***Proprietary Information, Confidentiality and Non-Competition Agreement***

This Proprietary Information, Confidentiality and Non-Competition Agreement (this "**Agreement**") is dated [\_\_\_\_\_\_\_\_\_\_] [\_\_], 2018 (the "**Effective Date**") and is made by and between [*Company Name*] Ltd. [(a company in formation)/a company established under the laws of Israel] (the "**Company**") and [\_\_\_\_\_\_\_\_\_\_\_], ID# [\_\_\_\_\_\_\_\_\_\_\_] ("**Consultant**").

1. **General**

 This Agreement is entered into pursuant to an arrangement by which Consultant is providing certain services for the Company for consideration, all in accordance with the arrangement as agreed upon by the parties, as of [\_\_\_\_\_\_\_], 2018.

2. **Confidentiality; Proprietary Information**

 2.1 "**Proprietary Information**" means confidential and proprietary information concerning the Company’s business and financial activities including but not limited to any activities contracted by the Company on behalf of others, including patents, patent applications, trademarks, copyrights and other intellectual property, and information relating to the same, technologies and products (actual or planned), know how, inventions, research and development activities, trade secrets and industrial secrets, and also confidential commercial information such as investments, investors, employees, customers, suppliers, marketing plans, etc., all the above - whether documentary, written, oral or computer generated. Proprietary Information shall also include information of the same nature which the Company may obtain or receive from third parties. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Company and irrespective of form but excluding information that (i) was known to the Consultant prior to the Consultant’s association with the Company and can be so proven; (ii) is or shall become part of the public knowledge except as a result of the breach of this Agreement or the terms of the Company's engagement with Consultant by the Consultant; or (iii) reflects information and data generally known in the industries or trades in which the Company operates.

 2.2. The Consultant recognizes that the Company received and will receive confidential or proprietary information from third parties, subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. In connection with such duties, such information shall be deemed Proprietary Information hereunder, *mutatis mutandis*.

 2.3. The Consultant agrees that all Proprietary Information, and patents, trademarks, copyrights and other intellectual property and ownership rights in connection therewith shall be the sole property of the Company and its assigns. At all times, both during the Consultant’s association with the Company and thereafter, the Consultant will keep in confidence and trust all Proprietary Information. Consultant further agrees and covenants to accept and use Proprietary Information solely for the provision of services hereunder and will not disclose, publish, or disseminate Proprietary Information to a third party, other than to a third party for the purpose of performing the services hereunder, and only provided that such third party is equally bound by a written confidentiality obligation which is at least as restrictive as the terms herein.

 2.4. The Consultant’s undertakings set forth in this Section 2 shall remain in full force and effect after termination of the Consultant's engagement with the Company and/or this Agreement, or any renewal thereof.

3. **Disclosure and Assignment of Inventions**

 3.1. "**Inventions**" means any and all inventions, improvements, designs, concepts, techniques, methods, systems, processes, know how, computer software programs, databases, mask works and trade secrets, whether or not patentable, copyrightable or protectible as trade secrets; "**Company Inventions**" means any Inventions that are made or conceived or first reduced to practice or created by the Consultant, whether alone or jointly with others, during the period of the Consultant's association with the Company, and which: (i) are developed using equipment, supplies, facilities or Proprietary Information of the Company or its assigns, (ii) result from work performed by the Consultant in connection with the Company, or (iii) related to specific fields of research and development undertaken by the Company in which the Consultant shall be involved.

 3.2. The Consultant undertakes and covenants that it will promptly disclose in confidence to the Company all Inventions deemed as the Company Inventions.

 3.3. The Consultant hereby irrevocably transfers and assigns to the Company and its assigns all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention, and any and all moral rights that the Consultant may have in or with respect to any Company Invention. The Consultant agrees to assist the Company, at the Company’s expense, in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, and other legal protections for the Company Inventions in any and all countries. The Consultant will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of the Consultant’s association with the Company. The Consultant hereby irrevocably designates and appoints the Company and its authorized officers and agents as the Consultant’s agent and attorney in fact, coupled with an interest to act for and on the Consultant’s behalf and in the Consultant’s stead to execute and file any document needed to apply for or prosecute any patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Proprietary Information (including the Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Proprietary Information (including the Company Inventions), with the same legal force and effect as if executed by the Consultant.

4. **Competitive Activities**

During the term of the Consultant's engagement with the Company (the "**Term**") and for a period of twelve (12) months from the date of the Term for any reason (the "**Termination Date**"), the Consultant will not directly or indirectly:

4.1. carry on or hold an interest in any company, venture, entity or other business (other than a minority interest in a publicly traded company) which directly competes with the products or services of the Company, (a "**Competing Business**") (including, without limitation, as a shareholder);

4.2 act as a consultant or employee or officer or in any managerial capacity in a Competing Business or supply in direct competition with the Company restricted services to any person who was provided with services by the Company any time during the twelve (12) months immediately prior to the end of the Term;

4.3. solicit, canvass or approach or endeavor to solicit, canvass or approach any person who was provided with services by the Company at any time during the twelve (12) months immediately prior to end of the Term, for the purpose of offering services or products which directly compete with the services or products supplied by the Company at end of the Term; or

4.4. employ, solicit or entice away or endeavor to solicit or entice away from the Company any person employed by the Company any time during the twelve (12) months immediately prior end of the Term with a view to inducing that person to leave such employment and to act for another employer in the same or a similar capacity.

5. **Return of Company Documents**

At the conclusion of the Term, the Consultant will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other materials containing or disclosing any the Company Inventions or Proprietary Information of the Company.

6. **Injunctive Relief**

The Consultant agrees that it would be difficult to measure damage to the Company from any breach of the promises set forth herein, and that injury to the Company from any such breach would be impossible to calculate, and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, the Consultant agrees that if the Consultant breaches any provision hereof, the Company will be entitled, in addition to all other remedies it may have, to an injunction or other appropriate orders to restrain any such breach by the Consultant without showing or proving any actual damage sustained by the Company.

7. **Engagement**

 The Consultant agrees and acknowledges that it is performing the services to the Company as an independent contractor and that no employer-employee relationship exists or will exist between the Consultant and the Company. Without derogating from the generality of the aforesaid, the Consultant hereby irrevocably agrees and confirms that, in the event that it shall be determined by any authorized authority, including but not limited to any court of competent jurisdiction that the Consultant or any of its officers, employees or consultants is deemed to be an employee of the Company: (i) the Company has timely made all payments due in connection with the employment of such person or entity with the Company, including any payments related to social benefits to which such person or entity may have been entitled, and (ii) if the Company shall be required to make any additional payments with respect to the alleged employment of such person or entity with the Company, the Consultant shall fully indemnify and compensate the Company for any such costs or expenses including legal fees and expenses.

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| [*Company Name*] Ltd. | **[Consultant]** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |