



## CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

We acknowledge that as part of our engagement with Sheba Medical Center, we will be given access to information that is of a personal, confidential and/ or proprietary nature, for example: (1) patient information, (2) personnel information, or (3) confidential business information of Sheba Medical Center and/or third parties, including third-party software and other licensed products or processes, and/or (4) trade secrets, research data ("**Confidential Information**"), for the purpose of fulfilling engagement obligations.

We, therefore agree:

- To hold all confidential information in trust and strict confidence and agree that it shall be used only for the purposes required to fulfill engagement obligations, and shall not be used for any other purpose, or disclosed to any third party.
- To keep any Confidential Information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement with Sheba Medical Center have access.
- Not to remove any Confidential Information from Sheba Medical Center unless, and to the extent that, I obtain Sheba's written pre-authorization. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such Confidential Information secure and to protect such Confidential Information from unauthorized use, reproduction or disclosure.
- To maintain the absolute confidentiality of personal, confidential and proprietary information in recognition of the privacy and proprietary rights of others at all times, and in both professional and social situations.
- To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information.
  - At the conclusion of any discussions, or upon demand by Sheba, to return all confidential information, including prototypes, code, written notes, photographs, sketches, models, memoranda or notes taken, to Sheba's possession and the responsible manager/director.
- Not to disclose confidential, personal and/or proprietary information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Sheba Medical Center in an official, legal capacity.

We understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including immediate termination of the agreement.

We understand that this undertaking survives the termination of the agreement relationship with Sheba Medical Center.

The laws of Israel shall govern this Undertaking and its validity, construction and effect.

We fully understand and accept responsibilities set above relating to personal, confidential and/or proprietary Information.

IN WITNESS whereof this UNDERTAKING has been executed on the date shown hereunder:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

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