

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3974071

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TIM RUYTJENS	03/10/2013
	ITZIK MASHIACH	10/14/2012
RECEIVING PARTY DATA		
Name:	NYXOAH SA	
Street Address:	2 RUE FOND CATTELAINE	
City:	MONT-ST-GUIBERT	
State/Country:	BELGIUM	
Postal Code:	B-1435	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14059632
CORRESPONDENCE DATA		
Fax Number:	(202)408-4400	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2024084000	
Email:	faxserve@finnegan.com	
Correspondent Name:	FINNEGAN, HENDERSON	
Address Line 1:	901 NEW YORK AVENUE, NW	
Address Line 4:	WASHINGTON, D.C. 20001	
ATTORNEY DOCKET NUMBER:	11623.0004-01	
NAME OF SUBMITTER:	DENA BOHANNON	
SIGNATURE:	/Dena Bohannon/	
DATE SIGNED:	07/22/2016	
Total Attachments: 15		
source=11623000401Assignment#page1.tif		
source=11623000401Assignment#page2.tif		
source=11623000401Assignment#page3.tif		
source=11623000401Assignment#page4.tif		
source=11623000401Assignment#page5.tif		

source=11623000401Assignment#page6.tif
source=11623000401Assignment#page7.tif
source=11623000401Assignment#page8.tif
source=11623000401Assignment#page9.tif
source=11623000401Assignment#page10.tif
source=11623000401Assignment#page11.tif
source=11623000401Assignment#page12.tif
source=11623000401Assignment#page13.tif
source=11623000401Assignment#page14.tif
source=11623000401Assignment#page15.tif

ASSIGNMENT

WHEREAS I, the below named inventor, (hereinafter referred to as Assignor) have made Sleep Disordered Breathing Inventions disclosed in an application for United States Letters Patent filed on **October 22, 2013**, (Application No. 14/059,632) ("the Application") and entitled:

TRANSCUTANEOUS POWER CONVEYANCE DEVICE

WHEREAS, **NYXOAH SA**, a corporation of Belgium whose post office address is 2 Rue Fond Cattelain, B-1435 Mont-St-Guibert, Belgium (hereinafter referred to as Assignee), is desirous of securing in all countries throughout the world, the entire right, title, and interest in and to the Sleep Disordered Breathing Inventions disclosed in the Application and the Letters Patent to be issued upon the Application for the Sleep Disordered Breathing Inventions;

WHEREAS, the U.S. Patent Examiner to whom the Application was assigned issued a Restriction Requirement indicating that the Application includes claims to multiple distinct inventions, including the following distinct groups: Group 1, claims 1-15; Group 2, claims 16-26;

WHEREAS, the Sleep Disordered Breathing Inventions are included only within Group 1, claims 1-15, and may also be contained in future claims written in the Application, but only to the extent that such future claims are expressly limited to neuro-modulation targeting the hypoglossal nerve for treating obstructive sleep apnea and/or snoring (for the avoidance of doubt, generic inventions not expressly limited to neuro-modulation targeting the hypoglossal nerve do not fall within the definition of Sleep Disordered Breathing Inventions);

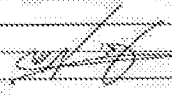
NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I, as Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to the Sleep Disordered Breathing Inventions disclosed in the Application and all divisions and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, (to the extent that each of the foregoing only contain claims limited to Sleep Disordered Breathing) and all rights to claim priority on the basis of the Application in any foreign country, and all applications for Letters Patent which may hereafter be filed for the Sleep Disordered Breathing Inventions in any foreign country and all Letters Patent which may be granted on the Sleep Disordered Breathing Inventions in any foreign country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Sleep Disordered Breathing Inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment, to the extent that each of the foregoing only contains claims limited to Sleep Disordered Breathing;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me respecting the Sleep Disordered Breathing Inventions and will testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Sleep Disordered Breathing Inventions in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the Sleep Disordered Breathing Inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

SOLE/JOINT INVENTION
(Worldwide Rights)
Attorney Docket No. 11623.0004-01

IN TESTIMONY WHEREOF, I have hereunto set my hand.

Name: Dr. Adi Mashlach
Address: Rothschild Avenue 79
Tel Aviv 65787
Israel
By: 
Date: April 16, 2014

ASSIGNMENT

WHEREAS I, the below named inventor (hereinafter referred to as Assignor) have made an invention entitled:

TRANSCUTANEOUS POWER CONVEYANCE DEVICE

for which I filed an application for United States Letters Patent on July 26, 2013 (Application No. 13/951,754); and

WHEREAS, NYXOAH SA, a corporation of Belgium whose post office address is 2 Rue Fond Cattelain, B-1435 Mont-St-Guibert, Belgium (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I, as Assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention, provisional application no. 61/676,327, filed July 26, 2012, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority in any foreign country on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application in any foreign country, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

Name: Tim Ruytjens
Address: Jaak Blockxstraat 43
2640 Mortsel, Belgium
By: Tim Ruytjens
Date: 3/10/2013

CONSULTING AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 14 of October, 2012 (the "Effective Date"), by and between Nyxoah Ltd, having its place of business at Aba Hillel 16, Ramat Gan, Israel (the "Company") and Itzik Mashiach, ID 058773235, residing 3 Almogau St, Kfar Yona, Israel (the "Consultant").

WHEREAS: the Company wishes to retain the services of the Consultant all according to the terms and conditions described in this Agreement;

WHEREAS: the Consultant represents and warrants that he is ready, qualified, willing and able to carry out his obligations and undertakings towards the Company pursuant hereto; and

WHEREAS: the Company and Consultant desire to define the relationship between them in accordance to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto agrees as follows:

1. General

- 1.1. The preamble to this Agreement constitutes an integral part hereof.
- 1.2. All headings of the Sections and subsections of this Agreement are intended for convenience of reference and shall not be used in interpreting this Agreement.

2. The Services

- 2.1. The Consultant undertakes to render to the Company the services as Research & Development Manager for the purpose of developing and commercializing a sleep apnea implantable neurostimulation device and as further specified in Schedule A attached hereto (the "Services").
- 2.2. The Consultant shall report to the CEO of the Company on a regular basis during the said period.
- 2.3. The Consultant shall devote all the necessary time, in performing his duties and responsibilities under this Agreement, as shall be reasonably required by the Company.
- 2.4. The Consultant shall be responsible for maintaining, at Consultant's own expense, a place of work, any necessary equipment and supplies, and appropriate communications facilities.

3. Term and Termination

- 3.1. This Agreement may be terminated at any time by the Consultant or by the Company by giving the other party 30 days' advance notice in writing, provided that the Company may terminate this Agreement forthwith for Cause (as defined herein) without advance notice, without derogating from any other remedy to which the Company may be entitled. A termination for

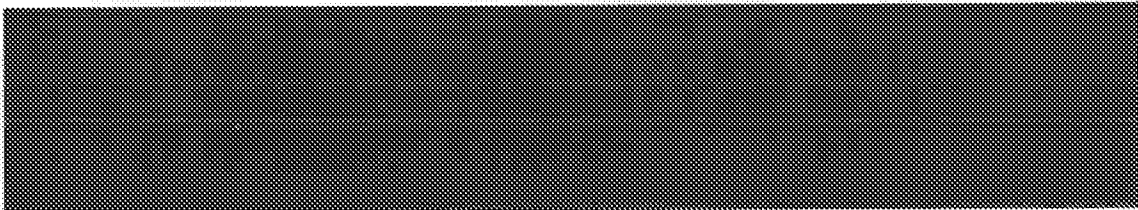
✓ J.L.

PATENT

REEL: 039225 FRAME: 0966

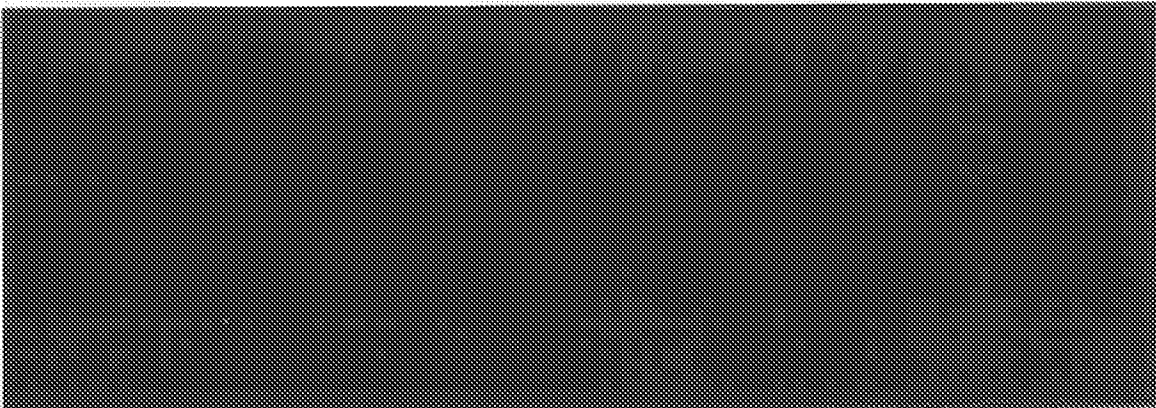
"Cause" is a termination due to: (i) the Consultant's conviction of any felony; (ii) a material breach of any provision of this Agreement or a material breach of trust by the Consultant; (iii) the Consultant's continuously disregarding of instructions of the Company with respect to the Consultant's performance of the Services; or (iv) embezzlement of funds of the Company or causing grave injury to the Company.

- 3.2. In the event of termination, the Consultant shall be entitled to Consulting Fees only in the event that he provides the Company with Services during such the notice period.



6. Confidentiality Undertaking.

Simultaneously with the signing of this Agreement, the Consultant shall sign the Undertaking in favor of the Company and any current and future subsidiary, affiliate and parent company of the Company, attached hereto as Schedule B.



Handwritten signature or initials



8. Warranties

The Consultant represents and warrants that:

- 8.1. Consultant does not have currently and shall not have during the term of the provisions of the Services, any outstanding agreement or obligation that is or will be in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof.
- 8.2. Consultant represents and warrants that the execution and delivery of this Agreement and the fulfillment of the terms hereof: (a) will not constitute a default under or conflict with any agreement or other instrument to which he or it is a party or by which he or it is bound, including without limitation, any confidentiality or non-competition agreement, and (b) do not require the consent of any person or entity.

[Handwritten signature]

- 8.3. Consultant shall not utilize, during the term of his engagement, any proprietary information of any of his current or previous employers.

9. Miscellaneous

- 9.1. Assignment. The Consultant shall not assign, transfer, pledge or otherwise in any way, any of his obligations or rights under this Agreement to any third party without the express prior written consent of the Company. The Company may assign any of its rights and/or obligations under this Agreement and it shall give written notice to the Consultant of such assignment, provided the assignor has assumed the Company's obligations under this Agreement.
- 9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and supersedes any other arrangement, understanding or agreement, verbal or otherwise. This Agreement may not be amended or modified except by the written consent of the parties hereto.
- 9.3. Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Israel (excluding its conflict of law principles) and the competent courts of Tel- Aviv shall have exclusive jurisdiction over any disputes arising hereunder.
- 9.4. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted thereunder must be in writing and shall be valid only in the specific instance in which given.
- 9.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 9.6. Notices. All notices hereunder will be in writing and shall be given by and be deemed received by the receiving party (i) if sent by a delivery service, on the date confirmed as the actual date of delivery by such service; (ii) if sent by registered air mail, return receipt requested, within seven (7) days of mailing; (iii) if sent by facsimile with electronic confirmation of transmission, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day; or (iv) if sent by e-mail with an electronic written confirmation of receipt, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day.

- 9.7. Survival. The provisions of Sections 6, 7, 7.5.1 and 9 of this Agreement, including the provisions of Schedule B, shall survive the expiration or other termination whatsoever of this Agreement, or the parties' relationship.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date hereof.

The Company:

The Consultant:

Nyxosah LTD

Itzik Mashiach

[Handwritten signature and stamp]
NYXOSAH LTD
514082726

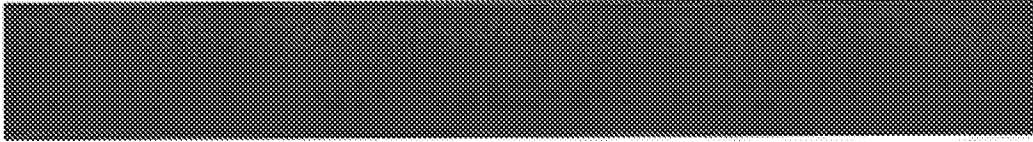
[Handwritten signature]

By: *On Ali Mashiach*

Title: *Director*

SCHEDULE A

SERVICES



SCHEDULE B UNDERTAKING

THIS UNDERTAKING ("Undertaking") is entered into as of the 14 day of October, 2012, by Itzik Mashiaeh, ID No. 058773235, an individual residing at 3 Almogan St, Kfar-Yona, Israel (the "**Consultant**").

WHEREAS, the Consultant wishes to be engaged by Nyxoah Ltd., an Israeli company (the "**Company**"); and

WHEREAS, it is critical for the Company to preserve and protect its Confidential Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights, and Consultant is entering into this Undertaking as a condition to Consultant's engagement with the Company.

NOW, THEREFORE, the Consultant undertakes and warrants towards the Company as follows:

References herein to the term "**Company**" shall include any of the Company's direct or indirect parent, subsidiary and affiliated companies, and their respective successors and assigns.

1. Confidentiality.

- 1.1. The Consultant acknowledges that Consultant has had and is expected to have access to information that relates to the Company, its business, assets, financial condition, affairs, 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, consultants, officers, directors, and shareholders. Confidential Information includes information in any form or media, whether documentary, written, oral, magnetic, electronically transmitted, through presentation or demonstration or computer generated. 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.
- 1.2. The Consultant acknowledges and understands that the engagement by the Company and the access to Confidential Information creates a relationship of confidence and trust with respect to such Confidential Information.
- 1.3. During the term of 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 party other than the

Company, any Confidential Information, other than with the prior express consent of the Company.

- 1.4. 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, as the case may be. 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.
 - 1.5. During the term of the Consultant's engagement with the Company, Consultant shall not remove from the Company's offices or premises any Confidential Materials unless and to the extent necessary in connection with the duties and responsibilities of Consultant and permitted pursuant to the then applicable policies and regulations of the Company. In the event that such Confidential Material is duly removed from the Company's offices or premises, Consultant shall take all actions necessary in order to secure the safekeeping and confidentiality of such Confidential Materials and return the Confidential Materials to their proper files or location as promptly as possible after such use.
 - 1.6. During the term of the Consultant's engagement with the Company, Consultant will not improperly use or disclose any proprietary or confidential information or trade secrets, and will not bring onto the premises of the Company any unpublished documents or any property, in each case belonging to any former employer or any other person to whom the Consultant has an obligation of confidentiality and/or non-use (including, without limitation, any academic institution or any entity related thereto), unless generally available to the public or consented to in writing by that person.
2. **Unfair Competition and Solicitation.** The Consultant acknowledges that in light of Consultant's position with the Company and in view of the Consultant's exposure to, and involvement in, the Services and proprietary information including, intellectual property) technologies, and goodwill and business plans related to such Services (the "**Company's Major Assets**"), the provisions of this Section 2 are reasonable and necessary to legitimately protect the Company's Major Assets, and are being undertaken by the Consultant as a condition to the engagement of Consultant by the Company. The Consultant confirms that Consultant has carefully reviewed the provisions of this Section 2, fully understands the consequences thereof and has assessed the respective advantages and disadvantages to the Consultant of entering into this Undertaking and, specifically,

Section 2 hereof. In light of the above provisions, the Consultant undertakes that during the term of the engagement with the Company and for a period of twelve (12) months thereafter:

- 2.1. Consultant shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which is reasonably likely to involve or require the use of any of the Company's Major Assets. Consultant confirms that engagement, establishment, opening or involvement, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company as conducted during the term of engagement or contemplated, during such term, to be conducted, is likely to require the use of all or a portion of the Company's Major Assets.
- 2.2. Consultant shall not, directly or indirectly, solicit, hire or retain as an employee, consultant or otherwise, any employee of the Company or induce or attempt to induce any such employee to terminate or reduce the scope of his or her engagement with the Company.
- 2.3. Consultant shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any consultant, service provider, agent, distributor, customer or supplier of the Company to terminate, reduce or modify the scope of such person's engagement with the Company.

3. Ownership of Inventions.

- 3.1. The Consultant will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, 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 or learned by the Consultant, either alone or jointly with others, during the Consultant's engagement with the Company (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.
- 3.2. 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.

- 3.3. The Consultant further agrees to perform, during and after engagement, all acts deemed reasonably necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing the Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Consultant's agents and attorneys-in-fact to act for and on Consultant's behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by the Consultant.
- 3.4. The Consultant shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration except as explicitly set forth in the consulting agreement between Consultant and the Company. Without limitation of the foregoing, the Consultant irrevocably confirms that the consideration explicitly set forth in this agreement is in lieu of any rights for compensation that may arise in connection with the Inventions under applicable law and waives any right to claim royalties or other consideration with respect to any Invention, including under Section 134 of the Israeli Patent Law - 1967. With respect to all of the above any, oral understanding, communication or agreement not memorialized in writing and duly signed by the Company shall be void.

4. General.

- 4.1. Consultant represents that the performance of all the terms of this Undertaking and Consultant's duties as a consultant of the Company does not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any former employer or other party (including, without limitation, any academic institution or any entity related thereto). Consultant acknowledges that the Company is relying upon the truthfulness and accuracy of such representations in employing the Consultant.
- 4.2. The Consultant acknowledges that the provisions of this Undertaking serve as an integral part of the terms of Consultant's engagement and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof.

- 4.3. Consultant recognizes and acknowledges that in the event of a breach or threatened breach of this Undertaking by the Consultant, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).
- 4.4. This Undertaking is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. The Consultant agrees that 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.
- 4.5. If any provision of this Undertaking is determined by any court or arbitrator 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. If such clause or provision cannot be so enforced, such provision shall be stricken from this Undertaking only with respect to such jurisdiction in which such clause or provision cannot be enforced, and the remainder of this Undertaking shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Undertaking. In addition, if any particular provision contained in this Undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.
- 4.6. 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.
- 4.7. This Undertaking constitutes the entire agreement between the Consultant and the Company with respect to the subject matter hereof. No amendment of or waiver of, or modification of any obligation under this Undertaking will be enforceable unless set forth in a writing signed by the Company. No delay or failure to require performance of any provision of this Undertaking shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Undertaking as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.
- 4.8. This Undertaking, the rights of the Company hereunder, and the obligations of Consultant hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights under this Undertaking. Consultant may not assign, whether voluntarily or by operation of law, any of its obligations under this Undertaking, except with the prior written consent of the Company.

IN WITNESS WHEREOF, the undersigned, has executed this Undertaking as of the date first mentioned above.

Printed Name:

ITZIK MASHIACH

Signature:

ITZIK MASHIACH