

Sutok Terms & Conditions
for
Purchase of Services

Valid as of 26.12.2024

These terms and conditions (“T&Cs”) apply to Sutok’s purchase of all Services, unless Sutok and the Service Provider have entered into a separate agreement that does not refer to these terms and conditions in which case that separate agreement shall govern the relationship of Sutok and the Service Provider.

1. Definitions

As used herein, the following capitalized terms shall have the meanings ascribed to them below:

- 1.1. “**Applicable Laws**” shall mean all applicable laws, rules and regulations governing the provision of the Services in addition to these T&Cs, as may be amended from time-to-time.
- 1.2. “**Background IPR**” shall mean any IPR underlying any Deliverable that was already developed by or properly licensed to the Service Provider without connection to the Services provided to Sutok or that will be developed by the Service Provider without connection to such Services.
- 1.3. “**Basel Convention**” shall mean the Basel Convention on the Control of Transboundary Movements Of Hazardous Wastes And Their Disposal adopted on 22 March 1989 by the Conference of Plenipotentiaries in Basel, Switzerland, including its annexes and as any part or all thereof may be amended or replaced from time-to-time.
- 1.4. “**Deliverable**” shall mean any documents, test reports, analysis, certificates, computer software, equipment, instruments and all other work that will be created, or are to be obtained by the Service Provider and delivered to Sutok as part of the Services.
- 1.5. “**Disposal**” shall mean the disposal of Waste in full compliance with Annex IV of the Basel Convention and with all other Applicable Laws.
- 1.6. “**Foreground IPR**” shall mean any new IPR created by the Service Provider in connection with the provision of the Services to Sutok.
- 1.7. “**IPR**” shall mean all intellectual property rights of any kind, including without limit, patents, copyrights, moral rights, design rights, industrial rights, trade secrets, Confidential Information, goodwill and any and all similar intangible rights of any kind wherever they may subsist throughout the world.
- 1.8. “**Material**” shall mean the specific materials in respect of which the Services are ordered, as specified in the PO.
- 1.9. “**MSDS**” shall mean Material Safety Data Sheet for hazardous Material.
- 1.10. “**Offer**” shall mean any formal offer for Services issued to Sutok by the Service Provider referenced in or attached to the PO.

- 1.11. **“Party”** shall mean each of Sutok and the Service Provider individually and the **“Parties”** shall mean both of them collectively.
- 1.12. **“Permits”** shall mean any license, permit, approval and registration of any kind that a Party must hold according to Applicable Law in order for that Party to either conduct its business, hold, own or control certain Material, facilities, tools or equipment or in order to perform certain activities.
- 1.13. **“PO”** shall mean a purchase order for Services issued by Sutok to the Service Provider.
- 1.14. **“Valuable Material”** shall mean any materials and substances that are obtained from Treatment of the Material that have resale value.
- 1.15. **“Service Provider”** shall mean the Party that is noted in the PO as being the party from whom the Services are ordered under the PO.
- 1.16. **“Services”** shall mean those services that are described in a PO issued to the Service Provider, including where the services are described in an Offer or other document that is referred to or attached to the PO.
- 1.17. **“Specifications”** means a full written technical description of Material or of Valuable Material, including without limit, its weight and chemical properties.
- 1.18. **“Sutok”** shall mean Sutok Environmental Engineering Ltd. a company incorporated under the laws of Israel.
- 1.19. **“Treatment”** shall mean the recycling, reclaiming, regeneration and other treatment of Material ordered by Sutok under a PO.
- 1.20. **“Waste”** shall mean the material and substances that are left after completion of Treatment of the Material and which are to be Disposed.

2. Applicability

- 2.1. These T&Cs shall apply to all POs issued by Sutok to the Service Provider, except for POs issued under a separate written agreement that is entered into between Sutok and the Service Provider, in which case only the terms of the separate agreement will apply.
- 2.2. If there is any discrepancy between any part of a PO and these T&Cs, the terms of the PO shall prevail, but only to the minimum extent necessary to put the terms of the PO into effect.

3. Formation of a Contract

- 3.1. Acceptances of POs shall be transmitted to Sutok by email at the following address: maor@sutok.co.il.
- 3.2. Nothing in the acceptance of a PO by the Service Provider or any other notice or document issued by the Service Provider shall be construed as incorporating into the PO any other terms and any such attempt to incorporate any other terms into the PO by any means is rejected, even if not expressly rejected by Sutok.

- 3.3. Until a PO is accepted in the manner provided in Section 3.1 above, Sutok shall be entitled to formally withdraw the PO at any time by providing written notice of withdrawal to the Service Provider.
- 3.4. Once the PO has been accepted, the PO, together with these T&Cs and any applicable Offer shall form an individual contract pursuant to which the Service Provider shall provide Sutok with the Services and Sutok shall pay for the Services, all pursuant to the terms contained therein (the “**Contract**”).

4. Service Provider’s Obligations

- 4.1. The Service Provider shall provide Sutok with the Services and Deliverables that are the subject of a Contract entered into in accordance with Section 3.1 above.
- 4.2. In providing the Services, the Service Provider shall act in accordance with Sutok’s instructions and in accordance with the instructions of any representative of Sutok’s customer that Sutok has indicated to the Service Provider. However, the Service Provider shall not take any action requested by the customer that in any way contradicts the terms of the Contract or any explicit instructions provided by Sutok. Should the customer provide the Service Provider with any instructions that should not be followed according to the previous sentence, then the Service Provider shall inform Sutok immediately thereof and comply with Sutok’s instructions with respect thereto.
- 4.3. The Service Provider shall provide the Services to Sutok in a timely manner, in accordance with all requirements set out in the Contract, to high professional standards as generally accepted by industry professionals and in full compliance with all Applicable Laws.
- 4.4. The Service Provider shall ensure that all of its personnel that provide the Services are appropriately qualified and experienced for their roles.
- 4.5. The Service Provider shall ensure that it has all of the necessary tools, equipment, materials and facilities required to provide the Services in accordance with Applicable Law and accepted industry practices.
- 4.6. Upon request, the Service Provider shall provide Sutok with copies of any reports or other filings it makes in compliance with Applicable Laws in connection with the Services. The Service Provider shall keep copies of all such reports and filings for at least five years, but not for less than required under Applicable Law.
- 4.7. The Service Provider shall ensure that it holds all Permits that are required for providing the Services under Applicable Law. The Service Provider shall ensure that all such Permits are at all relevant times in full force and effect and, where required, are timely renewed while the Services are still being provided to Sutok. While providing the Services, the Service Provider shall work solely within the scope and authority of all Permits it holds. Upon any request by Sutok, the Service Provider shall provide Sutok with copies of its Permits.

- 4.8. The Service Provider shall act with full transparency and keep Sutok updated in a timely manner on the progress of the Services, any difficulties encountered and means used to counter such difficulties.
- 4.9. Where the PO sets out a timetable or milestone schedule pursuant to which the Services and any Deliverables are to be provided, then the Service Provider shall meet such timetable or milestone schedule deadlines and time shall be of the essence. However, the Service Provider shall not be penalized for delays caused directly by Sutok failing to complete any preparations for the Services, or failing to provide the Service Provider with any information, documentation or Material within a reasonable time or within any time actually specified in the Contract. Where delays are caused by Sutok, then any timetable or milestone schedule to which the Service Provider must comply shall be equitably adjusted as reasonably required so that the Service Provider is not affected by the delay.
- 4.10. Any Deliverables to be delivered to Sutok under the Contract shall meet the requirements set out in the PO, shall be complete and accurate where presenting factual matters (such as, without limit, in the case of test results, materials analysis, etc.), shall meet all requirements that the Deliverables must meet under Applicable Law and content contained in Deliverables shall not include any copyright, confidential information or any other intellectual property rights of a third party without that third party's prior written approval. Unless a PO provides for a specific means of delivery, the Service Provider shall deliver Deliverables electronically in a format agreed with Sutok.
- 4.11. Where Services are to be provided in whole or in part at Sutok's premises or at the premises of a customer of Sutok, the Service Provider shall ensure that it complies with all health and safety rules, standards and instructions of Sutok, or the customer, as the case may be, and in accordance with industry accepted practices and standards to ensure health and safety.

5. Services Involving Handling of Material

- 5.1. Where Services require the Service Provider to directly handle Material, the Service Provider shall take all necessary precautions required under the circumstances and in accordance with all Applicable Law and in accordance with accepted industry standards relating to the handling of the Material and provision of the Services.
- 5.2. Should the Contract or Applicable Law provide that Sutok's customer or another party complete any preparatory work required before the Service Provider may provide the Services, such as without limit, ensuring Material is properly packaged before transportation Services, then the Service Provider shall be responsible to verify as best as it can under the circumstances that such preparatory work has been completed properly before it undertakes the Services. Should the Service Provider have reason to suspect that any required preparatory work has not been completed as aforesaid or the Service Provider has reason to believe that there are other circumstances that will

prevent it from properly providing the Services in accordance with the Contract, then it shall notify Sutok thereof in writing, providing as much detail as possible as to what the issues are, following which it shall cooperate with Sutok and assist in Sutok's communications with the customer or other parties so that the issues raised may be verified and resolved or dispelled so that the Services may be provided in the manner required under the Contract and Applicable Law.

- 5.3. Where the Service Provider is located outside of Israel and must receive the Material in order to provide the Services, then Sutok shall be responsible for arranging for the Material to be transported to the Service Provider, in accordance with the delivery terms stated in the PO, unless the PO refers to another party as being responsible for arranging the transport in which case Sutok will coordinate with that party to ensure it is informed as to when and where to arrange transportation. Sutok or the party named in the PO as exporter shall be responsible for obtaining all Permits required under Applicable Law in order to export the Material from Israel while the Service Provider shall be responsible for obtaining all Permits required under Applicable Law to import the Material into the country in which it will be providing the Services.
- 5.4. Where required under the Basel Convention, the Service Provider shall enter into the Basel Convention's Notification Contract with Sutok or Sutok's customer, as Sutok shall indicate to the Service Provider in writing.
- 5.5. Where required by Applicable Law, Sutok shall provide the Service Provider with MSDS for Material to be handled by the Service Provider.
- 5.6. If Services include any delivery of Valuable Material to Sutok, such delivery shall be made either to Sutok's bonded warehouse or by drop-delivery to Sutok's customer, as set out in the Contract, and shall be made in accordance with the relevant delivery term set out in the Contract and where required by Applicable Law, the Service Provider shall provide Sutok with the MSDS for the Valuable Material. In such circumstances, the Service Provider shall coordinate delivery with Sutok.

6. Testing

The Following procedure shall apply for acceptance of Material, whether this is acceptance by the Service Provider of Material delivered to it in respect of which it will render Services or acceptance of Valuable Material delivered to Sutok or to a customer or purchaser of Valuable Material from Sutok (each, a "**Customer**"). For the purposes of this Section 6: (i) where Sutok delivers Material to the Service Provider, then "**Supplier**" shall mean Sutok and "**Recipient**" shall mean the Service Provider; and (ii) where the Service Provider delivers Valuable Material to Sutok or any Customer, then "**Supplier**" shall mean the Service Provider and "**Recipient**" shall mean Sutok or the Customer, as Sutok may decide at its discretion. In this Section 6, "**Material**" shall mean either Material or Valuable Material, depending on the context.

- 6.1. The Recipient shall have 30 days from its receipt of the Material to it to test the Material to confirm it meets the relevant Specifications and notify the Supplier in writing if the Material does not meet all Specifications, providing written details of the non-conformance and including relevant laboratory test reports supporting the Recipient's claims (each, a "**Specifications Default Notice**"). The Specifications Default Notice shall also state the consequences of the non-conformance, which shall conform to the relevant provisions of the PO regarding non-conformances (the "**Default Changes**"). Should no Specifications Default Notice be received within the 30 days of the Recipient's receipt of the Material, the Recipient will be deemed to have accepted the Material.
- 6.2. The Supplier shall have 7 days following receipt of a Specifications Default Notice to decide whether to accept or reject any of the technical findings contained in the Specifications Default Notice. Should the Supplier reject the technical findings of the Specifications Default Notice, then it shall provide written notice thereof to the Recipient, stating its reasons therefore (a "**Supplier Counter Notice**"). Should a Supplier Counter Notice not be sent within 20 days of receipt of a Specifications Default Notice, then the Supplier shall be deemed to have accepted the contents of the Specifications Default Notice in full.
- 6.3. If following a Specifications Default Notice and Supplier Counter Notice the Parties fail to agree on whether or not the Material meets the Specifications, either Party may refer the question to an independent third party expert laboratory in the testing and analysis of such Material, the identity of which is agreed on by both Parties (the "**Expert**") in order to analyze the Material and determine if it meets the relevant Specifications. The Expert's analysis shall be provided in a written report and will be binding on the Parties. The costs of the expert shall be borne equally by the Parties.
- 6.4. Where Material has been rejected and such rejection stands following the procedure set out in this Section 6, the Supplier and Recipient shall cooperate with each other and coordinate the return of the Material to the Supplier or to any other destination determined by the Supplier in accordance with Applicable Law, which shall be at the expense of the Supplier, unless Sutok is the Supplier and Sutok or its customer has caused the issuance of a bank guarantee in accordance with the Basel Convention and Applicable Law and the beneficiary exercises its rights under the bank guarantee, then Sutok shall not be required to cover those costs covered by the exercised bank guarantee.

7. Title; Risk of Loss

- 7.1. Title and Risk of loss to the Material transfers to the Service Provider at the delivery point in accordance with the applicable Incoterm under the Contract.
- 7.2. Where Services include the extraction of Valuable Material, title to the Valuable Material shall remain with Sutok regardless of transfer of title to the Material under Section 7.1, unless the Service Provider is purchasing the Valuable Material, in which case transfer of title in the Valuable Material to

the Service Provider shall take place following Sutok's receipt of payment for the Valuable Material under Section 9 below.

8. Subcontracting

The Service Provider shall be entitled to engage with subcontractors to provide the Services provided that: (i) all subcontractors must first be approved in writing by Sutok, at Sutok's sole and absolute discretion; (ii) all subcontractors must enter into written subcontracting agreements with the Service Provider in any form approved in writing by Sutok; and (iii) the Service Provider shall remain solely responsible to Sutok for all work performed by subcontractors and for all actions or omissions of the subcontractor that would constitute a breach of Contract or an act of negligence or of misconduct by the Service Provider if such act or omission had been perpetrated by the Service Provider rather than the subcontractor. Nothing in any approval of a subcontractor by Sutok shall be construed as excusing or limiting the Service Provider's liability for the acts or omissions of a subcontractor as aforesaid.

9. Price and Payment Terms.

- 9.1. In full and final consideration for the Services rendered to Sutok under a Contract, Sutok shall pay to the Service Provider, the service fees as set out and described in the relevant PO (the "**Fees**"). Payment terms are also as set out in the PO and where the PO does not state payment terms, then payment of the Fees shall be made in full upon completion of the Services and within 60 days of Sutok's receipt of an appropriate tax invoice. Any VAT or similar sales taxes that are to be paid by Sutok in respect of the Fees according to Applicable Law shall be added to the relevant invoice and also paid by Sutok.
- 9.2. Unless stated otherwise in the PO, Fees are intended to cover all costs of the Service Provider in providing the Services and the Service Provider shall not be entitled to reimbursement of any additional costs incurred in provision of the Services without Sutok's prior written approval.
- 9.3. Where the Fees are charged at an hourly rate, the Service Provider shall provide Sutok, together with the invoice, a detailed time report in a form approved by Sutok.
- 9.4. Sutok shall be entitled to set off from the Fees any amount payable to Sutok that may be owing to Sutok from the Service Provider under any Contract entered into between them.
- 9.5. Price of Valuable Materials purchased by the Service Provider payable to Sutok shall be as provided in the PO and shall be payable by Service Provider to Sutok within 30 days of receipt of an appropriate tax invoice.
- 9.6. Where Services include the sale of Valuable Materials to purchasers for Sutok, if the price is paid to the Service Provider rather than directly to Sutok, then the Service Provider shall forward all amounts received from the purchaser to Sutok within the next 15 days.
- 9.7. Sutok shall be entitled to withhold from the payment of Fees any tax or other amount it is required to withhold from payment to the Service Provider under

Applicable Law. Should the Service Provider provide Sutok with any appropriate document from a competent tax authority that exempts or reduces any required amount to be withheld, then Sutok shall act according to that stated in the document.

10. Confidential Information

- 10.1. Each Party (the "**Recipient**") agrees to treat as confidential all information of a confidential nature that it receives from the other Party (the "**Discloser**") in connection with all Offers, POs and Contracts (the "**Confidential Information**"), provided however that Confidential Information shall not include: (i) any information that the Recipient can prove was in the public domain at the time of disclosure or came into the public domain thereafter through no fault of the Recipient; (ii) information that the Recipient can prove was already in the Recipient's possession at the time of the disclosure or came into the Recipient's possession without restriction from another source not under similar restrictions to those contained herein; or (iii) information that the Recipient can prove it developed independently of the information received from the Discloser. Confidential Information created or adapted by the Service Provider in the provision of the Services, included in Deliverables, or otherwise based on Confidential Information of Sutok, shall also be the Confidential Information of Sutok. All copies and summaries of the Confidential Information shall also be considered Confidential Information.
- 10.2. The Recipient shall at all times take such steps to protect the Confidential Information that it normally takes to protect its own Confidential Information of like sensitivity, provided that the Recipient shall take not less than those steps reasonably required under the circumstances.
- 10.3. The Recipient shall not use the Confidential Information except as required to evaluate the Services and for the performance of its obligations under each Contract entered into by the Parties (the "**Purpose**").
- 10.4. The Recipient shall not disclose the Confidential Information to any third party except for its employees and third parties that have a need-to-know as required for the Purpose, provided that the employees and third party are first bound by written confidentiality undertakings pertaining to the Confidential Information that are no less restrictive than those contained herein.
- 10.5. Where the Recipient is legally required to disclose any of the Confidential Information in legal proceedings, the Recipient shall first, as far as is possible, notify the Discloser thereof in writing in reasonable time to enable the Discloser to apply for a suitable protective order, which the Recipient shall assist the Discloser with, if reasonably required. In any event, the Recipient shall disclose the minimum Confidential Information required for the Recipient to comply with its legal obligations.
- 10.6. Any breach of this Section 10 may cause irreparable damages to the Disclosing Party or may cause damages that are too difficult to quantify and repair with monetary compensation alone. Therefore, in the event of any breach of a provision of this Section 10 by the Recipient, the Disclosing Party

shall be entitled to receive appropriate equitable relief, such as injunctions against the continuing breaches and this shall be in addition to and not instead of any other compensation payable to the Disclosing Party by reason of a breach hereof. The Disclosing Party shall also be entitled to receive temporary versions of the equitable relief pending final decision of the courts.

- 10.7. Upon any request by the Disclosing Party and immediately following any termination or expiration of this Agreement, the Recipient shall return or destroy all copies of the Disclosing Party's Confidential Information that is in its possession, including without limit, the deletion of electronically stored Confidential Information from its computer systems to the extent that would require an external expert to restore the information. If so requested, the Recipient shall provide the Disclosing Party with a signed written statement confirming that it has complied with this Section 10.7.
- 10.8. The terms of this Section 10 shall survive any termination of this Agreement and shall continue to bind the Parties with respect to each item of Confidential Information until such item falls under one of the exceptions to the definition of Confidential Information in Section 10.1.

11. Intellectual Property

- 11.1. All Foreground IPR created by the Service Provider or any of its subcontractors in connection with any Deliverables shall vest solely and automatically in Sutok. To the extent that any Foreground IPR does not automatically vest in Sutok, then the Service Provider shall sign any document and take any action reasonably required, at Sutok's expense, in order to effect a transfer and assignment of such Foreground IPR to Sutok, so that Sutok may use the Foreground IPR anywhere in the world. To the extent any Foreground IPR is not transferable or assignable for any reason, then the Service Provider hereby grants to Sutok a fully paid up, royalty free, irrevocable, sublicensable and transferable right and license to use the Foreground IPR in any way that it chooses anywhere in the world.
- 11.2. Each time the Parties enter into a Contract, the Service Provider grants to Sutok an irrevocable power of attorney to take all action and sign all documents in the Service Providers name and in its stead that are required in order to put into effect a transfer and assignment of any Foreground IPR created under the Contract, which Sutok shall solely use in the event that the Service Provider is unwilling or unable for any reason to comply with its obligations under Section 11.1 above.
- 11.3. To the extent that there is any Background IPR underlying or contained in any Deliverables, the Service Provider hereby grants to Sutok an irrevocable, fully paid up, sublicensable and transferable right and license to use such Background IPR, solely for the purpose of enabling Sutok to use the Deliverables anywhere and in the manner that such Deliverables are intended to be used.
- 11.4. The Service Provider shall not use any IPR belonging to any third party in the provision of the Services unless it has the express written right and license

from the third party that permits it to use such IPR for the provision of the Services.

- 11.5. This Section 11 shall survive any termination of a Contract with respect to all IPR until all such IPR has expired and is no longer enforceable.

12. Non-Solicitation

- 12.1. The Service Provider shall not, during the Contract and for a period of 12 months thereafter (the “**Restricted Period**”), directly or indirectly in any capacity, including without limit, through a company or other legal entity in which the Service Provider holds at least 10% of the voting rights or as an employee, independent contractor or representative of another person or entity (each a “**Relevant Capacity**”), solicit the business of any customer of Sutok in connection with which the Service Provider has provided Services under any Contract or that the Service Provider has been in discussions with Sutok in connection with Sutok offering its services to the customer.
- 12.2. During the Restricted Period, the Service Provider shall not, directly or indirectly, including without limit in any Relevant Capacity, solicit any employees, representatives, agents, suppliers, or service providers of Sutok to cease their engagement with Sutok.

13. Equitable Relief

Each Party acknowledges that a material breach of this Agreement could cause Losses to the other Party that are not possible to quantify or for which monetary damages alone shall be insufficient to cure the breach. Therefore, the Parties agree that each is entitled to equitable relief, such as without limit, injunctions against continuing breaches, where appropriate under the circumstances and the injured Party shall also be entitled to temporary versions of such relief pending final decision of the courts. Such equitable relief shall be in addition to and not prejudice the injured Party’s rights to any and all other remedies available under contract and law. This Section 13 shall survive any termination of the Contract.

14. Indemnification

- 14.1. The Service Provider shall be fully responsible to Sutok, its officers, directors, shareholders, employees, customers, agents and representatives (each an “**Indemnified Party**”) and shall fully indemnify and hold the Indemnified Parties harmless from and against any and all damages, losses, penalties, fines, claims, costs and expenses (including the fees of attorneys and court costs in enforcing this provision) that may be caused to an Indemnified Party arising in any way from any breach of this Agreement or violation of any law or from any negligence of the Service Provider or any of the Service Providers subcontractors (“**Losses**”). Where a Loss is not covered by an insurance policy of the Service Provider or a Loss exceeds the coverage of insurance purchased by the Service Provider under Section 15 below, this shall not excuse the Service Provider from fully and finally indemnifying the

Indemnified Parties and holding them harmless against the Loss in the full amount.

14.2. An Indemnified Party shall notify the Service Provider of the commencement of any action, suit or proceeding, and of the receipt of any notice or threat that any such legal proceeding has been or shall or may be initiated against the Indemnified Party promptly upon the Indemnified Party first becoming aware thereof. However, failure to timely notify the Service Provider will not relieve the Service Provider from any obligation to indemnify the Indemnified Party unless and to the extent that such failure adversely prejudices the Service Provider's ability to defend such action. With respect to any such action, suit or proceeding as to which the Indemnified Party notifies the Service Provider of the commencement thereof:

- 14.2.1. Subject to the below, the Service Provider shall be entitled to assume the defense thereof, with legal counsel selected and paid for by the Service Provider;
- 14.2.2. The Indemnified Party shall have the right to participate in and use its own legal counsel in such action, suit or proceeding at the Service Provider's expense if (i) the Indemnified Party has received a written legal opinion that there may be a conflict of interest in the Service Provider conducting the defense of such action without the Indemnified Party being separately represented; or (ii) the Service Provider has not engaged legal counsel to assume the defense of such action. In the event that the Indemnified Party employs its own legal counsel, the Service Provider shall ensure that such legal counsel shall be fully updated on the defense procedure, and the Service Provider and its legal counsel and the legal counsel conducting the legal defense on behalf of the Indemnified Party shall cooperate with each other, as may be required;
- 14.2.3. The Service Provider shall not be liable to indemnify the Indemnified Party under this Agreement for any Losses paid in connection with a settlement of any action, claim or otherwise, effected without the Service Provider's prior written consent, which shall not be unreasonably withheld;
- 14.2.4. The Service Provider shall have the right to conduct the defense as it sees fit in its sole discretion, provided that the defense is conducted in good faith and in a diligent manner, provided however that the Service Provider shall not have the right to settle or compromise any claim or to consent to the entry of any judgment against the Indemnified Party without the prior written consent of the Indemnified Party. In the case of criminal proceedings, the Service Provider will not have the right to plead guilty or agree to a plea-bargain in the Indemnified Party's name without the Indemnified Party's prior written consent;

- 14.2.5. The Indemnified Party shall cooperate with the Service Provider as reasonably required to enable the Service Provider to defend any legal action and shall provide the Service Provider and its legal counsel with such information and documentation as reasonably required by the Service Provider to defend any claim, provided that the Indemnified Party is reasonably able to access such information and documentation and that the Service Provider shall cover all expenses, costs and fees incidental thereto.

15. Insurance

- 15.1. If Sutok requires the Service Provider to sign an insurance undertaking (the “**Insurance Undertaking**”) prior to ordering Services, then the relevant Contract shall not come into effect until the Service Provider signs and returns the Insurance Undertaking to Sutok. The Insurance Undertaking will then be considered an attachment to the relevant Contract and all subsequent Contracts entered into by the Parties and the Service Provider shall obtain and comply with the insurance requirements contained in the **Insurance Undertaking**. The Service Provider shall also have its insurers complete and sign the Appendix to the Insurance Undertaking and provide the signed copy to Sutok.
- 15.2. If no **Insurance Undertaking** has been provided to the Service Provider, then the Service Provider shall ensure that it is appropriately insured for providing the Services in accordance with appropriate professional insurance advice.

16. Representations and Warranties of the Service Provider

The Service Provider hereby represents and warrants to Sutok as follows, understanding that Sutok’s PO is issued in reliance on such representations and warranties:

- 16.1. the Service Provider is fully authorized to accept POs and to enter into Contracts and perform its obligations under the Contracts. Each Contract will constitute valid and binding obligations on the Service Provider, enforceable against the Service Provider in accordance with its terms and by accepting the PO and entering into a Contract, the Service Provider will not be acting in breach of (i) any other contract or legal obligation of any kind with any third party, (ii) any Applicable Law, or (iii) any order of any court or governmental or regulatory authority; and
- 16.2. the Service Provider has the skills, experience, training, infrastructure, equipment, tools, know how, licenses, permits and registrations required to carry out its obligations under this Agreement in full compliance with the terms hereof and in full compliance with all applicable laws.

17. Term and Termination

- 17.1. Each Contract shall enter into full force and effect upon its formation in accordance with Section 3 above and it shall remain in full force and effect until both Parties have completed all of their obligations thereunder.
- 17.2. Notwithstanding the foregoing, each Party shall have the right to terminate a Contract due to a material breach of any of its terms by the other Party. Termination shall be effected by sending written notice thereof to the breaching Party and where the breach is curable, termination shall take effect if the breaching Party has not cured the breach within 15 days of receipt of the termination notice.

18. Governing Law; Dispute Resolution

Any Offer, PO and Contract shall all be governed by the laws of the State of Israel without reference to its conflicts of laws principals. The courts of appropriate jurisdiction of Haifa, Israel shall have the **sole and exclusive** jurisdiction to hear and decide upon any disputes arising between the Parties in connection with any Offer, PO and Contract.

19. General

- 19.1. These T&Cs, any Offer, PO and all Contracts do not create any relationship between the Parties other than that of independent contractors and no employee, agency, distributorship or other relationship shall be implied. Nothing hereunder shall be deemed to prevent Sutok from entering into any business relationship of any nature with any other party.
- 19.2. Neither Party shall be liable with respect to the non-performance or partial non-performance of any of its undertakings hereunder where such non-performance or partial non-performance was caused by an event of force majeure, such as, without limitation, earthquakes, floods, pandemics and other acts of God, general shortages of raw materials, general strikes, wars and terrorism, provided however that the Party prevented from performing shall notify the other party in writing of the force majeure event, the obligations that the Party is prevented from performing and the reasons therefor. Each Party shall exert commercially reasonable efforts to mitigate the consequences of the force majeure event. Should a force majeure event continue for more than 3 months, either Party shall be entitled to terminate the contract by providing written notice thereof to the other Party.
- 19.3. If any part of the Contract is held by any competent court of jurisdiction to be invalid or otherwise unenforceable, then such part shall be deemed removed from the Contract as if not included upon formation of the Contract and the remaining parts of the Contract shall continue to be valid and in full force and effect. To the extent that such is possible, the invalid part shall be replaced

with a new part that as closely as possible reflects the original intention of the Parties without also being invalid or unenforceable.

- 19.4. No amendment to any part of the Contract shall be valid unless made in writing and signed by both of the Parties. Neither Party shall be deemed to have waived any of its rights hereunder unless it made the waiver in writing and signed it. Notwithstanding the foregoing, Sutok shall be entitled to make changes to these T&Cs at any time and without prior approval of the Service Provider. Such unilateral changes to T&Cs shall be effective with respect to all POs issued after the date that the revised T&Cs have been published on Sutok's website and the Service Provider is advised to review the T&Cs prior to accepting POs.
- 19.5. The Service Provider shall not assign any of its rights or obligations under any Contract without Sutok's prior written agreement. Sutok shall be entitled to assign its rights and obligations under all Contracts or any part thereof to any affiliate of Sutok or to any purchaser of all or substantially all of its business.
- 19.6. Notices shall be in writing and shall be effectively delivered personally, or by registered mail, or by email (provided that receipt of the fax or email can be confirmed). The address and other contact details for delivering notices to the Parties shall be as appears on the PO and any changes thereto that one Party may notify the other of in writing from time-to-time.