**Confidentiality and Assignment of Inventions Undertaking**

This Confidentiality and Assignment of Inventions Undertaking (the **“Undertaking”**) is entered into on \_\_15.Nov\_\_\_\_\_, 2018 (the **“Execution Date”**) by **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**, holder of an Israeli ID(Israel residents) / International Passport no. (Not Israel residents) [\_\_\_\_\_\_\_\_\_\_\_\_] residing at [\_\_Luca Roman\_] (the “**Consultant**”) for the benefit of **Genie Soft LTD.**, a private company in establishment (the **“Company”** and together with the Consultant, the “**Parties**”).

* **Confidentiality**.
* The Consultant acknowledges that the Consultant has is expected to have access to information that relates to the Company, its business, assets, financial condition, activities, plans and projections, customers, suppliers, partners, and other third parties with whom the Company agreed or agrees, from time to time, to hold information of such party in confidence (the **“Confidential Information”**). Confidential Information shall include, without limitation, information, whether or not marked or designated as confidential, concerning technology, products, research and development, patents, copyrights, inventions, trade secrets, test results, formulae, processes, data, know-how, marketing, promotion, business and financial plans, policies, practices, strategies, surveys, analyses and forecasts, financial information, customer lists, agreements, transactions, undertakings and data concerning employees, service providers, officers, directors, and shareholders. Confidential Information includes information in any form or media, however generated, demonstrated or transmitted. Confidential Information shall not include information that has become part of the public domain not as a result of a breach of any obligation owed by the Consultant to the Company.
* During the term of the Consultant’s engagement and at any time after termination or expiration thereof, for any reason, the Consultant shall keep in strict confidence and trust, shall safeguard, and shall not disclose to any person or entity, nor use for the benefit of any third party, any Confidential Information, other than with the prior express consent of the Company.
* All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Company or the third party providing such Confidential Information to the Company. Without limitation of the foregoing, the Consultant agrees and acknowledges that all memoranda, books, notes, records, email transmissions, charts, formulae, specifications, lists and other documents (contained on any media whatsoever) made, reproduced, compiled, received, held or used by the Consultant in connection with the engagement by the Company or that otherwise relates to any Confidential Information (the “**Confidential** **Materials**”), shall be the Company’s sole and exclusive property and shall be deemed to be Confidential Information. All originals, copies, reproductions and summaries of the Confidential Materials shall be delivered by the Consultant to the Company upon termination or expiration of the Consultant’s engagement for any reason, or at any earlier time at the request of the Company, without the Consultant retaining any copies thereof.
* **Ownership of Property and Proprietary Rights.**
* The Consultant will notify and disclose in writing to the Company all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice by the Consultant, either alone or jointly with others, during the Consultant’s engagement with the Company (including after hours, on weekends or during vacation time) (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the “**Invention(s)**”) immediately upon discovery, receipt or invention as applicable.
* The Consultant agrees that all the Inventions are, upon creation, considered Inventions of the Company, shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all patents, copyrights, trade secret and all other rights of any kind or nature, including moral rights, in connection with such Inventions. The Consultant hereby irrevocably and unconditionally assigns to the Company all the following with respect to any and all Inventions: (i) patents, patent applications, and patent rights, including any and all continuations or extensions thereof; (ii) rights associated with works of authorship, including copyrights and copyright applications, Moral Rights (as defined below) and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property including trademarks, service marks and applications therefor, trade names and packaging and all goodwill associated with the same; and (vi) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights. Consultant also hereby forever waives and agrees never to assert any and all Moral Rights Consultant may have in or with respect to any Inventions, even after termination of engagement on behalf of the Company. “**Moral Rights**” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.
* Consultant undertakes to keep and maintain adequate and current written records of all Inventions.
* Without derogating from the generality of the foregoing, Consultant further acknowledges that all original works of authorship which are made by Consultant (solely or jointly with others) within the scope of and during the Term are “works made for hire” as contemplated under Chapter H of the Patents Law of 1967, that all such “works made for hire” are owned by the Company, its successors, assigns or nominees, and that Consultant shall not be entitled to any compensation, other than the Fee, for creation or assignment of the same to the Company, its successors, assigns or nominees. Consultant understands and agrees that no royalty will be due to Consultant as a result of the Company’s efforts to commercialize or market any such invention (including the Inventions).
* **General**.
* The Consultant represents that the performance of all the terms of this Undertaking does not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules or policies of, any former employer or other party.
* The Consultant acknowledges that the provisions of this Undertaking reflect the reasonable requirements of the Company to protect its legitimate interests with respect to the subject matter hereof.
* This Undertaking is governed by and construed in accordance with the internal laws of the State of Israel. Any and all disputes in connection with this Undertaking shall be submitted to the exclusive jurisdiction of the competent courts located in the city of Tel-Aviv-Jaffa, Israel.
* The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the relationship between the Company and the Consultant, for whatever reason. This Undertaking shall not serve in any manner so as to derogate from any of the Consultant’s obligations and liabilities under any applicable law.
* This Undertaking constitutes the entire agreement between the Consultant and the Company with respect to the subject matter hereof. No amendment or waiver of any obligation under this Undertaking will be enforceable unless set forth in a writing signed by the Company.
* This Undertaking, the rights of the Company hereunder, and the obligations of the Consultant hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

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| * Consultant recognizes and agrees: (i) that this Undertaking is necessary and essential to protect the Company’s Business and to realize and derive all the benefits, rights and expectations of conducting the Company’s Business; (ii) that the area and duration of the protective covenants contained herein are reasonable; and (iii) that good and valuable consideration exists as part of its engagement with the Company, for the Consultant to be bound by the provisions of this Undertaking. |

**IN WITNESS WHEREOF**, I have executed this **Confidentiality and Assignment of Inventions Undertaking** as of the Execution Date.

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| Original signature and date 15.Nov 2018 |
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