LICENSE AND SERVICES AGREEMENT

This License and Service Agreement ("**Agreement**") is a legal contract between you ("**you**" or "**Company**") and Bank Hapoalim Ltd., (the "**Bank**" or "**we**") (each, as a "**Party**" and collectively, as the "**Parties**"). By agreeing to be bound by the terms of this Agreement, you also represent that you: (i) have the authority to act on behalf of and bind the company or other legal entity its details you have provided to us, to this Agreement; and (ii) are binding your company or other legal entity its details you have provided to us, to this Agreement, in which case the term "you" in this paragraph refer to such company or entity. If you do not wish to be bound by the terms of this Agreement or do not have the Agreement andauthority to enter into this Agreement on behalf of your company or other legal entity, do not accept this Agreement and do not access and/or use the API Market.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS**

   1.1 "**API**" means the Bank's application programming interface software made available to Company subject to the terms of this Agreement.

   1.2 "**API Content**" means data or information made available by or delivered through an API.

   1.3 "**API Services**" means service(s) and/or function(s) accessible through or performed by an API, including delivery of the API Content.

   1.4 "**API Market**" means the website page in the Portal.

   1.5 "**API Request**" as defined in Section 2.5 below.

   1.6 "**Application(s)**" means the registered container/application created by the Company under Company's Account (defined below) as set forth below for the usage and interaction with an API.

   1.7 "**Bank Materials**" means each and any of the following: the Credentials, the API, API Content, API Services and the Documentation.

   1.8 "**Content**" means information, materials, data, text, photographs, videos, audio clips, posts, articles, comments, software, scripts, and graphics.

   1.9 "**Credentials**" means a unique identifier, token or certificate provided by the Bank for the purpose of identifying the Company or its Applications in accordance with and subject to Section 2 below, enabling the Company to access and use the APIs.

   1.10 "**Documentation**" means the Bank's proprietary programming tools and other instructional documentation for the Bank Materials or any part thereof, as may be posted from time to time in the API Market.

   1.11 "**End User**" means an individual end user who uses End User Application.

   1.12 "**Portal**" means the Bank's website located at Poalimdev.co.il (or any other URL as may be changed from time to time).

   1.13 "**End User Agreement**" means the agreement executed between the Company and the End User, with respect to the use of the End User Application by an End User.

   1.14 "**End User Agreement**" means the Company's users application, make usage of the API Services.

   1.15 "**Intellectual Property Rights**" means all rights, title and interests in and to trade secrets, patents, copyrights, Marks (as defined below), designs, know-how, utility models, databases, topography and semiconductor mask works, internet domains, and other intellectual property (such as, but not limited to, software, inventions, improvements, algorithms, formulas, processes, discoveries, conceptions, ideas, techniques, products, specifications, methods, drawings, diagrams, models, data and data analysis) anywhere in the world, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof; as well as any and all moral rights, rights of privacy, publicity and similar rights relating to the foregoing, under any Laws of any country.

   1.16 "**Laws**" means any laws, statutes, ordinances, rules and regulations of any jurisdiction.

   1.17 "**Marks**" means trademarks, trade names, logos, design marks, service marks, service names, trade dress, and other business names or brand names.

   1.18 "**Sandbox**" means the test environment and related materials, information and resources.

1.19 "**Sandbox Data**" means the fake, masked, obfuscated, encrypted and/or otherwise incorrect or in-actionable test data provided through the Sandbox for use by or in development and testing of your Application

2. **Account and Credentials**

2.1 The Company's right to access and use the API Market are subject to the Bank's approval of Company's registration application submitted by you. For such purpose, you, as the Company's legal authorized representative registered as as a user of the API Market ("**Representative**"), shall submit a "create company" application through the API Market and provide the Bank all forms and approvals required by the Bank with respect to the Company and the Representative, as may be updated from time to time ("**Company Request**"). The Bank reserves its right, under its sole discretion, not to approve Company Request and/or demand additional documentation and information as a condition to provide such approval.

2.2 For clarity, to the extent the Bank approves Company Request, the Company shall maintain a single account in the Portal ("**Account**"), in which all Company's activity related to its Applications will be managed. Any and all activities in the Account may only be performed by the Representative, or by authorized users approved by the Representative ("**Authorized Users**"), and Company may issue and register Applications under its Account.

2.3 For each API that the Company wishes to register to in the API Market and to use through its own Application and End User Application, Company is required to submit an application to the Bank via the API Market and its Account ("**API Request**").

2.4 The Bank reserves its right, under its sole discretion, not to approve Company's API Request and/or demand additional documentation and information as a condition to provide such approval. It is further clarified that use of certain APIs may entail and be subject to Company's signing an additional agreement to be provided by the Bank, relating to the use of such API and/or API Services ("**API Agreement**").

2.5 Upon the approval of Company Request, and establishment of an Application by Company, Company may issue Credentials through its Account in the API Market. The Company undertakes to ensure that no person, other than the Representative and Authorized Users access and/or use the Account and Credentials, and Company alone will be responsible and liable for the security and confidentiality of its Credentials and the activity that occurs in connection with its Account. Company shall maintain its Credentials in strict confidentiality and shall use the state of the art security means, including encryption of the Credential, in order to prevent any disclosure and/or unauthorized use of the Credentials. Company shall be fully responsible for all the activity performed in the Portal or with any API or any access to the API Service Content using its Credentials. Company shall promptly notify the Bank in writing if it becomes aware of any unauthorized access or use of its Account and/or the Credentials.

2.6 You shall only access or use an API and/or API Services through the Credentials. The Bank may, from time to time, in its sole discretion, require you to use a one-time password ('OTP'), in addition to your Credentials, to access or use certain APIs and/or API Services.

2.7 The Bank owns all Credentials and OTPs (including, but not limited to, any and all intellectual property rights related thereto). We reserve the right to limit access to and/or use of any API and/or API Services by various means and using various criteria, including, but not limited to, by restricting the number, frequency, any currency amount and/or volume of access requests, uses, services, functions, data and/or any other form of API Services. If and when we inform you of such limitations, you shall be obligated to comply with them.

2.8 In addition, the Bank reserve the right, in its sole discretion, to grant, deny, limit, or modify your access to and/or the use of any API(s) and/or the API Services associated with any API(s).

3. **License**

3.1. Subject to the terms and conditions of this Agreement (including, without limitation, Company's full compliance with the license restrictions hereunder), and subject to any additional limitations and/or restrictions that may be imposed by the Bank pursuant to an API Agreement, the Bank grants to Company a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to:

3.1.1 internally use and make calls to, the API and the Documentation, but solely as necessary for Company to develop, maintain and support the applicable Application, and solely in accordance with any specifications that accompany the API;

3.1.2 access and use the API Services through its Application for its internal business purposes.

3.1.3 use and display the Bank's Marks, solely in accordance with the guidelines set forth in the Documentation, as may be amended by the Bank from time to time at its sole and absolute discretion, and solely for the purpose of

publicizing or advertising that Company is using the API in the Application. All use of The Bank's Marks (including any goodwill arising therefrom) shall solely benefit The Bank.

3.2 We reserve all other rights to the API(s) and the API Services to the extent such rights are not expressly identified herein. Except for the above license, no rights or licenses, express or implied, are hereby granted to Company with respect to any of the Bank's Intellectual Property Rights.

4. **Account and Credentials**

4.1 Except to the extent expressly permitted otherwise in this Agreement, Company shall not (and shall not permit its Representative, Authorized Users or any other third party to): (i) reproduce, (sub)license, disclose, distribute, sell, rent, lease, lend, transfer, assign, export, publicly display, publicly perform or otherwise commercially, exploit, modify, alter, adapt, arrange, translate, or create a derivative work of, the Bank Materials; (ii) allow access linking,, calling or querying to, or any other interaction with, the API from any source other than the Application; (iii) reverse engineer, decompile, disassemble, or derive (or attempt to derive) the source code or underlying structure, sequence or organization of, the Bank Materials; (iv) circumvent, disable, work around, hide from, manipulate, or otherwise interfere with any security-related, encoding or technical features, protocols, standards of or in the Bank Materials, or with features that prevent or restrict the use of the Bank Materials or any content therein; (v) systematically or repeatedly call the API in an abusive manner; (vi) remove, obscure, or alter the Bank's, or any third party's, proprietary legends displayed in/on, or otherwise provided as part of, the Bank Materials; (vii) use the Bank Materials in any way that is unlawful, infringing, deceptive, harassing, or defamatory, or for any inappropriate purpose (as we may determine at our sole and absolute discretion) including in connection with an Application that is offensive, abusive, libelous, harassing, threatening, discriminatory, vulgar, pornographic, unethical, unlawful (or that promotes unlawful behavior), or that is otherwise inappropriate as determined by the Bank in its sole discretion; and (viii) except as expressly authorized by the Bank, use any robot, spider, retrieval application, or other automated functionality to retrieve or index any portion of the Bank's data, products, or services for any unauthorized purpose.

4.2 References in this Section to the Bank Materials shall be taken to mean the Bank Materials in whole or in part.

4.3 For clarity, use by End Users of the End Users Application containing and/or interacts with an API and API Services shall be subject to the applicable API's product Terms of Use and Privacy Policy, and the Company shall be responsible to advise the End Users of such and obtain their consent to the Terms of Use and Privacy Policy.

5. **Ownership**

As between the Bank and Company, the Bank is, and shall remain, the sole and exclusive owner of the Intellectual Property Rights in and to the Bank Materials and any modifications, derivatives and improvements thereto. Any rights not expressly granted to Company in this Agreement, are hereby reserved by the Bank. In addition, the API including its respective structures, sequence and organization, constitute valuable trade secrets of the Bank and its suppliers. If Company provides the Bank with any feedback, ideas or suggestions regarding any of the Bank Materials ("**Feedback**"), Company hereby grants the Bank a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and transferable license to use, edit, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit such Feedback, for any use or purpose whatsoever.

6. **Responsibility for the Company Applications**

6.1 Company is, and shall always remain, solely responsible and liable for each Company Application and/or End User Application (including but not limited to any actions taken and/or any claims made by others related to your Application and/or End User Application), including but not limited to your End User Application's development, operation, maintenance, compliance with all applicable laws and regulations, and all materials that appear on or within your End User Application.

6.2 In this respect, and without derogating from the generality of the above, Company is solely responsible for:

- disclosing how you (and, as necessary, obtaining consent to) collect, use, store, and disclose data collected from visitors and End Users on your End User Application through a privacy policy or otherwise, including, where applicable, that third parties (including advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' and End Users' browsers;

- creating and posting, and ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of information posted on your site and/or End User Application;

- ensuring the accuracy, quality, integrity, legality, reliability, completeness, and appropriateness of any and all data you, and/or your End User Application provide to the Bank under this Agreement, including (but not limited to)

data provided to the Bank in the context of your, your Application's access and/or use of API Services;

- using and/or presenting the API and/or API Services on or within your site or End User Application, in a manner that does not infringe, violate, or misappropriate the rights of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights);

- compliance with all applicable laws (including but not limited to consumer protection laws, intellectual property laws, data protection laws, and export laws);

- the technical operation of your End User Application; and

- any damages arising from any acts or omissions by an End User to the same extent you are liable under this Agreement.

6.3 In no event must any End User Agreement grant any rights, impose any obligations, or make any statements that conflict or are inconsistent with any of the terms and conditions of this Agreement (such as, but not limited to, with respect to ownership and license restrictions).

6.4 Company's use of, reliance upon, or interactions with, other developers and/or their respective implementations is between Company and such developer, and at Company's sole risk, and Company agrees that the Bank will not be responsible or liable for any loss or damage arising from such use, reliance, or interactions, or be under any obligation to communicate with End Users of Company's End User Application.

7. **Support**

7.1. The Bank makes no promises or claims related to the availability or uptime of the Sandbox environment, Sandbox Data, any APIs and/or the API Services. This Agreement does not entitle you to any support for any API or API Services. You are solely responsible for providing all support and technical assistance of your Applications and End User Applications. The Bank has no obligation to provide any support or technical assistance to any users of your End User Application(s) and you shall not represent to any such users that the Bank is available to provide such support.

8. **Confidentiality**

8.1 During the course of this Agreement, Company may have access to certain non-public and/or proprietary information and materials of the Bank (the "**Discloser**"), in any form, including without limitation trade secrets and other information related to the products, services, practices and methods, software, technology, data, know-how, and any such other information that a reasonable person or entity should have reason to believe is proprietary or confidential ("**Confidential Information**"). For clarity, the Bank Materials as well as Sandbox Data are Confidential Information of the Bank.

8.2 Confidential Information shall not include information and material which could be proven to be: (a) at the time of disclosure by the Bank to Company hereunder, in the public domain; (b) after disclosure by the Bank to Company hereunder, becomes part of the public domain through no fault of the Company; (c) was rightfully in the Company's possession at the time of disclosure by the Bank hereunder, and which is not subject to prior continuing obligations of confidentiality by Company to the Bank; (d) is rightfully disclosed to the Company by a third party having the lawful right to do so; (e) is independently and rightfully developed by the Company without (direct or indirect) use of, or reliance upon, Confidential Information received from the Bank.

Notwithstanding the above, In the event that Company is required to disclose Confidential Information of the Bank pursuant to any law, regulation, or governmental or judicial order, the Company shall promptly notify the Bank in writing of such law, regulation or order and reasonably cooperate with the Bank in opposing such disclosure or obtaining such other protective measures. In any event, such disclosure made pursuant to this Section shall be made solely to the extent required by such law, regulation or order (as the case may be).

8.3 The Company shall take best measures, at a level at least as protective as those taken to protect its own Confidential Information of like nature (but in no event less than a reasonable level), to protect the Bank's Confidential Information, within its possession or control, from disclosure to a third party. The Company shall use the Bank's Confidential Information solely for the purposes expressly permitted under this Agreement. The Company shall not disclose the Bank's Confidential Information to any third party, except its employees or consultants with a reasonable need to know such information (in this Section 8, "**Authorized Representatives**") that are bound by written agreements at least as restrictive and protective of the Bank as provided for in this Agreement, and the Company shall remain liable at all times for any acts and/or omissions of its Authorized Representatives with respect to the Bank's Confidential Information.

8.4 Upon the earlier of expiration or termination of this Agreement, or otherwise upon written request by the Bank, the

Company shall promptly return the Bank's Confidential Information to the Bank or, if requested by the Bank, permanently delete or destroy such Confidential Information and certify such compliance in writing.

8.5   In the event of a breach or threatened breach of this Section by it, the Bank may suffer irreparable harm or damage for which monetary damages will be inadequate, and will, therefore, be entitled to injunctive relief and specific performance to enforce the obligations under this Section (without the need to post a bond), without derogating from any other rights and remedies under this Agreement, at law or in equity.

9. **Third Party Software**

There may be cases that the applicable API will contain third party software, including open source, software ("**Third Party Software**") that may be subject to third party terms and conditions ("**Third Party Terms**"). Upon written request by Company, and to the extent applicable, the Bank will make available a list of any such Third Party Software and related Third Party Terms that are to be disclosed pursuant to the applicable Third Party Terms. To the extent of any conflict between any Third Party Terms and the terms or conditions of this Agreement, the Third Party Terms shall prevail in connection with the corresponding Third Party Software (but only to the extent of the conflict).

conflict between any Third Party Terms and the terms or conditions of this Agreement, the Third Party Terms shall Notwithstanding anything contained herein to the contrary, The Bank does not make any representation, warranty or indemnity with respect to any Third Party Software.

10. **Warranties**

You warrant and represent to the Bank that: (i) you are not concealing or disguising your identity to the Bank (including your Representative's identity); (ii) you will be accessing the API and API Services solely with respect to for a legitimate, lawful purpose; (iii) you will perform no act that harms the Bank or its rights and interests in the API and API Services; (iv) you and your End User Application, as well as your use of your Application, the API and API Services, will comply with the terms and conditions of this Agreement as well as any additional agreements executed with respect to the use of an API or an API Service, and all applicable laws and regulations; (v) you will promptly block, and notify the Bank of, any known or suspected unauthorized or prohibited use of any API or API Services or by a third party; (vi) you have obtained any and all necessary consent and approval to generally disclose to third parties and/or generally use any and all data you, your End User Application utilize under this Agreement, including (but not limited to) data provided in the context of accessing and/or using API Services; (vii) your End User Application does not, and will not for the duration of this Agreement, (A) meet the definition of a Web site or online service directed to children (as that term is defined in the United States Children's Online Privacy Protection Act and/or regulations promulgated thereunder or in other privacy or children protection as may be applicable in any Geography Scope) and/or (B) be incorporated into a Web site or online service directed to children; and (ix) your electronic acceptance of this Agreement is genuine and is an electronic signature by your duly authorized representative.

11. **Modifications**

The Bank may, in its sole discretion, amend or modify this Agreement, any API, and any API Services from time to time (a "**Modification**"). You will be notified of a Modification via email to the email address you identified upon registration in the API Market and/or through notifications or posts on the API Market or Portal. You shall, within ten (10 days from) the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "**Conformance Period**") comply with such modification(s) by implementing and using the most current version of the API and making any changes to Application(s) that may be required as a result of such Modification(s). A Modification may have an adverse effect on Application(s) and End Users Applications, including but not limited to: (a) changing the manner in which Applications and End Users Applications communicate with the API; (b) changing the manner in which Applications and End Users Applications request, receive, access, display, transmit, and/or use API Services; and/or (c) changing the API Services associated with a particular API. To the extent permitted by applicable law, we shall have no liability of any kind to you or any user of your and End Users Applications with respect to such Modifications or any adverse effects resulting from such Modifications, provided that such liability as aforesaid was not a result of the Bank's negligence. Your continued access to or use of the API or API Services following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

12. **License to Company Marks**

Company hereby grants to the Bank a worldwide, irrevocable, royalty-free, fully-paid, and non-exclusive license to use Company's Marks and/or Content to publicize or advertise that Company is using the API (for example, by using Company's Marks in presentations, marketing materials, customer lists, financial reports and website listings, or by creating marketing or advertising materials that show screenshots of Company Implementations).

13. **Indemnification**

To the maximum extent permitted by applicable law, Company shall indemnify, protect, provide a defense for, save and hold harmless the Bank, its affiliates, officers, directors, employees, agents, third parties, attorneys, successors, and assigns ("**Indemnified Parties**") from and against any government, or other third party claim of loss, liability, penalty, assessment, civil or criminal fine, or damage to or asserted, whether through communication or formal filing, against Indemnified Parties (including reasonable attorney's fees and expenses) related to, deriving from or associated with Company's Application, End Users Applications or any third party's use of the End Users Application (whether in whole Application, End Users Applications or any third party's use of the End Users Application (whether in whole activity is fraudulent), or your violation of this Agreement, provided that such loss, liability or damage as aforesaid were not incurred as a result of the Bank's negligence. We retain the right to select any counsel to be retained by you in accordance with your provision of a defense for the Bank. Should you recommend any such counsel, the counsel must be approved by the Bank prior to retention. We reserve the right to defend or hold you responsible for defending the Bank against such claim, subject to the Bank's right to participate in such defense or settlement at its cost. You will reasonably cooperate with the Bank in any such defense at your cost. These indemnification provisions and the rights or obligations granted by or through it are in addition to any other rights or obligations in this Agreement and shall not be construed to provide an exclusive remedy.

14. **Disclaimer of Warranties**

THE BANK MAKES NO WARRANTY OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE BANK MATERIALS, API AND API SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED.
IN ADDITION, (i) ALL THE BANK MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (ii) THE BANK MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONTENT, EFFECTIVENESS, RELIABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY OF THE BANK MATERIALS, OR THAT COMPANY'S USE OF THE BANK MATERIALS WILL MEET COMPANY'S REQUIRMENTS OR EXPECTATIONS, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

15. **LIMITATION OF LIABILITY**

SUBJECT TO ANY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO COMPANY UNDER OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS PROVIDED THAT SUCH DAMAGES OR

16. **Term and Termination**

16.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with this Section.

16.2 Either party may immediately terminate this Agreement at any time upon notice to the other party.

16.3 Either party may also terminate this Agreement immediately upon written notice to the other party:

16.3.1   if the other party materially breaches this Agreement and, if curable, fails to cure that breach within seven (7) days after receipt of written notice specifying the material breach, or immediately to the extent such breach cannot be cured; and/or

16.3.2   if the other party is declared bankrupt by a judicial decision, or, in the event an involuntary bankruptcy action is filed against such other party, it has not taken, within sixty (60) days from service of such action to such party, any possible action under applicable Law for such filed action to be dismissed.

17. **Effect of Termination; Survival**

Upon the effective date of expiration or termination of this Agreement pursuant to Section 16 above:

17.1 Company's access to its Account shall be terminated;

17.2 Company's Credentials will be revoked;

17.3 all rights granted to Company hereunder shall terminate and Company shall cease all access to and use of any and all Bank Materials; and The parties' rights and obligations under Sections 56815, 1819 will survive any expiration or termination of this Agreement.

18. **Governing Law and Jurisdiction**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel without regard to its conflicts of law rules and principles, and the competent courts of the Tel-Aviv shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

19. **General**

19.1 **Entire Agreement; Amendment**. This Agreement (including its Schedules below) constitutes the entire between the parties with respect to the subject matter hereof, and supersedes any and all prior or agreement contemporaneous oral or written statements, agreements and understandings regarding such subject matter. This Agreement may not be amended, except in a writing referencing this Agreement, which is duly signed by both parties.

19.2 **Assignment**. Company may not assign this Agreement (in whole or in part) to any party without the prior express written consent of the Bank. Any assignment in breach of this Section shall be null and void.

19.3 **Headings**. Any section or sub-section headings used in this Agreement are for convenience only, and shall not be used or relied upon in interpreting any provision of this Agreement.

19.4 **Notice**. Any notice, consent, request, or other communication under this Agreement (each a "Notice"), shall be addressed and delivered to the other party by at least one of the following methods: (i) by hand delivery, (ii) by nationally recognized courier service; or (iii) by prepaid certified mail, to the attention of the person listed below at the addresses set forth below. Each Notice shall be deemed effective on the following date: (a) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section; and (b) if given by certified mail, on the date evidenced by a signed return receipt. Notwithstanding anything contained herein to the contrary, a copy of any Notice transmitted shall also be sent via electronic mail (email) to the address (es) listed below or as otherwise requested in writing by one or both parties during the Term of this Agreement.

To The Bank: poalimdevelopersportal@poalim.co.il

To the Company: _____ (to be completed by the company)

Any Notice addressed to the Company shall be addressed to the Representative, according to the details provided upon registration of the Company to the API Market.

19.5 **Waiver**. No failure or delay by either party in exercising or enforcing any right, power or remedy under this Agreement (or otherwise at law or in equity) will operate as a waiver thereof. Waivers shall apply only in the specific instance in which given. Any waiver by of any provision of this Agreement shall only be valid if in a writing referencing this Agreement, which is duly signed by both parties.

19.6 **Severability**. If any court of law that has jurisdiction rules that any provision of this Agreement is invalid, then such invalid provision will not affect any of the remaining provisions of this Agreement, which shall remain in full force and effect.

19.7 **Force Majeure**. Except for payment obligations hereunder, neither party shall be liable for any failure to perform due to causes beyond its reasonable control, including, but not limited to, fire, flood, accident, war, terrorism, riot, earthquake, telecommunications line failures, electrical outages, network failures, acts of God, or pandemic.

19.8 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Signature Page to follow

The Company's duly authorized representatives as of the Effective Date, hereby undertakes to comply with the terms of

this Agreement.

Company name

Name Signed: Tal Gurevich

Name and Title Printed: Tal Gurevich

Date: 7/12/25