

**General Terms and Conditions for Independent Activities
at the Carasso FoodTech Innovation Center**

1. Preamble

- 1.1 These terms and conditions apply by and between Technion Research and Development Foundation Ltd. (“**TRDF**”) and the party (“**Company**”), who signed a price quotation (“**Price Quotation**”) referring to these terms and conditions.
- 1.2 These terms and conditions together with the relevant Price Quotation constitute the full and entire understanding between the Company and the Center in connection with the subject matter of the Price Quotation (the “**Engagement**”).
- 1.3 Company is interested in using the equipment and facilities (the “**Equipment**”) of the Carasso FoodTech Innovation Center (the “**Center**”), for the activities of the Company to be performed independently by Company’s Authorized Representative, as defined below (the “**Activities**”), all as specified in the Price Quotation.
- 1.4 The Company hereby represents that it has provided the full and accurate information in connection with its intended Activities and thus allowed the Center to duly evaluate the risks and properly set the Price Quotation.
- 1.5 The Company acknowledges that the Price Quotation is executed by TRDF on behalf of the Center, located within the Technion - Israel Institute of Technology (Collectively with TRDF shall be referred to as “**Technion**”).

2. The Activities

- 2.1 The Company shall provide the Center with the details of all persons that are intended to perform the Activities on its behalf. The Center, in its sole discretion, may approve or reject any individual specified in such request.
- 2.2 Persons initially approved by the Center must undergo technical and safety training (“**Training**”) prior to and as a pre-condition to entering the Center, using the Equipment and performing the

Activities. Only Company’s personnel who have been approved and Trained will be entitled to enter the Center, use the Equipment and perform the Activities (the “**Company’s Authorized Representatives**”), all subject to these terms and conditions.

- 2.3 The Company’s Authorized Representatives shall follow the Center’s working and operating procedures and all safety instructions.
- 2.4 The Company is fully responsible for the Company’s Authorized Representatives’ compliance with these terms and conditions.
- 2.5 Company’s Authorized Representatives shall perform Activities solely for the Company and shall not be entitled to use the Equipment or perform Activities for any third party.
- 2.6 The Center and its Affiliates are not responsible for maintaining, documenting, storing or ensuring any back up of the results generated through the Activities or the use of the Equipment. The Company explicitly releases the Center and Technion from maintaining, documenting, or providing Company with any such documentation or results and the Center and Technion shall not be responsible or liable for any loss or destruction of such documentation or results.
- 2.7 The Equipment is available for use only during regular working hours, subject to prior booking and coordination with the Center. The Company acknowledges that the Center serves the Technion and their researchers, as well as other companies and entities and therefore availability may be postponed, and specific time slots cannot be guaranteed.
- 2.8 The Center is using reasonable efforts in order to keep the Equipment in good working condition and ready for use. Failures in the condition or operation of the Equipment or other defects do not constitute a breach by the Center and do not provide the Company with the right to make any claim against the Center and/or the Technion, as to the non-availability of the Equipment, or the right to claim for direct or indirect damages and losses.
- 2.9 The Company undertakes that the Company’s Authorized Representatives will immediately inform the Center in the event of

any malfunction and/or damage and/or any difficulties in using the Equipment.

2.10 Company acknowledges that the Center may perform and/or allow any third-party to perform activities similar to the Activities and is prohibited from the foregoing in any manner.

3. Use of Company Material in the Center

3.1 In the event that as part of the use of the Equipment, the Company will bring material (chemicals, biological or others) (the “**Company Material**”) into the Center, then the Company shall provide the Center with all the relevant information, including the nature of the Company Material, their composition, applicable terms of handling and storage, any safety and environmental requirements and any hazardous properties.

3.2 The Company represents and warrants that the Company Material are retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company has obtained all the permits and/or approvals required to hold, use, deliver and bring the Company Material into the Center.

3.3 The Company further represents that the Company Material are: (i) free of any allergens and other sensitive features or ingredients; and (ii) and that the Material and any ingredient thereof are not novel or innovative food, are not experimental and are duly approved and registered for marketing in Israel as food products. The Company further confirms that to the extent that the above representations are inaccurate (such as in the case that the Material constitutes or is comprised of novel or innovative food product or ingredient), then this is duly reflected and evident from the Price Quotation and undertakes to ensure that the delivery of the Material will be coordinated in advance with the Center.

3.4 Company shall not leave Company Material in the Center’s facilities without supervision. Storage of Company Material at the Center requires prior consent from the Center. The Center and Technion shall not be responsible for the safe keeping or the

condition of any Company Material during and after the end of this Engagement.

3.5 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Company Material, their delivery, handling, use and storage within the Center, and Company shall be fully and solely responsible and liable to any damage, including indirect, ancillary or consequential damage resulting therefrom (including to the Center and other third parties performing activities therein). The Company fully releases the Center, Technion and anyone on their behalf or anyone otherwise operating from the Center from any and all responsibility, liability and warranty in connection with the Company Material.

4. Use of Company Equipment in the Center

4.1 In case Company wishes to bring to the Center equipment to be used as part of the Activities (“**Company Equipment**”), the Company is obligated to specify prior to bringing such Company Equipment to the Center any relevant details including any required terms of use, safety requirements, installation requirements and other associated risks. Company shall be solely responsible for the inspection, supply, installation, and removal of the Company Equipment. Only the Company’s Authorized Representatives shall operate such Company Equipment.

4.2 No infrastructure modifications will be performed by or requested from the Center for the installation of Company Equipment.

4.3 Center has the sole discretion as to approving the installation and use of Company Equipment in the Center.

4.4 The Company represents and warrants that the Company Equipment is retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company has obtained all the permits and/or approvals required by law, as needed, to hold the Company Equipment, provide it, and use it as contemplated herein.

4.5 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Company

Equipment, and shall be fully and solely responsible and liable for any damage, including indirect, ancillary or consequential damage to Company Equipment or as a result of the supply, installation, use, operation and removal Company Equipment. The Company fully releases the Center and Technion and anyone on their behalf from any and all such responsibility, liability and warranty.

- 4.6 It is hereby clarified that the Center and Technion cannot guarantee or ensure the condition of the Company Equipment and are not responsible for the safe keeping, storage, operation and condition at any time.

5. Consideration

- 5.1 The Company undertakes to pay TRDF the following: (1) the cost of the Training of any and all Company's Authorized Representatives; (2) the cost of using the Equipment; (3) such additional costs incurred hereunder, all as per the Price Quotation (the "**Consideration**")
- 5.2 The Consideration will be calculated monthly in accordance with the Price Quotation, based on the Center's records and an invoice will be issued each month in arrears.
- 5.3 The Center may, from time to time, update its price list and the Price Quotation may be updated accordingly.
- 5.4 The invoice amount shall be paid by the Company within 30 (thirty) days. VAT shall be added to all payable amounts due by the Company. An advance payment may be required by the Center to be paid prior to the Company's entering the Center and start using the Equipment. Any delinquent payment shall bear interest in the rate applied by Bank Leumi Le'Israel to accounts for credit limit.
- 5.5 If the Company fails to pay fully and/or timely any of the payments, the Center and TRDF are entitled to immediately terminate the Company's right to access and use the Equipment and withhold the Results, the Company Material and Company Equipment located at or held by the Center. The above remedy does not derogate any of TRDF rights to pursue any other legal remedies and reliefs.

6. Intellectual Property, Confidentiality

- 6.1 TRDF confirms that all results generated solely by Company's Authorized Representatives in the scope of the Activities (the "**Results**") shall be the Company's exclusive property. No right or license is granted hereunder in any confidential information or intellectual property of the Center, the Technion or TRDF or anyone on their behalf or any third party operating from the Center.
- 6.2 To the extent that the Center facilitates and assists the Company with the Activities and the use of the Equipment, then, any methodology and methods of work which may be exercised by the personnel of the Center shall be the exclusive property of TRDF and no right is granted hereunder to the Company in connection therewith.
- 6.3 Due to the nature of the Center, the Company is aware that the Center and Technion cannot ensure or enforce the confidentiality of the Company's confidential information and are under no obligation or responsibility to do so.
- 6.4 The Company is hereby obligated to maintain in strict confidence all confidential or propriety information of the Center, its Affiliates or any third party operating from the Center, which may be disclosed to the Company or otherwise accessed, observed or learned by the Company, while attending the Center's facilities. The Company shall be responsible for ensuring that all Company's Authorized Representatives and anyone else on their behalf, shall comply with this commitment.

7. No Liability of the Center and Technion

- 7.1 This Engagement shall not be construed as creating any guarantee by the Center and Technion to any specific results or any success of performance of the Activities and/or of use of the Equipment.
- 7.2 The Center and Technion shall not bear any liability for damages and/or losses, whether direct or indirect, of any sort which may result from the Engagement hereunder, the Activities, Company's use of the Equipment, the Company Material, Company Equipment, the Results and the presence of Company's Authorized

Representative in the Center. Nothing herein shall derogate from the provisions above in connection with the Material and Company Equipment.

- 7.3 The Company declares that it owns an appropriate insurance from a reputable insurance company with sufficient financial coverage to cover its liability as well as Center, Technion, their personnel and any third party visiting or operating therefrom as set herein, including without limitation: (1) Employer’s liability insurance; (2) Third party liability insurance; (3) Property Liability insurance (if it brings also Company Equipment) – all to cover any and all damages which may occur due and in the scope of the Company’s Activities, including within the premises of the Center and the use of the Company Material, Company Equipment and the Equipment.
- 7.4 Prior to any Company’s Authorized Personnel entering the Center, Company shall provide the Center with insurance confirmation from a reputable insurance company in a form approved by the Center and attached to these terms and conditions.

8. Term and Termination

- 8.1 The terms and conditions set herein shall be in effect as of execution of the Price Quotation (“**Effective Date**”) and shall remain in effect for as long as the Engagement under the Price Quotation is in effect but in any event not later than one (1) year following the Effective Date, unless terminated earlier.
- 8.2 Each Party may terminate the Engagement by prior written notice of fourteen (14) days in advance.
- 8.3 Upon termination of this Engagement, for any reason, Company shall pay the Center all outstanding amounts for all costs generated in connection with the Engagement hereunder until the date of termination, as well as for non-cancellable costs incurred in relation to the use of the Equipment.

9. Miscellaneous

- 9.1 The Company is prohibited from using the name and/or logo of the Center or its Affiliates, including without limitation, publishing the

above-mentioned names and/or logos in relation with the results of the use of the Equipment, in any way, without receiving the prior written consent of the authorized personnel of TRDF.

- 9.2 The Company may not transfer its rights and/or obligations to any person, company, association, or corporation, unless it has received prior written approval from TRDF.
- 9.3 The relationship of TRDF and the Company shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.
- 9.4 Any amendments or addendums may be agreed in a written instrument executed by both Parties and signed by their authorized personnel.
- 9.5 Nothing in this Engagement shall grant a party the authorization or legal right to present the other party.
- 9.6 All notices hereunder shall be in writing and made by: (1) registered delivery; or (2) personal delivery; or (3) e-mail with receipt of confirmation that such transmission has been received.
- 9.7 This Engagement hereunder shall be governed by the laws of Israel. The competent court in Haifa, shall have sole and exclusive jurisdiction over any dispute arising thereof.

Name	Signature	Date
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