

NON-DISCLOSURE AGREEMENT

Rehovot, Israel _____, 20__ ("Effective Date")

Between

of _____

("Recipient")

And

YEDA RESEARCH AND DEVELOPMENT CO. LTD.,

of P.O. Box 95, Rehovot 76100, Israel

("Yeda")

WHEREAS Recipient is interested in obtaining information from Yeda relating to [***name of technology***] (Yeda's Ref:____), including information with respect to [Enter connected patent title/s and numbers (Yeda's Ref.: _____)]; and [Enter connected patent title/s and numbers] (Yeda's Ref.: _____) and data or information relating thereto (collectively, "**Technology**"), for the sole purpose of studying the Technology internally in order to evaluate a possible business transaction with Yeda ("**the Purpose**").

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

1. CONFIDENTIAL INFORMATION

1.1 "**Confidential Information**" shall mean any information disclosed to Recipient under this Non-Disclosure Agreement ("**this Agreement**") (including, *inter alia*, any invention, discovery, process, software, database, know-how, data, results, models, formulas, methods, analysis, ideas, advice, recommendations, R&D plans, business plans, marketing plans, diagrams, drawings, specifications, designs, technical material, techniques, substances, tangible materials, compositions, instruments, devices, products, contacts, or any other physical matter in any way containing, representing or embodying any of the aforesaid), whether in writing, orally, visually, or observed while on the premises of the Weizmann Institute of Science ("**WIS**"). Information shall be regarded as Confidential Information whether it is marked, or identified, as confidential, or not, and whether it is disclosed directly by Yeda, or on behalf of Yeda (including, by any of the WIS' scientists, employees or students).

1.2 Confidential Information shall not include any information or portion thereof which the Recipient can prove that:

- (a) was known to Recipient prior to its disclosure by Yeda, as evidenced by written records; or
- (b) was lawfully disclosed to Recipient by a third party without breach of confidentiality obligations; or
- (c) was part of the public domain prior to its disclosure under this Agreement, or has become part of the public domain, thereafter, under circumstances involving no breach of this Agreement ; or
- (d) was independently developed by, or for Recipient, without any use or reference to the Confidential Information (or any part thereof), by persons who have no access to the Confidential Information, as evidenced by written records.

2. NON-DISCLOSURE AND NON-USE

- 2.1 Confidential Information, including any aspect thereof that may have been disclosed prior to the Effective Date hereof, may be used only for the Purpose and shall not be disclosed to any third party, other than to employees, consultants, or Affiliated Entities of Recipient, pursuant to section 3.1 below.
- 2.2 Recipient shall hold all Confidential Information in confidence and shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential information of like importance, but not less than a reasonable degree of care.

3. PERMITTED DISCLOSURE

- 3.1 Recipient shall provide access to Confidential Information only to its employees and/or consultants who need to have access thereto for carrying-out the Purpose, and who are bound by confidentiality and no-use undertakings, not less stringent than those set forth herein. Recipient shall be liable for any violation of this Agreement by its employees or consultants.

Recipient shall be permitted to disclose Confidential Information to Affiliated Entities provided that they abide by the same obligations of confidentiality and non-use specified in this Agreement. Recipient and its Affiliated Entities shall be jointly and severally liable to Yeda for any violation of this Agreement by the Affiliated Entities].

In this context: (i), the term “**Affiliated Entities**” shall mean any entity listed in **Appendix A** hereto, which is controlled by, or controls, Recipient (whether directly or indirectly); (ii) the term “**control**” shall mean: the holding, directly or indirectly, of more than 50% (fifty percent) of the issued share capital or the voting power of the relevant entity or the holding, directly or indirectly, of a right to appoint more than 50% (fifty percent) of the directors of such entity;

- 3.2 If any of the Confidential Information is required to be disclosed by virtue of law, regulations, or an order of a competent court or an authorized authority, Recipient shall give Yeda (to the extent legally possible) a prompt, written notice in order to allow Yeda to take whatever action it deems necessary to protect its Confidential Information; In addition, in such event, Recipient shall limit the disclosure to the extent legally required, and shall exercise all efforts required to obtain confidential treatment for such information.

4. TERM AND TERMINATION

- 4.1 This Agreement shall remain in force for a period of 1 (one) year from the Effective Date, unless terminated earlier by either Party, for any reason, upon 14 (fourteen) days' written notice.
- 4.2 Upon termination, Recipient will cease all use of, and shall return, at its own cost (or, upon Yeda's written request, destroy), all Confidential Information and all copies, summaries, or other tangible forms embodiments thereof (whether in written, graphic, or machine-readable form).
- 4.3 Recipient's confidentiality obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of 5 (five) years from such expiration or termination date.

5. FURTHER ASSURANCE

- 5.1 The Confidential Information disclosed under this Agreement, is provided "AS-IS". No warranty of any kind, express or implied, is provided with respect thereto, including any warranty of accuracy, completeness, suitability, or non-infringement. Yeda, WIS or any of their officers, directors, employees or students shall have no liability whatsoever with respect to the use of, or reliance upon, the Confidential Information.
- 5.2 Disclosure of Confidential Information under this Agreement is not intended as, and shall not be deemed to be, a waiver or renouncement by Yeda of its rights under any applicable privilege including, but not limited to, attorney-client privilege.
- 5.2 This Agreement does not create any agency, employment, partnership or other business relationship between the parties, and imposes no obligation on either party to enter into any business relationship whatsoever with the other party.

6. NO IMPLIED LICENSE

- 6.1 The Technology and the Confidential Information and all rights, title and interest therein will remain at all times (as of between the parties hereto) the exclusive property of Yeda and nothing contained in this Agreement shall be construed, either expressly or implicitly, as granting Recipient any express or implied license or any other right in or to the Confidential Information or the Technology, or to any other proprietary information or intellectual property of Yeda.
- 6.2 Recipient agrees and undertakes that all discoveries, inventions, improvements, or know how or any new intellectual property of any kind (whether patentable or not) that shall be generated by it, or on its behalf, pursuant to this Agreement, as a result of using the Confidential Information ("**Created IP**"), shall be the sole and exclusive property of Yeda and shall be deemed part of the Confidential Information. Recipient hereby irrevocably transfers and assigns to Yeda all worldwide proprietary rights to such Created IP, including any patents, patents applications, copyrights, trade secrets and any other property rights in any such Created IP.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Israel, excluding its choice of law provisions, and any dispute, arising out of, or in connection with, this Agreement is hereby submitted to the sole and exclusive jurisdiction of the competent courts in Tel Aviv, except that Yeda may bring suit against Recipient in any other jurisdiction outside Israel where the Recipient has assets or place of business, or where a breach, or a threatened or anticipated breach, of Recipient's obligations or undertakings occurred, or is about to occur.

8. REMEDIES

Recipient acknowledges that Yeda may be irreparably harmed if Recipient's obligations and undertakings herein are not specifically enforced. Therefore, and without limitation or derogation from any other remedy available to Yeda, in event of actual, or threatened or anticipated, violation by Recipient of such obligations and undertakings, Recipient agrees that Yeda shall be entitled to seek and obtain an injunction, or an appropriate decree of specific performance or any other appropriate relief.

9. NOTICES

Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been served: (i) if personally delivered, when actually delivered; (ii) if sent by facsimile, on the next business day, after the date indicated on the confirmation of proper transmission; or (iii) 10 (ten) days after being mailed by certified or registered mail, postage prepaid, to the respective addresses of the parties set out above.

10. MISCELLANEOUS

10.1. This Agreement:

- (i) contains the entire agreement of the parties relating to its subject matter hereof and supersedes all prior or contemporaneous oral or written agreements.
- (ii) may not be assigned by Recipient without Yeda's prior written consent.
- (iii) may be signed in counterparts and by facsimile, each counterpart, when executed and delivered by facsimile transmission or by mail (or email) delivery, will be considered an original and all of which will constitute one and the same Agreement.
- (iv) may be amended only by a mutual agreement in writing signed by both parties hereto.

10.2 If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, such provision will be enforced, or modified, to affect the intent of the parties to the maximum extent permissible, and the remainder of this Agreement will continue in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

[insert Company's name] --.

**YEDA RESEARCH AND DEVELOPMENT
CO. LTD.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

List of Affiliated Entities

1. _____
2. _____
3. _____ *[Recipient to Provide]*

Draft