

**Sutok Terms & Conditions**  
**for**  
**Provision of Consulting Services**

Valid as of August 3,2021

These terms and conditions (“**T&Cs**”) apply to all of Sutok’s offers and provision of Consulting Services.

**1. Definitions**

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

- 1.1. “**Offer**” shall mean the written offer issued by Sutok to the Customer setting forth a description of the Services and the business terms pursuant to which the Services are offered in addition to these T&Cs.
- 1.2. “**PO**” shall mean a purchase order for Services issued by the Customer.
- 1.3. “**Services**” shall mean consulting services in connection with Sutok’s areas of expertise related to environmental protection regulations and hazardous materials and may also include obtaining suitable offers from Suppliers of various goods and services, all as shall be specified in detail in the Offer.
- 1.4. “**Suppliers**” shall mean suppliers of certain goods or services that the Customer may wish to purchase, where the Offer provides that Sutok will obtain offers for the Customer, with the intention that the Customer will purchase those goods and services directly from the Suppliers. .
- 1.5. “**Sutok**” shall mean Sutok Environmental Engineering Ltd. a company incorporated under the laws of Israel.
- 1.6. “**Work**” shall mean any documents or other work created by Sutok in connection with the Services, where delivery of such work is a requirement of the Services.

**2. Applicability**

- 2.1. All Offers for Services issued by Sutok reference and incorporate these T&Cs automatically as if they are expressly repeated in the Offer.
- 2.2. If there is any discrepancy between any part of the Offer and these T&Cs, the terms of the Offer shall prevail, but only to the minimum extent necessary to put the terms of the Offer into effect.

**3. Purchase Orders**

- 3.1. The Customer shall order the Services by signing and returning to Sutok the relevant confirmation and order part of the Offer and such signed part shall be deemed to be the PO. If a Customer’s processes require issuance of separate POs, then such POs must be in writing and clearly:

- 3.1.1. identify the Customer by its legal name;
  - 3.1.2. identify the relevant Offer, quoting the unique Offer reference number; and
  - 3.1.3. confirm that the Offer and these T&Cs are the sole terms that apply to the Customer's purchase of the Services from Sutok.
- 3.2. Any POs not conforming to the requirements set out in Section 3.1 above will be rejected by Sutok and Sutok will require a replacement PO that complies with the above. Notwithstanding the foregoing sentence, should the only non-conforming part of the PO be with respect to the requirement set out in Section 3.1.3 and Sutok accepts the PO, such acceptance shall not be deemed to indicate an acceptance of any variations to the T&Cs or to the Customer's own terms or of any other terms of any kind ("**Other Terms**"). Any and all such Other Terms that the Customer purports to impose on Sutok are hereby expressly rejected and under no circumstances will Other Terms be applicable to Sutok's provision of the Services to the Customer.
- 3.3. POs shall be transmitted to Sutok by email at the following address: maor@sutok.co.il.

#### **4. Formation of Contract.**

- 4.1. Until the Customer signs the confirmation on the Offer or Sutok formally accepts a PO in the Customer's own format by written notification to the Customer, no Offer or PO is binding on Sutok and Sutok may withdraw the Offer at any time, also by written notice to the Customer.
- 4.2. Following Customer returning to Sutok the Offer with its signed confirmation or Sutok's acceptance of the PO in the Customer's format, these T&Cs, together with the Offer and PO shall form an individual contract pursuant to which Sutok shall provide the Services to the Customer and the Customer shall pay for the Services and perform its other obligations under the PO and these T&Cs (the "**Contract**").

#### **5. Sutok's Obligations**

- 5.1. Sutok shall provide the Services to the Customer in a timely and professional manner and with a degree of care, skill, diligence, professional knowledge, judgment, and expertise that are all consistent with sound work practices and accepted professional and industry standards.
- 5.2. Any Work deliverable to the Customer as part of the Services shall be delivered to the Customer within a reasonable period of time under the circumstances or in accordance with any specific delivery dates set out in the Offer, provided that Sutok shall have a 10 day grace period in the event that delivery is delayed and provided further that where the Customer delays in complying with any of its obligations under Section 6 below and Sutok's timely performance is dependent on Customer fulfilling those obligations, then Sutok's delivery dates shall be adjusted appropriately to take such delays in to account.

- 5.3. Sutok shall provide the Services in a transparent manner, keeping the Customer timely informed of all material communications and developments related to the Services.
- 5.4. Where Sutok personnel visit Customer sites in connection with the Services, Sutok shall be responsible for ensuring that such personnel comply fully with all health and safety requirements and site visitation rules notified to them by the Customer.
- 5.5. All Services shall be provided by Sutok directly. However, Sutok shall be entitled to subcontract out various parts of the Services to consultants and other subcontractors of its choice, as it may determine at its sole discretion. In such circumstances, Sutok shall remain responsible to the Customer for the provision of the Services in their entirety and Sutok shall be liable for any action or omission of a subcontractor that would be considered to be a breach of the Contract if committed by Sutok.

## **6. Customer's Obligations**

- 6.1. Customer shall provide Sutok with all information and documentation and enable Sutok personnel to have all access to Customer premises that Sutok may reasonably require in order for Sutok to be able to provide the Services in accordance with the Offer and Section 5 above. Access to Customer premises shall be prior coordinated with the Customer and Customer shall ensure that all visiting Sutok personnel are provided full details of all health and safety requirements and site visitation rules that shall apply to the personnel. The Customer shall also ensure that it has sufficient and appropriate insurance coverage for injuries and death caused to Sutok personnel while visiting Customer's premises.
- 6.2. Customer shall ensure that all information and documentation provided to Sutok in order for Sutok to be able to perform the Services is accurate and complete in all respects.
- 6.3. The Customer shall be entitled to use all Work received as part of the Services in any manner that it chooses, provided however that the same is for the Customer's own personal use and benefit. The Customer shall not be entitled to sell, share or otherwise distribute the Work to third parties, whether or not for payment.
- 6.4. The Customer understands, that where the Offer includes Sutok obtaining an offer from a Supplier for any goods or services with the intention that the Customer will purchase those goods or services directly from the Supplier, then should the Customer accept the offer, the Customer will enter into a contract directly with the Supplier and Sutok will not be a party to that contract. Sutok shall not have any responsibility to the Customer for the Supplier's performance of its obligations under the Contract, the quality of goods provided, nor to the Supplier for the Customer's performance of its obligations under the Contract.

## **7. Price and Payment Terms.**

- 7.1. In full and final consideration for the Services provided by Sutok under a Contract, the Customer shall pay the fees set out in the applicable Offer.
- 7.2. Payment terms for fees for Services rendered shall also be as set out in the Offer. VAT shall be added to the quoted fees where applicable.
- 7.3. Sutok shall also be entitled to reimbursement from the Customer for any costs Sutok has incurred in the provision of the Services, provided that the Customer's prior approval has been received. Costs shall be reimbursed once invoiced by Sutok and following presentation of applicable receipts or other acceptable proofs of payment.
- 7.4. If the Customer defaults on payment of any part of the fees by more than 5 Israeli business days, Sutok will be entitled to interest on the amount in default at the rate of 5% for every day of the delay unless the maximum legal interest rate under applicable law is lower, in which case the lower rate shall apply. To claim interest for late payments, Sutok shall first notify the Customer of the default and the Customer fails to make up the payment in the next 5 Israeli business days.
- 7.5. If prices in Offers are quoted in a currency other than New Israeli Shekels (ILS), then where any payment is made in default of more than 10 days, then in addition to any other remedies available to Sutok, if changes to the relevant representative rate of exchange result in a drop by more than 2% in ILS received by Sutok from what Sutok would have received had the fees been paid on time, then the Customer must make up the difference so that Sutok will receive the same amount in ILS it would have received had the fees been paid on time.

## **8. Changes**

- 8.1. From time-to-time, Sutok or the Customer may determine that changes to the Services as specified in an Offer and PO are required. Any party wishing to implement any change shall raise this with the other party in writing, setting out the nature of the changes required. Sutok shall also detail in writing to the Customer, the effect any changes requested (whether originating from Sutok or the Customer) shall have on the agreed upon fees, delivery times and any other relevant part of the Offer and PO. The Parties shall at all times negotiate in good faith and exert commercially reasonable efforts to reach agreement on the terms of the changes. Changes will become effective when the agreement with respect thereto are set out in writing (which may be by email) and both parties have indicated their approval thereof.
- 8.2. If the Customer wishes to make changes to the terms of any contract it has already entered into with a Supplier, then the Customer must request such changes and reach agreement on the terms thereof directly with the Supplier.

## **9. Confidentiality; Non-Solicitation**

- 9.1. The Customer shall treat as strictly confidential all documentation and other information provided by Sutok to the Customer in connection with the Services, including the Offer and the Contract, whether or not the same was provided in tangible or intangible form and regardless of when the same was provided (collectively, the “**Confidential Information**”). The Customer shall not disclose any Confidential Information to any other party or use it in any manner other than as strictly permitted by Sutok. If Sutok and the Customer have entered into a separate non-disclosure agreement that concerns, among other things, Sutok’s provision of services to the Customer, then such non-disclosure agreement shall continue to apply and shall prevail over any discrepancies contained in this Section 9.1, provided however that regardless of the content of any such non-disclosure agreement, Sutok may provide any confidential information of the Customer to the police and other governmental and regulatory authorities where it is required to do so in connection with any investigation by any such organisation.
- 9.2. Without derogating from the generality of the foregoing, the Customer understands and acknowledges that Sutok invested considerable expense, time and effort and utilized its expertise and experience in order to identify suitable Suppliers for any required goods or services and to negotiate suitable terms with the Suppliers. Therefore, the Customer agrees to treat the identity of the Suppliers as Confidential Information of Sutok and not to solicit orders for identical or similar goods or services directly or indirectly from any Supplier from whom the Customer received an offer as part of the Services, without the prior written approval of Sutok. This non-solicitation undertaking by the Customer shall continue to apply for a period of at least 60 months from the date of the last PO for Services issued to Sutok by the Customer.
- 9.3. This Section 9 shall survive any termination of the Contract and shall remain in full force and effect to the maximum extent permitted by applicable law.

## **10. LIMITATION OF LIABILITY**

IN NO CIRCUMSTANCES WILL SUTOK BE LIABLE TO THE CUSTOMER, OR ANY OF CUSTOMER’S SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, DISTRIBUTORS, REPRESENTATIVES, CUSTOMERS OR ANY OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL CLAIMS OR DAMAGES ARISING FROM THE CONTRACT AND THE SERVICES, INCLUDING WITHOUT LIMITATION, CLAIMS FOR DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT, WHETHER OR NOT SUTOK WAS ADVISED OF THE POSSIBILITY THEREOF IN ADVANCE. SUBJECT TO APPLICABLE LAW, IN ALL CIRCUMSTANCES, SUTOK’S MAXIMUM LIABILITY TO THE CUSTOMER ARISING FROM A CONTRACT SHALL BE THE TOTAL AMOUNT OF FEES THAT THE CUSTOMER PAID TO SUTOK FOR THE SERVICES IN CONNECTION WITH THE CLAIM, PROVIDED THAT IF THE CUSTOMER PAID TO SUTOK FEES IN CONNECTION WITH THE CLAIM OVER A PERIOD OF

MORE THAN 12 MONTHS, THEN SUTOK'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE DATE THAT THE CAUSE OF THE CLAIM ARISES. NO CLAIM MAY BE MADE AGAINST SUTOK WHERE THE FACTS GIVING RISE TO THE CLAIM AROSE MORE THAN 12 MONTHS PRIOR TO THE CLAIM BEING MADE.

WHERE THE SERVICES ARE PROVIDED IN CONNECTION WITH OBTAINING FOR THE CUSTOMER ANY LICENSES, APPROVALS OR PERMITS REQUIRED BY THE CUSTOMER UNDER ANY APPLICABLE LAWS, SUTOK DOES NOT PROVIDE ANY GUARANTEE THAT SUCH LICENSES, APPROVALS OR PERMITS WILL BE SUCCESSFULLY OBTAINED AND SUTOK SHALL NOT BE HELD RESPONSIBLE TO THE CUSTOMER OR ANY OTHER PARTY IF THE SAME ARE NOT OBTAINED FROM THE RELEVANT AUTHORITIES, PROVIDED THAT SUTOK HAS ACTED AT ALL TIMES PROFESSIONALLY AS REQUIRED UNDER SECTION 5.1 ABOVE. SUTOK SHALL NOT BE RESPONSIBLE TO THE CUSTOMER OR ANY OTHER PARTY FOR THE CUSTOMER CONDUCTING ANY ACTIVITIES FOR WHICH A LICENSE OR PERMIT IS REQUIRED WHILE THE CUSTOMER DOES NOT HAVE SUCH LICENSE OR PERMIT, UNLESS SUTOK NEGLIGENTLY ADVISED THE CUSTOMER IN WRITING THAT NO PERMIT OR LICENSE IS REQUIRED, BUT SUTOK'S LIABILITY IN SUCH EVENT SHALL REMAIN LIMITED BY THE REST OF THIS SECTION 10. UNDER NO CIRCUMSTANCES SHALL SUTOK BE REGARDED AS PROVIDING LEGAL ADVICE OR LEGAL SERVICES TO THE CUSTOMER.

#### **11. Bankruptcy.**

In the event of (i) any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Customer, or (ii) the appointment with or without the Customer's consent of an assignee for the benefit of creditors or of a receiver, or (iii) the Customer ceases to conduct its operations in accordance with accepted business practices (including an inability to meet its obligations as they mature), then Sutok shall be entitled to cancel any part of the Contract without any liability whatsoever and the Customer shall pay Sutok fees representing the proportion of Services already provided by Sutok and the Customer shall also reimburse Sutok for any out-of-pocket expenses it has incurred in the performance of its obligations hereunder up to the date of cancellation.

#### **12. Governing Law; Dispute Resolution**

The 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.

### **13. General**

- 13.1. 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.
- 13.2. 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. For the avoidance of doubt and without derogating from the generality of the foregoing, it is hereby agreed that delays caused by the Covid-19 pandemic shall be treated as a force majeure event under this Section 13.2.
- 13.3. 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.
- 13.4. 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. However, Sutok shall be entitled to make changes to these T&Cs at any time and without prior approval of the Customer. 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 Customer is advised to review the T&Cs prior to issuing each and every PO.
- 13.5. The Customer shall not assign any of its rights or obligations under any Contract without Sutok's prior written agreement. Sutok shall be entitled to assign all Contracts or any part thereof to any affiliate of Sutok or to any purchaser of all or substantially all of its business.
- 13.6. Notices shall be in writing and shall be effectively delivered personally, or by registered mail, or by fax or email (provided that receipt of the fax or email can be confirmed). Address and other contact details for delivering notices to Sutok shall be as provided in the Offer and to the Customer shall be as provided in the PO.