

EMPLOYMENT AGREEMENT

executed on this April 18, 2022

This Employment Agreement (this “**Agreement**”) is entered by and between **ControlUp Technologies LTD** with offices at Azrieli Rishonim, Business Tower, 2 Nim Boulevard, Rishon-LeZion, (the “**Company**”) and Naor Shemesh I.D 316333699 From: Hibner 10, Petah Tikva, Israel , email: Naorsms96@gmail.com (the “**Employee**”)

EMPLOYMENT

1. The Company desires to employ the Employee for a non-fixed term and Employee desires to become a full-time employee in said position pursuant to the terms and conditions set forth herein. The Employee’s commencement date, position, supervisor and other working related terms, including salary, are specified in Appendix A attached hereto.
2. The Employee undertakes to devote Employee’s full time, attention, skill, and effort exclusively to the performance of Employee’s duties in the Company and undertakes not to engage, whether as an employee or otherwise, in any business, commercial or professional significant activities, whether or not for compensation, during Employee’s employment, without the prior written consent of the Company. Nothing contained herein shall derogate from the Employee’s undertakings in Appendix B below.
3. This Agreement may be terminated by either party at any time by giving the other party hereto prior written notice of such termination as specified in Appendix A (the “**Notice Period**”).
4. Notwithstanding anything to the contrary in Section 3 above, the Company may terminate the Employee’s employment for Cause without advance notice and without derogating from any remedy to which the Company may be entitled. A termination for “**Cause**” is a termination due to: (i) the Employee’s embezzlement of funds of the Company; (ii) the Employee’s material breach of the terms and conditions of this Agreement; (iii) the Employee’s involvement in an act which constitutes a breach of trust between Employee and the Company; (iv) the Employee’s conduct causing grave injury to the Company, monetarily or otherwise; or (v) the Employee being indicted of a criminal offense.
5. The Employee shall have no lien on any of the Company’s assets, equipment or any other material in Employee’s possession, including: car, computer, content of email box and cellular phone and Confidential Information as defined in Appendix B (hereinafter the “**Company’s Equipment**”). The Employee shall return to the Company all of the Company’s Equipment no later than the day of termination of employee-employer relationship and prior to any unpaid leave or within 7 days following the Company’s demand.
6. Nothing in this Agreement shall derogate from any right the Employee may have, if at all, in accordance with any law, expansion order, collective bargaining agreement, employment agreement or any other agreement with respect to the terms of the Employee’s employment, if relevant.

COMPENSATION, ENTITLEMENTS AND FRINGE BENEFITS

7. In consideration for the performance of Employee’s duties, the Employee shall be entitled to the compensation, entitlements and fringe benefits set forth in Appendix A.

NON DISCLOSURE, COMPETITIVE ACTIVITY AND OWNERSHIP OF INVENTIONS

8. Simultaneously with the signing of this Agreement the Employee shall sign the Non-Disclosure, Unfair Competition and Ownership of Inventions Undertaking in favor of the Company, attached hereto as Appendix B.

EMPLOYEE’S REPRESENTATIONS AND UNDERTAKINGS

The Employee represents warrants and undertakes all of the following:

Company: **ControlUp Technologies LTD**

Employee: _____

9. The Employee has the ability, knowledge and qualifications needed to perform Employee's obligations according to this Agreement. Employee does not suffer from any health disability which may have influence on the performance of Employee's obligations under this Agreement.
10. There are no other undertakings or agreements preventing, restricting or limiting Employee from committing himself/herself in accordance with this Agreement and performing Employee's obligations hereunder. Employee is not currently and shall not by entering into this Agreement and performing Employee's obligations hereunder be deemed to be (i) violating any right of Employee's former employer(s), or (ii) in breach of or in conflict with, any of Employee's obligations towards Employee's former employer(s) or under any agreement to which Employee is a party or by any obligation to which Employee is bound.
11. Employee shall inform the Company, immediately upon becoming aware of every matter in which Employee or Employee's immediate family has a personal interest and which might give rise to a conflict of interest with Employee's duties under the terms of Employee's employment.
12. Employee shall not receive any payment or benefit from any third party, directly or indirectly in connection with Employee's employment. In the event the Employee breaches this undertaking, without derogating from any of the Company's right by law or contract, such benefit or payment shall become the sole property of the Company and the Company may deduct the cost/value of such payment/benefit from any sums the Employee may be entitled to.
13. In carrying out Employee's duties, Employee shall not make any representations or undertake in any way on behalf of the Company, except as expressly authorized so to do.
14. Employee acknowledges and agrees that from time to time Employee may be required by the Company to travel and stay abroad as part of Employee's obligations under this Agreement. Employee hereby acknowledges and agrees that while Employee is abroad as part of Employee's obligations under this Agreement, Employee shall serve as a senior representative of the Company, a position which requires a special degree of personal trust, as defined in the Working Hours and Rest Law, 1951 (the "**Working Hours and Rest Law**"). Therefore, in these special circumstances, the provisions of the Working Hours and Rest Law shall not apply to the Employee's employment under this Agreement. Employee acknowledges that while Employee is abroad as part of Employee's obligations under this Agreement, Employee shall be required to work "overtime" hours, including during late hours and during "weekly hours of rest", and that Employee shall not be granted any additional compensation with regard to such "overtime" hours. Employee acknowledges that the monetary implications of this provision have been taken into account by the parties to this Agreement in their decision on the compensation specified in Appendix A and by the Employee in the Employee's decision to engage in this Agreement.
15. Employee acknowledges that in extraordinary circumstances the Company may require the Employee to participate in a Polygraph sensor test. Employee agrees that: (a) the Company may rely on the results of such polygraph; (b) the results of such test may be presented in any legal proceedings and be considered as valid evidence.
16. Employee agrees not to make, induce or cause any other person or entity to make negative statements or communications disparaging Company, or its officers, directors, managers, shareholders, members, agents, business, practices, services or products, whether orally, in writing, via social media or otherwise, and Employee understands that any such statements or communications of this nature shall be considered a material violation of this Agreement.
17. Unless otherwise is provided under this Agreement, Employee will use the Company's Equipment for the purpose of Employee's employment only. Thus, the Employee shall not have any right to use the email box for private purposes and shall not be entitled to store any private material on Employee's personal computer/laptop for personal purposes. The Employee shall be entitled to use Internet-related email services (such as Gmail, Yahoo Mail, etc.) and cloud storage services. The Employee acknowledges and agrees as follows: (i) The Company shall have the right to allow other employees and other third parties to use the Employee's personal computer/laptop; (ii) The Company shall have the right to conduct inspections on any and all the Company's computers, including inspections of electronic mail transmissions, internet usage and

inspections of their content. For the avoidance of any doubt, it is hereby clarified that all examination's finding shall be the Company's sole property; (iii) In light of Employee's undertaking that the sole use of Employee's personal computer/laptop and email shall be for business purposes, Employee has no right for privacy in any and all computer and email material; (iv) In any and all times Employee will transfer to the Company Employee's log-on passwords to Employee's personal computer/laptop and to the Company's email account.

18. Employee acknowledges and agrees that information related to the Employee and the Employee's terms of employment at the Company, as shall be received and held by the Company (the "**Information**"), may be transferred to third parties, including those located abroad, subject to: (a) that such transfer shall be made only in order for the Company to comply with any relevant legal requirements or due to business purposes of the Company (including transactions related with the Company); (b) that the transferred Information shall be limited to the reasonable and necessary scope; and (c) that the receiver of the Information shall undertake, to the extent possible, to preserve the privacy of the Information, at least at the level of privacy kept by the Company itself regarding the Information.
19. In any event of the termination of this Agreement, the Employee shall cooperate with the Company and use Employee's best efforts to assist with the integration into the Company's organization of the person or persons who will assume the Employee's responsibilities.

GENERAL PROVISIONS

20. This Agreement and all Appendices attached hereto constitute the entire agreement between the parties and supersede all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. Any and all disputes in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel-Aviv-Jaffa, Israel.
22. Any notice or other communications in connection with this Agreement must be in writing to the address set forth in the preamble to this Agreement (or to such other address as shall be specified by like notice), sent via registered mail, messenger or email. Such notice shall be deemed given after four (4) business days, if sent via registered mail; after one (1) day if sent by messenger, provided a proof of delivery has been received; after one (1) day if sent by email, provided however, that a computerized automatic "received" approval (delivery receipt) was sent by the email server.

<p>The Employee acknowledges that he: (1) read and fully understood all the provisions of this Agreement and its Appendices; (2) given the opportunity to consult with third parties, including his/her attorneys; (3) the signature of this Agreement was made at Employee's own free will.</p>

APPENDIX A

TERMS OF EMPLOYMENT AND COMPENSATION

1. **Commencement Date, Position and reporting** - the Employee's employment shall commence on May 1st, 2022 in the position of Software Engineer, or any other substantially similar position (whichever title such position shall have), as shall be determined by the Company. The Employee shall report to company's CTO.
2. **Working Hours** - The Employee shall perform his/her duties on a 5 working days basis. The Employee's working hours shall be in accordance with the Company's policy as may be from time to time. As to date, and without derogating of the Employee's obligation to work overtime, the Employee's usual working hours shall be between 09:00 and 18:00. The Employee shall be entitled to recesses during his/her working day in accordance with applicable law. The weekly rest day shall be Saturday.
3. **Notice Period** - The Employee's employment, the Notice Period shall be in accordance with the Law of Prior Notice for Termination of employment, 2001; Notwithstanding the above, the Company shall be entitled to consider the Employee's clear and unequivocal oral notice of resignation as binding, in the absence of written notice.
4. **Salary** - A gross monthly salary of NIS 18900 (the "Base Salary"). An additional global payment of NIS 4900 per month for up to 40 overtime hours at an hourly rate of 125% and NIS 3200 per month for up to 20 overtime hours at an hourly rate of 150% (the "Global Overtime Payment") – up to 60 overtime hours in total (the "Quota"). Employee will be entitled to full Global Overtime Payment even if the entire Quota was not met.

The parties estimate that the Quota reflects the actual overtime hours that Employee may work and therefore, the Global Overtime Payment is sufficient to cover all overtime work. The Company undertakes that the Global Overtime Payment shall be raised together with any Base Salary increase.

The parties agree that the Global Overtime Payment be treated, for all intents and purposes, as a salary payment and therefore the Base Salary and the Global Overtime Payment shall be collectively referred to as the "**Salary**". Any payment or benefit under this Appendix A, other than the Salary, shall not be considered as a salary for any purpose whatsoever, and the Employee shall not maintain or claim otherwise. The Salary shall be payable on such dates as required by law.

5. **Pension Arrangements** - The Company shall insure the Employee under an accepted 'Managers' Insurance' plan (the "**Managers' Insurance Policy**"), a Pension Fund (the "**Pension Fund**") or a combination of both, at Employee's choice, according to the following rates and conditions:
 1. **Managers' Insurance Policy:**
 - 5.1.1. Disability Insurance - The Company, at its own discretion and expense, shall purchase a disability insurance, under normal and acceptable conditions, which would insure 75% of the Salary (the "**Disability Insurance**"). The Company's contribution for Disability Insurance shall, in no circumstances, exceed the amount of 2½% of the Salary.
 - 5.1.2. Severance - an amount equal to 8⅓% of the Salary;
 - 5.1.3. Company's contribution towards pension - the difference between 6.5% (the "**Base Rate**") of the Salary and the actual percentage of the Salary contributed towards Disability Insurance, provided that the Company's contribution towards pension shall not be lesser than 5% of the Salary.
 - 5.1.4. Employee's contribution towards pension – 6% of the Salary.
 2. **Pension Fund:** Severance - an amount equal to 8⅓% of the Salary; Pension - an amount equal to 6.5% of the Salary. In addition, the Company will deduct from Employee's monthly paycheck a sum equal to 6% of the Salary as Employee's contribution. The Employee hereby instructs the Company to transfer to the Employees Managers' Insurance Policy and/or the

Pension Fund the amounts that constitutes Employee's and Company's part from the Employee's Salary.

In the event the Employee chooses to combine plans, the above percentage will apply to such portion of the Salary which the Employee has allocated towards Employee's Insurance Policy and Pension Fund.

6. **Study Fund ("Keren Hishtalmut")** -

The Company and the Employee shall maintain a 'Keren Hishtalmut' Fund (the "**Keren Hishtalmut Fund**"). The Company shall contribute to such Keren Hishtalmut Fund an amount equals to 7½% of the Salary provided, however, that such amount shall not exceed 7½% of the Effective Salary as defined in Section 3(e) of the Income Tax Ordinance, and the Employee shall contribute to such Keren Hishtalmut Fund an amount equals to 2½% of the Salary. The Employee hereby instructs the Company to transfer to such Keren Hishtalmut Fund the amount of the Employee's contribution from each Salary.

7. **Pension Funds Release** - The Company and the Employee agree to adopt the provisions of the "General Acknowledgement Regarding the Payments by Employers to Pension Funds and to Insurance Funds in Lieu of Payment of Severance Compensation", which was issued in accordance with the Severance Compensation Law, 1963 ("**General Acknowledgement**"). The General Acknowledgment is attached to this Agreement as **Appendix C** and forms an integral part thereto. The Company waives any right that it may have for the repayment of any monies paid by it to the Employees Insurance and/or the Pension Fund, unless the right of the Employee to severance compensation has been revoked in a judicial decision, under Sections 16, 17 to the Severance Compensation Law, 1963 (to the extent of such revocation) or where the Employee withdrew monies from the pension fund or the insurance fund for any reason other than death, disability or retirement at the age of sixty or thereafter. The Employee represents, confirms and undertakes that under the provisions of the General Acknowledgement, all payments, which were made by the Company to the Employees Insurance and/or the Pension Fund, shall be lieu of the severance compensation Employee may be entitled to on the basis of Employee's Salary.

The Employee hereby acknowledge and confirm that the Company's contributions towards the Employees Insurance and/or the Pension Fund shall come in lieu of payment of severance compensation, if the Employee shall be entitled to such, according to Section 14 of the Severance Compensation Law, 1963 and in accordance with the General Acknowledgement.

8. **Vacation** - Employee shall be entitled to 18 working days as vacation days (the "**Vacation Days**"), with respect to each full year of continuous employment with the Company but no less than the amount required by the provisions of the Annual Leave Law, 1951 (the "**Leave Law**"), as amended from time to time. Employee shall be entitled to carry forward the unused Vacation Days in accordance with the terms set out in the Leave Law. Any contractual vacation days (annual leave days granted in excess of the amount required by law or by any applicable expansion order) remaining unused at the end of any 12-month period of employment, shall be forfeited with no compensation payable.

9. **Sick Leave** - The Employee shall be entitled to sick leave in accordance with the provisions of the Sick Pay Law-1976. In the event the Employee is absent from work due to illness, the Employee shall give notice thereof to the Company (whether himself or by his/her representative) in the first day of absence, unless Employee is not able to provide such notice due to Employee's medical condition, in which case the notice will be delivered as soon as possible thereafter. Such notice shall include, inter alia, the estimated period in which the Employee will absent from work.

10. **Recuperation** - The Employee shall be entitled to Recuperation Payments ("**Dmey Havra'a**") in accordance with the applicable expansion order.

11. **Taxes** - The Company shall withhold, deduct, transfer and/or charge the Employee with all taxes and other compulsory payments as required under law in respect of, or resulting from, the compensation paid to or received by the Employee and in respect of all the benefits that the Employee is or may be entitled to.

APPENDIX B

THIS UNDERTAKING (“**Undertaking**”) is entered as of the April 18, 2022 and Naor Shemesh I.D 316333699 From: Hibner 10, Petah Tikva , Israel , email: Naorsms96@gmail.com (the “Employee”)

WHEREAS, the Employee wishes to be employed by **ControlUp Technologies LTD.** (the “**Company**”); and

WHEREAS, it is critical for the Company to preserve and protect its Confidential Information (as defined below), its rights in Inventions (as defined below) and in all related intellectual property rights, and Employee is entering into this Undertaking as a condition to Employee’s employment with the Company.

NOW, THEREFORE, the Employee undertakes and warrants towards the Company as follows:

References herein to the term “**Company**” shall include any of the Company’s direct or indirect parent, subsidiary and affiliated companies, and their respective successors and assigns.

1. **Confidentiality.**

1. The Employee acknowledges that Employee may have access to information that relates to the Company, its business, assets, financial condition, affairs, activities, plans and projections, customers, suppliers, partners, and other third parties with whom the Company agreed or agrees, from time to time, to hold information of such party in confidence (the “**Confidential Information**”). Confidential Information shall include, without limitation, information, whether or not marked or designated as confidential, concerning technology, products, research and development, patents, copyrights, inventions, trade secrets, test results, formulae, processes, data, know-how, marketing, promotion, business and financial plans, policies, practices, strategies, surveys, analyses and forecasts, financial information, customer lists, agreements, transactions, undertakings and data concerning employees, consultants, officers, directors, and shareholders. Confidential Information includes information in any form or media, whether documentary, written, oral, magnetic, electronically transmitted, through presentation or demonstration or computer generated. Confidential Information shall not include information that has become part of the public domain not as a result of a breach of any obligation owed by the Employee to the Company; or (ii) is required to be disclosed by law or the binding rules of any governmental organization, provided, however, that Employee gives the Company prompt notice thereof so that the Company may seek a protective order or other appropriate remedy, and further provided, that in the event that such protective order or other remedy is not obtained, Employee shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all reasonable efforts required to obtain confidential treatment for such information.
2. The Employee acknowledges and understands that the employment by the Company and the access to Confidential Information creates a relationship of confidence and trust with respect to such Confidential Information.
3. During the term of Employee’s employment and at any time after termination or expiration thereof, for any reason, the Employee shall keep in strict confidence and trust, shall safeguard, and shall not disclose to any person or entity, nor use for the benefit of any party other than the Company, any Confidential Information, other than with the prior express consent of the Company.
4. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Company or the third party providing such Confidential Information to the Company, as the case may be. Without limitation of the foregoing, the Employee agrees and acknowledges that all memoranda, books, notes, records, email transmissions, charts, formulae, specifications, lists and other documents (contained on any media whatsoever) made, reproduced, compiled, received, held or used by the Employee in connection with the employment by the Company or that otherwise relates to any Confidential Information (the “**Confidential**

Materials”), shall be the Company’s sole and exclusive property and shall be deemed to be Confidential Information. All originals, copies, reproductions and summaries of the Confidential Materials shall be delivered by the Employee to the Company upon termination or expiration of the Employee’s employment for any reason, or at any earlier time at the request of the Company, without the Employee retaining any copies thereof.

5. During the term of the Employee’s employment with the Company, Employee shall not remove from the Company’s offices or premises any Confidential Materials unless and to the extent necessary in connection with the duties and responsibilities of Employee and permitted pursuant to the then applicable policies and regulations of the Company. In the event that such Confidential Material is duly removed from the Company’s offices or premises, Employee shall take all actions necessary in order to secure the safekeeping and confidentiality of such Confidential Materials and return the Confidential Materials to their proper files or location as promptly as possible after such use.
6. During the term of the Employee’s employment with the Company, Employee will not improperly use or disclose any proprietary or confidential information or trade secrets, and will not bring onto the premises of the Company any unpublished documents or any property, in each case belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality and/or non-use (including, without limitation, any academic institution or any entity related thereto), unless generally available to the public or consented to in writing by that person.

2. **Unfair Competition and Solicitation.**

1. Employee undertakes that during the term of employment with the Company, Employee shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company.
2. Employee undertakes that for a period of twelve (12) months following termination of Employee’s employment for whatever reason Employee shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which is reasonably likely to involve or require the use of any of the Company’s Major Assets, as defined below. Employee confirms that engagement, establishment, opening or involvement, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company as conducted during the term of employment or contemplated, during such term, to be conducted, is likely to require the use of all or a portion of the Company’s Major Assets.
3. Employee hereby declares that he/she is aware that a portion of the Salary contains additional consideration in exchange for the Employee fully undertaking the non-compete provisions in Sections 2.1 and 2.2 above. Notwithstanding anything in this provision, the Employee declares that he/she is financially capable of undertaking these non-compete provisions.
4. Employee undertakes that during the term of employment with the Company and for a period of twelve (12) months thereafter: (i) Employee shall not, directly or indirectly, solicit, hire or retain as an employee, consultant or otherwise, any employee of the Company or induce or attempt to induce any such employee to terminate or reduce the scope of Employee’s employment with the Company; and (ii) Employee shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any consultant, service provider, agent, distributor, customer or supplier of the Company to terminate, reduce or modify the scope of such person’s engagement with the Company.
5. The Employee acknowledges that in light of Employee’s position with the Company and in view of the Employee’s exposure to, and involvement in, the Company’s sensitive and valuable proprietary information, property (including, intellectual property) and technologies, as well as

its goodwill and business plans (the “**Company’s Major Assets**”), the provisions of this Section 2 above are reasonable and necessary to legitimately protect the Company’s Major Assets, and are being undertaken by the Employee as a condition to the employment of Employee by the Company. The Employee confirms that Employee has carefully reviewed the provisions of this Section 2, fully understands the consequences thereof and has assessed the respective advantages and disadvantages to the Employee of entering into this Undertaking and, specifically, Section 2 hereof.

3. **Ownership of Inventions.**

1. The Employee will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice or learned by the Employee, either alone or jointly with others, during the Employee’s employment with the Company (including after hours, on weekends or during vacation time) (all such information, improvements, inventions, formulae, processes, techniques, know-how, and data are hereinafter referred to as the “**Invention(s)**”) immediately upon discovery, receipt or invention as applicable.
2. The Employee agrees that all the Inventions are, upon creation, Inventions of the Company, shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all title, rights and interest in and to any patents, copyrights, trade secret and all other rights of any kind or nature, including moral rights, in connection with such Inventions. The Employee hereby irrevocably and unconditionally assigns to the Company all the following with respect to any and all Inventions: (i) all title, rights and interest in and to any patents, patent applications, and patent rights, including any and all continuations or extensions thereof; (ii) rights associated with works of authorship, including copyrights and copyright applications, Moral Rights (as defined below) and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property including trademarks, service marks and applications thereto for, trade names and packaging and all goodwill associated with the same; (vi) any and all title, rights and interest in and to any Invention; and (vii) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights. Employee also hereby forever waives and agrees never to assert any and all Moral Rights Employee may have in or with respect to any Inventions, even after termination of employment on behalf of the Company. “**Moral Rights**” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.
3. Employee has attached hereto, as **Exhibit B-1**, a list describing all information, improvements, inventions, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, and whether or not reduced to practice, original works of authorship and trade secrets made or conceived by or belonging to the Employee (whether made solely by the Employee or jointly with others) that: (i) were developed by the Employee prior to the Employee’s engagement with the Company (collectively, the “**Prior Inventions**”), (ii) relate to the Company’s actual or proposed business, products or research and development, and (iii) are not assigned to the Company hereunder; or, if **Exhibit B-1** is incomplete or if no such list is attached, the Employee represents that there are no such Prior Inventions.
4. The Employee further agrees to perform, during and after employment, all acts deemed reasonably necessary or desirable by the Company to permit and assist it, at the Company’s expense, in obtaining, maintaining, defending and enforcing the Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee’s agents and attorneys-in-fact to act for and on Employee’s behalf and instead of Employee, to execute and file any

documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by the Employee.

5. The Employee shall not be entitled, with respect to all of the above, to any monetary consideration or any other consideration except as explicitly set forth in the employment agreement between Employee and the Company. Without limitation of the foregoing, Employee irrevocably confirms that the consideration explicitly set forth in the employment agreement is in lieu of any rights for compensation that may arise in connection with the Inventions under applicable law and waives any right to claim royalties or other consideration with respect to any Invention, including under Section 134 of the Israeli Patent Law - 1967. With respect to all of the above any, oral understanding, communication or agreement not memorialized in writing and duly signed by the Company shall be void.

4. **General.**

1. Employee represents that the performance of all the terms of this Undertaking and Employee's duties as an employee of the Company does not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any former employer or other party (including, without limitation, any academic institution or any entity related thereto). Employee acknowledges that the Company is relying upon the truthfulness and accuracy of such representations in employing the Employee.
2. The Employee acknowledges that the provisions of this Undertaking serve as an integral part of the terms of Employee's employment and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof.
3. Employee recognizes and acknowledges that in the event of a breach or threatened breach of this Undertaking by the Employee, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).
4. This Undertaking is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. Any and all disputes in connection with this Undertaking shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel-Aviv-Jaffa, Israel.
5. If any provision of this Undertaking is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Undertaking only with respect to such jurisdiction in which such clause or provision cannot be enforced, and the remainder of this Undertaking shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Undertaking. In addition, if any particular provision contained in this Undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.
6. The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the employment relationship between the Company and the Employee, for whatever reason. This Undertaking shall not serve in any manner so as to derogate from any of the Employee's obligations and liabilities under any applicable law.
7. Employee hereby consents that, following the termination or expiration of the employment relationship hereunder, the Company may notify the Employee's new employer about the Employee's rights and obligations under this Undertaking.
8. This Undertaking constitutes the entire agreement between the Employee and the Company with respect to the subject matter hereof and supersede all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, with respect to the subject matter hereof. No amendment of or waiver of, or modification of any obligation under this Undertaking will be

- 10 -

enforceable unless set forth in a writing signed by the Company. No delay or failure to require performance of any provision of this Undertaking shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Undertaking as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

9. This Undertaking, the rights of the Company hereunder, and the obligations of Employee hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights under this Undertaking. Employee may not assign, whether voluntarily or by operation of law, any of its obligations under this Undertaking, except with the prior written consent of the Company.

IN WITNESS WHEREOF, the undersigned, has executed this Undertaking as of the date first mentioned above.

Employee Name: _____

Signature: _____.

APPENDIX C**General Authorization Regarding Employers Payments to a Pension Fund and Insurance Fund in Lieu of Severance Pay**

In Accordance with the Severance Pay Law 5723-1963

By virtue of my authority under Section 14 of the Severance Pay Law 5723-1963 (hereinafter, The "Law"), I hereby confirm that payments made by an employer beginning on the date this authorization is publicized, for its employee, for a comprehensive pension in a provident fund for benefit payments, which is not an insurance fund as implied in the Income Tax Regulations (Rules for Approving and Managing Provident Funds) 5724-1964 (hereinafter, a "Pension Fund"), or for Employees insurance that includes an option for benefit payments (hereinafter, an "Insurance Fund") or a combination of payments into a Pension Fund and an Insurance Fund (hereinafter, "Employer Payments"), shall be in lieu of the severance pay to which the said employee is entitled against the wages of which the said payments were paid and the period for which they were paid (hereinafter, the "Exempted Salary"), and provided the following conditions shall be met:

1. Employer Payments-

1. To a pension Fund are not less than 14 1/3 % of the Exempted Salary or 12% of the Exempted Salary if the employer pays for his/her employee, in addition to this, supplementary severance payments, into a severance pay fund or an Insurance Fund in the name of the employee, at a rate of 2 1/3% of the Exempted Salary. If, in addition to the 12%, the employer does not pay the slid 2 1/3%, its payments shall be only in lieu of 72% of the employee's severance pay.

2. To an Insurance Fund are not less than one of the following:

1.2.1. 13 1/3% of the Exempted Salary, if the employer pays for its employee additional monthly income supplement benefits in the case of employee's inability to work, through a plan approved by the Supervisor for Capital Markets, Insurance and Savings in the Ministry of Finance, at a rate necessary to guarantee at least 75% of the Exempted Salary, or at a rate of 2 1/2% of the Exempted Salary, whichever is lower (hereinafter, "Payment for the Loss of Ability to Work Insurance").

1.2.2. 11% of the Exempted Salary, if the employer paid an additional Payment for the Loss of Ability to Work Insurance, and in such case the employer's payments shall be in lieu 72% of the employee's severance pay only. If, in addition to such payments, the employer has also paid payments for the supplement of severance pay to a Severance Pay Fund under the name of the employee at a rate of 2 1/3% of the Exempted Salary, the employer's payments shall be in lieu of 100% of the employee's severance pay.

2. Not later than three months from the commencement of the employer's payments a written agreement shall be prepared between the employer and the employee, which shall include:

1. The employee's agreement to an arrangement in accordance with this authorization, in wording that specifies the employer's payments and the Pension Fund and the Insurance Fund, as relevant. The said agreement shall also include the wording of this authorization.

2. The employer's prior waiver of any right it may have to a financial reimbursement from its payments, unless the employee's right to severance pay is rescinded by a judicial decree or by virtue of Sections 16 or 17 of the Law, or that the employee withdrew funds from the Pension Fund or from the Insurance Fund not for a qualifying incident. In this regard a "qualifying incident"- death, disability or retirement at the age of 60 or older.

3. This authorization shall not derogate from the employee's right to severance pay under the Law, collective agreement, and expansion order or employment contract, for wages exceeding The Exempted Salary.

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Eliyahu Yishai

Minister of Labor and Social Affairs