

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6747478

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DORIAN AVERBUCH	10/16/2001
RECEIVING PARTY DATA		
Name:	SUPERDIMENSION, LTD.	
Street Address:	14 SHENKAR STREET, POB 2045	
City:	HERZLIYA	
State/Country:	ISRAEL	
Postal Code:	46120	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17340258	
CORRESPONDENCE DATA		
Fax Number:	(303)581-6632	
<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:	303-530-2300	
Email:	rs.patents.two@medtronic.com, nrspone@carterdeluca.com, mail@carterdeluca.com	
Correspondent Name:	COVIDIEN LP	
Address Line 1:	5920 LONGBOW DRIVE	
Address Line 2:	ATTN: IP LEGAL	
Address Line 4:	BOULDER, COLORADO 80301	
ATTORNEY DOCKET NUMBER:	H-IL-00137US01CON	
NAME OF SUBMITTER:	JOSHUA ZARABI	
SIGNATURE:	/Joshua Zarabi/	
DATE SIGNED:	06/07/2021	
Total Attachments: 25		
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Application No.: 15/714,412
Attorney Docket No.: H-IL-00137 (1988-137)

CERTIFICATE OF TRANSLATION

I, Michelle Epstein, Attorney & Notary am competent to translate from Hebrew into English, and certify that the translation of Employee Agreement between Dorian Averbuch and Super Dimension dated October 16, 2001 is true and accurate to the best of my abilities.

Michelle Epstein
Advocate & Notary
License No. 29973
34/2 Weizmann Street, Petach Tikva
Tel: +972-54-6522782
Signature of Translator

Michelle Epstein
Name of Translator

34/2 Weizmann Street, Petach Tikva, Israel

Address of Translator

+972-54-6522782

Telephone Number of Translator

EMPLOYMENT CONTRACT

Executed And Signed In Herzalia On The 16th Of The Month Of October 2001

BY: Super Dimension Ltd.

Of 14 Shankar Street, P.O. Box 2045, Herzalia 46120

(Hereinafter: "The Company" or "The Employer")

Of the First Part

AND BETWEEN: Dorian Averbuch, I.D. 303944771

Of /4 Barak Street, Ramat Hasharon

(Hereinafter: "The Employee")

Of the Second Part

WHEREAS The Employee is interested in working for the Company as leader of the development group team (Hereinafter: "**The Position**");

AND WHEREAS The Company engages in the development, production and marketing of products in the Intra Body Navigation/ Mapping/ Localization Systems and uses thereof fields (Hereinafter: "**The Products**");

AND WHEREAS The Company is interested in hiring the Employee for the position;

AND WHEREAS The parties wish to organize their mutual rights and obligations within the framework of this employment contract.

THEREFORE IT IS AGREED AND STIPULATED BETWEEN THE PARTIES AS FOLLOWS:

1. Preamble

Initials

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- 1.1 The preamble to this contract and its appendices constitute an integral part hereof.
- 1.2 The headings of the sections in this contract are solely for convenience purposes, do not constitute part of the contract and no meaning will be attributed to them for the purpose of interpreting this contract and any of its provisions.

2. The Employment Framework

- 2.1 The start of employment in accordance with this contract will be November 11, 2001.
- 2.2 The first three months of the Employee's employment by the Company will be defined as a Trial Period ("The Trial Period").
- 2.3 The Employee will work at the Employer's offices, wherever they are housed from time to time (Hereinafter: "The Employment Location") or anywhere else within reason, of the company's decision. Upon performing the position, the Employee will be subordinate to the Employer or whoever is appointed for this purpose by the Employer, and will engage in the development of software and algorithms. It is agreed between the parties that the Employer may from time to time change the tasks the Employee is obligated to perform within the framework of performing his position.
- 2.4 During the employment period the Employee may not work for another Employer or be associated, directly or indirectly, with another dealing or business unless express and written approval to do so is given in advance by the Board of Directors, while stating the nature of the matter or matters that he may do so.
- 2.5 The Employee hereby undertakes to make use of the Employer's means solely for the purpose of performing his work and within the framework of his position. The Employer's means in this regard are: computers, software, tools, materials, telephone devices, fax, telex, books, databases, files and any other means serving the Employer to operate, produce or develop.
- 2.6 Without prejudicing the provisions in Section 2.3 above, the Employee undertakes to devote all of his skills, knowledge, experience and time to his work for the Employer and to act as best as he can to advance the Employer's business.

Initials

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3. **Wage**

In consideration for working for the Employer, the Employee will receive a Salary as defined in Section 1 of Appendix A to this contract, constituting an integral part hereof (Hereinafter: "The Salary").

4. **Hours of Work**

The Employee undertakes to be available to the Employer insofar as the employment terms and the position needs require, within reason, including but not limited to traveling and spending time abroad from time to time within the framework of his position.

5. **Accompanying Payments**

In addition to the Salary the Employee will be entitled to receive accompanying payments also detailed in Appendix A.

6. **Recuperation Pay**

The Employer will pay the Employee recuperation pay pursuant to the number of days per year and tariff per day fixed in the expansion order of the collective agreement in regard to recuperation pay whereby the application thereof was expanded to include all Employees in the economy.

7. **Vacation**

7.1 The Employee will be entitled to 22 paid vacation days per year.

7.2 The vacation dates will be coordinated with the Employer while considering the work needs, performance of projects and the market demands at that time.

7.3 The Employee will be entitled to accumulate vacation days up to a maximum number of vacation days he deserves for 2 years of employment. Should the vacation days not be used, the Employer may pay the Employee redemption of vacation.

8. **Sick Leave**

The Employee is entitled to payment of his Salary for sick days as fixed in the law and subject to furnishing appropriate medical certificates.

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9. **Option To Purchase Shares**

9.1 The Employee will receive an Option to purchase ____ (and in words: Two Thousand Seven Hundred and Fifty) Shares ("**The Option**") of Super Dimension Ltd ("**The Shares**"), at a price per share equal to the nominal value, i.e. NIS 0.1. It is clarified that any additional allotment of Company Shares will dilute the Employee's holdings percentage.

9.2 These Shares will be of the ordinary Shares class and without any voting rights. Upon exercising the Option, the Employee will sign a power of attorney empowering whoever is appointed by the Company Board of Directors to vote by virtue of all the Shares held by the Employee pursuant to the company's Board of Directors instruction. The power of attorney will be valid until the day the company's Shares are offered to the public.

9.3 The Option exercise period will be 4 years from the day the employment period begins as follows:

After two years of starting employment, and provided that the Employee is employed full time and continuously during the course of this period by the company, the Employee will be entitled to purchase 50% of the Shares that the Option refers to, i.e. ____ Shares.

At the end of 3 years of starting employment, and provided that the Employee is employed full time and continuously during the course of this period by the company, the Employee will be entitled to purchase 25% of the Shares that the Option refers to, i.e. ____ Shares.

At the end of 4 years of starting employment and provided that the Employee is employed full time and continuously during the course of this period by the company, the Employee will be entitled to purchase the remaining 25% of the Shares that the Option refers to, i.e. ____ Shares.

It is clarified that in the event the Employee's employment is terminated for any reason during the course of the first two years of starting employment, the Employee will not be entitled to purchase any Shares.

9.4 The Company may include the Option within the framework of a plan pursuant to Section 102 to the Income Tax Ordinance, and the Employee undertakes to sign any document necessary for this purpose.

10. **Loyalty and Confidentiality**

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- 10.1 The Employee undertakes to fulfill his position devotedly and loyally and to avoid any act and omission that may harm the Employer, its goodwill or hurt it.
- 10.2 The Employee undertakes to safeguard any equipment, computers, software, hardware equipment, diskettes, computer communication equipment, facilities, blueprints, flow charts, and any other item delivered to him or make available to him as a result of fulfilling his position for the Employer.
- 10.3 The Employee undertakes to notify the Company immediately of any matter or issue that he or his family members are associated with and in connection thereto a conflict of interests may arise between him and the Employer or any field that the Employer engages in.
- 10.4 The Employer hereby undertakes that during his employment period for the Employer and thereafter, he will not relay Confidential Information (as defined below), to any person or body outside the Employer, and he undertakes not to relay Confidential Information to other Employees of the Employer other than as necessary for the purpose of fulfilling his position, and not to make any use of the Confidential Information other than for his employment and to keep absolutely secret anything relating to the Employer's business and all of its affairs.

"Confidential Information" – in regard to this section is any information associated with the Employer, its technological developments, development and production processes, technological and/or business plans, products, correspondence with its customers, individuals or merely conducting negotiations with its customers, customers addresses, or any information associated with its customers business or dealings, including but not limited to details in this contract and including but not limited to the wage details herein, that the Employee learns of or reaches the Employee while fulfilling his position in connection with his employment and any other manner, provided that this information is not in the public domain (unless it became public domain following a breach of the Employee's undertaking or of any other Employee of the Employer, is also considered Confidential Information). Such information may be verbal information or written information in the form of magnetic films, discs, recordings, diskettes, cd's, computer programs, software, hardware products, blueprints, flow charts, productions plans, marketing plans, formulas, specifications, description of the production processes, or any other way existing today or that exists in the future. And may be in the form of experimental samples, prototypes, production samples or distribution versions. Similarly, the terms in this

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contract and the terms in any contract and/or summary relating to the Employee's employment with the Employer will be considered Confidential Information.

- 10.5 All the designs, programs, blueprints, records, diskettes, cd's, recordings, formulas, registered, materials, files and any other details that the Employee learns of incidental to fulfilling his position and in connection with his employment for the Employer, or any other manner, will at all times be the Employer's sole property and cannot be removed from the Employer's offices other than for the purpose of fulfilling the Employee's position and will be returned to the Employer at the end of employment, or earlier, if the Employer so demands.

11. Copyrights And Property Right In Inventions

- 11.1 The property rights in any Invention that the Employee discovers, develops, improves or invents or that he was privy to the Invention whereby the discovery or development thereof was made during the period of his employment or due to his employment for the Employer ("The Invention"), and copyrights over the Invention or any other product of the Employee's work, whether these rights can be registered pursuant to the law or not, will belong to the Employer, and the Employee will not be entitled to any consideration or royalties for the work product, the Invention or the use thereof.

It is agreed between the parties that in the event the Employee was given approval to engage in another business in accordance with Section 2.2. to this contract and in the event the Employee discovers, develops, improves or invents an Invention which pursuant to the provisions in this contract the Company has no rights therein, then the Employee undertakes to give the Company the first right of refusal to purchase this Invention.

- 11.2 If the Employer decides to protect the Invention by registering the patent in Israel or abroad, the Employee must cooperate with the Employer, and this including but not limited to signing any document and delivering any material or information insofar as necessary to file the application and to execute registration.
- 11.3 The provisions in Section 11.1 and 11.2 above will also apply to an Invention that the Employee discovers, develops or invents during a period of one year following the day the work relations between him and the Employer comes to an end for any reason, if the Employee uses or is assisted

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by information or material that is unique to the company, that he learns of or reaches him within the framework of his employment.

- 11.4 The Employee hereby confirms that he does not and will not have any rights, demands or claims in connection with such an Invention and/or developments, including but not limited to rights to payments and/or royalties, and that all the rights including but not limited to the rights to payments for the Inventions and/or the developments are the Employer's domain.

12. Termination Of The Employment Relations

- 12.1 Each party may bring the employment relations pursuant to this contract to an end by giving early Notice of 60 days to the other party, or 30 days during the course of the Trial Period ("The Notice", for the purpose of Section 12), and subject to the details below.
- 12.2 It is agreed between the parties that the Employer will be entitled to waive the actual work of the Employee during the period between the Notice and the day the Employee's employment is actually terminated pursuant thereto (Hereinafter: "The Early Notice Period"), in its entirety or in part, and the Employer may terminate the Employee's employment forthwith, provided that he pays the Employee the consideration for the Early Notice Period.
- 12.3 The Employee hereby undertakes that upon his employment being terminated for any reason, he will remit his position in an orderly manner to any person the Employer so instructs, and will deliver to the Employer all of the documents, plans, information, equipment and material that reached him or that he prepared in connection with his employment.
- 12.4 The Employee hereby undertakes that during a period of two years following the termination of the employment relations between him and the Employee, for any reason, and whether the termination of the relations was of the initiative of the Employer or the Employee, he will not be entitled, without obtaining early approval from the Company and in writing, to address or execute, directly or indirectly, himself or jointly with others or by others any development, production or marketing work, and all concerning the products or use of know-how acquired during the course of his employment in the Company – for customers who he was in contact with during his employment period in the Company and within the framework of his position.

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- 12.5 The Employee hereby undertakes that during a period of two years following the day his employment relations with the Employer ends, for any reason, whether the termination was of the initiative of the Employer or the Employee's initiative, he will not be entitled, without obtaining early approval from the Company and in writing, to employ or solicit to employ an individual who worked for the Company at the time the Employee's employment was terminated or for a period of 12 months preceding the date the Employee's employment was terminated.

13. No Competition

The Employee hereby undertakes that during the course of the employment relations and for a period of two years following the day the employment relations were terminated between him and the Employer, for any reason, whether the termination of employment was at the Employer's initiative or the Employee's initiative, he will not engage, without obtaining the early approval of the Company and in writing, directly and/or indirectly, and for a fee or without a fee, as a salaried Employee, self-employed, partner, consultant, as partial owner, agent, trustee, director or any other manner, in Israel or abroad, in any business which at that time was in the company's field of business and/or in connection with the products, and in particular the "Intra Body Navigation/ Mapping/ Localization Systems" and use thereof.

14. Refraining From Sexual Harassment And Harassment

The Employee hereby undertakes that he will refrain from any act of sexual harassment and harassment within the framework of the work relations and will do all he can to prevent such acts, and all this to create, together with the company, a sexual harassment and harassment free work environment.

15. General Provisions

- 15.1 From any payment the Employee receives from the Employer pursuant to this contract, any tax or mandatory payment deriving from any law will be deducted.
- 15.2 This contract nullifies any other contract and/or arrangement between the parties entered into before signing this contract and any right or payment that the Employee was entitled to, if not regulated in this contract, are null and void with the consent of the two parties.

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- 15.3 The parties addresses are as detailed in the preamble to this contract and any Notice by one party to the other will be considered as having reached its destination within Five work days of being delivered to be mailed by registered mail, and if hand delivered – upon actual delivery.
- 15.4 Any change to the provisions in this contract will be executed in writing and signed by the parties. Any change to the provisions in this contract that was not made in writing and signed by the parties will be invalid.

IN WITNESS WHEREOF THE PARTIES HERETO SET THEIR HANDS:

Super Dimension Ltd.

[Signature]

The Employer

[Signature]

The Employee (Name, Signature)

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APPENDIX A

1. Monthly Salary

- 1.1 The Employee's Monthly Salary (Hereinafter "The Monthly Salary") will be NIS _____ gross, as of the month of November 2001.
- 1.2 The Monthly Salary will be revised according to the increase in the cost of living on the dates and of the amounts required under the expansion orders relating to increases in the cost of living agreements between the Financial Organizations Coordination Office and the General Federation.
- 1.3 It is clarified that since due to the Employee's position he is not considered an Employee to which the Work and Rest Hours Law, 5711 – 1951 applies, the Monthly Salary will be global and no overtime will be paid to the Employee.

2. Executives Insurance

- 2.1 The Employer undertakes to insure the Employee under an executive insurance policy through an insurance agent to be determined by the Employer.
- 2.2 The Employer will contribute each month a sum equal to 5% of the Monthly Salary for pension, an amount equal to up to 2.0%, as required, of the Monthly Salary for loss of ability to work insurance, and an amount equal to 8.33% of the Monthly Salary for severance pay. The Employee on his part undertakes to contribute 5% of the Monthly Salary to execute insurance and hereby authorizes the Employer to deduct these amounts from his Salary and to transfer them to the insurance company.
- 2.3 The executive insurance policy will be owned by the Employer and will be transferred to the Employee's ownership upon his employment at the Company being terminated, provided that the termination of the Employee's employment was pursuant to the circumstances entitling him to severance pay by law.
- 2.4 It is hereby agreed that the Employer's payments to the executive insurance of a rate of 8.33% as detailed in Section 2.2 above, will replace the severance pay and will constitute full exhaustion of the Employer's obligations insofar as the obligation to pay severance pay pursuant to the law is concerned.

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3. Advanced Studies Fund

- 3.1 The Employer will remit each month an amount equal to 7.5% of the Monthly Salary, up to the tax exempted cap as revised from time to time, to an Advanced Studies Fund of its choice ("The Advanced Studies Fund").
- 3.2 The Employee on his part undertakes to transfer to the Advanced Studies Fund of the Employer's choice 2.5% of the Monthly Salary, up to the tax exempted cap as revised from time to time, and hereby authorizes the Employer to deduct these amounts from his Salary and to transfer them to the Advanced Studies Fund.
- 3.3 If and when the employment relations come to an end between the Employee and Employer, the Employee will be entitled to receive all the amounts accumulated to his credit in the Advanced Studies Fund.

4. Vehicle Maintenance / Travel

- 4.1 During the employment period and within one month of it commencing, the Employer will make available for the Employee's use, at the Employer's expense, an appropriate vehicle (Hereinafter "The Employer's Vehicle").
- 4.2 The Employer will finance the accompanying expenses such as fuel, services, repairs and an insurance policy (Hereinafter "The Accompanying Expenses"), associated with the use of the Employer's Vehicle by the Employee for his employment or within the framework of reasonable private use.
- 4.3 Nonetheless, it is clarified that the following payments will apply to the Employee: traffic violation fines and legal expenses due to the manner of use of the Employer's Vehicle by the Employee, if applicable, income tax on making the Employer's Vehicle available for the Employee's use, damages and accompanying expenses in the event of unreasonable private use of the scope or nature thereof (as determined of the Employer's discretion) and such like.
- 4.4 In regard to the deductible applicable in the event of damage to the Employer's Vehicle, whether the damage happened during the use of the Employer's Vehicle by the Employee for the purpose of his employment or within the framework of reasonable private use by the Employee of the

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Employer's Vehicle, and will apply as follows; 100% at the Employer's expense for the first damage incident each year of use, 50% at the Employer's expense and 50% at the Employee's expense for the second damage incident each year of use and 100% at the Employee's expense in the event of a third damage incident and so on and so forth each year of use. The start of the first year of use will be the date the Employer's Vehicle is made available to the Employee's use. It is noted that as on the date this contract is signed, the deductible amount is set at 400 US Dollars, and is subject to changes from time to time in accordance with the Employer's engagement terms with the various bodies.

- 4.5 The Employee undertakes to comply with all the conditions associated with the use of the Employer's Vehicle, such as the insurance policy terms, the agreement terms between the Employer and/or the Employee and the Lessor or the Employer's Vehicle dealer in the event the Employer's Vehicle is leased or rented, and such like (Hereinafter "The Associated Terms").
- 4.6 During the Notice period pursuant to Section 12 to the agreement, the Employer may pay the Employee a contribution to travel expenses of an amount of NIS ____ gross per month (Hereinafter "The Alternative Amount") and this instead of the Employee using the Employer's Vehicle, and similarly, instead of financing the accompanying expenses and any expenses associated with use of a vehicle by the Employer. The Alternative amount will be linked to the Consumer Prices Index, whereby the basic index will be that first published after the start of the Employee's employment at the Company date.
- 4.7 In the event the Employee's employment at the Company is terminated, for any reason, during the course of the first three years of the Employee first being employed by the company, the Company reserves the right to charge the Employee the following amounts, and this as a co-pay in the costs the Company actually sustains due to the termination of the use of the Employer's Vehicle by the Employee, if in fact sustained:

During the course of the first year of the Employee starting employment at the Company – up to 1800 US Dollars, during the course of the second year of the Employee starting employment at the Company – up to 1200 US Dollars and during the course of the third year of the Employee starting employment at the Company – up to 600 US Dollars.

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Employment Agreement

Made and signed in Herzliya on October 16, 2001

Between: **Super Dimension**
Of 14 Shenkar St., POB 2045, Herzliya 46120
(Hereinafter: "**the Company**" or "**the Employer**")

The first party

And: **Dorian Averbuch, I.D.** [REDACTED]
[REDACTED]
(Hereinafter: "**the Employee**")

The second party

WHEREAS The employee would like to work at the company in the position of team leader of a development group (hereinafter: "**the Position**");

WHEREAS The company develops, produces and markets products in the intra-body navigation/mapping/localization field and the uses thereof (hereinafter: "**the Products**");

WHEREAS The company would like to hire the employee for the position;

WHEREAS The parties would like to arrange the mutual rights and obligations thereof in this employment agreement;

Accordingly the parties have agreed and stipulated as follows:

1. **Preamble**

1.1 The preamble and appendices to this agreement constitute an inseparable part thereof.

1.2 The titles of the sections of this agreement are solely for the sake of convenience. They do not constitute a part of the agreement and no meaning is to be assigned thereto for the interpretation of this agreement and any provision of the provisions thereof.

2. **Outline of Employment**

2.1 The commencement of employment pursuant to this agreement will be November 11, 2001.

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
 - [REDACTED] [REDACTED]
 - [REDACTED] [REDACTED]
 - [REDACTED] [REDACTED]
- [REDACTED]
 - [REDACTED] [REDACTED]
- [REDACTED]
 - [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

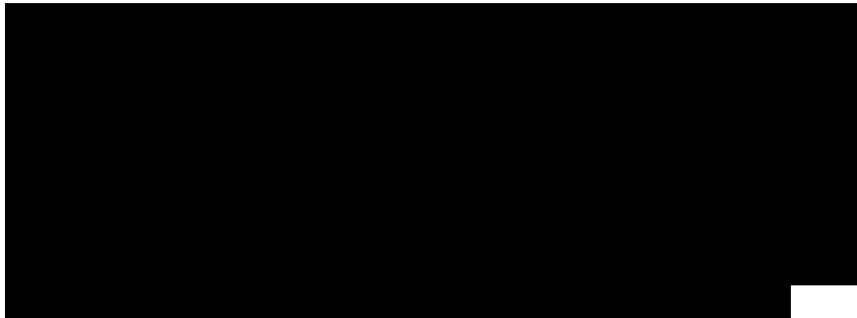
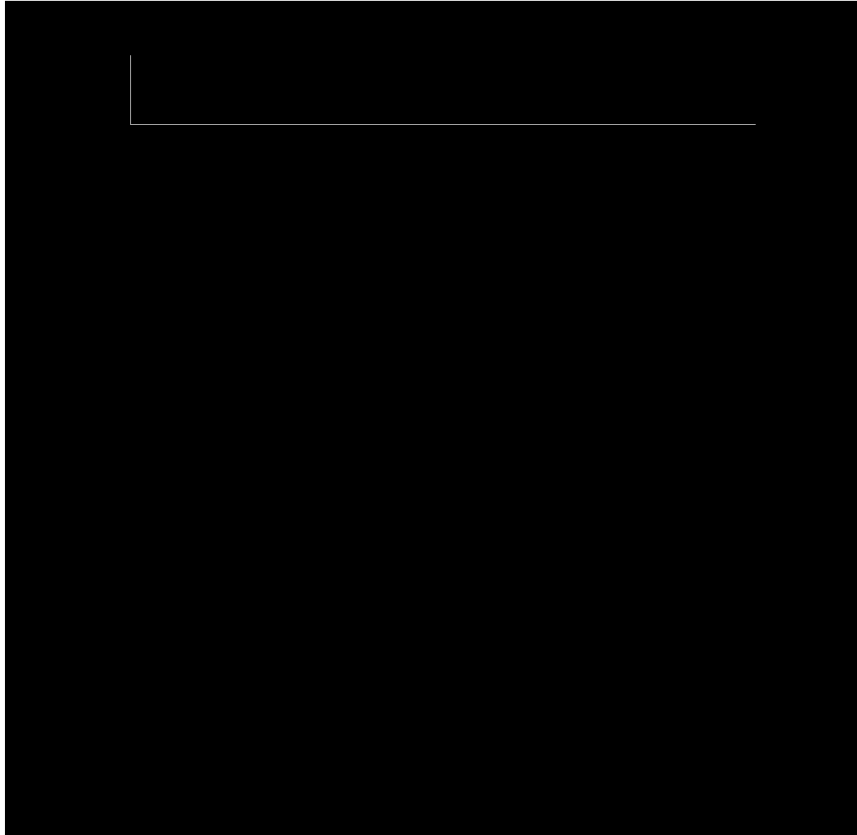
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[REDACTED]

[REDACTED]

[REDACTED]



11. **Copyrights and Proprietary Rights in Inventions**

- 11.1 The proprietary rights to each invention, which the employee discovers, develops, improves or invents or whereto the employee is a partner to the invention, the discovery or development thereof having been made during the period of his employment or as a result of his employment on behalf of the employer ("**the Invention**"), as well as copyrights of the invention or any other product of the employee's employment, whether or not these rights may be registered by law, will belong to the employer. The employee will not be entitled with respect thereto to any consideration or benefits whatsoever in respect of the fruit of his labor, the inventions or the use thereof.

The parties agree that, in the event that the employee is given authorization to work in another business, in accordance with section

- 11.2 If the employer decides to protect the invention by means of registering a patent in Israel or abroad, it will be incumbent on the employee to cooperate with the employer, including the signature of any document and delivery of any material or information insofar as necessary to submit an application and perform the registration.
- 11.3 The contents of sections 11.1 and 11.2 above will apply as well to any invention the employee discovers, develops or invents within the period of one year from the date that the employment connection between him and the employer reaches its conclusion for any reason whatsoever, if the employee uses or is assisted by information or material that is exclusive to the company, which has reached him or his knowledge within the context of the employment thereof.
- 11.4 The employee hereby confirms that he has no and will have no rights, demands or claims in connection with inventions and/or developments, as aforesaid, inclusive of rights to payments and/or benefits, and all rights inclusive of the rights to payments for the inventions and/or developments are the property of the employer.

PATENT
REEL: 056495 FRAME: 0021

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In Witness Whereof The Parties Have Signed:

(-) *STAMP:* Super Dimension Ltd.

Employer

(-)

Employee (Name and Signature)

חזקה עבודה

שומערך ונתחם: בהוצאה ביום 16 לחודש אוקטובר 2001

ב"ן:

סופר דיימנשון בע"מ
מרח' שנקר 14, ת.ד. 2045, הרצליה 46120
(להלן: "החברה" או "המעביד")

מצד אחד

ל"ב"ן:

דודיאן אברון, ת.ז. [REDACTED]
מרח' ברק 8/4, רמת השרון
(להלן: "העובד")

מצד שני

והעובד מעונין לעבוד בחברה בתפקיד של מוביל צוות בקבוצת הפיתוח (להלן: "התפקיד").

והואיל

והחברה נשקפה בפיתוח, ייצור ושיווק מוצרים בתחומי ניווט/מיפוי/מיקום פנים-גופיים ושימושיתם (להלן: "המוצרים");

והואיל

והחברה מעונינת להעסיק את העובד בתפקיד;

והואיל

וברצון הצדדים להסיר את זכויותיהם וחובותיהם ההדדיות בהסגרת חזקה עבודה זו.

והואיל

לפיכך הוסכם והוחלט בין הצדדים בדלשמו:

1. מבוא

1.1. המבוא לחזקה זה נוסף על פהקים חלק בלתי נפרד ממנו.

1.1

1.2. כותרות מעיפי חזקה זה באות לצורכי נוחות בלבד, אינן מהוות חלק מהחזקה ואין לנתן להן כל משמעות לצורך פירוש חזקה זה וכל הוראת מתורגמת.

1.2

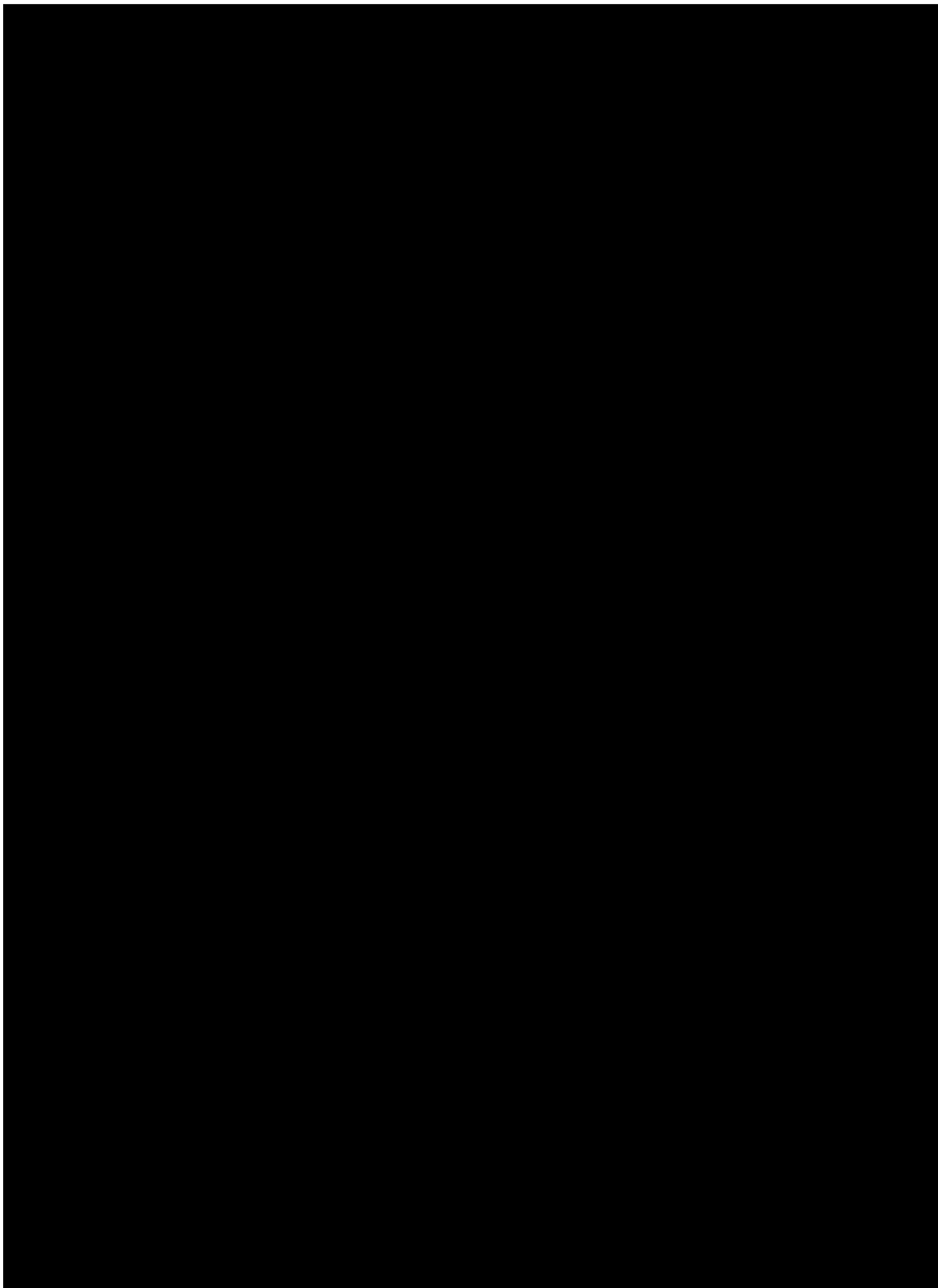
2. הסגרת החבדה

2.1. החזקה העבודה בהתאם לחזקה זה תהיה בתאריך 11 לנובמבר, 2001.

2.1

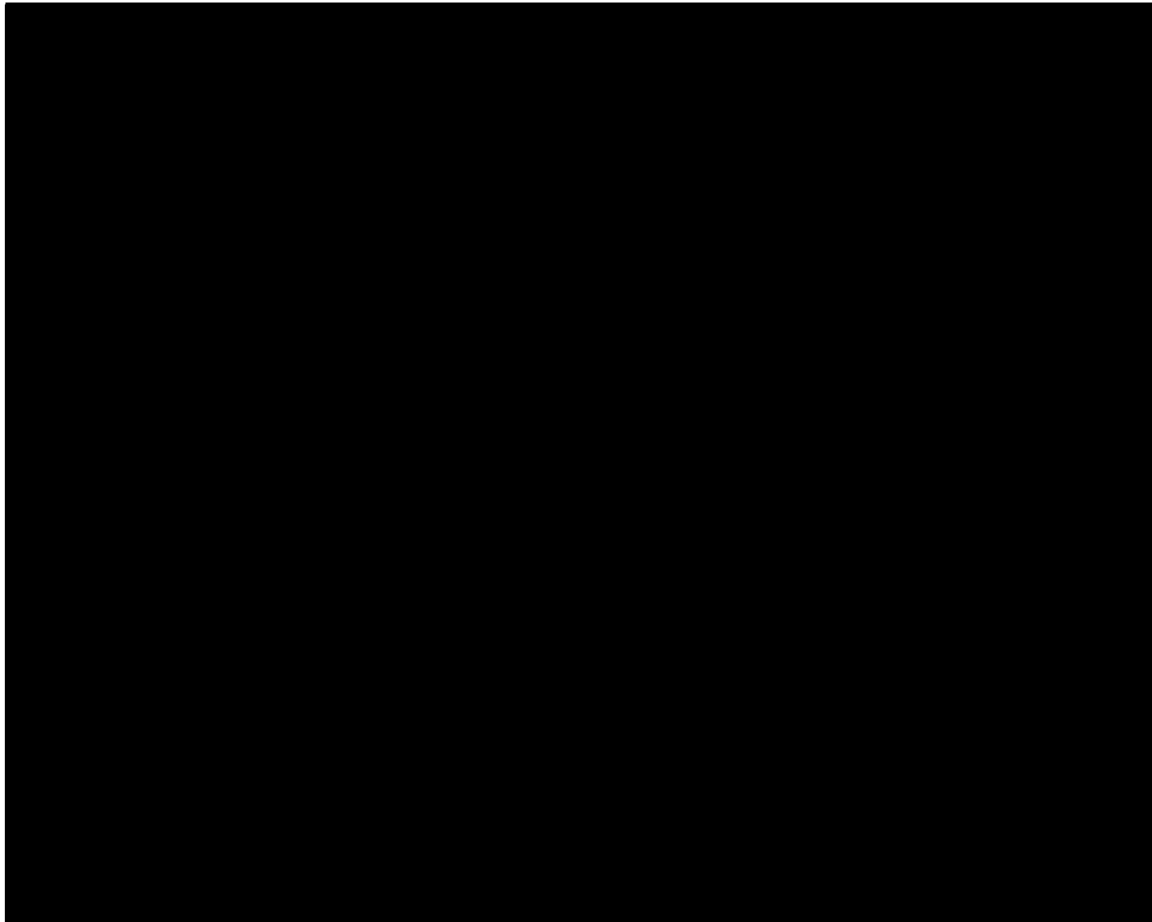
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זכויות יוצרים וזכויות קניין בהמצאות

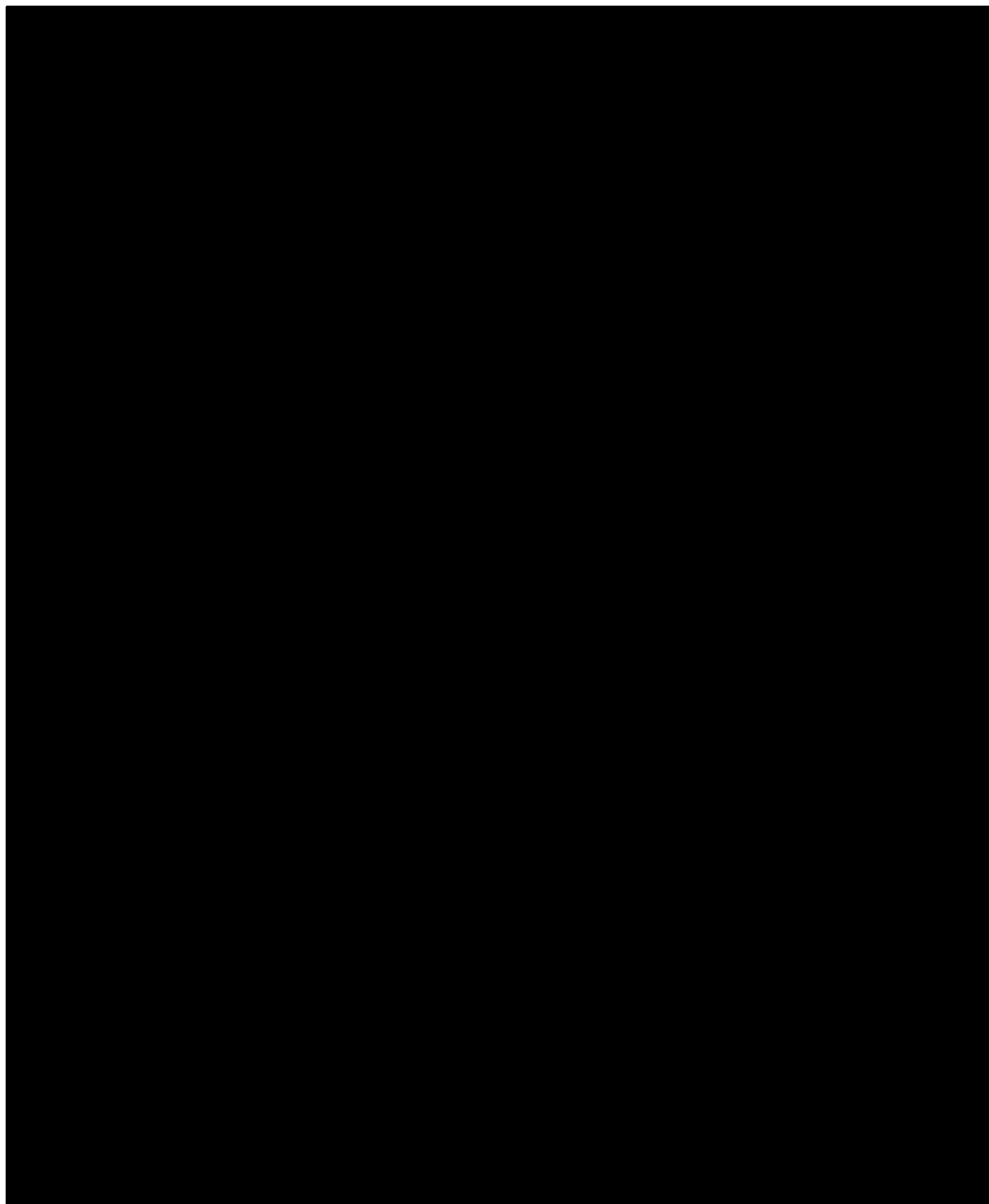
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- 11.1 זכויות הקניין על כל המצאה אשר העובד יגלה, יפתח, ישכלל או ימציא, או שיתיה שותף להמצאה אשר גילויה או פיתוחה נעשה בתקופת עבודתו או עקב עבודתו עבודתו עובד המעביד ("ההמצאה"), וכן זכויות היוצרים על ההמצאה או כל תוצר אחר של עבודתו של העובד, בין אם הזכויות האלה יהיו ניתנות לרישום מסיידין ואם לאו, יהיו שייכות למעביד, והעובד לא יהיה זכאי לגביהן לתמורה או תשלומים כלשהם בגין תוצר העבודה, ההמצאה או תפישתה בה.
- מטרתם בין הצדדים כי במידה שיינתן לעובד אישור לעסוק בעיסוק אחר בהתאם לסעיף 2.2 לחוזה זה ובמידה והעובד יגלה, יפתח, ישכלל או ימציא המצאה אשר לפי האסטרטגיה בחוזה זה אין לתבדה זכויות בו, אזי העובד מתחייב לתת לחברה זכות סיוע ראשונית על רכישת המצאה זו.
- 11.2 אם המעביד יחליט להגן על ההמצאה באמצעות רישום הפטנט בארץ או בחו"ל, יהיה על העובד לשותף פעולה עם המעביד, וזאת לרבות תמימה על כל מסמך ומסירת כל חומר או מידע ככל שידרש להגשת הבקשה ולביצוע הרישום.
- 11.3 והאסטרטגיה 11.2 ו 11.1 לעיל יחול אף על המצאה שהעובד יגלה, יפתח או ימציא תוך תקופה של שנה מיום שקדם העבודה בינו לבין המעביד יגיע לסיומו מכל סיבה שהיא, אם העובד ישתמש או יעזר במידע או בחומר ייחודי לחברה, שהגיע לידי או לידיעתו במסגרת עבודתה.
- 11.4 העובד מאשר בזה כי אין ולא יהיו לו כל זכויות, ורישומים או תביעות בקשר להמצאה ו/או לפיתוחים כאמור, לרבות זכויות לתשלומים ו/או תשלומים, וכי כל הזכויות לרבות הזכויות לתשלומים עבור ההמצאות ו/או הפיתוחים הינם נחלת המעביד.




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ולראיה באו הצדדים על חתומם:


העביר (שם, חתימה)


העביר
SHERIDAN CONSTRUCTION LTD.