

My comments / questions in red.

DBN.

Non-Disclosure, Confidentiality, and Assignment of Inventions Undertaking

I, Dror Bar-Natan, hereby acknowledge that in the course of my engagement with the Company I will become familiar with a range of confidential information and that my services are of particular and special value to the Company. I hereby undertake the following towards the Company [which company?] and any of its affiliates (the "Group"):

1. Confidential Information and Confidentiality

I am aware that I may have access to or be entrusted with confidential information relating to the Group that is in use, planned, or under development, including but not limited to (i) technical information of the Group, its customers or other third parties, including databases, methods, know-how, formulae, compositions, technological prototypes, processes, inventions, and similar items; (ii) business information of the Group, its customers or other third parties, such as information relating to the Group's employees, actual and anticipated relationships between the Group and other companies, financial information, information relating to customer or vendor relationships, product pricing, and similar items; and (iii) information relating to future plans of the Group, its customers or other third parties, such as marketing strategies, new product research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items (collectively, "**Confidential Information**").

During the term of my engagement with the Company and for a period of ~~four (4)~~ **three (3)** years thereafter I shall keep confidential, and shall not disclose or make available, directly or indirectly, to any third party any Confidential Information without the prior written consent of the Company. The foregoing shall not apply to (i) information for which I can provide evidence that it is already in the public domain through no fault of my own or a breach of the Group's rights by any third party; (ii) disclosures which are required by law or a valid court order, in which case I will notify the Company in writing immediately on becoming aware of such requirement or its likely occurrence, and the disclosure of Confidential Information shall be limited to the extent expressly required; or (iii) disclosures to immediate family members for so long as such family members are also bound by confidentiality obligations no less restricting than the obligations hereunder. **[Do they need to sign anything?]**

I confirm that except in the proper performance of my consulting obligations, I shall not copy, transmit, communicate, publish or make any commercial or other use whatsoever of any Confidential Information, without the prior written consent of the Company. I shall exercise ~~the highest degree of~~ **(strike; I do not own a safe with 10" steel walls and do not plan to buy one)** care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure and in maintaining its confidentiality. ~~Upon termination of my engagement with the Company, I shall, at the Company's request, either destroy or deliver to the Company all Confidential Information and any and all copies thereof that have been furnished to me, prepared by me or came to my possession howsoever, and I shall not retain copies thereof in whatever form.~~ **(strike)**

2. Intellectual Property

I shall promptly disclose to the Company all Intellectual Property which I, solely or jointly, conceive, develop or reduce to practice or cause to be conceived, developed or reduced to practice during the course of and in connection with my engagement with the Company or which use Confidential Information or other Group property ("**Inventions**").

The term "**Intellectual Property**" shall include all intellectual property rights, whether or not patentable, and whether registered or unregistered, including but not limited to formulae, goodwill, ideas, improvements, industrial designs, mask works, materials, methods, trade secrets, moral rights, information, derivative works, discoveries, innovations, and inventions, (including but not limited to Service Inventions as defined in Section 132 of the Patent Law-1967 (the "**Patent Law**")), and any rights analogous to the foregoing.

I confirm that all Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the Group and I shall not be entitled to, and I hereby waive now and in the future, any claim to any right, moral rights, compensation or reward, including any right to royalties in service inventions in accordance with the Patent Law, that I may have in connection therewith. This clause constitutes an express waiver of any rights I may have under Section 134 of the Patent Law.

I agree to assign and hereby automatically assign to the Group and/or its designee any and all rights, titles and interests in respect of any Inventions, to the extent that I may have such rights, on a worldwide basis, and I acknowledge now and in the future the Group's full and exclusive ownership in all such Inventions. I shall, at any time hereafter **yet at a reasonable compensation for my time and expenses**, execute all documents and take all steps necessary to effectuate the assignment to the Group or its designee or to assist them to obtain the exclusive and absolute right, title and interest in and to all Inventions, and to protect the same against infringement by any third party, including by assisting in any legal action requested by the Group with respect to the foregoing.

3. Pacifcity

The Company declares that the project with which I am to be involved is not primarily intended for use by a military or by a law enforcement agency or by a contractor thereof. The Company acknowledges that if at any time in the future the primary use of any Confidential Information or Invention which is a subject of this agreement shall become military or law enforcement, this agreement shall become null and void. [Personal note: I am not a pacifist and I certainly support law enforcement. Yet the subject is complicated and in specific situations, I may have strong opinions. Given no specific knowledge of what the project is about, I've put a blanket statement].

4. Miscellaneous

The terms of this undertaking shall be interpreted to give maximum enforceability at law [I don't understand this sentence]. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition herein. This undertaking shall be governed by and construed in accordance with the laws of the State of Israel.

Consultant

By: _____

Name: _____

Date: _____

[It is not stated what are the penalties for breaking this agreement].

[Does this contradict any obligation I may have to UofT or under Canadian law? – Checked with Grettell Atahu, (416) 978-7833 of Innovations & Partnerships Office (IPO) – there seems to be no problem.]

