

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement"), made by and between \_\_\_\_\_, with offices at \_\_\_\_\_, Israel (the "Company"), and The Medical Research, Infrastructure, and Health Services Fund of the Tel Aviv Medical Center, with offices at 6 Weizmann St., Tel Aviv 64239, Israel (the "Fund"), is being made effective as of \_\_\_\_\_, \_\_\_\_\_, 2020 (the "Effective Date"). The Company and the Fund are also referred to herein individually as a "Party", and together as the "Parties".

1. **Scope of Services.** The Company wishes the Fund, through the services of Prof. \_\_\_\_\_, to perform the services detailed in **Appendix A** to this Agreement (the "Services") and the Fund wishes to perform the Services all subject to the terms of this Agreement.

2. **Consideration.**

2.1 In consideration for the performance of the Services, the Company shall pay the Fund the consideration detailed in **Appendix B** to this Agreement.

Payments shall be made to:

ELECTRONIC PAYMENTS TO INSTITUTION:	
BANK NAME:	Hapoalim, Branch: Beit Asia
BANK ADDRESS:	4 Weizmann street, Tel Aviv 64239 Israel
ACCOUNT IN THE NAME OF:	The Medical Research, Infrastructure and Health Services Fund of the Tel Aviv Medical Center
ACCOUNT No:	70050
SWIFT:	POALILIT
IBAN:	IL75-0125-6700-0000-0070-050

2.2 In addition, in consideration for Fund's willingness to provide the Services in accordance with the terms and conditions hereof, in the event that as a result of the Services Company shall wish to pursue any clinical trials, Fund shall have a right of first refusal to perform such trials (at the Tel Aviv Sourasky Medical Center), on commercial terms to be agreed in good faith by the Parties in separate written agreement(s) on a case by case basis.

3. **Duration and Termination.** The term of this Agreement shall commence as of the Effective Date and, subject to earlier termination in accordance with the provisions of this Section, shall continue until the Parties shall have fulfilled their respective obligations under this Agreement. Notwithstanding the foregoing, this Agreement may be terminated at any time by either Party upon 30 days prior written notice to the other Party. Each Party reserves the right to terminate this Agreement at any time subject to provision of 30 days prior written notice to the other Party. Fund may immediately terminate this Agreement in the event an authority operating under any law has voided its approval of the performance of the Services. In addition, this Agreement may be terminated by either Party upon 15 days prior written notice if the other Party commits a breach of this Agreement which such breach is not cured within such 15 day period. In the event of early termination of this Agreement for any reason, the Fund shall be entitled to payment for the Services actually performed and which remain to be performed by the Fund at the date of termination.

Sections 2, 4, 5, 6, 7 and 11 of this Agreement shall survive the expiration or termination of this Agreement.

4. **Confidentiality.** Each Party agrees to use any confidential information of the other, including, without derogating from the generality of the aforesaid, any materials, techniques, business plans, or other financial, technical or business information of the other Party solely for the purpose of this Agreement. Each Party agrees to treat all information received from the other in strict confidence, and to divulge it only to those employees and students who require access to it in the performance of this Agreement, provided they have accepted the same obligations of confidentiality and non-use. Obligations under this clause shall not apply to information that: (a) was known to the receiving Party prior to the date it was received; (b) was known to the public or generally available to the public prior to the date it was received; or (c) became known to the public or generally available to the public subsequent to the date it was received without the receiving Party being responsible therefor; (d) was independently developed or already known by the receiving Party, without reference to the information provided to the receiving Party.

5. **Intellectual Property.**

5.1. Each Party retains all right, title and interest in any patent, patent application, trade secret, know-how and other intellectual property that was owned by such Party prior to the Effective Date of this Agreement, and no license grant or assignment, express or implied, by estoppel or otherwise, is intended by, or shall be inferred from this Agreement.

5.2 Subject to Company's compliance with Section 2, all rights and title to and/or interests in the results derived from the Services that are based on confidential information provided to the Fund by the Company, are and shall be owned by and are and will be the exclusive property of the Company, which for clarity, shall exclude intellectual property and/or methodologies.

5.3 Notwithstanding the above, all rights, title and interest in all inventions, discoveries, methods, new uses, processes or compounds, whether or not capable of registration, and any patent applications or patents based thereon, discovered or developed by the Fund's employees, advisors, contractors or directors during the course of the provision of the Services and as a result thereof shall be solely owned by the Fund ("Fund Inventions"). Fund (or a designated affiliate of Fund such as Ichilov Tech Ltd., if so instructed thereby, and in such case, references to Fund in this Section regarding such License Agreement shall be deemed references

to such designated affiliate) shall notify the Company in writing of the Fund Inventions directly related to the subject matter of the Services, and the Company shall have a right of first review for a period of 30 days from the date it received such notification to evaluate whether it wishes to license any of the disclosed Fund Inventions. Should the Company give Fund notice within the aforesaid 30-day period, it shall be entitled to an additional 90 days from the date such notice is received by Fund to negotiate commercial terms and execute a license agreement (the "Negotiation Period"). In the event (a) the Company shall notify Fund that it does not wish to license any of the disclosed Fund Inventions; or (b) the Company does not reply within the aforesaid 30-day period; or (c) the parties fail to execute a license agreement within the Negotiation Period, then Fund shall be entitled to license such Fund Inventions to any other third party without any obligation to the Company.

6. **Limitation of Liability** . THE FUND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES. UNDER NO CIRCUMSTANCE SHALL THE FUND BE LIABLE TO THE COMPANY FOR ANY AMOUNT IN EXCESS OF THE TOTAL PRICES PAID FOR THE SERVICES HEREUNDER. THE FUND SHALL HAVE NO LIABILITY WHATSOEVER TO THE COMPANY FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, COSTS OR EXPENSES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR GOOD WILL), ANY RIGHT TO WHICH THE COMPANY HEREBY WAIVES.

7. **Use of Names**. The Company shall not use the names of the Fund and/or the Tel Aviv Sourasky Medical Center and/or their employees in any publication without the Fund's prior written consent.

8. **General**. This Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may be modified only by a subsequent written agreement signed by the Parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue unaffected.

9. **Agency**. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.

10. **Assignment**. Neither Party shall assign this Agreement without the prior written consent of the other Party.

11. **Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel and the competent courts in Tel Aviv, Israel, shall have exclusive jurisdiction over any action arising under or relating to this Agreement.

12. **Notices**. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit if sent by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the addresses set forth above.

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

Company

Fund

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Appendix A  
Services**

[To add a description of the Services]

**Appendix B  
Consideration**

In consideration for the Services, Company shall pay the sum of NIS \_\_\_\_\_, plus an institutional overhead charge of 30%.