**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**OF**

**NEVATEAM PARTNERS, LIMITED PARTNERSHIP**

(An Israeli Limited Partnership)
Dated _____, 2022

THE LIMITED PARTNERSHIP INTERESTS (THE "INTERESTS") REFERRED TO IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (THE "AGREEMENT") OF NEVATEAM PARTNERS, LIMITED PARTNERSHIP (THE "PARTNERSHIP") HAVE NOT BEEN REGISTERED UNDER THE ISRAELI SECURITIES LAW OF 5728-1968 (THE "ISRAELI SECURITIES LAW"), THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE ISRAELI, U.S. FEDERAL, U.S. STATE, AND ANY OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNLESS THE GENERAL PARTNER HAS CONSENTED THERETO.

THE OFFERING OF INTERESTS IN THE PARTNERSHIP IS A PRIVATE OFFERING, DOES NOT CONSTITUTE AND IS NOT INTENDED TO CONSTITUTE AN "OFFER TO THE PUBLIC" AS DEFINED IN THE ISRAELI SECURITIES LAW, AND THEREFORE, THE OFFERING AND SALE OF THE INTERESTS TO INVESTORS THAT DO NOT FALL UNDER SECTION 15A(B) AND THE FIRST ADDENDUM OF THE ISRAELI SECURITIES LAW WILL BE LIMITED TO 35 OFFEREES IN ANY 12-MONTH PERIOD.

THE INTERESTS WILL BE OFFERED AND SOLD FOR INVESTMENT ONLY TO QUALIFYING RECIPIENTS OF THIS AGREEMENT PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT PROVIDED BY SECTION 4(A)(2) THEREOF AND REGULATION D PROMULGATED THEREUNDER AND IN COMPLIANCE WITH THE APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS WHERE THE OFFERING WILL BE MADE. THERE WILL BE NO PUBLIC MARKET FOR THE INTERESTS. THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION TO ANY PERSON OR ENTITY TO WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH STATE OR JURISDICTION. THE PARTNERSHIP WILL NOT BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED.

IN MAKING AN INVESTMENT DECISION, LIMITED PARTNERS MUST RELY ON THEIR OWN EXAMINATION OF THE PARTNERSHIP AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE INTERESTS HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY ISRAELI, U.S. FEDERAL OR STATE OR ANY NON-U.S. SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE

ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS AGREEMENT AS LEGAL, TAX, INVESTMENT, OR OTHER ADVICE. EACH PROSPECTIVE INVESTOR SHOULD MAKE ITS OWN INQUIRIES AND CONSULT ITS ADVISORS AS TO THE PARTNERSHIP AND THIS OFFERING AND AS TO LEGAL, TAX, FINANCIAL, AND OTHER RELEVANT MATTERS CONCERNING AN INVESTMENT IN THE PARTNERSHIP AND THE SUITABILITY OF THE INVESTMENT FOR SUCH INVESTOR.

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**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF NEVATEAM PARTNERS, LIMITED PARTNERSHIP**

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of Nevateam Partners, Limited Partnership (the "**Partnership**") dated this [ ] day of [ ] 2022 (this "**Agreement**"), is made and entered into by and between Nevateam Partners GP, Limited Partnership, a limited partnership registered in Israel (the "**General Partner**"), the Initial Limited Partner and those Persons listed on the List of Partners as limited partners on the date hereof, together with any additional limited partners admitted to the Partnership after the date hereof pursuant to the terms of this Agreement (the "**Limited Partners**"). The General Partner and the Limited Partners are sometimes referred to herein collectively as the "**Partners**".

WHEREAS, the Partnership was formed and registered with the Israeli Registrar of Partnerships, as a limited partnership under the laws of Israel, on April 28, 2022 and, since its formation has been governed by the initial limited partnership agreement dated April 28, 2022 (the "**Initial Agreement**"), entered into by and between the General Partner, as general partner, and Shai Levy, as the sole limited partner (the "**Initial Limited Partner**").

NOW, THEREFORE, the parties hereto wish to amend and restate the Initial Agreement as hereinafter set forth and, in consideration of the premises and agreements contained herein and intending to be legally bound hereby, agree as follows:

A. The Initial Limited Partner agrees to withdraw from the Partnership as a limited partner upon the admission of additional Limited Partners.

B. Each Person who has duly executed a Subscription Agreement that has been accepted by the General Partner shall be admitted to the Partnership as a Limited Partner effective upon satisfaction of the conditions to Closing set forth in each Subscription Agreement (as defined therein).

C. The Initial Agreement is hereby amended and restate, replaced and superseded in its entirety by this Agreement, to read as follows:

## 1. DEFINITIONS

In this Agreement, and unless defined herein, capitalized terms shall have the meanings ascribed to such terms in **SCHEDULE I** hereto.

## 2. ORGANIZATION; POWERS

2.1. Continuation of Limited Partnership.

The Partners to this Agreement hereby agree to continue the Partnership subject to the terms of this Agreement and pursuant to and in accordance with the Israeli Partnership Ordinance [New Version] 5735-1975, as amended from time to time (the "**Partnership Ordinance**") and the Initial Agreement is hereby amended and restated in its entirety by its deletion and replacement by this Agreement. The Initial Limited Partner hereby confirms receipt of the return of any Contributions made by it to the Partnership (if any) and withdraws from the Partnership simultaneously with the admission of the first additional Limited Partner, and none of the Partners shall have any claim against the Initial Limited Partner as such.

2.2. Name; Offices.

The name of the Partnership is Nevateam Partners, Limited Partnership. The Partnership shall have the exclusive right to use such name as long as the Partnership continues. The name of the Partnership may be changed at any time by the General Partner without the consent or approval of the Limited Partners, *provided*,

that the General Partner shall give prompt notice to the Limited Partners of any such change. The initial address of the Partnership's registered office shall be at 20 Lotus St., Ness Ziona, Israel 7404576. The principal office of the Partnership shall be located in Israel. The General Partner may change the locations of the principal office and registered office of the Partnership to such other locations as the General Partner may specify from time to time in a written notice to the other Partners, *provided*, that the registered office shall be located at all times in Israel. The General Partner, in its sole discretion, may cause the Partnership to open additional offices.

2.3. Purpose; Powers.

The principal purpose of the Partnership is to generate favorable returns through realizing significant long-term appreciation from locating, investing in, holding and disposing of equity, equity related and other investments, primarily in Israeli and Israeli-related (including some non-Israeli and/or non-Israeli-related companies which will account for up to 15% of the Partnership's total portfolio) mostly in early-stage and mid-stage technology companies with underlying technologies in the fields of food-tech, agri-tech, and sustainability (the "**Key Areas**") (including follow-on investments therein), including securities convertible into or exercisable or exchangeable for equity securities, stock, notes, bonds, debentures and evidence of indebtedness. Key Areas may be updated with the approval of the Limited Partners holding at least two thirds (2/3) in interest of the Partnership. Subject to the provisions of this Agreement, the Partnership may engage in any activity that is lawful for, and shall have all of the powers available to, a limited partnership organized under the Partnership Ordinance.

## 3. PARTNERS; MANAGEMENT AND CONTROL

3.1. Names, Addresses and Capital Commitments.

The name, address, electronic mail address and Capital Commitment of each Partner are set forth in the List of Partners. The General Partner shall cause the List of Partners to be revised, without the necessity of obtaining the consent of any other Partner, to reflect any changes in the identity, addresses, electronic mail addresses or Capital Commitments of the Partners pursuant to the terms of this Agreement. Each Partner shall promptly provide the Partnership with the information required to be set forth for such Partner on the List of Partners and shall thereafter promptly notify the Partnership of any change to such information. The General Partner shall maintain the List of Partners in accordance with the requirements of the Partnership Ordinance.

3.2. Status of Limited Partners.

3.2.1. Limited Liability. Except as otherwise required by applicable law or the terms of this Agreement, no Limited Partner, in its capacity as such, shall be liable for the debts and obligations of the Partnership so long as such Limited Partner does not take part in the conduct of the business of the Partnership; *provided*, *however*, that each Limited Partner shall be required to pay to the Partnership (a) any unpaid Contributions that such Limited Partner has agreed to make to the Partnership pursuant to Article 6; (b) the amount of any distribution that such Limited Partner may be required to return to the Partnership pursuant to the Partnership Ordinance; and (c) the unpaid balance of any other payments that such Limited Partner expressly is required to make to the Partnership pursuant to this Agreement, including, without limitation, Sections 6.6 and 12.11, or pursuant to such Limited Partner's subscription agreement, accession agreement, transfer agreement, or other agreement pursuant to which such Limited Partner agreed to acquire a limited partner interest in the Partnership and to become a party to this Agreement (any such agreement, a "**Subscription Agreement**"). If a Limited Partner is obliged pursuant to the Partnership Ordinance to return a distribution made to it where the Partnership is insolvent, the simple rate of interest on such repayment shall be zero (0%) percent per annum.

3.2.2. Effect of Death, Dissolution or Bankruptcy. Upon the death, incompetence, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of such Limited Partner

under this Agreement shall inure to the benefit of, and shall be binding upon, such Limited Partner's successor(s), estate, or legal representative.

3.2.3. No Control of Partnership. Except as otherwise expressly provided herein, no Limited Partner shall have the right or power to: (a) withdraw or reduce its Contribution to the capital of the Partnership; (b) cause the winding up and dissolution of the Partnership; or (c) demand or receive property in return for its Contributions. No Limited Partner, in its capacity as such, shall take any part in the conduct of the business of the Partnership, undertake any transactions on behalf of the Partnership, or have any power to sign for or otherwise to bind the Partnership.

3.3. Additional Limited Partners.

3.3.1. Additional Capital Commitments. Subject to the provisions of this Agreement, during the period from the date on which the General Partner has determined that the Partnership has Capital Commitments of at least US$20,000,000 in the aggregate (or such lower amount determined by the General Partner in its sole and exclusive discretion) and the first investor is admitted to the Partnership (the "**Initial Closing Date**") through the twelve (12) month anniversary of the Initial Closing Date, unless extended by the General Partner by up to six (6) additional months, in its sole discretion (such last applicable date, the "**Final Closing Date**"), the General Partner is authorized, but not obligated, to admit to the Partnership one or more additional Limited Partners (each, an "**Additional Limited Partner**") and to accept additional Capital Commitments from existing Limited Partners, who shall be deemed to be Additional Limited Partners to the extent of such additional Capital Commitments. The Partnership aims to accept Capital Commitments in the aggregate amount of up to US$80 million; *provided*, that the General Partner may exceed the foregoing target by up to 15% in its sole discretion; any increase beyond 15% shall require the consent of the Advisory Board. For as long as the Initial Closing Date has not been declared, the General Partner may resolve, in its sole and absolute discretion, not to commence the Partnership's activities for any and no reason whatsoever.

Additional Capital Commitments shall be accepted and Additional Limited Partners shall be admitted to the Partnership pursuant to this Section 3.3.1 only if:

3.3.1.1. Each such Additional Limited Partner shall contribute, on or after (as determined by the General Partner) the date of its admission or the acceptance of its additional Capital Commitment, the same percentage of its Capital Commitment or its additional Capital Commitment, as the case may be, as has been contributed by the other non-Defaulting Limited Partners prior to such date (excluding any Contributions pursuant to Section 3.3.1.2 below), with the applicable portion thereof being applied towards payment of Management Fee with respect to the Additional Limited Partner from the Initial Closing Date; and

3.3.1.2. Each such Additional Limited Partner shall contribute to the Partnership at the same time an interest-equivalent amount equal to the interest that would be payable on a debt obligation in the amount of the Contribution made pursuant to Section 3.3.1.1, computed at cumulative simple rate of 5% per annum for the period from the due date or dates on which the other Partners were required to make their earlier Contributions to the date of such Contribution ("**Late Entry Interest**"). Such interest is not intended to constitute part of the Additional Limited Partner's Capital Commitment, nor increase its Capital Account, and thus the allocations otherwise provided for in this Agreement shall be adjusted pursuant to Section 8.2 so that the increase in the Additional Limited Partner's Capital Account attributable to the contribution of such interest-equivalent amount is fully offset by special allocations of loss or expense to such Partner; *provided*, that the General Partner may, in its sole discretion, waive such Late Entry Interest or make adjustment to the interest required hereunder, as it deems equitable. The General Partner may, in its sole discretion, distribute the Late Entry Interest payable to the Partnership to all Limited Partners that are not Additional Limited Partners for the purpose of the paid Late Entry Interest, or such Late Entry Interest amount to their respective Capital Accounts (as if they have made a Contribution in such amount) in accordance with their respective

Contributions to the Partnership.

3.3.2. Accession to Agreement. Each Person who is to be admitted as an Additional Limited Partner pursuant to this Agreement or as a Limited Partner pursuant to Article 11 shall accede to this Agreement by executing, together with the General Partner, a counterpart signature page to this Agreement dated on the day of such admission providing for such admission on its own behalf and as attorney for each other Partner. The General Partner shall make any necessary filings with the appropriate governmental authorities and take such actions as are necessary under applicable law to effectuate such admission.

3.3.3. General Partner Capital Commitment. The General Partner and/or the Management Company and/or the Principals and/or its or their Affiliates shall contribute capital to the Partnership, by way of cash or in-kind contribution, in an aggregate amount equal to the higher of (i) 2% of the aggregate Capital Commitments (calculated on Final Closing Date); and (ii) US$600,000 ("**GP's Commitment**"). Except as otherwise provided in this Agreement, neither Management Fee nor Carried Interest shall be payable on the partnership interests held by the General Partner, the Principals, their Affiliates, and their respective members and shareholders. The General Partner and the Management Company, may each waive their right to receive amounts on account of Management Fee and any such amount waived will be deemed contributed by the General Partner to the capital of the Partnership and counted towards the Contribution of the General Partner ("**Deemed Contribution**"). Unless otherwise specifically provided, or where the context otherwise indicates, all references in this Agreement to the General Partner's 'Commitment', 'Capital Contribution' or 'Contribution' to the Partnership shall include any Deemed Contribution.

3.4. Anti-Money Laundering and Global Trade Compliance.

3.4.1. Each Limited Partner hereby represents and covenants to ensure that:

3.4.1.1. none of the monies that such Limited Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under Israeli law, United States law or the law of the jurisdiction in which such activity took place; and

3.4.1.2. no Contribution or payment by such Limited Partner to the Partnership, to the extent that such Contribution or payment is within such Limited Partner's control, and no distribution to such Limited Partner (assuming such distribution is made in accordance with instructions provided to the General Partner by such Limited Partner) shall cause the Partnership, the Management Company, the General Partner or any of the Principals to be in violation of any anti-money laundering, anti-organized crime or anti-terror financing laws, regulations and administrative pronouncements (the "**Anti-Money Laundering Laws**"), including, without limitation, the Israeli Money Laundering Prohibition Law of 2000, the Israeli Combat with Criminal Organizations Law of 2003, the Israeli Combat Against Terror Law of 2016, the Bank of Israel Law of 2010, the Proceeds of Crime Law, the United States Bank Secrecy Act, the United States Racketeer Influenced and Corrupt Organizations Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 or any other anti-money laundering, bank secrecy or other similar laws or regulations of the State of Israel, of the United States or of any other applicable jurisdiction, in each case as amended and any successor statute thereto and including all regulations promulgated thereunder.

3.4.1.3. no Contribution or payment by such Limited Partner to the Partnership, to the extent that such Contribution or payment is within such Limited Partner's control, no distribution to such Limited Partner (assuming such distribution is made in accordance with the wiring instructions provided to the General Partner by such Limited Partner), or any other transaction contemplated hereunder with such Limited Partner or any third party on its behalf shall cause the Partnership, the Management Company, the General Partner, the Principals or any of their Affiliates to be in violation of sanctions legislation of the United States,

including without limitation to orders and regulations administered by the US Treasury Department's Office of Foreign Assets Control (OFAC) or pursuant to European Union and/or United Kingdom and/or Israeli legislation or of any other applicable jurisdiction, in each case including all regulations and orders issued under such legislation ("**Sanctions**").

3.4.2. Each Limited Partner:

3.4.2.1. shall promptly notify the General Partner if, to the knowledge of such Limited Partner, there has been any violation of Section 3.4.1;

3.4.2.2. shall provide the General Partner, with all additional information regarding such Limited Partner and its beneficial owner(s) that the General Partner, at its sole discretion, reasonably deems necessary or advisable in order to ensure compliance with the Anti-Money Laundering Laws, Sanctions, and all applicable laws, regulations and administrative pronouncements concerning money laundering and other criminal activities; and

3.4.2.3. shall notify the General Partner should the Limited Partner, its beneficial owners, controllers or authorized persons be or become subject to Sanctions.

3.4.2.4. understands and agrees that if, at any time, the requirements of Section 3.4.1 are not satisfied, or if otherwise required by any Anti-Money Laundering Laws, Sanctions, or any applicable law or regulation related to anti money laundering or other criminal activities, the General Partner may take appropriate actions to ensure that the Partnership and the General Partner are in compliance with all such applicable laws, regulations and pronouncements.

3.4.3. Each Limited Partner acknowledges and agrees that the Partnership or the General Partner may release confidential information regarding such Limited Partner and, if applicable, any of its beneficial owners, to governmental authorities if the General Partner is legally obligated to or, in its sole discretion, determines that releasing such information is in the best interest of the Partnership in light of any regulations or administrative pronouncements promulgated under the laws referred to in Section 3.4.1.

3.5. Management and Control of Partnership.

3.5.1. Management by General Partner. The management, policies and control of the Partnership shall be vested exclusively in the General Partner.

3.5.2. Powers of General Partner. Except as otherwise explicitly provided herein, the General Partner shall have the power on behalf and in the name of the Partnership to implement the objectives of the Partnership and to exercise any rights and powers the Partnership may possess, including without limitation, the power to cause the Partnership to make any elections available to the Partnership under applicable tax or other laws (other than elections specifically prohibited hereunder). No Person, in dealing with the General Partner, shall be required to determine the General Partner's authority to make any commitment or engage in any undertaking on behalf of the Partnership, or to determine any fact or circumstance bearing upon the existence of the authority of the General Partner. Without limiting the foregoing, but except as otherwise provided in this Agreement, the General Partner is hereby authorized and empowered in the name of and on behalf of the Partnership:

3.5.2.1. to incur all expenditures which it considers to be necessary or advisable to the conduct of the Partnership's business;

3.5.2.2. to direct the investment activities of the Partnership;

3.5.2.3. to enter into, execute, amend, supplement, acknowledge and deliver any and

all agreements, contracts, documents, certifications and instruments with such parties (including Affiliates and related parties of the General Partner) as the General Partner deems necessary or advisable for the conduct of the Partnership's business and investment activities;

3.5.2.4. to borrow money in accordance with Section 4.4 and to create collaterals with respect to such borrowings;

3.5.2.5. to establish and maintain one or more bank and brokerage accounts for the Partnership in such bank or banks and at such broker or brokers as the General Partner may, from time to time, designate as depositories of the funds of the Partnership;

3.5.2.6. to retain an administrator, accountants, lawyers, custodians and brokers on behalf of the Partnership;

3.5.2.7. to pay, from the assets of the Partnership, all debts and obligations incurred by the Partnership;

3.5.2.8. pending investment in Portfolio Investments or cash distributions to the Partners, make short-term investments of Partnership capital;

3.5.2.9. to engage in any kind of activity and to perform and carry out contracts of any kind necessary or advisable to, or in connection with or convenient or incidental to, the accomplishment of the purposes of the Partnership;

3.5.2.10. to apply for any ruling or make such elections under relevant tax laws as to the treatment of items of Partnership income, gain, loss and deduction, and as to all other relevant matters, as the General Partner deems necessary, appropriate or advisable and selection of the method of accounting and bookkeeping procedures to be used by the Partnership;

3.5.2.11. to prepare and file all tax returns of the Partnership and act as the tax matters partner or representative if required under applicable law;

3.5.2.12. to bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership and represent the Partnership in front of any governmental agency, including without limitation, any tax authority, VAT authority and any securities authority;

3.5.2.13. to retain the Management Company to provide management, advisory and related services to the Partnership in accordance with any management agreement; and

3.5.2.14. to take such other actions on behalf of the Partnership as it deems necessary or desirable to manage the business affairs and investment activities of the Partnership.

3.6. Time Commitment of the General Partner and Principals; Other Activities.

3.6.1. Obligation to Devote Business Time to the Partnership. Except as otherwise provided in this Article 3 or as otherwise agreed to by the Advisory Board, during the Commitment Period the General Partner and the Principals shall devote the substantial majority of their business time to the affairs and activities of the Partnership, Nevateam Funds and Related Entities.

3.6.2. Other Activities of Partners. Subject to Section 3.6.1 and the other provisions of this Agreement, any Partner and its respective partners, members, stockholders, officers, directors, managers, trustees, employees, agents and Affiliates may invest, participate, or engage in (for their own accounts or for the accounts of others), or may possess an interest in, other financial ventures, and investment, professional,

civic and political activities of every kind, nature and description, independently or with others, including but not limited to: management of other investment partnerships; investment in, financing, acquisition or disposition of securities; investment and management counseling; providing brokerage and investment banking services; or serving as officers, directors, managers, consultants, advisers or agents of other companies, partners of any partnership, members of any limited liability company or trustees of any trust (and may receive fees, commissions, remuneration or reimbursement of expenses in connection with these activities). Neither the Partnership nor any Partner shall have any rights, solely by virtue of this Agreement, in or to any activities permitted by this Section 3.6.2 or to any fees, income, profits or goodwill derived from such activities.

3.7. Successor Funds.

Without the prior written consent of the Advisory Board, none of the General Partner, the Management Company or any Principal shall, during the Commitment Period, organize another investment fund or pooled investment vehicle whose investment objectives, criteria and scope are substantially identical to that of the Partnership (a "**Successor Fund**"); *provided*, *however,* that this limitation shall not apply to any Parallel Fund, an Alternative Investment Vehicle or a Co-Investment Entity. Neither the Partnership nor any Partner shall, solely by reason of this Agreement, have any right, title or interest in or to any Successor Fund.

3.8. Parallel Funds.

3.8.1. Notwithstanding anything in this Agreement to the contrary, the General Partner may form one or more limited partnerships or other investment vehicles or investment advisory programs to invest in parallel with the Partnership (each, a "**Parallel Fund**") in order to comply with securities laws or to address tax, legal, regulatory or other issues of investors in such entity or program. The Partnership and any Parallel Fund, if organized, are sometimes collectively referred to herein as the "**Nevateam Funds**." The Limited Partners of the Partnership and the limited partners or equivalent non-manager participants in any Parallel Fund are sometimes collectively referred to herein as the "**Nevateam Investors**".

3.8.2. Except (a) where restricted or prohibited by law, rule, regulation or other applicable restriction, or (b) where the potential returns to investors in the Partnership or a Parallel Fund would be unattractive due to tax, legal, regulatory or other considerations, a Parallel Fund shall invest in every investment made by the Partnership (other than Temporary Investments) at the same time and on substantially the same terms as the Partnership. Except as otherwise determined by the Advisory Board, investments shall be allocated between and among the Partnership and any Parallel Funds in proportion to the capital of each entity available for investment, to the extent practicable. The Partnership and any Parallel Funds shall dispose of their investments at the same time, on substantially the same terms, and in the same relative amounts, to the extent practicable. The Partnership and any Parallel Fund shall share common fees and expenses related to Portfolio Investments in proportion to the capital invested by each entity in such Portfolio Investments, to the extent practicable.

3.8.3. If, upon subsequent closings of the Nevateam Funds, there is a change in the ratios of the aggregate capital commitments made to each such fund to the aggregate capital commitments made to all such funds, then the General Partner may adjust (a) the allocation of existing Portfolio Investments between and among such funds, including by transferring a portion of investments from one fund to another and (b) the relative amounts paid by such funds in respect of expenses, to reflect as nearly as practicable the situation that would have existed if the respective aggregate capital commitments made to each fund had always been in the same relative proportions as those in effect after the change in the ratio of capital commitments.

3.9. Alternative Investment Vehicle.

3.9.1. Notwithstanding anything in this Agreement to the contrary, and in addition to the General Partner's authority to form a Parallel Fund, if the General Partner determines in good faith that for legal, tax,

regulatory, accounting or other similar reasons, or to facilitate the acquisition or management of portfolio securities, it is desirable that an investment be made utilizing an alternative investment structure, the General Partner shall be permitted to structure the making of all or any portion of such investment outside of the Partnership, by requiring any Partner or Partners to, and such Partner or Partners shall, make such investment either directly or indirectly in, and become a limited partner, member, stockholder or other equity owner of, one or more partnerships, limited liability companies, corporations or other vehicles (other than the Partnership) (each, an "**Alternative Investment Vehicle**") (a) of which the General Partner, an Affiliate of the General Partner or one or more of their respective partners, members, managers, directors or officers shall serve as general partner, manager or in a similar capacity and (b) which shall invest on a parallel basis with, or in lieu of, the Partnership, as the case may be. Additionally, the General Partner shall be permitted to form more than one Alternative Investment Vehicle for the making of a single investment and may require that different Partners invest in different Alternative Investment Vehicles as the General Partner determines to be necessary or advisable for legal, tax, regulatory, accounting or other similar reasons.

3.9.2. The Limited Partners and the General Partner (or its Affiliate), to the extent of their investment participation in an Alternative Investment Vehicle, may be required to make Contributions directly to such Alternative Investment Vehicle to the same extent, for the same purposes and on substantially the same terms and conditions as Partners are required to make capital contributions to the Partnership, and such Contributions shall reduce the unfunded Capital Commitment of each Partner to the same extent that it would be reduced if made to the Partnership. The organizational documents of any such Alternative Investment Vehicle may be executed on behalf of Limited Partners investing therein by the General Partner pursuant to Section 14.10.1.

3.9.3. The provisions of this Section 3.9 may be effected by initially forming an Alternative Investment Vehicle, in whole or in part, as an investment of the Partnership, and then distributing the interests in such investment as a special distribution not otherwise subject to the terms of this Agreement to such Partners, and in such amounts, as is necessary or desirable in order to effectuate the purposes of this Section 3.9, as determined by the General Partner.

3.9.4. The Partnership and each Alternative Investment Vehicle shall each maintain separate books of account and the Partnership shall not commingle its assets and liabilities with those of any Alternative Investment Vehicle. All items of income, gain, loss and deduction of the Partnership shall be allocated to the Partners, all distributions by the Partnership shall be made to the Partners and all returns of distributions by the Partners shall be made to the Partnership. All items of income, gain, loss and deduction of any Alternative Investment Vehicle shall be allocated to the partners or members of such Alternative Investment Vehicle, all distributions by any Alternative Investment Vehicle shall be made to the partners or other members of such Alternative Investment Vehicle and all returns of distributions by the partners or members of any Alternative Investment Vehicle shall be made to such Alternative Investment Vehicle. Subject to the foregoing but notwithstanding any other provision in this Agreement to the contrary, the economic provisions of this Agreement and the partnership or similar agreement or instrument governing each such Alternative Investment Vehicle are intended to be, and hereby shall be, construed in all material respects and effected in such a manner as to cause each Limited Partner individually, and the General Partner and its affiliated entities that may be utilized to effectuate this Section 3.9 collectively, to receive the same aggregate allocations and distributions, at substantially the same times, from the Partnership and the Alternative Investment Vehicle as they would have been entitled to receive if (i) all capital contributions to the Alternative Investment Vehicle were made to, and all distributions from the Alternative Investment Vehicle were made by, the Partnership, (ii) all Alternative Investment Vehicle investments were initially acquired by, and were at all times held by, the Partnership, (iii) all Alternative Investment Vehicle expenses (including management fees incurred or paid by any Alternative Investment Vehicle) were incurred and paid solely by the Partnership, and (iv) all Alternative Investment Vehicle management fee offsets were with respect to the Partnership; *provided*, *however*, that the

allocations and distributions may differ as a result of taxes and other expenses paid or payable by the Alternative Investment Vehicle (or any entity included in such vehicle), and, to the extent practicable, such taxes and other expenses shall be borne by the Limited Partners for whose benefit the Alternative Investment Vehicle was established. Without limiting the foregoing, there shall be no duplication of management fees, management fee offsets, recalls of distributions, or general partner return obligations among the Partnership and the Alternative Investment Vehicles. In the event that a Limited Partner Transfers any portion of its interest hereunder in the absence of a corresponding Transfer of a proportionately equivalent interest of such Limited Partner in each Alternative Investment Vehicle in which it is a limited partner or similar investor, or if any limited partner or similar investor in any Alternative Investment Vehicle Transfers any portion of its interest in any such entity without a corresponding Transfer of a proportionately equivalent interest hereunder, such corresponding transferred and retained interest shall continue to be subject to the provisions of this Section 3.9, unless otherwise determined by the General Partner in its sole discretion. Except as otherwise determined by the General Partner on or about the time of formation of the Alternative Investment Vehicle, any issue regarding the interpretation of how the Partnership and the Alternative Investment Vehicle interact shall be governed by the laws of the State of Israel.

3.9.5. The General Partner's return obligations pursuant to Section 10.7 and the corresponding return obligations of the general partners or similar participants in the Alternative Investment Vehicles, shall allocated among such Persons pro rata based on the aggregate unreturned carried interest distributions received by each of them or on such other basis as determined by the General Partner.

3.9.6. Any Limited Partner that defaults on its obligations to any Alternative Investment Vehicle in which it invests and becomes a "defaulting partner," "defaulting member" or similar defaulting Person under an agreement or instrument governing such Alternative Investment Vehicle (after giving effect to any applicable cure periods thereunder) shall also be a Defaulting Partner hereunder and any Limited Partner that becomes a Defaulting Partner of the Partnership shall also be a "defaulting partner," "defaulting member" or similar defaulting Person under an agreement or instrument governing such Alternative Investment Vehicle.

3.9.7. The economic terms of each Alternative Investment Vehicle shall be substantially the same in all material respects as those of the Partnership, subject to Section 3.9.6 and any legal, tax, regulatory, accounting or other similar considerations. Notwithstanding the foregoing, it is the intention of the Partners that the Partnership and each Alternative Investment Vehicle be treated as a separate entity (and not in partnership with one another) for United States federal and other income tax purposes.

3.9.8. Investments made by Alternative Investment Vehicles alongside (rather than in lieu of) the Partnership shall be made and disposed of at substantially the same time and on substantially similar terms as the Partnership, subject in each case to any legal, tax, regulatory, accounting, or other similar considerations that may limit the timing, amount or type of such investment or disposition.

3.10. Feeder Funds.

3.10.1. The General Partner shall be permitted to organize one or more limited partnerships or other investment vehicles (each, a "**Feeder**") in order to facilitate investments in the Partnership and/or in any Parallel Funds by Persons wishing to make indirect investments in the Partnership or such Parallel Funds, as the case may be. On each occasion that the Limited Partners or the Nevateam Investors are required or have the right to vote on a matter, the General Partner may permit any Feeder to divide its vote into one or more separate votes to reflect votes by Feeder investors as limited partners or members of such Feeder. Notwithstanding any other provision of this Agreement, in the event a Feeder investor fails to make a capital contribution to a Feeder, and, as a result of such failure, such Feeder does not make all or a portion of the Contribution or other payment required to be made thereby to the Partnership, the Feeder shall be characterized as a Defaulting Partner for all intents and purposes solely with respect to that portion of the Feeder's interest

relating to such Feeder investor's interest in the Feeder. The General Partner may determine that any Limited Partner shall be treated as a Feeder for the purposes of this Agreement. Each Feeder shall be designated as such by the General Partner in the books and records of the Partnership.

3.10.2. By subscribing for an interest in the Partnership, each Limited Partner who is a Feeder hereby undertakes, via the manager or general partner of such Feeder, that it shall contain provisions in such Feeder governing documentation allowing the General Partner to enforce all the provisions of this Agreement in a "back-to-back" manner *vis-à-vis* any Feeder investor, including with respect to the default and Giveback provisions herein. Additionally, such Limited Partners hereby undertake that they shall ensure that the General Partner shall be deemed a third-party beneficiary of such Feeder governing documentation such that the General Partner shall be able to enforce all such provisions directly on the Feeder investors if the General Partner shall elect to do so. Each Feeder shall bear the costs and expenses associated with its own formation. The provisions of this Section 3.10.2 are a condition precedent for the General Partner's acceptance of any Feeder's subscription and admission thereof as a Limited Partner.

3.11. Investment Subsidiary.

If the General Partner determines in good faith that for legal, tax, regulatory, accounting or other similar reasons, or to facilitate the acquisition or management of Portfolio Investments, it is desirable that an investment be made by the Partnership through one or more partnerships, corporations, trusts or other entities all or substantially all of the beneficial interests in which are held directly or indirectly by the Partnership and the General Partner (an "**Investment Subsidiary**"), the General Partner shall be authorized to establish such Investment Subsidiary and cause the Partnership to utilize it for purposes of making one or more Portfolio Investments. In connection with such use of an Investment Subsidiary, the General Partner shall also be authorized, but not required, to adjust in good faith the provisions of this Agreement relating to (i) the allocation of any items of income, gain, loss, deduction and expense and (ii) distributions, to minimize the tax and other costs associated with the use of the Investment Subsidiary and to cause tax and other such costs to be borne directly or indirectly by the Limited Partner(s) for whose benefit the Investment Subsidiary was established.

3.12. Advisory Board.

3.12.1. Appointment; Removal. The Partnership may form a committee of minimum five (5) but no more than eight (8) members (the "**Advisory Board**"), which shall consist exclusively of certain Nevateam Investors (who are not affiliated with the General Partner and/or the Principals), or representatives thereof, who shall be appointed by the General Partner and who may be removed or replaced by the General Partner, in its sole discretion. If one or more Parallel Funds have been formed, then the same Advisory Board shall serve as the Advisory Board for the Partnership and such Parallel Fund(s) and, to the extent feasible and appropriate, shall make decisions with respect to all such entities on a joint and consistent basis. The Advisory Board shall meet from time to time at the request of the General Partner.

3.12.2. Duties. The duties of the Advisory Board (or its sub-committees) shall be to:

3.12.2.1. Consult and advise the General Partner on matters regarding potential conflicts of interest between the General Partner and the Partnership submitted to it by the General Partner; and

3.12.2.2. Undertake such other duties as are required by this Agreement or reasonably requested by the General Partner.

Neither the Advisory Board nor any member thereof (acting in such capacity) shall undertake any action on behalf of the Partnership with any third party or have the power to bind any Nevateam Fund or any authority to act for any Nevateam Fund or on its behalf.

3.12.3. Reimbursement of Expenses. Members of the Advisory Board shall receive from the Nevateam Funds reimbursement for any reasonable out-of-pocket travel expenses incurred in connection with their attendance at meetings of the Advisory Board, but shall receive no fees or other compensation from the Partnership in connection with their duties as members of the Advisory Board.

3.12.4. Voting; Adoption of Rules and Procedures. Except as otherwise provided in this Agreement, all approvals, disapprovals and other actions taken by the Advisory Board shall be authorized by a majority in number of the Advisory Board members. Any approval, disapproval or other action required or permitted to be taken by the Advisory Board may be taken by written consent signed by not less than the percentage of members of the Advisory Board which is required to take such approval, disapproval or other action. The General Partner may adopt other rules and procedures, not inconsistent with this Agreement, relating to the conduct of the Advisory Board's affairs, *provided*, that such rules and procedures shall be subject to the approval of the Advisory Board.

3.12.5. Limited Partner Substitute Approval. Notwithstanding anything to the contrary hereunder, if the Advisory Board is not established or in the event that the Advisory Board is not in place at any such time an approval, consent or other action required from the Advisory Board hereunder, such approval, consent or action may instead be obtained from or taken by the Limited Partners holding at least two-thirds (2/3) in interest of the Partnership.

3.13. Strategic Advisory Board.

The General Partner may establish a Strategic Advisory Board to advise the Partnership and any Parallel Fund, including with respect to investment opportunities (the "**Strategic Advisory Board**"). The Strategic Advisory Board shall have no binding authority, and its recommendations will be of no binding effect. The members of the Strategic Advisory Board shall be elected by the General Partner, in its sole discretion. The Strategic Advisory Board shall mainly consist of prominent professionals with expertise in the industries in which the Partnership plans to make investments or whose experience, perspective or contacts, in the sole discretion of the General Partner, may be of value to the Partnership. Any member of the Strategic Advisory Board may be removed or replaced by the General Partner in its sole discretion. The duties of the Strategic Advisory Board shall be to advise the General Partner and the Management Company, at their request, on strategic matters and trends in the Partnership's areas of focus, to assist the General Partner and the Management Company in reviewing potential investment opportunities and to advise and assist with respect to Portfolio Investments. Without derogation from the provisions of Section 12, members of the Strategic Advisory Board shall receive no compensation or remuneration from the Partnership or any Parallel Fund in consideration for serving as members of the Strategic Advisory Board.

## 4. INVESTMENTS AND ACTIVITIES

4.1. Amount of Investments.

The Partnership's aggregate Total Investment (whether from Contributions or from amounts received by the Partnership as a distribution from, or in redemption of the securities of, a Portfolio Company) with respect to all Portfolio Companies over the life of the Partnership shall not exceed 100% of the aggregate Capital Commitments of all Partners. The "**Total Investment**" in a Portfolio Company shall mean the sum of the aggregate purchase price paid by the Partnership for an equity investment in the Portfolio Company, the principal amount of any loan to or debt investment in the Portfolio Company by the Partnership, and the amount of any outstanding obligations of the Portfolio Company that have been paid pursuant to guarantees by the Partnership. For purposes of the above definition, (a) amounts invested in a Portfolio Investment that are realized, repaid, refinanced or otherwise recouped within twelve (12) months of the Partnership making such Portfolio Investment or upon a sale or other disposition of a portion of such Portfolio Investment to another

Nevateam Fund pursuant to sections 3.8 or 3.9 shall be disregarded for purposes of determining the Partnership's aggregate Total Investment with respect to all Portfolio Companies over the life of the Partnership, and (b) a loan to or debt investment in a Portfolio Company (i) that is later repaid in full shall be disregarded or (ii) that is, in effect, converted to equity shall not be treated as two separate investments.

4.2. Other Investment Limitations.

4.2.1. Without the prior approval of the Advisory Board, the Partnership's Total Investment in any single Portfolio Company (including its Affiliates) shall not exceed 15% of the aggregate Capital Commitments of all Partners; *provided*, *however*, that solely for the purposes of this Section 4.2.1, Portfolio Company shall include all Affiliates of such Portfolio Company in which the Portfolio Company owns more than 50% of the outstanding voting securities of such Affiliate.

4.2.2. Without the consent of Advisory Board (with respect to items Section 4.2.2.2 and Section 4.2.2.3, the unanimous consent of all members of the Advisory Board), the Fund shall not invest:

4.2.2.1. more than 10% of aggregate Capital Commitments in publicly traded securities;

4.2.2.2. more than 15% of aggregate Capital Commitments in Portfolio Companies whose primary business are outside the Key Areas and/or which are organized and/or operating solely outside of Israel;

4.2.2.3. in any other investment fund or pooled investment vehicle;

4.2.2.4. in a Portfolio Company if the board of directors (or other analogous governing body) of such Portfolio Company opposes such investment; or

4.2.2.5. in a Portfolio Company whose primary business is (i) the passive ownership, development and sale of real estate or (ii) oil and gas.

4.3. Conflicts of Interest; Permitted Investments.

4.3.1. Without the prior approval of the Advisory Board, during the Commitment Period the Partnership shall not invest in the securities of any entity in which the General Partner, the Management Company, any Principal, or any Affiliate of the foregoing, has a pre-existing (i) direct ownership interest or (ii) indirect ownership interest controlled by such Principal, or Affiliate thereof; *provided*, *however*, that the foregoing restriction shall not apply to a proposed investment in any entity which, at the time of the proposed investment, is an existing Portfolio Company or is a parent or subsidiary thereof.

4.3.2. Without the prior approval of the Advisory Board, during the Commitment Period none of the General Partner, the Management Company or any Principal may invest for its own account in the securities of any Portfolio Company. The foregoing restriction shall not apply to (i) follow-on investments in Portfolio Companies in which they first acquired interest prior to the Initial Closing Date; (ii) making an investment which the foregoing Persons have actively negotiated prior to the Initial Closing Date; (iii) any Rejected Investments (as defined bellow), provided that such investments were deemed restricted by a vote of Investment Committee without the participation of the relevant conflicted person; (iv) purchases of securities of any Portfolio Company that are traded on a Public Securities Market (excluding any private transactions in public securities); (v) purchases of securities pursuant to the exercise of options or warrants received in connection with the performance of services; or (vi) Co-Investments with the Partnership in Portfolio Companies.

4.3.3. From and after the Initial Closing Date until the end of the Commitment Period, the General Partner, the Management Company, or the Principals or any Affiliate thereof shall make available to the

Nevateam Funds all investment opportunities which came to the attention of the General Partner, the Management Company, or any Principal and which are within the scope and purpose of the Nevateam Funds, except as otherwise approved by the Advisory Committee, and excluding investment opportunities:

4.3.3.1. which the Investment Committee, believes in good faith are not appropriate or relevant for the Nevateam Funds; *provided*, that if so determined, the General Partner, Principals or Affiliates thereof may, in their sole discretion, offer to all or any of the Limited Partners to participate in such investment, directly or through an entity managed thereby (such entities, the "**Rejected Investment Entity**" and such investments, the "**Rejected Investments**") *provided*, *further*, that the management fee and carried interest charged thereon shall not exceed the Management Fee and Carried Interest charged hereunder;

4.3.3.2. the offering of which may be in conflict with any Principals' obligations pursuant to other agreements (then in effect) which they are a party to;

4.3.3.3. in Arugga A.I Farming Ltd., R.N. 515730661, pursued by a special purpose vehicle managed by the General Partner and the Principles, as well as any follow-on investments in connection thereto;

4.3.3.4. which are in entities in which any Principal has invested for his own account prior to the Initial Closing Date; or

4.3.3.5. which the General Partner determines to allocate among the Nevateam Funds on such basis as the General Partner determines to be reasonable under the circumstances.

4.3.4. Nothing herein shall prohibit the General Partner, the Principals or their Affiliates from forming, managing or investing in any Parallel Fund, Alternative Investment Vehicle, Rejected Investment Entity (or Rejected Investments), Co-Investment Entity (or Co-Investments), or Excluded Investment Entity (or Excluded Investments).

4.3.5. Co-Investment; Excluded Investment Entity. The General Partner shall have the power and authority to allocate in its sole discretion, co-investment opportunities with the Partnership, including without limitation, to any Partner, investment fund, Successor Funds or to third parties and including through entities managed by the General Partner, the Principals or Affiliates thereof (the "**Co-Investments**" and "**Co-Investment Entities**", respectively). The General Partner may, in its sole discretion, enter into certain arrangements, including payment of management fees and profit-sharing arrangements, with respect to participants in such Co-Investments. The General Partner shall further have the power and authority to allocate in its sole discretion, investment opportunities which are not in the purpose or scope of the Partnership to any Person, including without limitation, to any Partner or investment fund or to third parties, and including through entities managed by the General Partner or Affiliates thereof (the "**Excluded Investments**" and "**Excluded Investment Entity**").

4.4. Borrowing.

4.4.1. The General Partner, on behalf and in the name of the Partnership, may borrow money on a short-term basis (not exceeding one hundred and twenty (120) days) pending drawdowns of Contributions; *provided*, that the outstanding amount of such borrowing shall not exceed, when so borrowed the lesser of (i) 25% of the aggregate Capital Commitments; (ii) US$10,000,000; and (iii) uncalled Capital Commitments of the Partnership.

4.4.2. Without derogation from the foregoing, in connection with any borrowing by the Partnership, the General Partner may collaterally assign or pledge to a lender to the Partnership (or an Affiliate thereof) the right to call for drawdowns of Contributions, and no such collateral assignment shall be treated as a Transfer for purposes of this Agreement or otherwise require the consent of the Limited Partners or the Nevateam

Investors.

4.5. Temporary Investments.

The Partnership shall be permitted to make short-term investments of cash pending distribution or use by the Partnership to pay Partnership Expenses or make Portfolio Investments, only in qualifying bank account deposits in reputable banks, government bonds issued by the State of Israel or government bonds rated AAA, and in any other securities which the General Partner considers not to be subject to a material risk of loss (the "**Temporary Investment**"). The Partnership may engage in hedging transactions designed to protect the Partnership against fluctuations in currency exchange rates with respect to payments due to be received by the Partnership with respect to Portfolio Investments.

## 5. FEES AND EXPENSES

5.1. Organizational Expenses.

The Partnership shall bear (or shall reimburse the General Partner and its Affiliates, as applicable) all Organizational Expenses incurred by any of them, except that any Organizational Expenses in excess of the lower of (a) 1.5% of the aggregate Capital Commitments of all Partners; and (b) US$250,000, shall be borne by the General Partner.

5.2. General Partner Expenses.

The General Partner or its Affiliates shall bear only the following expenses: compensation and expenses of the employees of the General Partner or the Management Company (as applicable), including the compensation of the partners of the General Partner in their capacity as employees of the Management Company (whether paid as a salary, a consulting fee, against an invoice or otherwise); and fees and expenses for administrative, clerical and related support services (including, without limitation, internal bookkeeping, accounting and controller functions provided by third parties, public relations and human resource management as well as information system management, all to the extent provided to the General Partner, and not to the Partnership), office space and facilities, utilities and telephone.

5.3. Partnership Expenses.

Subject to Section 5.2, the Partnership agrees to assume and pay all expenses attributable to the Partnership's activities which are not incurred by the General Partner pursuant to Section 5.2 above, including, without limitation: (a) Organizational Expenses; (b) Management Fees; (c) fees, costs and expenses related to purchasing, acquiring, negotiating, structuring, financing, managing, operating, holding, taking public or private, valuing, winding-up, liquidating, dissolving and disposing of Portfolio Investments (including potential Portfolio Investments, and whether the transaction was consummated or not), and including, without limitation, interest and fees on money borrowed by the Partnership, the Management Company, or the General Partner on behalf of the Partnership, registration expenses, custodial and other fees); (d) legal, accounting, asset and financial administration, custodian, depositary, auditing, insurance (including, without limitation, directors and officers professional indemnity liability and other insurance), travel and lodging expenses, litigation and indemnification costs and expenses, judgments and settlements, consulting, broker, finders', financing, commitment fees, printing, transfer, registration, appraisal, third party valuations, filing and other filing-related fees and expenses, investment and commercial banking fees, underwriting and escrow fees, any sales, (including, without limitation, fees, costs and expenses associated with the preparation or distribution of the Partnership's financial statements, tax returns, tax estimates and Schedules K-1 or any other compliance (including, without limitation, AEOI and AML, and any data protection applicable laws), administrative, regulatory or other Partnership-related reporting or filing, including any filings, notifications, reports or other regulatory requirements contemplated by or arising under the European Union's Alternative Investment Fund

Managers Directive or any other similar law, rule or regulation (including any implementing law, rule or regulation relating thereto)); (e) value added or other taxes (except income taxes), fees or government charges which may be assessed against the Partnership, the General Partner or any Affiliate of the General Partner; (f) fees and expenses of accountants, administrators, counsel, appraisers and consultants, and expenses (including reasonable remuneration and reimbursement of out-of-pocket expenses of members) of the Advisory Board, Strategic Advisory Board, and the Investment Committee; (g) all broken deal expenses; (h) costs and expenses that are classified as extraordinary expenses under United States generally accepted accounting principles (including, without limitation, litigation, indemnification, judgments and settlements, if any); (i) all fees costs and expenses incurred in connection with the organization, management, operation and dissolution, liquidation and final winding up of any Alternative Investment Vehicles and Parallel Funds; (j) unreimbursed costs and expenses incurred in connection with any Transfer; (k) liquidation expenses, interest expenses for borrowed money, litigation expenses including indemnification and insurance; and (l) and any other expenses properly chargeable to the activities of the Partnership as determined in good faith by the General Partner (collectively, "**Partnership Expenses**"). The Partnership shall reimburse the General Partner, the Management Company and any of their Affiliates for any Partnership Expenses incurred by any of them for and on behalf of the Partnership.

5.4. Management Company.

The General Partner may delegate to a management company which is an Affiliate of the General Partner (the "**Management Company**") certain investment management and administrative responsibilities of the General Partner under this Agreement (in which case the provisions hereunder shall apply *mutatis mutandis)* and may assign such responsibilities to other affiliated entities from time to time. Any such delegation shall not relieve the General Partner of its own duties and obligations to the Partnership as set forth in this Agreement.

5.5. Management Fee.

5.5.1. Payment. Subject to the limitations set forth below, the Partnership shall pay the General Partner or the Management Company a management fee (the "**Management Fee**") for the investment advice and other services to be provided hereunder, in connection with each Limited Partner. Commencing on the Initial Closing Date and until the permanent expiration of the Investment Period pursuant to Section 6.2, the annual Management Fee shall be equal to 2% of the aggregate Capital Commitments of all Partners. Thereafter, the annual Management Fee will be reduced to 1.75% of the aggregate Unreturned Capital Contributions of all Partners. Value added tax and similar taxes will, to the extent applicable, be added to the Management Fee payable. The General Partner may, in its sole discretion, elect not to charge all or a portion of the Management Fee with respect to certain Partners (including the General Partner and its Affiliates).

5.5.2. Timing of Payments. Payments of the Management Fee shall be calculated and made semi-annually in advance on the first Business Day of each first (1st) and third (3rd) fiscal quarter of the Partnership. The first payment shall be due upon the Initial Closing Date. If the Initial Closing Date is not the first day of a fiscal quarter of the Partnership however, the Partnership's first payment shall include the pro rata amount due until the beginning of the first succeeding fiscal quarter of the Partnership. Any Additional Limited Partner shall be allocated a portion of the Management Fee from the Initial Closing Date. For the avoidance of any doubt, no Management Fee shall be charged on GP's Commitment.

5.6. Management Fee Adjustments.

5.6.1. Adjustment for Fees and Commissions from Portfolio Companies. The General Partner and the Principals shall be permitted to receive fees, commissions and other compensation from entities other than the Partnership; *provided*, *however,* that:

5.6.1.1. 100% of all Director's fees, advisory fees, commitment fees, monitoring fees, break-up fees and success fees or other remuneration (including any options, warrants or other equity securities but excluding reimbursement of expenses) actually paid to the General Partner, any Principal or any of their Affiliates by Portfolio Companies for services rendered by such Persons ("**Portfolio Company Remuneration**") shall be used to reduce the Management Fee (but not below zero), subject to the remainder of this Section 5.6.1.

5.6.1.2. The amount of any Portfolio Company Remuneration shall be applied first against the semi-annual payment following the date of the determination of such net remuneration and then against each successive semi-annual payment until such net remuneration has been fully utilized.

5.6.1.3. For purposes of 5.6.1.2, a fee reduction shall be deemed to have occurred when Portfolio Company Remuneration is actually received by the remunerated Person and the amount of the net remuneration (and related reduction) has been determined in good faith by the General Partner. In the case of any fees paid in: (1) cash, such fees shall be deemed to be in an amount equal to the gross amount of those fees reduced by all applicable taxes, and (2) consideration other than cash, such fees shall be deemed to have been received by the remunerated Person when such consideration has been disposed of for cash and shall be deemed to be in an amount equal to the proceeds of such disposition net of acquisition and other transaction expenses (including any taxes thereon).

5.6.1.4. If any Portfolio Company Remuneration is paid by a Portfolio Company in which Parallel Funds and/or Successor Funds hold an investment, the General Partner shall determine that portion of such amounts to be applied pursuant to 5.6.1.1 and 5.6.1.2 based on the relative amounts invested in such Portfolio Company by the Parallel Funds and/or Successor Funds.

## 6. CAPITAL OF THE PARTNERSHIP; CONTRIBUTIONS

6.1. Obligation to Contribute.

6.1.1. General. Each Partner shall make Contributions to the Partnership, in accordance with and subject to the terms of this Agreement, in an aggregate amount equal to such Partner's Capital Commitment. The amount of capital required to be contributed by each Partner on the occasion of a drawdown shall be determined by the General Partner based on the ratio of such Partner's unpaid Capital Commitment to the aggregate unpaid Capital Commitments of all Partners. All Contributions shall be made to the Partnership, upon not less than ten (10) Business Days' prior written notice, by check or wire transfer or other transfer of federal or other immediately available U.S. funds on the relevant due date to the account designated for such purpose. Each Partner shall be obligated to make payment in full of each required Contribution together with any interest or other amounts due thereon, and no Partner shall make (nor shall the General Partner or the Partnership be obligated to accept) less than the full amount of any such required Contribution.

6.1.2. Additional Contributions; Deficiency Drawdowns. The General Partner is authorized to draw down Contributions from time to time during the Investment Period and thereafter for any purposes contemplated under this Agreement upon not less than ten (10) Business Days' prior written notice. Notwithstanding the foregoing, if any Limited Partner has failed to make a Contribution when due (including such Partner's initial Contribution), the General Partner in its sole discretion may call for a deficiency drawdown of Contributions from the other Partners to replace the unpaid Contribution upon ten (10) Business Days' prior written notice. For purposes of this Section 6.1.2, the amount of a Limited Partner's Contribution that is not paid when due shall be deemed to include such Partner's ratable share, determined on a grossed-up basis, of any deficiency drawdown with respect to such Limited Partner's unpaid Contribution.

6.2. Investment Period.

6.2.1. The investment period of the Partnership (the "**Investment Period**") shall commence on the Initial Closing Date and will continue until its expiration upon the occurrence of the earlier of (a) the fourth ($4^{th}$) anniversary of the Final Closing Date, unless extended by the General Partner in its sole discretion by up to additional six (6) months; and (b) the date which is one hundred and eighty (180) days from the commencement of a Suspension Period (unless such Suspension Period has been terminated pursuant to Section 6.9 below). The General Partner shall give notice to the Limited Partners upon the expiration of the Investment Period.

6.2.2. After the expiration of the Investment Period, the General Partner shall not be authorized to call for, and the Partners shall not be obligated to make, any Contributions to fund Portfolio Investments *other than* (i) pay Partnership Expenses (including Management Fees); (ii) finance follow-on investments in existing Portfolio Companies and their respective subsidiaries; (iii) finance investments made in transactions that were in progress prior to the expiration of the Investment Period or transactions as to which, prior to the expiration of the Investment Period, the Partnership and the prospective Portfolio Company in which such investment is to be made (or its Affiliates) have entered into a term sheet or letter of intent including the material terms and conditions of such investment; (iv) exercise any options, warrants, convertible securities or purchase rights that existed as of the expiration of the Investment Period; (v) make Partnership guarantees to pay any indebtedness permitted under this Agreement; and (vi) finance any other investments which are approved by the Advisory Board.

6.3. No Interest or Withdrawals.

No interest shall accrue on any Partner's Contribution. No Partner shall have the right to withdraw or to be repaid its Contribution except as specifically provided in this Agreement.

6.4. General Partner's Authority to Reduce Capital Commitments.

With the prior approval of the Advisory Board, the General Partner may reduce the Capital Commitments of all Partners on a pro rata basis. The General Partner shall give each Partner written notice of the reduction, which notice shall include the amount of such Partner's reduced Capital Commitment.

6.5. Benefit of Contributions.

The provisions of this Agreement, including this Article 6, are intended to benefit the Partners and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Partnership (and no such creditor of the Partnership shall be a third-party beneficiary of this Agreement) and neither the Limited Partners nor the General Partner shall have any duty or obligation to any creditor of the Partnership to make any Contribution to the Partnership or to issue any call for capital pursuant to this Agreement.

6.6. Return of Certain Amounts Subject to Subsequent Drawdown.

6.6.1. Return of Unused Contributions. The General Partner in its sole discretion may and subject to any applicable law, cause the Partnership to return to the Partners all or any portion of Contributions that have not been invested in one or more Portfolio Investments or applied to the payment or reimbursement of expenses or other purposes together with any interest or other income or gains earned by the Partnership with such Contributions prior to their return within ninety (90) days from the due date of such Contribution. Such Contributions shall be distributed to the Partners pro rata in proportion to the respective amounts of Contributions made by them that are being returned.

6.6.2. Effect of Return of Contributions. The Contribution of any Partner receiving a return of its Contributions pursuant to Section 6.6.1 shall be reduced by the amount of the Contributions returned to such

Partner, and such Partner's unpaid Capital Commitment shall be increased by the same amount. No Partner's unpaid Capital Commitment shall be increased, however, by any amounts paid or distributed to such Partner that are attributable to the payment to such Partner of any interest-equivalent amounts contributed to the Partnership pursuant to Section 3.3.1.2. A return of a Partner's Contributions pursuant to Section 6.6.1 shall reduce such Partner's Capital Account but shall not otherwise be treated as a distribution for purposes of this Agreement, unless the context so requires.

6.7. Failure to Make Required Payment.

6.7.1. Interest. Except as otherwise provided in this Agreement, upon any failure by a Limited Partner to pay a Contribution in full when due, interest will accrue at the Default Rate on the outstanding unpaid balance of such Contribution, from and including the date such capital contribution was due until the earlier of the date of payment of such Contribution by such Partner (or a transferee) or the date on which the General Partner imposes a Default Charge hereunder, unless waived by the General Partner. The "**Default Rate**" with respect to any period shall be the lesser of (a) a rate of 12% compounding per annum, or (b) the highest interest rate for such period permitted by applicable law. The General Partner, in its sole discretion, may waive the requirement to pay interest, in whole or in part. Such interest would not constitute a Contribution to the Partnership or constitute part of a Limited Partner's Capital Commitment or Capital Account.

6.7.2. Default. Except as otherwise provided in this Agreement, if any Limited Partner fails to make a Contribution when due, and such failure continues for ten (10) Business Days after receipt by such Partner of written notice of such failure, then, the General Partner may, in its sole discretion, declare such Partner to be in default (a "**Defaulting Partner**") by written notice to such Defaulting Partner. Such notices shall be given by certified or registered mail or by reputable overnight courier service. Upon the occurrence of a default, the General Partner may, in its sole discretion, pursue one or more of the following:

6.7.2.1. The institution of an action for specific performance of the Defaulting Partner's obligation to contribute to the Partnership;

6.7.2.2. Impose a Default Charge upon the Defaulting Partner;

6.7.2.3. Subject to applicable law, offer the Defaulting Partner's entire interest in the Partnership to the other Partners for purchase, in proportion to the other Partners' Capital Commitments (with Partners accepting offers being permitted to take up offers declined by other Partners in proportion to their Capital Commitments), at any price or for no consideration, subject to such other terms as the General Partner in its sole discretion shall determine, *provided*, that the purchasing Partners agree to assume the Capital Commitment of the Defaulting Partner pro-rata to the portion of the interest of the Defaulting Partner purchased by each such Partner, including any portion then due and unpaid;

6.7.2.4. Assist the Defaulting Partner in selling its interest in the Partnership, with the full assumption by the buyer of the Defaulting Partner's Capital Commitment, including any portion then due and unpaid;

6.7.2.5. Accept a late Contribution from the Defaulting Partner, with interest (unless such interest is otherwise waived by the General Partner), in satisfaction of its then outstanding obligation to contribute hereunder;

6.7.2.6. Cause the entire unpaid Capital Commitment of the Defaulting Partner to become immediately due and payable;

6.7.2.7. Cause any distributions which would otherwise be made to the Defaulting Partner to be applied against any amounts due and payable from the Defaulting Partner;

6.7.2.8. Accept from a Defaulting Partner an abandonment of such Defaulting Partner's interest in the Partnership, including without limitation, such Partner's Contribution, Capital Account and Capital Commitment; and/or

6.7.2.9. Pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant Subscription Agreement and the Partnership Ordinance, including but not limited to the commencement of a lawsuit to collect the unpaid Contribution, interest and costs, and reimbursement (with interest at the Default Rate) of any other damages suffered by the Partnership.

6.7.3. The remedies set forth above shall be cumulative, and the use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy.

6.7.4. Default Charge. The Partners agree that the damages suffered by the Partnership as the result of a default by a Defaulting Partner will be substantial and that such damages cannot be estimated with reasonable accuracy. As liquidated damages for such default (which each Partner hereby agrees are reasonable), and subject to Section 6.7.2, the General Partner may cause both the Contribution and Capital Account of a Defaulting Partner to be reduced (but not below zero) by an amount equal to up to 100% of such Defaulting Partner's Capital Commitment at the time of the default (the "**Default Charge**"). If (except for the limitation set forth in the preceding sentence) the Default Charge would exceed either the Contribution of or the existing balance in the Capital Account of the Defaulting Partner at the time of default, then such excess shall carry over and be applied as a reduction at a subsequent time. The amount of any Default Charge levied upon a Defaulting Partner at any time shall be allocated: (i) as to the Contribution amount, to and among the respective Contributions of the non-Defaulting Partners in proportion to their respective Contributions; and (ii) as to the Capital Account amount, to and among the respective Capital Accounts of the non-Defaulting Partners in proportion to the positive balances in their respective Capital Accounts.

6.7.5. If the unpaid Capital Commitment of a Defaulting Partner is reduced, or if a Defaulting Partner's interest in the Partnership is extinguished, pursuant to this Section 6.7, then for purposes of Sections 3.6.1 and 3.7, the Defaulting Partner's Capital Commitment shall be deemed equal to the amount that it has contributed to the Partnership (taking into account any prior adjustments). For purposes of Sections 4.1, 4.2, 4.4 and 5.5.1, the Defaulting Partner shall be deemed to have a Capital Commitment equal to its Capital Commitment prior to the default. For purposes of any other provision of this Agreement for which the Defaulting Partner's Capital Commitment is relevant, the General Partner shall determine the amount of such Capital Commitment, in its sole discretion, so as to carry out the purposes of such provision.

6.7.6. Distributions and Allocations. The General Partner, in its sole discretion, and subject to any Default Charge, may cause the Partnership to withhold any distributions that otherwise would be made to a Defaulting Partner until such time as the Partnership makes its final liquidating distribution, or until such earlier time as the General Partner may determine, and use the same for any purpose. Allocations shall be made to a Defaulting Partner pursuant to the other provisions of this Agreement as determined by the General Partner, in its sole discretion.

6.7.7. Effect of Default on Remaining Interest in Partnership. The application of the aforesaid liquidated damages provisions shall not relieve any Defaulting Partner of its obligation to make all payments of its Contributions when due (and upon any subsequent failure to make its Contributions when due, the General Partner may exercise the rights and remedies set forth in this Section 6.7 on each such occasion), unless to determined by the General Partner.

6.7.8. Limited Partners' Acknowledgement. Each of the Limited Partners acknowledges and agrees that is has been admitted to the Partnership in reliance upon its agreements under this Article 6 (as well as the other provisions of this Agreement), that the General Partner and the Partnership may have no adequate

remedy at law for a breach of this Agreement and accordingly that the foregoing remedies represent a genuine pre-estimate of loss that is consented to by each Limited Partner.

6.7.9. Default due to Change in Law. The General Partner may exclude a Limited Partner from an investment (and providing a Contribution with respect thereto) to the extent that, as a result of a change in any laws or a change in any governmental rules or regulations applicable to such Limited Partner that occurs after the date of such Limited Partner's admission to the Partnership, such Contribution would be unlawful on such Limited Partner. If so determined, the General Partner may further adjust subsequent Partnership allocations and distributions, and other items hereunder, to take effect of such exclusion.

6.8. Warehoused Investments; Existing Contributions.

6.8.1. Warehoused Investments. The Limited Partners acknowledge, confirm and ratify that the General Partner, the Principals or anyone on their behalf may have commenced operations intended to be taken over by the Partnership prior to its formation and/or prior to the execution of this Agreement including, without limitation, making investments therefore (the "**Warehouse Investments**"). Warehoused Investments shall be transferred to the Partnership before, on or after the Initial Closing Date at cost; *provided* that the Warehouse Investments may not be transferred to the Partnership after twelve (12) months from the Initial Closing and *provided, further*, that Warehouse Investments may only include assets purchased in a period of eighteen (18) months preceding to the Initial Closing Date.

6.8.2. Existing Contributions. Any capital contributions received by any prospective Limited Partner prior to the Initial Closing Date to fund Warehouse Investments and/or expenses of the General Partner or the Principals which are to be borne by the Partnership shall become Contributions to the Partnership on the Initial Closing Date and deemed to have been made on the Initial Closing Date.

6.9. Key Persons Event.

If at any time during the Commitment Period, one of the following shall occur: (a) both Principals cease fail to devote such business time required under Section 3.6; (b) two (2) out of three (3) members of the Investment Committee cease to serve on the Investment Committee; and (c) both Mr. Chemi Peres and Mr. Omri Sharon cease to serve as members of the Strategic Advisory Board (each of the foregoing individuals, a "**Key Person**"), for any reason, other than in the event of any mental or physical infirmity, for a consecutive period of one hundred and twenty (120) days (each occurrence, a "**Key Person Event**"), then the General Partner shall promptly provide notice of such event to the Limited Partners. If within thirty (30) days of such notice, the General Partner has received written notice from the Advisory Board electing to exercise their right to suspend the Investment Period, the Partnership will enter a "**Suspension Period**." During a Suspension Period, no Capital Commitments will be drawn to fund new Portfolio Investments; *provided*, that the Partners will remain obligated to make Contributions throughout the duration of the Suspension Period pursuant to their respective Capital Commitments to the extent necessary to (i) pay (or set aside reserves for anticipated) Partnership Expenses (including Management Fees); (ii) fund then existing commitments to make Portfolio Investments; (iii) complete Portfolio Investments in transactions that were in process or under active consideration as of the commencement of the Suspension Period; (iv) exercise any options, warrants, convertible securities or purchase rights that existed as of the commencement of the Suspension Period; (v) fund any Partnership guarantee or pay any indebtedness; and (vi) fund follow-on investments in Portfolio Companies and their respective subsidiaries not covered in clause (ii) or (iii) or (iv) above, without the approval of the Advisory Board.

The Suspension Period will end on the first to occur of (i) the date on which the Advisory Board has approved a replacement for the departed Key Parson(s), or (ii) the date on which the Advisory Board has otherwise approved the termination of the Suspension Period.

If the Suspension Period is terminated, the Key Person Event will be deemed to have been cured, the Partnership will automatically resume its full range of activities without regard to such Key Person Event and the Investment Period shall be extended for the entire duration of the Suspension Period without the need to obtain the approval of the Advisory Board. For the avoidance of doubt, during the Suspension Period, the Management Fee will continue to be payable as if there had been no Key Person Event.

## 7. DISTRIBUTIONS

7.1. Amount, Timing and Form.

7.1.1. The General Partner shall determine the amount, timing and form (whether in cash or in kind) of all distributions made by the Partnership and shall have the discretion to determine the reserves required for payment of Partnership Expenses, liabilities and obligations (including Management Fee and anticipated liabilities), and for any purpose for which the General Partner would otherwise be authorized to draw down Contributions under this Agreement.

7.1.2. In connection with any call for Contributions under this Agreement, the General Partner is authorized to apply cash that would otherwise be distributed to a Partner in satisfaction of such Partner's obligation to make a Contribution pursuant to such call, to the extent thereof. The amount applied shall be deemed distributed to the Partner by the Partnership and then contributed by the Partner to the Partnership in satisfaction of such Partner's obligation to contribute capital hereunder and such Partner's Contribution shall be adjusted accordingly.

7.1.3. Amounts treated as distributed to a Partner pursuant to Section 7.1.2 shall be taken into account as if such amounts had been distributed to such Partner pursuant to Section 7.2.

7.2. Form of Distributions; Apportionment of Distributions.

In general, investment proceeds and other available cash (after Partnership Expenses and reasonable reserves) shall initially be apportioned among the Partners in proportion to their relative Contributions used to fund such Portfolio Investment. Any amount so apportioned to the General Partner, the Principals, their Affiliates, and their respective members and shareholders in connection with the GP's Commitment shall be distributed thereto. Subject to the foregoing, any amount so apportioned to any Limited Partner shall, be distributed as follows:

7.2.1. first, 100% to such Limited Partner, until such Limited Partner has received cumulative distributions pursuant to this Section 7.2.1 in an amount equal to its Unreturned Capital Contributions. "**Unreturned Capital Contribution**" shall mean with respect to each Partner the positive difference between such Partner's aggregate Contributions to the Partnership and the aggregate amounts distributed to such Partner by the Partnership until and including in the final liquidation of the Partnership;

7.2.2. second, 20% to the General Partner, and 80% to such Limited Partner, until such Limited Partner has received pursuant to Section 7.2.1 above and this Section 7.2.2 aggregate distributions in the amount equal 250% of the aggregate Contributions made by such Limited Partner to the Partnership; and

7.2.3. thereafter, 25% to the General Partner, and 75% to the Limited Partner (amounts distributed to the General Partner pursuant to Section 7.2.2 above and this Section 7.2.3, other than amounts distributed to the General Partner in connection with the GP's Commitment (if any) shall be considered "**Carried Interest**").

Any Carried Interest distributions shall be payable to the General Partner plus value added tax (if applicable). Notwithstanding anything to the contrary in this Agreement, any such value added tax amounts shall be treated as a Tax Liability of the Limited Partners with respect to whom such value added tax was

assessed, and shall reduce the corresponding amounts payable to them.

7.3. Distributions to the General Partner.

Notwithstanding anything to the contrary in this Article 7, the General Partner may elect not to receive part or all of any distribution to which it would otherwise be entitled under this Agreement and instead cause such amount to be distributed to all Partners in proportion to their respective Contributions; *provided*, *however*, that the General Partner, in its sole discretion, may subsequently cause the Partnership to distribute to the General Partner, out of funds available therefor, additional amounts up to the amount that would result in the General Partner receiving aggregate cumulative distributions equal to what it would have received had the General Partner not elected to forgo all or a portion of any distribution in accordance with this Section 7.3.

7.4. Distributions in Kind.

7.4.1. The General Partner intends that, prior to the winding up and liquidation of the Partnership, distributions shall include cash and Freely Tradable Securities only; *provided*, that the General Partner may, in its sole discretion, also make in-kind distributions of property and non-tradable securities to the Partners.

7.4.2. If any security is to be distributed in kind to the Partners as provided in this Article 7, then (i) such security first shall be written up or down to its value (as determined pursuant to Article 10 hereof as of the date of such distribution), (ii) any investment gain or investment loss resulting from the application of clause (iii) shall be allocated to the Partners' respective Capital Accounts in accordance with Article 8, and (iv) the value of any distributed securities (as determined pursuant to Section 14.3.4) shall be debited against the Partners' respective Capital Accounts upon a distribution of such securities in accordance with this Article 7. Each Partner agrees to execute such forms as may be reasonably necessary for the General Partner to effect any such distribution.

7.5. Tax Distributions.

The General Partner may, in its sole discretion, cause the Partnership to make tax distributions to all Partners ("**Tax Distribution**") equal to the Tax Percentage of the net taxable income and gain allocated to such Partner in respect of such Fiscal Year (except to the extent provided below), and such Tax Distributions shall be treated as advances of distributions and shall be taken into account in determining the amount of future distributions pursuant to Section 7.2 and will count as distribution for all intents and purposes. For the purposes of this Section 7.5, a "**Tax Percentage**" shall mean, with respect to net long-term capital gain, the tax rate under applicable law designated by the General Partner, applicable to such type of capital gain. The net taxable income and gain allocated to a Limited Partner will be calculated as if no deduction were permitted in respect of any item (*e.g.,* an item of Management Fee) whose deductibility is potentially subject to limitation under section 67 of the Code and losses allocated for tax purpose in previous years will offset from the net taxable gain in the year of the gain.

7.6. Amounts Withheld.

If distributions to which a Defaulting Partner otherwise would have been entitled have been withheld pursuant to Section 6.7.5, or if amounts are otherwise withheld as permitted hereunder, the amounts so withheld shall be treated as having been distributed to such Partner and any subsequent distributions of such amounts to the Defaulting Partner shall be disregarded.

7.7. Payment of Taxes.

If the Partnership incurs an obligation to pay directly any amount in respect of taxes with respect to amounts allocated or distributed to one or more Partners, including but not limited to withholding taxes imposed on any Partner's or former Partner's share of the Partnership gross or net income and gains (or items

thereof), income taxes, and any interest, penalties or additions to tax ("**Tax Liability**"), or if the amount of a payment or distribution of cash or other property to the Partnership is reduced as a result of withholding by other parties in satisfaction of any such Tax Liability:

7.7.1. All payments by the Partnership in satisfaction of such Tax Liability and all reductions in the amount of a payment or distribution that the Partnership otherwise would have received shall be treated, pursuant to this Section 7.7, as distributed to those Partners or former Partners to which the related Tax Liability is attributable;

7.7.2. Notwithstanding any other provision of this Agreement, subsequent distributions to the Partners shall be adjusted by the General Partner in an equitable manner so that, to the extent feasible, the burden of taxes withheld at the source or paid by the Partnership is borne by those Partners to which such Tax Liability is attributable; and

7.7.3. The General Partner in its sole discretion may cause any amount treated pursuant to Section 7.7.1 as distributed to any Partner or former Partner at any time that exceeds the amount, if any, of distributions to which such Person is then entitled under this Agreement to be treated as a loan to such Person, and the General Partner shall give prompt written notice to such Person of the amount of such loan.

7.8. Tax Liability.

The General Partner, after consulting with the Partnership's accountants or other advisers, shall determine the amount, if any, of any Tax Liability attributable to any Partner. For this purpose, the General Partner shall be entitled to treat any Partner as ineligible for an exemption from or reduction in rate of such Tax Liability under a tax treaty or otherwise except to the extent that such Partner provides the General Partner with such written evidence as the General Partner or the relevant tax authorities may require to establish such Partner's entitlement to such exemption or reduction.

7.9. Repayment of Any Amounts Treated as Loans.

Each Partner covenants, for itself, its successors, assigns, heirs and personal representatives, that such Person shall repay any loan described in Section 7.7.3 not later than thirty (30) days after the General Partner delivers a written demand for such repayment (whether before or after the withdrawal of such Partner from the Partnership or the dissolution of the Partnership). If any such repayment is not made within such thirty (30) day period:

7.9.1. Such Person shall pay interest to the Partnership at a cumulative simple rate of 8% per annum for the entire period commencing on the date on which the Partnership paid such amount and ending on the date on which such Person repays such amount to the Partnership together with all accrued but previously unpaid interest; and

7.9.2. The Partnership shall (1) collect such unpaid amounts (including interest) from any distributions that otherwise would be made by the Partnership to such Person or (2) subtract such unpaid amounts (including interest) from the Capital Account of such Person, in each case treating the amount so collected or subtracted as having been distributed to such Person.

7.10. Partnership Obligation.

For purposes of this Article 7, any obligation to pay any amount in respect of any Tax Liability incurred by the General Partner or any Principal with respect to income of or distributions made to any other Partner or former Partner shall constitute a Partnership obligation.

7.11. Certain Distributions Prohibited.

Anything in this Article 7 to the contrary notwithstanding, no distribution shall be made to any Partner if, and to the extent that, such distribution would not be permitted under any applicable provision of the Partnership Ordinance.

## 8. CAPITAL ACCOUNTS; ALLOCATIONS; TAX MATTERS; COMPLIANCE

8.1. Capital Accounts.

The Partnership shall maintain a separate capital account for each Partner (each, a "**Capital Account**") which shall be (a) increased by (i) such Partner's Contributions and (ii) allocations of income or gain made to such Partner; (b) decreased by (i) the amount of cash or the fair market value of any other property distributed to such Partner by the Partnership and (ii) allocations of loss or expense to such Partner; and (c) otherwise adjusted in accordance with the provisions of this Agreement. If any property is to be distributed in kind to the Partners, such property first shall be written up or down to its fair market value as of the date of such distribution in accordance with Section 7.4.

8.2. Allocation.

Items of Partnership income, gain, loss, expense or, deduction for any fiscal period shall be allocated among the Partners in such manner which will be consistent with, and will give effect to the distribution procedures contained in Article 7 hereof. Notwithstanding anything to the contrary in this Agreement, and subject to any applicable law, in the event a Limited Partner has a negative Capital Account it will not be required to contribute to the Partnership more than its uncalled Capital Commitment.

8.3. Israeli Tax Ruling.

8.3.1. The General Partner applied intends to apply to the Tax Authority of the State of Israel for an Israeli tax ruling with respect to the Israeli taxation of the Partnership and the Partners (the "**Israeli Tax Ruling**"). The General Partner shall be authorized to sign all documents on behalf of the Partnership as shall be required in order to obtain, implement and comply with such Israeli Tax Ruling.

8.3.2. As of the date hereof, the Partnership has not yet obtained such Israeli Tax Ruling. There can be no assurance that the Israeli Tax Ruling will be obtained, or if obtained that it will provide the relief requested. Furthermore, the issuance of the Israeli Tax Ruling is not a condition to the closing of the Partnership. The General Partner shall be authorized to require any Partner to provide information in writing or otherwise, as may be required under, or in order to apply for, obtain, or to comply with, the Israeli Tax Ruling, and each Partner shall be obligated to use commercially reasonable efforts to timely comply in full with all such requirements.

8.3.3. By signing or acceding to this Agreement, each of the Partners hereby gives its prior consent to the terms of any Israeli Tax Ruling as those terms apply to such Partner. For the avoidance of doubt, each Partner acknowledges and understands that the issuance of the Israeli Tax Ruling and its terms are in the sole discretion of the Israeli Tax Authority and each Partner has consulted its own tax adviser on the matter of its own tax consequences in connection with its investment in the Partnership.

8.3.4. Each Partner acknowledges that the Partnership shall neither be responsible to timely and fully report nor to pay taxes in any jurisdictions that may be relevant to each Partner's tax situation, in respect of the income allocable from the Partnership to such Partner.

8.3.5. In general, the Partnership will operate in a manner which will allow Limited partners that are generally entitled to the benefits of section 9(2) of the Israeli Tax Ordinance, 1961, to benefit from the said exemption with respect to their investment in the Partnership.

8.4. Admission of Additional Partners.

If any Person is admitted to the Partnership (or the Capital Commitment of any existing Partner is increased) after the Initial Closing Date, the General Partner shall adjust subsequent allocations of Partnership income, gain, loss and expense otherwise provided for hereunder as necessary so that, after such adjustments have been made each Partner (other than a Defaulting Partner) shall have a Capital Account balance equal to the balance such Partner would have had if (a) it had been admitted to the Partnership on the Initial Closing Date with a Capital Commitment equal to its Capital Commitment immediately following such admission or increase, and (b) it had made all Contributions in respect of such Capital Commitment when originally due; *provided*, *however,* that the allocations of deductible loss or expense otherwise required by this Section 8.4 shall be limited to those permitted by section 706 of the Code.

8.5. AEOI.

8.5.1. Each Limited Partner shall provide the General Partner and the Partnership with any information, representations, certificates or forms relating to such Limited Partner (or its direct or indirect owners or account holders) that are reasonably requested from time to time by the General Partner and that are necessary in order for any Partnership entity (including the Partnership, any Alternative Vehicle, any entity in which the Partnership or any Alternative Vehicle holds (directly or indirectly) an interest (whether in the form of debt or equity) and any member of any "expanded affiliated group" (as defined in section 1471(e)(2) of the Code) of which any Person described in this parenthetical is a member) to (i) enter into, maintain or comply with any agreement required to be filed with the U.S. Internal Revenue Service as contemplated by section 1471(b) of the Code, (ii) satisfy any requirement imposed under AEOI in order to avoid any withholding required under AEOI (including any withholding upon any payments to such Limited Partner under this Agreement) or (iii) comply with any information reporting or withholding requirements under AEOI. In addition, each Limited Partner shall take such actions as the General Partner may reasonably request in connection with the foregoing. In the event any Limited Partner fails to provide any of the information, representations, certificates or forms (or undertake any of the actions) required under this Section 8.5 in a timely manner, the General Partner shall have full authority to take steps (after providing such Limited Partner with written notice) that the General Partner determines in its reasonable discretion are necessary to comply with AEOI and to mitigate the effect on the Partnership of such failure including, but not limited to, withholding on payments made to such Limited Partner and requiring such Limited Partner to transfer its interest in the Partnership or otherwise withdraw from the Partnership. If requested by the General Partner, such Limited Partner shall execute any and all documents, opinions, instruments and certificates to effectuate the foregoing.

8.5.2. If a Limited Partner fails to comply with the terms of this Section 8.5 in a timely manner or if the General Partner determines that such Limited Partner's participation in the Partnership would otherwise have a material adverse effect on the Partnership pursuant to such applicable laws, rules or regulations, then (a) the General Partner, in its sole discretion, may take any action the General Partner deems in good faith to be reasonable to minimize any adverse effect on the Partnership and the other Partners as a result of such applicable laws, rules or regulations (including the redemption or forfeiture of such Limited Partner's interest); and (b) each Limited Partner shall, to the maximum extent permitted by applicable law, indemnify the Partnership for all loss, cost, expenses, damage, claims and demands (including, but not limited to, any withholding tax, penalties or interest suffered by the Partnership) arising as a result of such Limited Partner's failure to comply with the above requirements in a timely manner. It is clarified that the General Partner shall be entitled to release and/or disclose on behalf of the Partnership to any taxing authority and any other government body, any information in its possession regarding a Limited Partner (to the extent required under applicable laws, rules or regulations), without limitation, financial information concerning such Limited Partner's investment in the Partnership, and any information relating to any shareholders, principals, partners,

beneficial owners (direct or indirect) or controlling persons (direct or indirect) of such Limited Partner. Each Limited Partner hereby waives the application of any privacy or other laws to the extent that such laws would prevent the Partnership, the General Partner or any Affiliate, any Nevateam Fund or the Partner from releasing and/or disclosing the information as aforesaid.

## 9. TERM OF THE PARTNERSHIP

9.1. Term of Partnership.

The Partnership shall continue until the eighth ($8^{th}$) anniversary of the Final Closing Date, unless its term is extended as provided in this Section 9.1, or unless winding up is commenced sooner as provided in Sections 9.2 or 9.3 or by operation of law. The term of the Partnership may be extended for up to three (3) additional one (1)-year periods by the General Partner, in its sole discretion, as thereafter for up to two (2) additional (1)-year periods by the General Partner with the prior consent of the Advisory Board.

9.2. Commencement of Winding Up Upon Withdrawal of General Partner.

In accordance with section 64(a) of the Partnership Ordinance, the Partnership shall not commence winding up or be dissolved in the event of the dissolution, death, bankruptcy, insolvency, incompetence, disability or admission of any Limited Partner, or any other similar event involving the existence, status or organization of a Limited Partner.

9.3. Commencement of Winding Up by Partners.

Subject to the provisions of the Partnership Ordinance, the General Partner, the Limited Partners holding at least two thirds (2/3) in interest of the Partnership, may commence the winding up and dissolution of the Partnership and any Parallel Fund at any time on not less than ninety (90) days' prior written notice to the Limited Partners.

## 10. LIQUIDATION AND WINDING UP

10.1. General.

Upon the commencement of the winding up of the Partnership, the Partnership's assets shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement; *provided*, *however*, if the General Partner is unwilling or unable to wind up the Partnership, Limited Partners holding the majority in interest of the Partnership shall appoint a liquidator to wind up the affairs of the Partnership.

10.2. Liquidating Distributions.

The liquidator shall pay or provide for the satisfaction of the Partnership's liabilities and obligations to creditors. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the liquidator shall determine. As part of winding up of the Partnership (whether pursuant to Section 10.1 or otherwise) the liquidator shall make a final allocation of all items of income, gain, loss and expense in accordance with this Agreement. After payment or provision for payment of all liabilities and obligations of the Partnership, the remaining assets, if any, shall be distributed among the Partners according to Article 7.

10.3. Expenses of Liquidator.

The expenses incurred by the liquidator in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement, and reasonable compensation for the services of the liquidator shall be borne by the Partnership. If the General Partner serves

as the liquidator, it shall not be entitled to additional compensation for providing services in such capacity as long as it (or its designated Affiliate) continues to be entitled to payments of the Management Fee.

10.4. Duration of Winding Up.

A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result.

10.5. General Partner Liability for Returns.

Except as provided in Section 10.7, the liquidator, the General Partner and their respective partners, members, stockholders, officers, directors, managers, employees, agents and Affiliates shall not be personally liable for the return of Contributions of any Partner.

10.6. Limited Partner Obligations.

No Limited Partner shall be obligated to restore to the Partnership any amount with respect to a negative Capital Account; *provided*, *however*, that this provision shall not affect the obligations of Partners to make their agreed-upon Contributions and any other payments to the Partnership that are required under this Agreement or applicable law.

10.7. General Partner Return Obligation.

If, after the Partnership's final liquidating distribution, with respect to any Limited Partner (other than a Defaulting Partner), (a) the General Partner has received Carried Interest distributions (if any) that exceed the applicable percentage under Sections 7.2.2 and 7.2.3 (as the case may be) of the excess of (i) all distributable amounts apportioned to such Limited Partner *over* (ii) the aggregate Contributions made by such Limited Partner, or (b) the aggregate amount of distributions received by such Limited Partner is insufficient to provide such Limited Partner with the applicable amounts in Section 7.2.1 and 7.2.2 (as the case may be) (the greater of clause (a) or (b), the "**Shortfall Amount**"), then the General Partner shall return to the Partnership for distribution to such Limited Partner a positive amount equal to the lesser of (x) the Shortfall Amount, or (y) the aggregate Carried Interest distributions received by the General Partner with respect to such Limited Partner, less any taxes paid or payable by the General Partner (or its beneficial owners) to any tax authority as a result of the receipt of such Carried Interest distributions or allocations with respect thereto, including any taxes the General Partner (or its beneficial owners) would have paid if it had immediately sold for their fair market value any securities received by it from the Partnership as a distribution in kind.

The General Partner agrees to use reasonable efforts to obtain a refund for taxes actually paid to the Tax Authority with respect to amounts returned to the Partnership and agrees to return such amounts, net of reasonable out-of-pocket expenses incurred by the General Partner (or its beneficial owners) in obtaining such refund, to the Partnership (or the Limited Partners, as applicable), to the extent actually refunded to the General Partner (or its beneficial owners). For the avoidance of doubt, this provision shall not inure to the benefit of any third-party and shall not entitle any third party to enforce such obligation. Except for the return obligation provided for in this Section 10.7 and the requirement to return distributions provided for in this Agreement, the General Partner shall have no obligation to return or restore to the Partnership the amount of any deficit balance in its Capital Account.

10.8. Dissolution.

The General Partner (or other liquidator) shall make all filings required by the Partnership Ordinance in connection with the winding up and dissolution of the Partnership. Upon completion of the Partnership's winding up, the General Partner (or other liquidator) shall file a notice of dissolution in accordance with the Partnership Ordinance, at which time the Partnership will dissolve.

## 11. TRANSFERABILITY OF PARTNERSHIP INTERESTS

11.1. Transfer of Limited Partner's Interest.

11.1.1. A Limited Partner may not sell, assign, transfer, pledge, mortgage or otherwise dispose of all or any of its interest in the Partnership (including any transfer or assignment of a beneficial interest in the Partnership's profits, losses and distributions even though not becoming a Limited Partner) (a "**Transfer**") unless the General Partner has consented to such Transfer in writing. The General Partner shall not unreasonably withhold such consent.

11.1.2. Unless and until the transferee is admitted as a Limited Partner (as provided herein), the transferor shall remain liable for all liabilities and obligations relating to the transferred interest and the transferee shall not become a transferee of an interest in Partnership profits, losses and distributions. No consent of any other Limited Partner shall be required as a condition precedent to any Transfer.

11.1.3. The voting rights of any Limited Partner's interest shall automatically terminate upon any Transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other Transfer if the transferor no longer retains control over such voting rights and the General Partner in its sole discretion has not consented in writing to such transferee becoming a Limited Partner. As a condition to any Transfer of a Limited Partner's interest (including a Transfer to a Permitted Transferee), the transferor and the transferee shall provide such information, legal opinions, documentation, representation and warranties as the General Partner shall reasonably request. The General Partner and counsel to the Partnership shall be permitted to rely upon any such opinions (including under Section 11.1.5), documentation, representations and warranties provided by the transferor and the transferee, whether pursuant to this Section 11.1.3 or otherwise, prior to or contemporaneously with such proposed Transfer.

11.1.4. Notwithstanding anything to the contrary contained in this Section 11.1, a transferee of a Limited Partner's interest shall not be admitted as a Limited Partner without, in addition to obtaining the consent of the General Partner pursuant to Section 11.1.1, executing this Agreement or an amendment hereto satisfactory to the General Partner in its sole discretion; *provided*, that, subject to satisfactory result of KYC procedure for such transferee conducted by the General Partner, the General Partner shall not unreasonably withhold its consent to the Transfer of a Limited Partner's interest to a transferee which is an Affiliate of the transferor or to any immediate family member of the Limited Partner (a "**Permitted Transferee**") and which became a transferee in accordance with the provisions of this Section 11.1. Any Limited Partner admitted to the Partnership with the consent of the General Partner or otherwise pursuant to this Section 11.1 shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner save in respect of those obligations which cannot be assumed pursuant to the Partnership Ordinance.

11.1.5. The General Partner may, in its sole discretion, condition any Transfer otherwise permitted hereunder to be made only upon receipt by the Partnership of a written opinion of counsel reasonably satisfactory to the General Partner, at the expense of the transferor, in form and substance satisfactory to the General Partner, as to (a) the compliance of the proposed Transfer and the transferee with the terms of this Agreement, (b) the lack of any adverse effect by the proposed Transfer and the transferee to the Partnership, the General Partner or any other Partner as a result of the proposed Transfer, and (c) any such other legal matters as the General Partner reasonably may request.

11.1.6. Unless the General Partner otherwise determines in its sole discretion, the transferor and transferee of any Limited Partner's interest shall be obligated to reimburse the General Partner and the Partnership for all costs and expenses incurred thereby (including reasonable attorneys' fees) in connection with any Transfer or proposed Transfer of a Limited Partner's interest, whether or not consummated.

11.1.7. The transferee of any Limited Partner's interest shall be treated as having made all of

the Contributions made by and received all of the allocations and distributions received by, the transferor of such interest, other than for tax purposes, which will be determined in accordance with the Israeli Tax Ruling and/or any other applicable tax arrangements or laws.

11.1.8. Any Transfer which violates this Section 11.1 shall be void and the purported buyer, assignee, transferee, pledgee, mortgagee, or other recipient shall have no interest in or rights to Partnership assets, profits, losses or distributions.

11.2. No Withdrawal or Loans.

Subject to the provisions of this Agreement, no Limited Partner (i) may withdraw from the Partnership, (ii) may borrow or withdraw any portion of its Capital Account, nor (iii) demand and receive any Partnership property in exchange for its interest in the Partnership.

11.3. Transfer of General Partner's Interest.

The General Partner shall not Transfer all or any part of its general partnership interest without the prior consent of the Advisory Baord, except in connection with the change or technical reconstitution of the form of legal entity of the General Partner. In connection with any change or technical reconstitution of the form of legal entity of the General Partner, the General Partner shall promptly give notice of such change or reconstitution to the Limited Partners.

## 12. EXCULPATION AND INDEMNIFICATION

12.1. Exculpation.

To the fullest extent permitted by law, no Covered Person shall be liable to any Partner or the Partnership (and the Partners and the Partnership hereby waive, and agree not to make, any such claim against a Covered Person), due to an act or omission, including due to a mistake of fact, negligence, or error in judgment, taken, suffered or made by such Covered Person in connection with their activities on behalf of the Partnership; *provided*, that such act or omission does not constitute Disabling Conduct by the Covered Person (as determined ultimately by a court of competent jurisdiction in a final non-appealable decision). Furthermore, no Covered Person shall be liable to the Partnership or any Partner due to Disabling Conduct of any other person employed thereby, except to the extent employment or retention of such person constituted Disabling Conduct by the Covered Person. Any Covered Person may consult with legal counsel, appraisers, accountants, consultants or other advisors in respect of Partnership affairs and shall be fully protected and justified in any action or inaction which is taken or omitted in reliance upon and in accordance with the opinion or advice of such counsel, accountants, consultants or other advisors, except to the extent such consultation or reliance constituted Disabling Conduct by the Covered Person. A Covered Person shall incur no liability to the Partnership or any Partner acting upon any signature or writing believed by such Covered Person to be genuine, and may rely on a certificate signed by an executive officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge, except to the extent that such belief or reliance constituted Disabling Conduct by the Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Partners to restrict, to that extent and to the extent permissible by law, such duties and liabilities of such Covered Person.

12.2. Indemnification.

The Partnership shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person (also referenced to as the "**Indemnitee**") from and against any and all claims, damages (liquidated or unliquidated), demands, liabilities, reasonable costs (including reasonable legal

fees), expenses, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown ("**Claims**"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investments or other activities of the Partnership, activities undertaken in connection with the Partnership, or otherwise relating to or arising out of this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defense or disposition of any investigation, action, suit, arbitration or other proceeding (a "**Proceeding**"), whether civil, administrative or criminal (all of such Claims, amounts and expenses referred to in this Section 12.2 are referred to collectively as "**Damages**"), except to the extent that it shall have been determined ultimately by a court of competent jurisdiction that such Damages resulted primarily from Disabling Conduct of such Covered Person. The termination of any Proceeding by settlement shall not, in and of itself, create a presumption that any Damages relating to such settlement or otherwise relating to such Proceeding arose primarily from Disabling Conduct of any Covered Person. In the event of settlement of any action, suit or proceeding brought or threatened, such indemnification shall apply to all matters covered by the settlement.

12.3. Advance Payment of Expenses.

The Partnership may pay reasonable expenses incurred by an Indemnitee in connection with any such potential or threatened Claims, in advance of the final disposition of such Claims, upon receipt of an enforceable undertaking by such Indemnitee to repay such payment if the Indemnitee shall be determined to be not entitled to indemnification for such expenses pursuant to this Article 12; *provided*, *however*, that in such instance the Indemnitee is not defending an actual or threatened Claims against the Indemnitee by the Partnership and/or the General Partner (or by the Indemnitee against the Partnership and/or the General Partner).

12.4. Insurance.

At its election, the General Partner may cause the Partnership to purchase and maintain insurance, at the expense of the Partnership and to the extent available, for the protection of any Indemnitee or potential Indemnitee against any liability incurred in any capacity which results in such Person being an Indemnitee (*provided*, that such Person is serving in such capacity at the request of the Partnership or the General Partner), whether or not the Partnership has the power to indemnify such Person against such liability. The General Partner may purchase and maintain insurance on behalf of and at the expense of the Partnership for the protection of any officer, director, manager, employee or other agent of any other organization in which the Partnership owns an interest or of which the Partnership is a creditor against similar liabilities, whether or not the Partnership has the power to indemnify any Person against such liabilities.

12.5. Successors.

The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

12.6. Rights to Indemnification from Other Sources.

12.6.1. The rights to indemnification and advancement of expenses conferred in this Article 12 shall not be exclusive and shall be in addition to any rights to which any Indemnitee may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, by-law, contract or agreement. If and to the extent indemnification is available to an Indemnitee from any Third-Party Indemnifier, the Indemnitee will use commercially reasonable efforts to obtain indemnification from such Third Party Indemnifier before seeking indemnification from the Partnership; *provided*, that, the foregoing shall not limit the advance payments of expenses provided for in Section 12.3 or otherwise prejudice the Indemnitee in any

way.

12.6.2. The Partners hereby expressly intend that the provisions of this Article 12 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments to an Indemnitee, with any applicable Third-Party Indemnifiers having primary liability and the Partnership having only secondary liability. In the event the Partnership makes any indemnification payments to an Indemnitee with respect to any action, suit, or proceeding, the Partnership shall be, automatically and without the need for any further action on the part of any Person, subrogated to the Indemnitee 's rights to pursue a claim for indemnification from a Third-Party Indemnifier with respect to such action, suit, or proceeding.

12.7. Discretionary Limitation by General Partner.

Notwithstanding this Article 12, the General Partner in its sole discretion may limit or eliminate indemnification payments that otherwise would be made by the Partnership to any Indemnitee other than a member of the Investment Committee, the Advisory Board, a Limited Partner that designated such member or a liquidator.

12.8. Third Party Rights.

A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Covered Person, AEOI Indemnitee (as defined in the Subscription Agreement) and Indemnitee (each a "**Beneficiary**") may in their own right enforce the provisions of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (as revised), as amended, modified, re-enacted or replaced. Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any Beneficiary) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

12.9. Determination of Gross Negligence.

For purposes of this Agreement, the term "gross negligence" shall be given the meaning such term is given under the laws of the State of Delaware in the United States.

12.10. Limitation by Law.

If any Covered Person or Indemnitee or the Partnership itself is subject to any law, rule or regulation which restricts the extent to which any Person may be exculpated or indemnified by the Partnership, the exculpation provisions set forth in Section 12.1 and the indemnification provisions set forth in Section 12.2 shall be deemed to be amended, automatically and without further action by the Partners, to the minimum extent necessary to conform to such restrictions.

12.11. Return of Certain Distributions.

12.11.1. Each Limited Partner (including any former Limited Partner) may be required, as determined by the General Partner, to return distributions made to such Partner or former Partner (or any of its predecessors in interest) by the Partnership for the purpose of meeting such Partner's share of the Partnership's expenses and obligations, including its indemnity obligations under this Article 12 and the Partnership's obligation to return investment proceeds received in connection with a disposition of a Portfolio Investment (together, the "**Giveback**").

12.11.2. If Limited Partners are required to return one or more distributions received from the Partnership under this Section 12.10 in connection with an obligation of the Partnership to return investment proceeds received in connection with a disposition of a Portfolio Investment, distributions shall be returned by

each Limited Partner to whom cash or securities was distributed in connection with the relevant disposition in such amounts as shall result in each Limited Partner retaining from such distribution the amount that would have been distributed to such Limited Partner had the amount of cash or securities been, at the time of such distribution, reduced by the amount of such Giveback obligation, as equitably determined by the General Partner, taking into account any prior distributions and payments made under Article 7. If Limited Partners are otherwise required to return distributions under this Section 12.10, distributions shall be returned by the Limited Partners in proportion to their aggregate Contributions.

12.11.3. Any distributions returned pursuant to this Section 12.10 shall not be treated as Contributions but shall be treated as returns of distributions and reductions in cash distributable pursuant to the terms of this Agreement, in making subsequent distributions hereunder and in determining the amount that the General Partner is required to contribute to the Partnership pursuant to Section 10.7. The obligations set forth in this Section 12.10 shall survive the winding up and dissolution of the Partnership. Notwithstanding anything else to the contrary contained herein, other than with respect to distributions required to be returned by Limited Partners in connection with an obligation of the Partnership to return investment proceeds received in connection with a disposition of the Portfolio Investment, in no event shall any Limited Partner be obligated to return distributions exceeding the lesser of: (a) 20% percent such Limited Partner's aggregate Capital Commitment; or (b) the aggregate distributions received by such Limited Partner from the Partnership throughout the term of the Partnership. In addition, no Limited Partner shall be required to return any distribution made to such Limited Partner under this Section 12.11 (including in connection with an obligation of the Partnership to return investment proceeds received in connection with a disposition of the Portfolio Investment) more than two (2) years after the date the Partnership is liquidated; *provided*, that, if at the end of any such period, there are any proceedings then pending or any other liability (whether contingent or otherwise) or claim then outstanding (whether pending or threatened) which the General Partner determines may require the return of such distribution in the future, the General Partner may, in its sole discretion, notify the Limited Partners at such time (which notice shall include a brief description of each such proceeding and of the liabilities asserted in such proceeding or of such liabilities and claims) and the obligation of the Limited Partners to return all or any portion of such obligations shall survive with respect to each such proceeding, liability and claim set forth in such notice (or any related proceeding, liability or claim based upon the same or a similar claim) until the date that such proceeding, liability or claim is ultimately resolved and satisfied; and *provided*, *further*, that the provisions of this Section 12.11.3 shall not affect the obligations of the Limited Partners under the Partnership Ordinance or other applicable law. Nothing in this Section 12.11, express or implied, is intended or shall be construed to give any Person other than the Partnership or the Partners any legal or equitable right, remedy or claim under or in respect of this Section 12.11 or any provision contained herein.

12.11.4. In the event Limited Partners are required to return distributions pursuant to this Section 12.11, the amount, if any, which the General Partner is obligated to return pursuant to Section 10.7 shall be recalculated taking into account the return of such amounts by such Limited Partners.

## 13. AMENDMENTS, VOTING AND CONSENTS

13.1. Amendments.

13.1.1. Except as required by law or as otherwise provided in this Agreement, this Agreement may only be amended by the written consent of the General Partner and Limited Partners holding the majority in interest of the Partnership; *provided*, *however*, that amendments may be made to this Agreement, from time to time, by the General Partner, without the consent of any of the Limited Partners: (i) to amend any provision of this Agreement which requires any action to be taken by or on behalf of the General Partner or the Partnership pursuant to requirements of the Partnership Ordinance if amended, modified or revoked so that the taking of such action is no longer required, (ii) to take such action in light of changing regulatory conditions,

as the case may be, as is necessary in order to permit the Partnership to continue in existence or operate as contemplated hereunder, (iii) to add to the representations, duties or obligations of the General Partner, or to surrender any right granted to the General Partner herein, for the benefit of the Limited Partners, (iv) to cure any ambiguity, or to correct any clerical mistake herein, or correct any printing, stenographic or clerical errors or omissions, which correction shall not be inconsistent with the provisions of this Agreement or the status of the Partnership as a partnership for tax purposes, (v) to change the name of the Partnership, (vi) to make any change which is for the benefit of, or not adverse to the interests of, the Limited Partners, (vii) to satisfy any requirements, conditions, guidelines or opinions contained in any opinion, directive, order, ruling or regulation of any governmental, compliance with which the General Partner deems to be in the best interest of the Partnership, (viii) to make any change necessary or advisable in order to ensure that this Agreement is consistent, and any actions contemplated hereunder comply, with the Partnership Ordinance, or (ix) to admit new Limited Partners or to carry out the transfer of any Interest.

13.1.2. No amendment shall increase the Capital Commitment of any Limited Partner or dilute the interest of any Limited Partner relative to the interests of the other Limited Partners in the profits or capital of the Partnership or in allocations or distributions attributable to the ownership of such interest without the prior written consent of such Limited Partner, except such dilution as may result from Additional Limited Partners pursuant to this Agreement, pursuant to an exercise of remedies by the Partnership hereunder, and pursuant to additional Capital Commitments. This Section 13.1.2 shall not be amended with respect to any Partner without the consent of such Partner.

13.2. Notice of Amendments.

The General Partner shall furnish copies of any amendments to this Agreement to all Partners, other than changes in the List of Partners to reflect the admission or withdrawal of Partners, changes in the addresses of Partners or otherwise in accordance with the provisions hereunder, and changes in the Capital Commitments of Partners (in each case occurring pursuant to this Agreement), which shall not require the consent of or notice to any Limited Partner.

13.3. Tax-Related Amendments.

Notwithstanding any other provision in this Agreement to the contrary, if after the Initial Closing date, any statute, rule or regulation is enacted or promulgated (or if the General Partner determines that such enactment or promulgation is imminent), or the U.S. Internal Revenue Service or the Israeli tax authorities issues any notice or announcement, that affects the U.S. federal or Israeli income tax treatment of any allocations or distributions made to the General Partner pursuant to this Agreement, then the General Partner may amend this Agreement in any manner without the consent of any Limited Partner; *provided*, *however*, that the General Partner shall not be permitted to so amend this Agreement in a manner that would adversely affect a Limited Partner's economic interest in the Partnership without the prior written consent of such Limited Partner.

13.4. Voting and Consents.

Whenever an action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners, such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners at the time. Similarly, whenever action is required by this Agreement to be taken by a specified percentage in interest of a specified class or group of Limited Partners such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners of such class or group whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners of such class or group at the time. For these purposes, a majority-in-interest shall mean a percentage

in interest in excess of 50%, and Non-Voting Interests, if any, shall not be taken into account. Any limited partner interest held by the General Partner, any Principal, any Affiliate of the General Partner or a Principal or any Defaulting Partner shall be deemed a Non-Voting Interest.

## 14. ADMINISTRATIVE PROVISIONS

14.1. Keeping of Accounts and Records.

The General Partner shall keep or cause to be kept proper books of account (including, where applicable, material underlying documentation) which must give a true and fair view of the business and financial condition of the Partnership and explain its transactions for five years from the date that they are prepared. The General Partner shall cause all such books of account to be kept for kept for such period as mandated under applicable law, but no less than five (5) years.

14.2. Inspection Rights**.**

Unless otherwise required under the Partnership Ordinance, the inspection rights shall be once a year, on regular business hours. Each of the Limited Partners is only entitled to inspect such information (including financial statements) regarding the Partnership from the General Partner as is expressly set out herein or as is otherwise agreed to by the General Partner.

14.3. Financial Reports.

14.3.1. Annual Financial Statements. The General Partner shall use commercially reasonable efforts to transmit to each Partner, within one hundred and twenty (120) days after the close of each fiscal year, the audited financial statements of the Partnership for such fiscal year (each, a "**Financial Statements**"). The first such Financial Statements shall be provided to each Partner after the close of the year in which the Partnership has made its first Portfolio Investment and shall cover the period from the formation of the Partnership to the end of such year. Such financial statements shall be prepared in accordance with United States generally accepted accounting principles consistently applied.

14.3.2. Quarterly Management Reports. The General Partner shall use commercially reasonable efforts to transmit to each Partner, within sixty (60) days after the end of each calendar quarter of each fiscal year, the unaudited financial statements of the Partnership for such quarter.

14.3.3. Capital Account Balance. The General Partner shall use commercially reasonable efforts to transmit to each Partner, within ninety (90) days after the close of each first (1st) and third (3rd) fiscal quarter of the Partnership, management reports of the Partnership reflecting the increase or decrease in such Partner's Capital Account for such prior semi-annual period.

14.3.4. Annual Tax Information. The General Partner shall transmit to each Partner, as soon as reasonably practicable (and in no event later than ninety (90) days) after the close of each fiscal year certain annual tax information necessary for completion of such Partner income tax return (for Israeli tax and for US federal income tax, if applicable (e.g., such Partner's Schedule K-1 (Internal Revenue Service Form 1065))) or an equivalent report indicating such Partner's share of all items of income or gain, expense, loss or other deduction and tax credit of the Partnership for such year, and such additional information as such Partner reasonably may request to enable it to complete its tax returns or to fulfill any other reporting requirements, provided, that the General Partner can obtain such additional information without unreasonable effort or expense.

14.4. Valuation.

14.4.1. Valuation by General Partner. Whenever valuation of Partnership assets or net assets is

required by this Agreement, the General Partner shall determine the fair market value thereof in good faith in accordance with this Section 14.3.4, subject to the review and approval by the Advisory Board of the valuation methodology formulated by the General Partner for determining the value of the Partnership's assets.

14.4.2. Freely Tradable Securities. The fair market value of any Freely Tradable Security distributed by the Partnership shall be determined as of the close of trading on the date immediately prior to the date as of which the value is being determined and shall be equal to the last reported trade price of such security on such prior date on the exchange where it is primarily traded or, if such security is not traded on an exchange, such security shall be valued at the last reported sale price on a Public Securities Market or, if such security is not traded on an exchange or reported on a Public Securities Market, such security shall be valued at the reported closing bid price (or average of bid prices) last quoted on such date as reported by an established quotation service for over-the-counter securities. For purposes of the preceding sentence, the "last reported" trade price or sale price or "closing" bid price of a security on any trading day shall be deemed to be: (a) with respect to securities traded primarily on the New York Stock Exchange, the American Stock Exchange or NASDAQ, the last reported trade price or sale price, as the case may be, as of 4:00 p.m., New York time, on that day, and (b) for securities listed, traded or quoted on any other exchange, market, system or service, the market price as of the end of the "regular hours" trading period that is generally accepted as such by such exchange, market, system or service.

14.4.3. Other Assets. The General Partner's determination of the fair market value of all other assets of the Partnership shall be based upon all relevant factors, which may include, without limitation: the current financial position and current and historical operating results of the issuer; sales prices of recent public or private transactions in the same or similar securities, including transactions on any securities exchange on which such securities are listed or in the over-the-counter market; general level of interest rates; recent trading volume of the security; restrictions on transfer, including the Partnership's right, if any, to require registration of its securities by the issuer under the securities laws; significant recent events affecting the Portfolio Company or issuer, including any pending private placement, public offering, pending mergers or acquisitions; the price paid by the Partnership to acquire the asset; and the percentage of the issuer's outstanding securities that is owned by the Partnership.

14.4.4. Goodwill and Intangible Assets. In determining the fair market value of the assets of the Partnership, no allowance of any kind shall be made for goodwill or the name of the Partnership or of the General Partner, the Partnership's office records, files and statistical data or any intangible assets of the Partnership in the nature of or similar to goodwill. The Partnership's name is used by the Partnership pursuant to a license from the Management Company, and the Partnership's goodwill shall, as among the Partners, be deemed to have no value, and no Partner shall have any right or claim individually to the use of the Partnership's name or the goodwill thereof.

14.5. Annual Meeting.

The General Partner may cause the Partnership to hold an annual meeting, at which the Limited Partners shall have the opportunity to review and discuss the Partnership's investment activity and portfolio. At the General Partner's sole discretion, individual meetings may be held in lieu of, or in addition to, an annual meeting.

14.6. Notices.

Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and, if properly addressed to the recipient, shall be deemed given if (a) delivered personally to the recipient; (b) mailed by first class mail (or airmail, as applicable), postage prepaid; (c) sent by electronic mail or electronic facsimile transmission, unless the sender has received an error

message with regard to the transmission of the message; or (d) delivered by a reputable overnight courier service. Notices shall be deemed to be properly addressed, if to the Partnership, at its principal office, and if to any Partner, if addressed to its address, facsimile number or electronic mail address, as applicable, as set forth in the List of Partners, or to such other address or facsimile number as the addressee previously may have specified by written notice given in the manner specified in this Section 14.6 to the Partnership, in the case of the Limited Partners, or to the Limited Partners, in the case of the Partnership or the General Partner. Notices shall be deemed received one (1) Business Day after they are given, sent or delivered, except that notices sent by first class mail shall be deemed received three (3) Business Days after they are mailed.

14.7. Accounting Provisions.

14.7.1. The fiscal year of the Partnership shall be the calendar year or, if the Partnership is required to use a different year as its taxable year for federal income tax purposes, such other year.

14.7.2. The Partnership's independent public accountants shall at all times be a "BIG 4" independent public accounting firm selected by the General Partner. The General Partner may change the Partnership's accountants from time to time. As of the date hereof, Ernst and Young (Israel) shall be appointed as the Partnership's auditors.

14.8. Tax Matters Partner.

The "tax matters partner" as defined in section 6231 of the Code, of the Partnership or section 63 of the Israeli Tax Ordinance, 1961 (the "**Tax Matters Partner**") shall be the General Partner. All expenses incurred by the Tax Matters Partner (including professional fees for such accountants, attorneys and agents as the Tax Matters Partner in its sole discretion determines are necessary to or useful in the performance of its duties in that capacity) shall be borne by the Partnership. Each Partner shall provide to the Partnership upon request such information, forms or representations which the Tax Matters Partner may reasonably request with respect to the Partnership's compliance with applicable tax laws, including any information, forms or representations requested by the Tax Matters Partner to assist in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Partnership or amounts paid to the Partnership. Each Partner agrees to promptly provide the Tax Matters Partner with such information regarding the Partner and its beneficial owners and forms as the General Partner requests so that the Partnership may comply with its obligations under sections 1471 through 1474 of the Code and any Treasury Regulations or other guidance promulgated thereunder. Notwithstanding anything to the contrary in this Agreement or the Partner's Subscription Agreement, the Partner hereby waives the application of any non-U.S. law, to the extent such law would prevent the Partnership or the General Partner from reporting to the U.S. Internal Revenue Service and/or the U.S. Treasury any information required to be reported with respect to such Partner and its beneficial owners under sections 1471 through 1474 of the Code and any Treasury Regulations or other guidance promulgated thereunder and any applicable tax law of relevant countries.

14.9. Administrator. The General Partner may, in its sole discretion, to engage a third party administrator (an "**Administrator**"). The General Partner shall give notice to the Limited Partners of any appointment and replacement of the Administrator.

14.10. General Provisions.

14.10.1. Power of Attorney. Each Limited Partner by execution of this Agreement constitutes and appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead and give full power of substitution, to make, execute, sign, acknowledge and deliver or file (a) all documents and certificates which may from time to time be required by the Partnership Ordinance or any other law to effectuate, implement and continue the valid and subsisting existence of the Partnership or any Alternative Investment Vehicle, (b) all instruments, documents and certificates that may be required to

effectuate the winding up and dissolution and termination of the Partnership or any Alternative Investment Vehicle in accordance with the provisions hereof and the Partnership Ordinance (and, in the case of an Alternative Investment Vehicle, in accordance with the laws of the jurisdiction in which such Alternative Investment Vehicle was formed), (c) all other amendments of this Agreement (including restatements of this Agreement incorporating such amendments) contemplated by this Agreement including, without limitation, amendments reflecting the addition of any Partner, or any action of the Partners or the Nevateam Investors duly taken pursuant to this Agreement whether or not such Partner voted in favor of or otherwise approved such action, (d) one or more Subscription Agreements, on behalf of such Limited Partner, between the Partnership and any Person being admitted to the Partnership as a Partner, in such form and such other terms and conditions as the General Partner considers, in its sole discretion, necessary or appropriate, including reference to this Agreement and its novation and agreeing and covenanting with such Person on behalf of such Limited Partner that such Limited Partner will from the effective date of such Subscription Agreement or agreements comply with and observe the terms of this Agreement as if such Person had originally been a party to it, (e) any other instrument, certificate or document required from time to time to admit a Partner, to effect the admission of the Partner's assignee as a Partner, or to reflect any action of the Partners or the Nevateam Investors provided for in this Agreement (including, without limitation, the admission of any Partner to a Parallel Fund or an Alternative Investment Vehicle), (f) any other instrument, certificate or document required from time to time to effect the Transfer of a Defaulting Partner's interest, and (g) any agreement or instrument necessary or advisable to consummate any Portfolio Investment including the execution of the organizational documents with respect to an Alternative Investment Vehicle (and any amendments thereto); *provided, however,* that no actions shall be taken by the General Partner under the power of attorney granted pursuant to this Section 14.10.1 that would have any adverse effect on the limited liability of any Limited Partner. The foregoing grant of authority (1) is granted to secure obligations owed to the General Partner and/or proprietary interact of the General Partner and as such shall be irrevocable and shall survive the death or disability of a Partner that is a natural person or the merger, dissolution or other termination of the existence of a Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Partner of the whole or any portion of its interest, except that where the assignee of the whole thereof has appointed the General Partner as its true and lawful attorney in fact on the terms hereof, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect any permitted admission of the assignee for the assignor as a Partner and shall thereafter terminate. This power of attorney may be exercised by such attorney in fact and agent for each of the Limited Partners (or any of them) by a single signature of the General Partner acting as attorney in fact with or without listing all of the Limited Partners executing an instrument.

14.10.2. Execution of Additional Documents. Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents that may be required by laws of the various jurisdictions in which the Partnership conducts its activities, to conform with the laws of such jurisdictions governing limited partnerships.

14.10.3. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

14.10.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to conflicts of law principles.

14.10.5. Jurisdiction. Without derogating from 14.9.4 above, any disputes arising under or in connection with this Agreement may be brought and enforced solely in the courts of Tel Aviv, Israel, and the parties irrevocably submit to the exclusive jurisdiction of such courts in respect of any such action or proceeding. The parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in the courts of Tel Aviv and

any claim that any such action or proceeding brought in any such court has been brought in any inconvenient forum. Each party hereby irrevocably consents to the service of process of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address as set forth herein.

14.10.6. Waiver of Partition. To the maximum extent permitted be law, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

14.10.7. Securities Law Matters. Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Partnership interests have not been registered under the Israeli Securities Law, the Securities Act or under any applicable securities laws of any state or other jurisdiction and, therefore, may not be sold or otherwise transferred unless they are registered under the Israeli Securities Law, the Securities Act and any such other applicable securities laws or an exemption from such registration is available. Without derogation from the generality of representations and warranties under in this Agreement and in the Subscription Agreement, in subscribing for interests in the Partnership and as a condition to its admission to the Partnership, each Limited Partner shall make the representations and warranties related so interests offering in the Subscription Agreement, including without limitation, that it acknowledges the reliance of the Partnership on certain exemptions from filings and publishing of a prospectus under the Israeli Securities Law, the Securities Act and any such other applicable securities laws, and that any offering and/or sale of interests in the Partnership in violation of the foregoing exemptions or which renders such exemptions to not apply to the Partnership shall be null and void *ab initio*.

14.10.8. Confidentiality.

14.10.8.1. A Limited Partner's rights to access or receive any information about the Partnership or its business including, without limitation, (i) information to which a Limited Partner is provided access pursuant to 14.2 and 14.5, (ii) financial statements, reports and other information provided pursuant to 14.3, (iii) the offering documents for the Partnership, this Agreement, any Subscription Agreement and any other related agreements, and (iv) any information provided to any Limited Partner pursuant to a letter agreement or side letter (the "**Partnership Information**"), are conditioned on such Limited Partner's willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership Information will not become publicly available as a result of such Limited Partner's rights to access or receive such Partnership Information.

14.10.8.2. Each Limited Partner acknowledges and agrees that the Partnership Information constitutes a valuable trade secret of the Partnership and agrees to maintain any Partnership Information provided to it in the strictest confidence and not to disclose the Partnership Information to any person other than to its officers, fiduciaries, employees, agents or consultants who have a business need to know such Partnership Information, who have been informed of the confidential nature of such Partnership Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. Notwithstanding the foregoing, the General Partner consents to the disclosure by any Limited Partner that the General Partner determines is a fund-of-funds or similar entity to such Limited Partner's own equity holders of summary information concerning the Partnership's financial performance and status; *provided*, *however*, that in each instance such equity holders are, pursuant to a written agreement or other obligation, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. With respect to any Limited Partner, the obligation to maintain the Partnership Information in confidence shall not apply to any Partnership Information (i) that becomes publicly available (other than by reason of a disclosure by a Limited Partner), (ii) the disclosure of

which has been consented to by the General Partner in writing, or (iii) the disclosure of which is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before any Limited Partner discloses Partnership Information pursuant to clause (iii), such Limited Partner shall promptly and, to the greatest extent possible prior to making any such disclosure, notify the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that the General Partner may seek a protective order or other remedy to protect the confidentiality of the Partnership Information or waive compliance with this Agreement. Such Limited Partner shall also consult with the General Partner on the advisability of taking steps to eliminate or narrow the requirement to disclose the Partnership Information and shall otherwise cooperate with the efforts of the General Partner to obtain a protective order or other remedy to protect the Partnership Information. If a protective order or other remedy cannot be obtained, such Limited Partner shall disclose only that Partnership Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Partnership) that it is legally required to disclose.

14.10.8.3. Each Limited Partner shall promptly notify the General Partner in writing if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it or any of its equity holders will, or might become compelled to, use the Partnership Information other than as contemplated by Section 14.10.8.1 or disclose Partnership Information in violation of the confidentiality restrictions in Section 14.10.8.2.

14.10.8.4. Notwithstanding any other provision of this Agreement, with the exception of the Schedule K-1 or equivalent report to be provided to each Partner pursuant to Section 14.3.2, the General Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement (including without limitation pursuant to Section 14.2) or the Partnership Ordinance if: (i) the Partnership or the General Partner is required by law or by agreement with a third party to keep such Partnership Information confidential; (ii) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership or its business (which may include a determination by the General Partner that such Limited Partner or one or more of its equity holders is disclosing or may disclose such Partnership Information and that the potential of such disclosure by such Person is not in the best interest of the Partnership or could damage the Partnership or its business) or (iii) such Limited Partner has notified the General Partner of its election not to have access to, or to receive such Partnership Information.

14.10.8.5. The Limited Partners acknowledge and agree that: (i) the Partnership or the General Partner and its partners may acquire confidential information related to third parties (*e.g.*, Portfolio Companies) that pursuant to fiduciary, contractual, legal or similar obligations cannot be disclosed to the Limited Partners; and (ii) neither the Partnership nor the General Partner and its partners shall be in breach of any duty under this Agreement or the Partnership Ordinance in consequence of acquiring, holding or failing to disclose such information to the Limited Partners so long as such obligations were undertaken in good faith.

14.10.8.6. In addition to any other remedies available at law, the Partners agree that the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in Sections 14.10.8.1 and 14.10.8.2.

14.11. Letter Agreements.

Notwithstanding anything in this Agreement to the contrary, and without the consent of any other Partner, the General Partner may, in its sole discretion, enter into a letter agreement or side letter with one or more Limited Partners (as well as with any investor in a Co-Investment, a Rejected Investment, an Excluded

Investment and any other entity managed by the General Partner) providing that the terms of this Agreement are amended and/or supplemented with respect to such Limited Partner and, with respect to any such Limited Partner, the terms of such letter agreement or side letter shall be controlling, and the terms of this Agreement shall be deemed amended, modified and/or supplemented to the extent required to effectuate the provisions of such letter agreements or side letters. Other than as amended, modified and/or supplemented by such letter agreement or side letter in respect of such Limited Partners, this Agreement shall remain in full force and effect with respect to such Limited Partner, and shall remain in full force and effect without any modification with respect to a Limited Partner not party to such letter agreement or side letter.

14.12. Regulatory Matters.

14.12.1. Regulatory Information Requests. Each Limited Partner acknowledges and agrees that it shall make its reasonable best efforts to provide, to the extent practicable, the information reasonably requested by the General Partner from time to time in connection with any national security regulatory or foreign investment review process, or any reporting and disclosure requirements associated with an ongoing legal or regulatory matter affecting the Partnership's investment activities.

14.12.2. Regulatory Isolation Mechanisms. In the best interests of the Partnership, the Partners acknowledge and agree that the General Partner, in order to address any national security regulatory consideration or manage any national security regulatory or foreign investment review process, may (i) exclude a Limited Partner from a proposed investment, (ii) make or hold investments of any Limited Partner through an Alternative Investment Vehicle as described in Section 3.9, (iii) allocate profits and/or losses from a particular Portfolio Investment away from a Limited Partner, or (iv) otherwise isolate any Limited Partner from one or more Portfolio Investments, for example by limiting that Limited Partner's access to nonpublic information about a Portfolio Investment or involvement in the operation of the Portfolio Investment. In the event of such determination, the General Partner is hereby authorized to take all such actions as may be necessary to effect the foregoing.

14.12.3. Cooperation with the General Partner. Each Limited Partner acknowledges and agrees that it shall use its reasonable best efforts to cooperate with the Partnership in any such action as the General Partner deems necessary, in the General Partner's sole discretion, to address an ongoing legal or regulatory matter affecting the Partnership's investment activities.

14.13. Contract Construction; Headings.

Whenever the context of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Partnership Ordinance or any other statute shall be deemed to refer to such sections or provisions as they may be amended after the date of this Agreement. Captions in this Agreement are for convenience only and do not define or limit any term of this Agreement. It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement.

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**IN WITNESS WHEREOF,** the undersigned have executed and unconditionally delivered this Amended and Restated Limited Partnership Agreement on the day, month and year first above written.

**General Partner:**

NEVATEAM PARTNERS GP, LIMITED PARTNERSHIP

By NEVATEAM PARTNERS GP GP LTD., its general partner

By: _____

Name: Shai Levy

Title: Director

**Limited Partners:**

NEVATEAM PARTNERS GP, LIMITED PARTNERSHIP

By NEVATEAM PARTNERS GP GP LTD., its general partner, on behalf of each Limited Partner set forth in the List of Partners, as attorney-in-fact

By: _____

Name: Shai Levy

Title: Director

**Initial Limited Partner:**

(for the purpose of Section 2.1)

By: _____

Name: Shai Levy

## SCHEDULE I

## DEFENITIONS

"**AEOI**" shall mean (a) the U.S Foreign Account Tax Compliance Act (including sections 1471 to 1474 of the US Internal Revenue Code of 1986) and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes; (b) the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard (the "**CRS**") and any associated guidance; (c) the European Council Directives 2014/107/EU and 2018/822 amending Directive 2011/16/EU on mandatory automatic exchange of information and administrative cooperation in the field of taxation; (d) any intergovernmental agreement, treaty, regulation, guidance, standard or other agreement between Israel and any of the U.S., the U.K., or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance related thereto; and (e) any legislation, regulations or guidance in the State of Israel that give effect to the matters outlined in the preceding sub-paragraphs.

"**Additional Limited Partner**" shall have the meaning set forth in Section 3.3.1.

"**Advisory Board**" shall have the meaning set forth in Section 3.12.1.

"**Affiliate**" shall mean, with respect to the Person to which it refers, a Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such subject Person. For this purpose, each Principal shall be deemed an Affiliate of the General Partner, but a Successor Fund and any Portfolio Company or portfolio company of a Successor Fund shall not be deemed Affiliates of the General Partner, the Management Company or any Principal or any partner or member of the General Partner.

"**Agreement**" shall have the meaning set forth in the introductory paragraph to this Agreement.

"**Alternative Investment Vehicle**" shall have the meaning set forth in Section 3.9.1.

"**Anti-Money Laundering Laws**" shall have the meaning set forth in Section 3.4.1.2.

"**Business Day**" shall mean each Sunday, Monday, Tuesday, Wednesday and Thursday which is not a day on which banking institutions in Israel are required by law to remain closed.

"**Capital Account**" shall have the meaning set forth in Section 8.1.

"**Capital Commitment**" shall mean with respect to any Partner, the total amount that such Partner has committed to contribute to the Partnership as set forth in the List of Partners, exclusive of any interest-equivalent amounts, pursuant to Section 3.1.

"**Code**" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.

"**Co-Investment Entity**" shall have the meaning set forth in Section 4.3.5.

"**Co-Investments**" shall have the meaning set forth in Section 4.3.5.

"**Commitment Period**" shall mean the period commencing on the Initial Closing Date and ending on the earlier to occur: (a) the expiration of the Investment Period or, (b) the date on which at least 70% of the Capital Commitments of all Partners (excluding Defaulting Partners) have been expended, invested, committed, or reserved for future investments in existing Portfolio Companies or for reasonably anticipated Partnership

Expenses (including Management Fees and Organizational Expenses), as determined in good faith by the General Partner, or (c) the date of the Partnership's dissolution.

"**Control**" shall mean the power to direct or cause the direction of the management and policies of a Person whether through the holding of majority of the equity interest or voting rights in such Person, the right to appoint in such a Person the majority of its board of directors or other equivalent body, by contract or otherwise, whether directly or indirectly.

"**Contribution**" shall mean, with respect to any Partner at any time, the aggregate amount of capital contributions made to the Partnership by such Partner, adjusted in accordance with the other provisions of this Agreement, including, without limitation, Sections 6.6 (relating to the return of contributions subject to subsequent drawdown) and 6.7.3 (relating to the imposition of a Default Charge), but excluding the contribution of an interest-equivalent amount pursuant to Section 3.3.1.2 and the amount of any interest payable pursuant to Section 6.6.2.

"**Covered Person**" shall mean each of the General Partner, the Management Company, the Principals, any liquidating trustee, each member of the Investment Committee, each member of the Advisory Board (and, with respect to Claims or Damages arising out of or relating to such membership, any Limited Partner that appointed such member and each of such Limited Partner's officers, directors, employees, partners, members, managers and agents), each member of the Strategic Advisory Board, the respective Affiliates, partners, members, stockholders, directors, officers, managers, employees and agents of any of the foregoing, and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Partnership as a director, officer, partner, member, employee, advisor or agent of another entity, or on a committee of a Portfolio Company or a prospective Portfolio Company or an Affiliate thereof, in all cases regardless of whether any such Person is a party to this Agreement; *provided*, *however*, that the directors, officers, employees, agents, stockholders, members and partners of a Person (and such Person itself) in which the Partnership directly or indirectly holds investments shall not, solely by virtue of such holding, be deemed to be Affiliates of the General Partner or the Management Company for purposes of determining whether a Person is a Covered Person.

"**Default Charge**" shall have the meaning set forth in Section 6.7.3.

"**Default Rate**" shall have the meaning set forth in Section 6.7.1.

"**Defaulting Partner**" shall have the meaning set forth in Section 6.7.2.

"**Disabling Conduct**" shall mean actual fraud, gross negligence, willful misconduct, or a willful and material violation of this Agreement by or of the applicable Covered Person, as may be determined by a court of component jurisdiction in a final non-appealable decision, in the conduct of such Covered Person's office and, with respect to any proceeding which is criminal in nature, conduct of such Covered Person from which the Claim to which such Proceeding relates arises and which such Person should have had reason to believe was criminal.

"**Dollar**" or "**US$**" shall mean United States dollar.

"**Partnership Ordinance**" shall have the meaning set forth in Section 2.1.

"**Excluded Investment Entity**" shall have the meaning set forth in Section 4.3.5.

"**Excluded Investments**" shall have the meaning set forth in Section 4.3.5.

"**Feeder**" shall have the meaning set forth in Section 3.10.

"**Final Closing Date**" shall have the meaning set forth in Section 3.3.1.

"**Freely Tradable Security**" shall mean any security that satisfies the following conditions: (a) The Partnership's entire holding of such securities can be immediately sold by the Partnership to the general public without the necessity of any federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or section 13 or 16 of the Securities Exchange Act of 1934, as amended), and (b) Such securities are either listed on a Public Securities Market and market quotations are readily available for such security.

If only a portion of the Partnership's holdings of securities satisfies the requirements of the preceding sentence, that portion of the Partnership's holdings of such securities shall constitute Freely Tradable Securities. In addition to the foregoing, in the case of a distribution or proposed distribution of securities in kind, such securities shall also constitute Freely Tradable Securities if the entire portion of the distribution made to the Limited Partners can be immediately sold by them under the terms provided for in clause (a) of this definition and the condition provided for in clause (b) of this definition is satisfied, assuming for purposes of this sentence that no Limited Partner is or has been an Affiliate of the issuer of such securities and without regard to any restrictions on sale applicable to particular Limited Partners because of the particular nature or status of such Limited Partners.

"**General Partner**" shall mean initially, the entity named as General Partner in the introductory paragraph of this Agreement, and any successor General Partner.

"**GP's Commitment**" shall have the meaning set forth in Section 3.3.3.

"**Indemnitee**" shall have the meaning set forth in Section 12.2.

"**Initial Closing Date**" shall have the meaning set forth in Section 3.3.1.

"**Initial Limited Partner**" shall mean Shai Levy.

"**Investment Committee**" shall mean a committee consisting of up to three (3) members who shall be appointed, removed or replaced by the General Partner. All of the investment decisions made by the General Partner on behalf of the Partnership require a positive recommendation by majority of member of the Investment Committee. Without derogation from the provisions of Section 12, members of the Investment Committee shall receive no compensation or remuneration from the Partnership or any Parallel Fund in consideration for serving as members of the Investment Committee.

"**Investment Period**" shall have the meaning set forth in Section 6.2.

"**Investment Subsidiary**" shall have the meaning set forth in Section 3.9.4.

"**Israeli Tax Ruling**" shall have the meaning set forth in Section 8.3.1.

"**Key Areas**" shall have the meaning set forth in Section 2.3.

"**Key Person**" shall have the meaning set forth in Section 6.9.

"**Late Entry Interest**" shall have the meaning set forth in Section 3.3.1.2.

"**Limited Partners**" shall mean as set forth in the introductory paragraph to this Agreement.

"**List of Partners**" shall mean the list, maintained by the General Partner, setting forth the names, addresses, electronic mail addresses, Capital Commitments, Contributions and returns of capital by the Partnership of the Partners.

"**Management Company**" shall have the meaning set forth in Section 5.4.

"**Management Fee**" shall have the meaning set forth in Section 5.5.1.

"**Non-Voting Interest**" shall mean a limited partnership interest in the Partnership that does not entitle the holder to vote, consent or withhold consent with respect to any Partnership matter, including by virtue of being held by a Defaulting Partner. Contributions attributable to Non-Voting Interests shall be disregarded, for purposes of Article 13, in determining both the aggregate Contributions of all Limited Partners and the aggregate Contributions of those Limited Partners voting in favor of or against a particular proposal. Except as otherwise explicitly provided in this Agreement, any interest held by any Person as a Non-Voting Interest shall be identical to all other limited partnership interests in all respects other than with regard to votes and consents.

"**Nevateam Funds**" shall have the meaning set forth in Section 3.8.1.

"**Nevateam Investors**" shall have the meaning set forth in Section 3.8.1.

"**Organizational Expenses**" shall mean all expenses attributable to the organization and formation of the Partnership, the General Partner, and the Management Company, and to the offering and sale of interests in the Partnership to the Limited Partners including expenses borne by the General Partner or its Affiliates before the Initial Closing in connection with the formation of the Partnership, General Partner and the Management Company, and the offering and sale of Interest in the Partnership, including without limitation, travel and lodging expenses, legal expenses, capital raising (before and after the Initial Closing Date, but excluding any brokers or placement agents engaged in connection with the capital raising process), accounting, regulatory compliance (including expenses associated with the initial registrations, filings and compliance and other offering obligations contemplated by any law, rule or regulation, KYC, AML, AEOI, etc.), and any administrative or other filings incurred (including to the extent incurred by third parties performing similar services) in connection with the organization, funding and start-up of the Partnership, the General Partner, any Parallel Fund, Alternative Investment Vehicle, Feeder (if so decided by the General Partner in its sole discretion), the Management Company and other Related Entities including the preparation of, and negotiations with respect to, the Partnership Agreement, the Subscription Agreement, and any side letters or similar agreements, and any other Partnership documents, and the costs and expenses associated with the Management Company's initial regulatory requirements, including legal costs incurred by the Management Company associated with analysis and advise relating to the Management Company's formation, structure and operations, and the costs associated with the creation and initial implementation of policies and procedures of the Management Company and the General Partner (including the cost of legal advice and compliance consultants, in connection therewith), and the offering of interests in the Partnership.

"**Parallel Fund**" shall have the meaning set forth in Section 3.8.1.

"**Partners**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Partnership**" shall have the meaning set forth in the introductory paragraph of this Agreement.

"**Partnership Expenses**" shall have the meaning set forth in Section 5.3.

"**Partnership Information**" shall have the meaning set forth in Section 14.10.8.1.

"**Partnership Ordinance**" shall have the meaning set forth in Section 2.1.

"**Permitted Transferee**" shall have the meaning set forth in Section 11.1.4.

"**Person**" shall mean any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits.

"**Portfolio Company**" shall mean any entity in which the Partnership holds an investment intended to achieve its investment purposes.

"**Portfolio Investment**" shall mean an investment in a Portfolio Company.

"**Principals**" shall mean Mr. Shai Levy, Mr. Nadav Peres, and any Person designated as such by the General Partner and approved by the Advisory Board, for so long as such Person is actively involved in the management of the Partnership, through the General Partner, the Management Company or any Affiliate thereof.

"**Public Securities Market**" shall national or regional securities exchange, including but not limited to the New York Stock Exchange, the American Stock Exchange, and regional U.S. exchanges, the International Stock Exchange of the United Kingdom and the Republic of Ireland, the Tel Aviv Stock Exchange, the Frankfurt Stock Exchange, and any recognized automated quotation system, listing service or other form of securities exchange or trading forum, including but not limited to Nasdaq; and the phrase "*traded on a Public Securities Market*" means publicly traded on or through any such exchange, system, listing service or forum.

"**Related Entities**" shall mean: (1) any Portfolio Company; (2) the Management Company and any other entity engaged in performing services for the Partnership or, at the Partnership's request, for any Portfolio Company; (3) any Parallel Fund or Feeder; (4) any Co-investment Entity or Co-Investment, (4) any Alternative Investment Vehicle, Investment Subsidiary, Successor Fund, and (5) any Rejected Investment Entity or Rejected Investment.

"**Rejected Investment Entity**" shall have the meaning set forth in Section 4.3.3.1.

"**Rejected Investments**" shall have the meaning set forth in Section 4.3.3.1.

"**Securities Act**" shall mean the United States Securities Act of 1933, as amended from time to time, or any successor statute thereto.

"**Subscription Agreement**" shall have the meaning set forth in Section 3.2.1.

"**Successor Fund**" shall have the meaning set forth in Section 3.7.

"**Tax Distribution**" shall have the meaning set forth in Section 7.5.

"**Tax Liability**" shall have the meaning set forth in Section 7.7.

"**Tax Matters Partner**" shall have the meaning set forth in Section 14.8.

"**Temporary Investment**" shall have the meaning set forth in Section 4.5.

"**Third-Party Indemnifiers**" shall mean any Person (other than the Partnership, the General Partner, the Management Company, and a Successor Fund) that is legally or contractually obligated to make indemnification payments (or equivalent payments pursuant to an insurance policy or similar arrangement) with respect to an Indemnitee.

"**Total Investment**" shall have the meaning set forth in Section 4.1.

"**Transfer**" shall have the meaning set forth in Section 11.1.1.

"**Treasury Regulations**" shall mean the regulations promulgated by the United States Department of the Treasury under the Code, as amended.

"**United States**" or "**U.S.**" shall mean the United States of America.