

## **General Terms and Conditions for the engagement of performing Services subject to specific Price Quotation**

### **1. Preamble**

- 1.1 These terms and conditions apply by and between Technion Research and Development Foundation Ltd. (“**Service provider**”) 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 a full and entire understanding between the Company and the Service provider in connection with the subject matter of the Price Quotation.
- 1.3 Company wishes to retain Service Provider for the performance of certain services, as specified in the Price Quotation signed by Company (the “**Services**”).
- 1.4 The Company is solely responsible for providing full and accurate information (“**Information**”) to the Service Provider for the performance of the Services.
- 1.5 If the Company is authorized to bring food products, ingredients or materials into the Center under the Price Quotation, then, the Company shall provide the Service Provider with such product, ingredient or material as necessary to perform the Services (“**Material**”). Company shall be responsible to timely provide the Material in sufficient quantity and appropriate quality to allow the Service Provider to perform the Services. Company shall be responsible for delivering the Material to the Service Provider in suitable condition and shall provide Service Provider with any applicable specifications, instructions regarding handling and storage and safety conditions relevant for use of the Material by the Service Provider hereunder.
- 1.6 The Company warrants that they have all rights, permits and approvals to possess the Information and the Material and to provide the foregoing to Service Provider for performance of the Services.

- 1.7 The Company represents that the Material is free of any allergens and other sensitive features or ingredients 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 a novel or an 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 head of the Carasso FoodTech Innovation Center.

### **2. Performance of the Services**

- 2.1 Service Provider shall perform the Services in accordance with the Price Quotation, and in accordance with all applicable Israeli laws and regulations (taking into consideration the Information provided by the Company).
- 2.2 Service Provider shall inform Company of any difficulties which may arise in the scope of performing the Services.
- 2.3 Company shall bear full responsibility for any difficulties that so arise and any changes which may occur in the performance of the Services.
- 2.4 Company acknowledges that Service Provider may render similar services to any third-party and is under no obligation to avoid rendering services which are of the same nature, provided that it does not disclose any Company’s Confidential Information, as defined below.

### **3. Consideration**

- 3.1 Company is obligated to pay the Service Provider the consideration related to the Services performed by the Service Provider as detailed in the Price Quotation.
- 3.2 Payments shall be due within thirty (30) days of the relevant invoice issued, unless it is agreed that an advance payment is due prior to

the commencement of the Services. Any delinquent payments shall bear interest at the rate applied by Bank Leumi LeIsrael to account for credit limit.

- 3.3 In the event Company fails to pay fully and/or timely any of the payments, the Service Provider is entitled to immediately cease any of the Services and withhold the Results of the Services (as defined hereinafter) without derogating from any other legal remedy and/or right.

#### **4. Intellectual Property, Confidentiality**

- 4.1 Each of the Parties shall remain the sole owner of any intellectual property rights it developed or acquired prior to or outside the scope of this engagement, even if disclosed to the other Party for the purpose of providing the Services.
- 4.2 The Service Provider shall be entitled to use the intellectual property of the Company (such as the intellectual property underlying the Material) and Company's Confidential Information solely for the performance of the Services.
- 4.3 In addition, subject to Company's full and timely payment of all outstanding consideration, the Service Provider shall provide Company with the deliverables specified in the Price Quotation and directly result from the Services (the "**Results**") which shall be owned solely by Company.
- 4.4 Notwithstanding the above, Service Provider shall own any and all methodologies, protocols, techniques, procedures and processes which may be used and/or developed for and during the performance of the Services.
- 4.5 Due to the nature of the Service provider, the Company is aware that the Service provider cannot ensure or enforce the confidentiality of the Company's confidential information and is under no obligation or responsibility to do so.
- 4.6 The Company is hereby obligated to maintain in strict confidence all confidential or propriety information of the Service provider, its Affiliates or any third party operating from the Service provider, which may be disclosed to the Company or otherwise accessed,

observed or learned by the Company, while attending the Service provider'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.

#### **5. No Liability of the Service Provider**

- 5.1 Service Provider is not responsible and does not guarantee the success of the Services. Service Provider does not warrant that the Services and the Results thereof shall be useful in any manner.
- 5.2 Service Provider shall not bear any liability for losses and damages of any sort which may be caused to or arise in relation to this engagement, to the Company or any third-party as a result from the Services and/or the Results and the use thereof.
- 5.3 Each Party declares and warrants that it possesses sufficient and adequate insurances to cover all damages, losses and risks which may occur in the scope of and due to the Services in such amounts as reasonably prudent and customary in the business of conducting the activities set under this engagement.

#### **6. Term and Termination**

- 6.1 The Terms and Conditions set herein shall be in effect as of Company's signature of the Price Quotation ("**Effective Date**") and shall remain in effect for a period of one (1) year, unless terminated earlier as set forth below.
- 6.2 Each Party may terminate this Engagement by prior written notice of thirty (30) days in advance.
- 6.3 Upon termination of this Engagement, for any reason, Company shall pay Service Provider all outstanding amounts for all costs generated in the performance of the Services until the date of termination, as well as for non-cancellable costs incurred in relation to the Services.

7. **Miscellaneous**

- 7.1 The Terms and Conditions set herein shall apply to the engagement by the Company of the Service Provider for the performance of Services covered in the relevant Price Quotation signed and accepted by the Company (“**Terms and Conditions**”, “**Engagement**”). The Terms and Conditions together with the relevant Price Quotation constitute the full and entire understanding between the Company and the Service Provider in connection with the subject matter of the Price Quotation.
- 7.2 The Terms and Conditions set herein shall prevail over any other terms or the Price Quotation.
- 7.3 The Service Provider is an independent contractor and the relationship between the Parties shall not be deemed as employer-employee relationship.
- 7.4 Company is restricted from using the name and/or logo of the Service Provider, including the name and/or logo of the Technion – Israel Institute of Technology, Technion Research and Development Foundation Ltd, the specific laboratory/ center which performs the Services, any Technion member and the like, in any matter, without receiving the prior written consent of the authorized personnel.
- 7.5 Any amendments or addendums may be agreed in a written instrument executed by both Parties and signed by their authorized personnel.
- 7.6 Nothing in this Engagement shall grant a Party the authorization or legal right to represent the other Party.
- 7.7 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.
- 7.8 This Engagement and the Services performed 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.

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