

SERVICE AGREEMENT

This SERVICE AGREEMENT (this "Agreement") is entered into as of the [] day of [], 2018 (the "Effective Date"), by and between:

Hadasit Medical Research Services and Development Ltd. ("Hadasit"), whose address, for the purposes hereof, is P.O.B 12000, Jerusalem 91120;; and

_____ (the "Company"), whose address, for the purposes hereof, is _____.

WHEREAS, Hadasit is a wholly owned subsidiary of Hadassah Medical Organization ("HMO"), and is authorized to enter this Agreement and to utilize HMO's facilities, employees and agents for purpose of this Agreement;

WHEREAS, the Company is engaged in development of "_____" ("Product") and further represents that it is the sole owner of any and all intellectual property rights thereto, and that the execution of this Agreement does not infringe any third parties' rights and/or any applicable law;

WHEREAS, the Company is interested in receiving and Hadasit desires to provide the Company with certain research services with respect to the Product _____, as more fully detailed in as detailed in the research program attached hereto as **Schedule A** hereto (the "Services"), all under the terms and conditions herein.

NOW, THEREFORE, the parties agree as follows:

1 SCOPE OF SERVICES

1.1 During the Term (as defined below), Hadasit shall make _____ (the "Investigator") and other HMO staff available to perform the Services. The Company acknowledges that the Services rendered to the Company under this Agreement are supplementary to the Investigator's and HMO staff duties at HMO.

1.2 The Services will be performed professionally and diligently. Without derogating from the Company's responsibilities hereunder, any amendment to the scope of the Services shall require the written consent of all of the parties hereto.

1.3 The Services shall be accompanied by the Company's main researcher. The Company shall provide a list of Company personnel who shall carry out part of the research connected with the Services. Company personnel who are allowed temporary access for the duration of the Services shall abide all regulations, including safety and security, and shall be excluded from using any HMO's equipment, materials, telephones, computers, and facilities.

2 TERM AND TERMINATION

2.1 This Agreement shall become effective from the Effective Date and shall remain in force and effect for a period of _____ months from the Effective Date (the "Term").

2.2 Either of the parties may terminate this Agreement (a) immediately, upon the filing by any person of a petition for the winding-up or liquidation of the other party or the appointment of a receiver over a majority of the assets of the other party, and such petition is not dismissed within twenty one (21) days; or (b) immediately, in the event of any breach by the other party of any material term of this Agreement, and such breach is not cured (if curable) within twenty one (21) days of delivery to the other party of written notice of such material breach; or (c) with prior written notice of thirty (30) days, for any reason.

2.3 In the event of any termination pursuant to Section 2.2, the Company shall reimburse Hadasit for all costs and non-cancelable commitments incurred prior such termination with regard to the performance of any of Hadasit/HMO obligations pursuant to this Agreement.

2.4 Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. The rights and obligations under Sections 2, 5, 6, 7, 8 and 9 will survive any termination or expiration of this Agreement.

3 REPORTING

The Company will be provided within 45 (forty five) days from the completion of the Services by HMO staff with a final report comprising the experimental results and raw data of the Services, as detailed in **Schedule B** hereto ("**Deliverables**").

4 CONSIDERATION FOR THE SERVICES

In consideration for the execution of this Agreement and for the performance of the Services contemplated hereunder, the Company will pay Hadasit with such compensation as is set forth on **Schedule C** hereto.

Method of Payment: Either via check, made out to "Hadasit Medical Research Services and Development Ltd.", or via a bank transfer to the following account:

Account name: Hadasit Medical Research Services & Development Ltd.

Account No.: 561600 /82

Bank: Leumi Le'Israel

Main Branch Jerusalem No. 968

Branch Address: 1 Kiryat Mada, Har Hotzvim, Jerusalem 9777601

Interbank Swift Code (TID): LUMIILITXXX

IBAN: IL670109680000056160082

5 CONFIDENTIAL INFORMATION

5.1 For the purposes of this Agreement, "Confidential Information" shall mean any and all information of a confidential nature relating to the Services (including any results thereof or pertaining thereto) as provided or disclosed to Hadasit by the Company, whether in tangible or intangible form. Notwithstanding the aforesaid, Confidential Information shall not include:

- (a) information that is or becomes part of the public domain other than as a result of any breach of any obligations of confidentiality towards the Company;
- (b) information received from third parties, provided such information was not obtained by said third parties from the Company on a confidential basis; and
- (c) information that, as evidenced by written documentation, is independently known or developed by Hadasit, HMO, or any of their respective employees, agents or contractors, without any recourse to or reliance upon any Confidential Information.

5.2 Hadasit undertakes to maintain all Confidential Information in strict confidence and such Confidential Information shall not be used or disclosed by Hadasit except in furtherance of this Agreement and the performance of the Services. Notwithstanding the aforesaid, in the event that the disclosure of any Confidential Information is required under any law, court writ or the demand of any competent authority, any such disclosure shall not be deemed a breach of this Agreement provided that prompt written notice of such demand or requirement is given to the Company prior to the actual disclosure.

5.3 Unless expressly authorized by the Company, Hadasit agrees to maintain the confidentiality of all Confidential Information until the later to occur of: the lapse of five (5) years from the Effective Date; or

5.4 It is hereby clarified that the obligations of confidentiality hereunder are taken on by Hadasit for and/or on behalf of any of their respective employees, agents or contractors.

6 PROPRIETARY RIGHTS

6.1 Each party hereto 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, and no license grant or assignment, express or implied, by estoppel or otherwise, is intended by, or shall be inferred from this Agreement.

6.2 All Deliverables shall be the exclusive property of the Company.

7 PUBLICATION

7.1 Hadasit and the Investigator may freely publish and disseminate the results of their investigative findings hereunder in any media and determine the authorship and contents (including without limitation scientific conclusions and professional judgments) of any such publication. Hadasit or Investigator, as the case may be, shall provide the Company with a copy of the intended written publication (or a reasonably detailed summary if intended for oral dissemination) at the earliest practical time, but in any event not less than forty five (45) days prior to their submission for publication or presentation in public. Upon the Company's request, any patentable or other proprietary or commercially sensitive information of the Company shall be deleted from such publication or presentation. In the event that the Company intends to seek patent protection with respect to any such information contained in such publication or presentation, the Company may request that such publication or presentation be postponed for up to an additional sixty (60) days beyond the initial proposed date of publication or presentation.

7.2 The Company shall not use the names of the Investigator, Hadasit and/or HMO and shall not disclose their involvement in the Services without their prior written approval, all except for references to scientific publications which are already in the public domain and except for applications for regulatory approval to official authorities, stock exchange rule or regulation. Subject to the foregoing, the Company shall appropriately credit the Investigator, Hadasit & HMO in any publication relating to the Services.

8 INDEMNIFICATION, LIMITED LIABILITIES

8.1 The Company shall defend, indemnify and hold harmless Investigator, Hadasit, HMO, and any of their respective employees, agents or contractors (collectively, the "**Indemnitees**"), promptly upon their first demand, from and against any loss, damage, liability and expense (including reasonable legal fees), with respect to any responsibility, charges, damages and/or product liability claim which may result from the performance of the Services and for any damage caused by Company personnel using HMO equipment and facilities in contrary with the terms hereof. The Company's indemnification obligations hereunder shall be subject to the Company being notified in writing as soon as practicable under the circumstances of any complaint or claim potentially subject to indemnification and any liability hereunder shall be proportionately reduced to the extent the loss, damage or liability was caused or increased by the negligence or willful misconduct of an Indemnitee.

8.2 Nothing contained in this Agreement shall be construed as a warranty Hadasit that the results of the Services will be useful or commercially exploitable or of any value whatsoever. In addition, and without derogating from the aforementioned, Hadasit disclaims all warranties, either express or implied, with respect to the Services, including without limitation implied warranties of merchantability, efficacy and fitness for a particular purpose. The entire risk arising out of the use of the results of the Services remains solely with the Company.

8.3 Without derogating from the above, if Hadasit is found liable (whether under contract, tort (including negligence) or otherwise), the cumulative liability thereof for all claims whatsoever related to the Services or otherwise arising out of this Agreement, shall not exceed the total consideration actually paid to Hadasit by the Company pursuant to this Agreement.

8.4 Neither party shall be liable (whether under contract, tort (including negligence) or otherwise) to the other party, or any third party for any indirect, incidental or consequential damages, including, without limitation, any loss or damage to business earnings, lost profits or goodwill and lost or damaged data or documentation, suffered by any person, arising from and/or related with and/or connected to this agreement even if such party is advised of the possibility of such damages.

9 MISCELLANEOUS

9.1 Each party hereto is an independent contractor. Nothing contained herein shall be construed as forming employee-employer relations between the Company and Hadasit's and HMO's employees, agents or contractors.

9.2 This Agreement, and the rights and obligations hereunder, may not be assigned by any party hereto without the express written consent of the other parties, which shall not be unreasonably withheld.

9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. The competent courts in Jerusalem, Israel shall have exclusive jurisdiction over any dispute that may arise with respect to this Agreement.

9.4 This Agreement represents the entire understanding of the parties with respect to the subject matter hereof. In the event of any inconsistency between this Agreement and any schedule hereto, the terms of this Agreement shall govern. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof. This Agreement may be amended only by a written document signed by the parties hereto.

9.5 All notices or other communications required or permitted to be made or given hereunder shall be deemed so made or given when hand-delivered or sent by confirmed facsimile, or the day after delivery to a recognized overnight courier service guaranteeing next-day delivery, charges prepaid, and properly addressed to such other party in accordance with the addresses as set forth in the preamble above or at such other address as may be specified by each party hereto by written notice similarly sent or delivered.

9.6 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**Hadasit Medical Research Services
and Development Ltd.**

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

**Read and acknowledged
Prof. _____**

Signature: _____

Schedule A

The Services

Schedule B

Deliverables

A final report comprising the Services experimental results, including conclusions.
The final report will be delivered via email.

Schedule B

Consideration

In consideration for the execution of this Agreement for the performance of Services, the Company shall pay to Hadasit total payment of _____ (the "**Service Fee**") _____ as follows:

1.

Service Fee shall be paid upon submission of a tax invoice to the Company.

Value Added Tax shall be added to each of the Service Fee payments made under this Agreement.
(When relevant)

In the event that Company defaults on any payment of the Service Fee when due such payment shall bear interest equal to the interest charged by Bank Leumi Le Israel B.M. for a loan of the said amount plus an annual compounded interest of three percent (3%) from the date such payment was due until the date of its actual payment.