

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 Ichilov 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**”.

Recitals

WHEREAS, the Company and/or its affiliates possess confidential and proprietary information, including, but not limited to, know how, trade secrets, technical data, research and development, market data, customer data, business and financial information relating to _____. The information in the possession of the Company is referred to below as “**Company Information**”; and

WHEREAS, Ichilov possesses certain confidential and proprietary information including, but not limited to know-how, methods, processes, Protocols, IND package, preliminary and outcomes data, SOPs, materials, technical data, research and development, market data, customer data, business and financial information relating to _____. The information in the possession of Ichilov is referred to below as “**Ichilov's Information**”;

WHEREAS, each of the Company and Ichilov are willing to make certain of the Company Information and Ichilov's Information, respectively, available to the other Party in order to enable both Parties to explore and assess the possibility and viability of entering into a potential collaboration (the “**Purpose**”).

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In this Agreement:
 - 1.1. The transferor of confidential information is referred to as “**the Disclosing Party**” and the recipient thereof is referred to as “**the Receiving Party**”; and
 - 1.2. Company Information and Ichilov's Information, as well as the existence and the terms of this Agreement, are collectively referred to as “**the Information**”.
2. The Company agrees to make Company Information available to Ichilov and Ichilov agrees to make Ichilov's Information available to the Company, subject to and in accordance with the terms set out in this Agreement.
3. Each of the Parties undertakes to treat and maintain, and to procure that its respective employees, officers, agents and consultants shall treat and maintain the Information disclosed to it by the Disclosing Party under this Agreement, including, without limitation, any aspect thereof which may have been disclosed to the Receiving Party prior to the signature hereof, in strict confidence and secrecy and not modify, copy or adapt the Information or disclose it to any person, body, firm or corporation.

4. Without restricting the generality of the foregoing, the Receiving Party shall (a) restrict disclosure of the Information disclosed to it by the Disclosing Party under this Agreement to those employees (including employees of wholly owned subsidiaries of the Receiving Party) who are directly responsible for the Receiving Party's fulfillment of the Purpose hereinabove specified and who are bound, whether as a condition of their employment or otherwise, by a written non-disclosure agreement of at least equal scope to this Agreement and which extends to the Information; and (b) disclose the Information only to the extent it is strictly necessary for each of such employees to perform such duties for the Receiving Party. Notwithstanding the foregoing, the Receiving Party shall be jointly liable to the Disclosing Party with each of the Receiving Party's employees and former employees, at all times, regardless of termination of any labor, employment, or other relationship, for any breach of confidentiality or non-disclosure obligations by any such person in connection with the Information.
5. The Receiving Party shall not use the Information for any purpose whatsoever other than the Purpose, and in particular, but without derogating from the generality of the foregoing, the Receiving Party shall not exploit the Information or any part thereof commercially or otherwise without obtaining the prior written consent of the Disclosing Party.
6. The Receiving Party shall at all times take the necessary precautions to keep the Information confidential, and such precautions shall in no event be less than those the Receiving Party utilizes to protect its own proprietary information and trade secrets and no less than a reasonable standard of care. The Receiving Party hereby represents to the Disclosing Party that policies and procedures have been instituted which provide adequate protection for the Receiving Party's own confidential information and that will also apply with respect to protecting any Information disclosed by the Disclosing Party hereunder.
7. The Company Information is and shall always remain the exclusive property of the Company, and Ichilov's Information is and shall always remain the exclusive property of Ichilov, and the Receiving Party hereby acknowledges the right, title and interest of the Disclosing Party in and to the Information disclosed to it by the Disclosing Party. 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.
8. The disclosure to the Receiving Party of the Information or its use by the Receiving Party shall not be construed in any way to grant to the Receiving Party any right or license with respect to the Information other than the right to use the same strictly in accordance with the terms of this Agreement.
9. This Agreement shall remain in full force and effect, whether or not the Disclosing Party shall at any time own or control the rights to the Information.
10. The Receiving Party acknowledges that the 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 and that the Disclosing Party, in the event of a breach of this Agreement by the Receiving Party, shall be entitled, without prejudice to all attendant remedies, to all injunctive or other court-ordered relief that may be available against a threatened or continuing breach. Such remedies shall be cumulative and non-exclusive and shall be in addition to any other legal or equitable remedy to which the Disclosing Party may be entitled.

11. This Agreement shall commence as of the date hereinabove written and shall continue in full force and effect for a period of seven (7) years. Upon completion of the Purpose or the Disclosing Party's first written request, the Receiving Party shall: (a) promptly return to the Disclosing Party or destroy (and document destruction thereof) all tangible embodiments of the Information, whether provided by the Disclosing party or made by the Receiving Party (with the exception of one copy, which can be maintained for internal record-keeping requirements); (b) take all necessary steps to ensure the prompt return by the Receiving Party's present or former employees to the Disclosing Party of all tangible embodiments of the Information provided to or in the possession or control of such persons; (c) immediately cease all further use of the Information.
12. The obligations of the Receiving Party regarding the confidentiality of the Information shall not apply to any information which, as shown through written proof, (a) is contained in a generally available publication bearing a date prior to the date of this Agreement; (b) is or becomes available to the public other than as a result of improper action by the Receiving Party; (c) is known by the Receiving Party from a source independent of any restrictions imposed by the Disclosing Party or becomes rightfully known to the Receiving Party from such source and written documentation thereof is provided to the Disclosing Party upon request; or (d) shall be or has been wholly independently developed by Receiving Party. In the event that any Information is required to be disclosed under applicable law or by a valid order of a competent court or other competent governmental body, such disclosure shall not constitute a breach by the Receiving Party of this Agreement, provided that (i) the Receiving Party gives the Disclosing Party prompt prior notice thereof in order to allow the Disclosing Party to obtain/seek relief against such act; (ii) disclosure of the Information as aforesaid shall be limited only to such information as required for compliance with the legal requirement; (iii) the Receiving Party shall continue to maintain the confidentiality of this Information with respect to all other third parties; and (iv) the Receiving Party shall exercise reasonable effort to obtain reliable assurance that Information will be treated in a confidential manner.
13. Information shall not be deemed to be within the exceptions of Section 12, hereinabove, merely because: (a) it is specific and embraced by more general information in the public domain or Receiving Party's possession, or; (b) a combination can be pieced together to reconstruct the Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.
14. Receiving Party shall (a) promptly notify the Disclosing Party in writing of the details and circumstances of any unauthorized disclosure, misuse or misappropriation of Information which may come to its attention; (b) take all reasonable steps to rectify or cure such misuse or misappropriation and/or retrieve such disclosed Information, to the extent within its control; and (c) provide reasonable assistance to and cooperate with the Disclosing Party to cure the same and to prevent further misuse or disclosure of Information.
15. The Information is provided "as is", and this Agreement does not grant any warranty, guarantee or representation with respect to any of the Information or its merchantability or fitness for a particular purpose or function, either express or implied. Disclosing Party shall not be liable in damages of whatever kind as a result of the Receiving Party's reliance on or use of the Information provided hereunder.
16. It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall operate as a waiver

thereof or preclude any other right, power or privilege hereunder. This Agreement shall be binding upon the Parties and their successors.

17. If one or more of the terms or provisions of this Agreement is determined by a competent court of law to be invalid or unenforceable, the remainder of the terms and provisions shall remain in full force and shall in no way be affected or invalidated.
18. The execution and performance of this Agreement does not obligate the Parties to enter into any other agreement or to perform any obligations other than as specified herein.
19. This Agreement is the complete and exclusive agreement of the Parties with respect to the subject matter hereof, supersedes all prior written or oral understandings relating thereto, and shall survive the expiration or termination of any other agreement between the Parties. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each Party hereto. The laws of the State of Israel exclusively shall govern the interpretation of this Agreement and the enforcement of its terms, and the Parties hereby submit to the exclusive jurisdiction of the courts in Tel-Aviv-Jaffa, Israel with respect to any matter or dispute arising out of or relating to this Agreement.
20. This Agreement may be executed in counterparts (including via facsimile transmission or by electronic mail), each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

In witness whereof, the Parties hereto have caused this Agreement to be duly executed as of the date(s) set forth below.

ICHILOV TECH LTD.

By: _____

Title: _____

Signature: _____

Date: _____

[NAME OF THE COMPANY]

By: _____

Title: _____

Signature: _____

Date: _____