

To: Evyatar Yosef
(the "Volunteer")

Via email: evyatoryoseff@gmail.com

Re: Terms and Conditions of Volunteering Activity

We, MASHLOM.ME HEALTHCARE TOOLBOX LTD. (the "**Company**"), are delighted to inform you that we accepted your offer for conducting volunteering activity in our Company (the "**Volunteering Activity**"), effective as of 10.09.2025 (the "**Effective Date**").

For the sake of good order, we would like to set forth in writing the terms and conditions applicable to your Volunteering Activity in the Company as set forth hereinafter.

1. General

During the course of the Volunteering Activity, you will not be subordinated to any of the Company's officers, directors or employees, and will not be obliged to any minimum or maximum number of hours of participation, nor will you be obligated to report to the Company's offices and/or any other facilities. The performance of the Volunteering Activity will not be held at the premises of the Company and the number of the hours per day and the number of days per week which you will spend for the performance of the Volunteering Activity will be coordinated between you and the Company based on your own free time and schedule.

2. Volunteer's Representations:

You hereby represent and warrant as follows:

- 2.1. that during the period of the Volunteering Activity you shall not be an employee of the Company and there is nothing in the relationship to suggest employee-employer relations between you and the Company. Accordingly, you are not expecting to receive any compensation, salary or benefits for the performance of the Volunteering Activity and/or for your presence at Company's facilities (if any) or for your engagement with the Company during the period of the Volunteering Activity or for various actions that you will carry out as part of the Volunteering Activity.
- 2.2. You undertake that you and/or anyone on your behalf will not claim, demand, sue or bring any cause of action against the Company or any of its officers, directors or shareholders in connection with alleged employer-employee relations between you and the Company, and if such is claimed, you shall indemnify the Company upon its first demand for any expense or damage that may be occasioned to it in respect of, or in connection with, a claim as aforesaid, including legal expenses.
- 2.3. You represent that there is no restriction or limitation which may prevent you from fulfilling the Volunteering Activity. Without derogating from the generality of the foregoing, you represent that by entering into this engagement and by performing the Volunteering Activity you do not, and will not, breach any obligations towards any of your former or current employers (if any).

3. Confidential Information

- 3.1. You agree that during and after termination of the Volunteering Activity with the Company, you:
 - 3.1.1. shall keep Confidential Information (as defined below) confidential and shall not directly or indirectly, use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without the Company's prior written consent.

- 3.1.2. shall refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information.
- 3.1.3. shall not save any Confidential Information to any computerized database which is owned by you or by anyone else other than the Company. In this regard, I shall not save any Confidential Information to your mobile phone or other portable device, flash disk, laptop computer, CD, DVD, or private e-mail account (such as Gmail).

“Confidential Information” includes but is not limited to Inventions (as defined below), trade secrets, confidential information, knowledge or data of the Company, or any of its clients, customers, consultants, shareholders, licensees, licensors, vendors or affiliates, that you may produce, obtain or otherwise acquire or have access to during the course of the Volunteering Activity and in connection therewith, including but not limited to: business plans, records, and affairs; customer files and lists; special customer matters; sales practices; methods and techniques; merchandising concepts, strategies and plans; sources of supply and vendors; special business relationships with vendors, agents, and brokers; promotional materials and information; financial matters; mergers; acquisitions; equipment, technologies and processes; selective personnel matters; inventions; developments; product specifications; procedures; pricing information; intellectual property; know-how; technical data; software programs; algorithms; operations and production costs; processes; designs; formulas; ideas; plans; devices; materials; and other similar matters which are confidential. All Confidential Information and all tangible materials containing Confidential Information are and shall remain the sole property of the Company.

- 3.2. Notwithstanding anything contained herein to the contrary, you shall have no obligation to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) originally when disclosed to you is regarded Confidential Information and subsequently enters the public domain other than by breach of your obligations hereunder or by breach of another person’s or entity’s confidentiality obligations, or (iii) is shown by documentary evidence to have been known by you prior to disclosure to you by the Company or has come to your knowledge from third parties to which you have no confidentiality obligations.

4. Third Parties’ Confidential Information

- 4.1. You agree that during the Volunteering Activity in the Company you shall not:
 - 4.1.1. improperly use or disclose any proprietary information or trade secrets of any person or entity with which you have an agreement or duty to keep in confidence information, if any.
 - 4.1.2. bring onto the premises of the Company any document or confidential or proprietary information belonging to such person or entity unless consented to in writing by such person or entity.
 - 4.1.3. incorporate third party software components into the Company’s software without Company’s explicit written approval.
 - 4.1.4. use any equipment, supplies, facilities or resources belonging to any third-party person or entity.
- 4.2. You recognize that the Company may have received, and in the future may receive, from third parties their confidential or proprietary information 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. You agree that you owe the Company and such third parties, during the Volunteering Activity and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or firm and to use it in a manner consistent with, and for the limited purposes permitted by, the Company’s agreement with such third party as shall be conveyed to you.

5. Inventions

- 5.1. You declare that as of the Effective Date you have not developed nor created inventions, belonging to you (whether made solely by you or jointly with others) that relate to the technology or the products developed by the Company.

“**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 protectable as trade secrets; “**Company Inventions**” means any Inventions that are made or conceived by yourself, whether alone or jointly with others, during the period of the Volunteering Activity, and which are: (i) developed using equipment, supplies, facilities or Proprietary Information of the Company; or (ii) result from the Volunteering Activity; or (iii) relate to the field of business of the Company, or to its current research and development.

- 5.2. You agree that all Company Inventions are the sole property of Company. Without derogating from the foregoing, you hereby assign and transfer to the Company, to the fullest extent under applicable law, your entire right, title and interest in and to all Company Inventions "AS IS" and without any representation or warranty. Company's practice and/or use of any assigned Company Inventions shall be at Company's sole liability and risk to explicitly exclude any liability of the undersigned with respect thereto.
- 5.3. You hereby irrevocably and unconditionally waive any of your moral right, droit rights, artist rights or any other similar rights worldwide in relation to any Inventions and hereby agree not to assert against the Company, its affiliates, officers, employees, any claim or allegation in connection with moral right in relation to any Invention.
- 5.4. Without derogating from the aforementioned, you hereby explicitly waive any interest, claim or demand that you may have for, or may be entitled to (should, despite the parties' agreement hereunder and the aforementioned, any competent court or judicial forum will find that an employer-employee relationship have materialized between yourself and the Company), with respect to any consideration, compensation or royalty in connection with the Inventions. This agreement is expressly intended to be an agreement with regard to the terms and conditions of consideration for service inventions in accordance with Section 134 of the Patent Law. Notwithstanding the above, the foregoing shall not be construed in any manner as evidence of employer-employee relations, or an obligation or undertaking to establish an employer-employee relationship between you and the Company.
- 5.5. You agree to perform any acts reasonably required by the Company to permit and assist the Company, at the Company's expense, in obtaining, maintaining, defending and enforcing the Company Inventions in any and all countries, and generally cooperate reasonably, to aid the Company in its attempts to obtain, secure and enforce proper protection for the Company Inventions (including, to the extent necessary, the assignment and transfer thereof to the Company and its successors, assigns and nominees), in any and all jurisdictions. You hereby irrevocably appoint the Company as your true and lawful attorney and attorney-in-fact, to act for and on your behalf and instead of you, to execute and file any documents and instruments, and to do such other acts and things as may be necessary or appropriate, in order to give effect and further the above purposes and the intentions contained in this undertaking, with the same legal force and effect as if executed by you.

6. Return of Confidential Material

Upon Company's request or upon the completion of the Volunteering Activity you agree to deliver to Company all records, materials, equipment, drawings, documents and data of any nature pertaining to any Confidential Information or to the Volunteering Activity, and you will not retain or take any tangible materials or electronically stored data, containing or pertaining to any Confidential Information that you may produce, acquire or obtain access to during the course of the Volunteering Activity.

7. Options

Without derogating from any of the provisions under this letter, solely as an expression of gratitude to your contribution to the Company, the Company undertakes to recommend to the board of directors of the Company (the "**Board**") to grant you options to purchase such number of Ordinary Shares of the Company, with a nominal value of NIS 0.01 each, as indicated in Schedule I attached hereto (the "**Options**"), if and to the extent that the Company will adopt an incentive share option plan (the "**Plan**"). The grant of the Options shall be subject to the terms of such Plan and to the execution and delivery by you of an option grant letter and all other instruments that may be required according to the Plan with respect to the Options so granted. The Options shall have an exercise price and shall vest and become exercisable according to the terms of the Plan and as set forth in Schedule I attached hereto. For the avoidance of doubt, it is clarified that any tax due with respect to the Options and the participation in the Plan shall be borne solely by you and the Company may deduct any and all amounts of tax or any other mandatory payments due by you in connection with the Options.

It is further clarified that the grant of the Options does not and shall not derogate from your status as a volunteer and may not be used as an indication for any commitment by the Company to pay you any compensation of any kind whatsoever. It is further clarified that the Company has no obligation to adopt the Plan and that the Company may adopt such Plan only if the Company will create in the future a commercial value out of its current business and activity (including the technology resulting from, or related to, the Volunteering Activity) in a manner that will justify the adoption of such Plan, at the sole discretion of the Company.

8. Term and Termination

Each party is entitled to terminate this letter and the relationship hereunder at any time, for any reason or without reason, provided however that the provisions of Section 3, 4, 5, 6 and 7 shall survive such termination.

9. Miscellaneous

This letter sets forth the terms of the engagement with you and supersedes any prior representations or agreements, whether written or oral. You may not assign this letter or your rights or obligations herein, without the prior written consent of the Company. This letter may not be modified or amended except by a written agreement, signed by an officer of the Company and you. This letter shall be governed by, and construed in accordance with, the laws of the State of Israel. If any provision of this letter is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto.

IN WITNESS HEREOF, the undersigned has signed this letter;

MASHLOME.ME HEALTHCARE TOOLBOX LTD.

By:

Title:

IN WITNESS HEREOF, I am signing this letter after reading it carefully and after I understood and agreed to all the terms and conditions set forth above;

דודי יאיר גולדברג

Full Name

207467820

ID

דודי יאיר

Signature

