

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is by and between **Ayyeka Technologies Ltd.** (the “**Company**”), a company organized under the laws of the State of Israel, and [REDACTED], with registered offices at [REDACTED] (the “**Service Provider**”).

WITNESSETH

WHEREAS, the Company is in the business of designing and manufacturing of monitoring solutions to the industrial automation industry; and

WHEREAS, the Service Provider has the skills, experience and the ability to provide the Company with certain services pursuant to this Agreement; and

WHEREAS, the Company desires to engage the services of the Service Provider to provide it with certain services regarding the support, maintenance and development of the company ERP system (together with the services set forth in Section 3 and Section 0 below, the “**Service**” or “**Services**”) under the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the parties, it is hereby agreed as follows:

1. Preamble

- 1.1. The preamble to this Agreement and its appendices are incorporated into and made a part of this Agreement.
- 1.2. The titles of the sections hereof are for convenience only and do not in any way limit or amplify the terms and conditions of this Agreement.
- 1.3. In case of any contradiction between the provisions of this Agreement and the provisions of its appendices, the provisions of this Agreement shall prevail.

2. Definitions

- 2.1. Not relevant for this agreement.

3. Engagement of the Service Provider

The Company hereby engages the Service Provider's services, as detailed in Appendix A, for the purpose of support, maintenance and development of the company SAP B1 ERP system.

4. Performance of Services

4.1. Standards of Performance

- 4.1.1. The Service Provider undertakes and warrants to Company that in connection with the performance of the Services, it shall, inter alia, have the following responsibilities:
 - 4.1.1.1. Keeping the Company fully informed of all activities and plans in connection with the Services, and providing reports to the Company on a regular basis concerning the provision of the Services hereunder;
 - 4.1.1.2. Performing such additional services as the Company may from time to time reasonably request;
 - 4.1.1.3. Providing all the Services rendered hereunder diligently, skillfully and professionally.
- 4.2. The Service Provider shall coordinate its activities with and report regularly to the

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Company's CEO or to such other senior management personnel as the Company may designate.

- 4.3. The Service Provider undertakes to: (i) conduct business in a manner that reflects favorably at all times on the products and the good name, goodwill, and reputation of the Company and the Company's products; (ii) make no false or misleading representation with respect to the Company and the Company's products; (iii) not publish or use any misleading or deceptive advertising material that are inconsistent with the relating literature.
- 4.4. The Service Provider shall not without the Company's prior written approval, make representations or guarantees concerning the Company or the Company's products and shall have no right to bind the Company to any undertaking.
- 4.5. **Licenses and Permits.** During the term of this Agreement, the Service Provider shall obtain and keep, at its own cost and expense, any licenses, permits, authorizations or consents of any third party, including any administrative agency or other governmental body which are required from any person or entity under any applicable law for the Service Provider to conduct its business and perform any of its obligations hereunder.

5. Compensation

- 5.1. As compensation for performing the Services, the Service Provider shall be entitled to the compensation set forth in **Appendix B** to this Agreement (the "**Compensation**").
- 5.2. The Service Provider shall be solely responsible for and shall pay any, and all insurance, income tax, value-added, withholding tax, personal taxes, state tax, duties and other such assessments made or imposed by any governmental authority upon the Service Provider with respect to the provision of the Services and the payment of the Compensation pursuant to this Agreement, and such amounts shall be deemed to have been included in the Compensation.
- 5.3. Other than as specifically provided for under this Agreement, the Service Provider shall not be entitled to any other payments for any indemnification, compensation, reimbursement, remuneration, fringe benefits or other payment whatsoever from the Company.
- 5.4. The Compensation is inclusive of all taxes applicable with regards to the Services contemplated hereunder or resulting there from, including, without derogating from the generality of the above, sale taxes, value added taxes, income taxes, profit taxes, withholding taxes, property taxes and any other compulsory payment applicable under any applicable law. The Company shall deduct or withhold any such taxes, charges or levies, in respect of which such deduction or withholding is required to be made according to any applicable law. Without derogating from the abovementioned, the Service Provider is fully and only responsible for all taxes that are needed to be paid with respect to the Compensation, and the Company will not hold any responsibility for it.

6. Term of Agreement and its Termination

- 6.1. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of one (1) year, unless earlier terminated in accordance with the terms below (the "**Term**"). The Term may be extended by additional one (1) year period/s upon the mutual written consent of both parties and subject to a performance criteria to be agreed upon by both parties.
- 6.2. Either party may terminate this Agreement at will, at any time, with or without cause, by written notice given to the other party at least seven (7) days prior to the effective date of such termination.
- 6.3. The Company may terminate this Agreement for Cause upon the provision of a written notice to the Service Provider, effective immediately. The term "**Cause**" shall mean:

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- 6.3.1. A breach of this Agreement by the Service Provider which is not remedied within 7 (seven) days of the Service Provider receiving written notification of such breach;
- 6.3.2. The commencement of voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding against the Service Provider or the cessation of its business operations;
- 6.3.3. The commission by the Service Provider of any act involving dishonesty, theft, self-dealing, and breach of trust or misconduct with respect to the affairs of the Company.
- 6.4. The Service Provider shall not be entitled to the Compensation or any other payment, in any way, in any of the following cases: (i) this Agreement is terminated for Cause by Company; (ii) the Service Provider ceases to provide the Services to the Company during the Term.
- 6.5. Upon the termination or expiration of this Agreement, the Service Provider shall cease to provide the Services to the Company and shall return to the Company all materials provided to him or made by him for the Company, the Company's agents or subsidiaries in connection with the Services.

7. Status of Parties

- 7.1. This Agreement is not intended by the parties to constitute or create a joint venture, partnership, agency or formal business organization of any kind. The Service Provider shall not act as, or hold itself out as, agent for the Company, nor shall the Service Provider create or attempt to create liabilities for the Company. Unless specifically instructed otherwise by the Company, the Service Provider shall have no authority to bind the Company to any agreement or to the performance of any obligation, nor shall the Service Provider represent that he has the right to enter into any undertaking on behalf of the Company.
- 7.2. The Service Provider will at all time act as an independent Service Provider and not as an employee of the Company. The parties hereby agree that in the event a court or tribunal having jurisdiction over the matter holds that the Service Provider or any of its employees status is that of an employee rather than of an independent Service Provider, the Service Provider shall bear any, and all additional payments in connection with such declaration of status, including but not limited to, all applicable taxes and the requirement that the Company pay any taxes or other fees or deductions to any governmental authority, and the Company shall be exempt from any such payments.
- 7.3. The Service Provider expressly warrants and acknowledges that it is entirely compensated for its services and that it is not making investments, for which it expects any additional returns. Consequently, the Service Provider accepts that it will not be entitled to any indemnity or compensation by reason of termination, expiration or non-renewal of this Agreement for any reason whatsoever.

8. Confidentiality

- 8.1. The Service Provider agrees that all information disclosed to the Service Provider or to its employees or to Subcontractors by the Company or any of its affiliates, whether in oral form, visual form or in writing, including but not limited to, all specifications, formulas, prototypes, computer programs and any, and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, business plans, projects, pricing, customers and customer information, materials, financial statements, memoranda, analyses, notes, legal documents, and other data and information (in whatever form), as well as test results, processes, know-how, improvements, inventions, techniques, patents (whether

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pending or duly registered) and any know-how related thereto, relating to Company and/or its affiliates; information received by Company from any third party subject to obligations of confidentiality towards such third party; and the terms and conditions of this Agreement, will all be considered and referred to collectively as “**Confidential Information**”.

- 8.2. Confidential Information shall not include information which Service Provider can prove (i) is or becomes lawfully in the public domain other than through a breach of any non disclosure agreement or any a confidentiality obligation, (ii) was known to the Service Provider prior to the disclosure, as evidenced by its business records, (iii) is independently developed by or for the Service Provider without reference to or use of Confidential Information (excluding any Developed IP), (iv) is lawfully obtained by Service Provider from a third party without violation of a confidentiality obligation, (v) Company agrees in writing that it may be disclosed by Service Provider, or (vi) is required or compelled by law to be disclosed, subject to giving the Company an immediate notice allowing it to object to such disclosure. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosure or because individual features, components or combinations thereof are now or become known to the public.
- 8.3. The Service Provider agrees that neither it nor anyone on its behalf, including its employees and Subcontractors, shall use Confidential Information for their own, or any third party's benefit. The Service Provider further agrees to accept and use Confidential Information solely for the purpose of providing the Services for the benefit of Company. The Service Provider shall keep in confidence and trust all Confidential Information and shall not, directly or indirectly, disclose, publish, or disseminate Confidential Information to any third party, except for its employees, on a need to know basis.
- 8.4. Without derogating from the generality of the foregoing, the Service Provider agrees as follows:
 - 8.4.1. Not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Confidential Information, or any part thereof.
 - 8.4.2. To safeguard any Confidential Information that may be furnished to Service Provider against loss, theft or other inadvertent disclosure and/or dissemination and to take all reasonable steps necessary to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information;
 - 8.4.3. Not to enter into the Company's ERP System and/or databases of Company for any purpose whatsoever, other than as necessary for the provision of the Services, including, without limitation, review, download, insert, change, delete and/or relocate any information.
 - 8.4.4. That all Confidential Information, and any derivatives thereof, is and shall remain the property of Company, and no license or other rights to Confidential Information is granted or implied hereby to have been granted to the Service Provider, now or in the future.
 - 8.4.5. Upon termination or expiration of this Agreement, and/or as otherwise requested by the Company, the Service Provider shall deliver to the Company all Confidential Information and any, and all copies thereof, in whatever form, that had been furnished to the Service Provider, prepared thereby and/or came to his possession in any manner whatsoever, during and in the course of his performance of this Agreement, and shall not retain and/or make copies thereof in whatever form.
- 8.5. The Service Provider hereby acknowledges that unauthorized disclosure or use of

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Confidential Information could cause irreparable harm and significant injury to the Company that may be difficult to ascertain. Accordingly, the Service Provider agrees that the Company, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.

9. Proprietary Rights

- 9.1. The Service Provider confirms that all intellectual property rights, created during the Service Provider rendering the Services hereunder to the Company are, will be, and shall remain the exclusive property of the Company. Without derogating from any of the provisions of this Agreement, the Service Provider represents that any Materials (as defined in subsection 9.2 below) relating to the Company's business activity or products, are the sole and exclusive property of the Company and the Service Provider has no rights to any such Materials or intellectual property thereto.
- 9.2. The Service Provider hereby assigns to the Company, without additional consideration, all rights, titles and interests in and to any ideas, inventions, original works of authorship, developments, improvements, modifications, enhancements, trade secrets, and in and to any documentation, creative works, know-how and information, conceived or reduced to practice, in whole or in part, by the Service Provider or the Service Provider's employees or the Subcontractors (i) in connection with or as part of the Services provided pursuant to this Agreement, or (ii) that have been developed, in whole or in part, using the Company's time or any equipment, supplies, facilities or trade secrets of the Company, and the Service Provider assigns to Company as above stated, all rights, titles and interests in and to any proprietary rights therein or based thereon (collectively, the "**Materials**"). It is hereby clarified that the Service Provider waives any legal right it may have to royalties or any other payment from the Company with regard to the assigned Materials.

10. Limitation of Liability

IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.

11. Indemnification

- 11.1. The Service Provider will defend and indemnify the Company against and hold the Company harmless from, any, and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any other party based on any improper acts or omissions by the Service Provider, Service Provider's employees, Subcontractors and/or agents relating to Service Provider's obligations according to this Agreement, or based on the Service Provider's misrepresentations relating to the Company and/or to the Company's products and/or services.
- 11.2. The Company shall not be liable to any property and/or bodily damage, direct or indirect, caused to the Service Provider, Service Provider's employees, Subcontractors and/or agents in connection with this Agreement and the provision of the Services, unless caused as a direct result of the Company's gross negligence.

12. Representations and Warranties of the Service Provider

The Service Provider represents and warrants to the Company that: (i) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under any applicable law or breach of any agreement or other instrument to which it is a party or by which it is bound, including without limitation, any confidentiality or non-competition agreement with any third party, nor will it require the consent of any person or entity, and (ii) during the term of this

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Agreement it shall not utilize any proprietary information of any third party, including prior employers of the Service Provider unless expressly permitted by such former employer

13. Survival

Sections 6.4, 6.5 and 7 through 13, inclusive, of this Agreement shall survive the expiration or termination of this Agreement for any reason.

14. General Provisions

- 14.1. This Agreement constitutes the full and entire understanding and agreement between the parties hereto and replaces any previous agreements and/or understandings between the parties hereto. This Agreement may only be amended, modified or varied in a written instrument executed by both parties hereto.
- 14.2. The Service Provider may not assign or delegate its rights or duties under this Agreement to a third party (other than to an entity wholly owned by the Service Provider) without the prior written consent of the Company, which may be denied for any reason. The Company may assign or transfer its rights and obligations under this Agreement without limitation.
- 14.3. All notices and requests required or authorized hereunder shall be given in writing either by personal delivery, by registered mail, addressed to the party intended at its address set forth above, or by facsimile, and shall be deemed received as follows: notices served by hand upon delivery, notice served by facsimile the next business day following the delivery, provided however that such notice shall be followed by a telephone confirmation, and notice served by registered mail within 10 (ten) business days following delivery by registered mail, postage prepaid.
- 14.4. No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof.
- 14.5. Any clause, provision, or portion of this Agreement found or ruled invalid, void, illegal or otherwise unenforceable under any law or by any court, arbitrator, or other proceeding, shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof.
- 14.6. This Agreement, its performance and interpretation shall be governed by the substantive law of the State of Israel, exclusive of its conflict of law rules. The competent courts and tribunals situated in Tel Aviv, Israel shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of as of , 2018 (the "Effective Date").

Ayyeka Technologies Ltd.

By: Ariel Stern
Title: CEO

Service Provider

By:
Title:

Appendix A

The Services

By way of illustration, and without derogating from the generality of Section 3 and Section 0 of the Agreement, the Service Provider shall provide the Company with the following Services:

1. Ongoing and continuous support to the company SAP B1 ERP system (“**ERP**”)
2. Development services to the ERP
3. Configuration services to the ERP

The Service Provider will communicate with the company in e-mail ,voice and video calls.

The Service Provider will allocate 20 hour / week for the company needs

Appendix B

The Compensation

1. **Compensation**

- 1.1. In consideration for the Services, the Company shall pay to Service Provider a fixed monthly fee of 800 US\$ / month (the “**Monthly Payment**”)
- 1.2. On the 1st day of each calendar month following the Effective Date the Service Provider shall submit to the Company an invoice with respect to the Services provided by it to the Company during the preceding month.
- 1.3. The Company shall pay the Monthly Payment within net ten (10) days from the date of each invoice provided to the Company. Payments shall be made against the Service Provider’s invoice, via wire transfer to the Services Provider’s designated bank account. VAT shall be added, to the extent required by applicable law, to all prices hereunder and to any payment made by the Company.
- 1.4. Each party will pay its associated bank fees.