



Derma Detect

AI Driven Skin Diagnostics

September __, 2021

Mr./Ms. _____
(the "Participant")

Dear Participant,

We are extremely glad that you will be participating at the 8200 Bio Competition for 8200 graduates and especially in the challenge addressed by DermaDetect Ltd.

DermaDetect is a start-up company with offices in Rehovot Science Park and it is committed to the procedures of the Israeli Innovation Authority, especially related to protecting the Intellectual Property (**IP**) and other rights of the Company.

Therefore, we appreciate receiving your confirmation by signing below and the attached NDA document (related to confidentiality, IP protection and no employer-employee relationship).

Looking forward to checking your exceptional deliverables within the said competition.

Sincerely,

Eugene Dicker, CEO
DermaDetect Ltd.

I hereby confirm the aforementioned as well as the non-disclosure terms attached herein.

Full Name: _____ Date: _____ Signature: _____

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered as of August __, 2021 (the “**Effective Date**”), by and between **DermaDetect Ltd.**, an Israeli company No. 515556843, from 4 Oppenheimer Street, Rehovot, Israel (the “**Company**”) and _____, holding Israeli ID No. _____ from _____, that participates in the 8200Bio competition (respectively - the “**Participant**” and the “**Competition**”).

The Company and the Participant shall additionally be referred as each, a “**Party**” and collectively, the “**Parties**”.

The Participant acknowledges that the Participant’s engagement with the Company during the Competition creates a relationship of confidence and trust between the Participant and the Company with respect to all Confidential Information (as defined below) and Company’s Inventions (as defined below).

1. CONFIDENTIALITY.

1.1 Non-Disclosure; Recognition of Company’s Rights. At all times during the Competition and any Participant’s engagement thereafter, the Participant shall hold in confidence and will not disclose, use, lecture upon, or publish any of the Company’s Confidential Information (as defined below), unless the Company expressly authorizes in writing such disclosure or publication.

1.2 The Participant hereby assigns to the Company any rights he has or acquires in any and all Confidential Information and recognizes that all Confidential Information shall be the sole and exclusive property of the Company.

1.3 Confidential Information. The term “**Confidential Information**” means any and all confidential knowledge, data or information related to the Company, as conducted and/or as proposed to be conducted or its actual or demonstrably anticipated research or development, including without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans and development, marketing and business materials and/or data. The Participant shall have no obligation under this Agreement to maintain in confidence any information that (i) is in the public domain at the time of disclosure, (ii) though originally Confidential Information, subsequently enters the public domain other than by breach of the Participant’s 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 the Participant prior to disclosure to the Participant by the Company.

1.4 No Improper Use of Information of Prior Employers and Others. The Participant represents that his engagement by the Company does not and will not breach any agreement with any former employer, or any other third party, including any non-compete agreement or any agreement to keep in confidence information acquired by him in confidence or trust prior to his engagement by the Company. During the Participant’s engagement by the Company, he will not improperly use or disclose any confidential information or trade secrets of any former employer or other third party to whom he has an obligation of confidentiality.

2. Inventions.

2.1 Inventions and Intellectual Property Rights. The Participant hereby agrees, acknowledges and declares that all Company Inventions (as defined below) are and will remain the sole property of the Company.

As used in this Agreement, the term “**Invention**” means any ideas, concepts, information, materials, processes, data, code, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein (all whether patentable or not, registerable or not). The term “**Intellectual Property Rights**” means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Assignment of Company Inventions. The Participant hereby assigns and transfers to the Company and agrees to assign and transfer in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable), for no consideration or compensation, to the fullest extent under applicable law, the Participant’s entire right, title and interest in and to all Inventions conceived by the Participant, whether solely by the Participant or jointly with others, during the period of the Participant’s engagement with the Company that (i) relate in any manner to the actual or demonstrably anticipated business, work, or research and development of the Company (ii) are developed in whole or in part on the Company’s time or using Company’s Confidential Information, or (iii) result from or are suggested by any task assigned to the Participant or any work performed by the Participant for or on behalf of the Company, during and following the Competition (Altogether - the

"Company Inventions"). Without derogating from the aforementioned, the Participant hereby explicitly waives any interest, claim or demand that the Participant may have for, or may be entitled to, with respect to any consideration, compensation or royalty in connection with the Company Inventions, including but not limited to, any claims for consideration, compensation or royalty pursuant to Section 134 of the Israeli Patent Law-1967 (the **"Patent Law"**). The Participant further waives the right to bring any claims or allegations to receive compensation, consideration or royalty with respect to the Moral Rights (as defined below) and the Company Inventions before the Committee for Compensation and Royalties under the Patent Law (the **"Committee"**).

2.3 Waiver of IP Claims and Moral Rights. The Participant confirms and undertakes that he does not have at present, and that he will abstain from commencing any lawsuit or claim against the Company with regards to the Company Inventions, including claims with regards to ownership and/or infringement of the Company Inventions, that such are the property of the Company. The Participant hereby explicitly waives any interest, claim or demand for any Moral Rights that he has or may have in the future, with respect to the Company Inventions and all rights to assert against the Company, any claim whatsoever, before any forum, including without limitations judicial and administrative forums, with respect to said compensation for Company Inventions or with respect to said Moral Rights. **"Moral Rights"** as used herein means the rights of an author under Section 45 of the Israeli Copyright Law, 2007, or any other similar provision under any law of any applicable jurisdiction, including the right of the author to be known as the author of his/her work; to prevent others from being named as the author of his/her work; to prevent others from making deforming changes in his/her work in a manner that reflects negatively on his/her professional standing, his/her goodwill or dignity.

3. The Nature of the Participant Relationship.

3.1 The Participant represents and warrants to the Company that (i) he is free to enter into this Agreement upon these terms and conditions; (ii) he is not under any contractual or other restrictions or obligations which are inconsistent with the execution and performance of this Agreement, or which will interfere with the performance of the Services and Participant's related obligations hereunder, and that this Agreement constitutes the valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms; and (iii) the entrance into, and the performance of, this Agreement does not require the consent of any third party which consent has not yet been obtained and will not violate any policies or procedures of any other person or entity for which it performs services concurrently with those performed herein. The Participant shall at all times act as an independent unpaid Participant in the Competition, and shall not be, or claim to be, an employee of the Company. The Participant warrants that he is aware that this Agreement does not create employee-employer relations between him and the Company and does not confer upon him any rights. Participant undertakes that he or anyone on his behalf shall not claim, demand, sue or bring any cause of action against the Company in connection with alleged employer-employee relations between him and the Company, and if he does so, he shall indemnify the Company upon its first demand for any expense that may be occasioned to it in respect of, or in connection with, a claim as aforesaid, including legal fees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on and as of the Effective Date.

COMPANY:

DermaDetect Ltd.

By Eugene Dicker, CEO

PARTICIPANT:

Full Name: _____
