichilov Tech Ltd.

Date

Date

Company

Date