

General Terms and Conditions to the Engagement of Performing Services Subject to Specific Price Quotation

1. Preamble

- 1.1 Company wishes to retain Service Provider for performance of certain services by the Azrieli Technion Genomics Center, as specified in the Price Quotation signed by Company (the “**Services**” and the “**Price Quotation**”).
- 1.2 The Company is solely responsible for providing full and accurate information (“**Information**”) to the Service Provider for the performance of the Services.
- 1.3 If applicable, Company shall provide Service Provider with sufficient material necessary to perform the Services (“**Material**”). Company shall be responsible to timely provide the Material in sufficient amount and quality to perform the Services. Company shall be responsible for the Material and shall provide Service Provider with any applicable specifications, and safety conditions for use of the Material.
- 1.4 Company warrants that it has all rights, permits and approvals required by law to possess the Information and the Material and to provide them to Service Provider for performance of the Services.

2. Performance of the Services

- 2.1 Service Provider shall perform the Services in accordance with the Price Quotation, any agreed Protocol, if applicable, and in accordance with all applicable Israeli laws and regulations.
- 2.2 Service Provider shall inform Company of any difficulties which may arise in the scope of performing the Services.
- 2.3 Company shall bear full responsibility for any changes which may occur in the performance of the Services, which are out of the Service Provider’s control.
- 2.4 Company acknowledges that Service Provider may render similar services to any third-party, and is under no obligation to avoid rendering services which are of the same nature, provided that it does not disclose any Company’s Confidential Information, as defined below.

3. Consideration

- 3.1 Company is obligated to pay the Service Provider the consideration related to the Services performed by the Service Provider as detailed in the Price Quotation.
- 3.2 Payments shall be due within thirty (30) days of the relevant invoice issued, unless it is agreed that an advance payment is due prior to the commencement of the Services. Any delinquent payments shall bear interest at the rate applied by Bank Leumi Le’Israel to accounts for credit limit.
- 3.3 In the event Company fails to pay fully and/or timely any of the payments, the Service Provider is entitled to immediately cease any of the Services and withhold providing Company with the Results of the Services, as defined hereinafter, without derogating from any other legal remedy and/or right.

4. Intellectual Property, Confidentiality

- 4.1 Subject to Company’s full and timely payment of all outstanding consideration, the Service Provider shall provide Company with the results of the Services which shall be owned solely by Company (“**Results**”). Results shall be kept confidential by the Service Provider.
- 4.2 Notwithstanding the above, both Parties shall remain the sole owner of any intellectual property rights they developed or acquired prior to or outside the scope of this engagement, even if disclosed to the other party for the purpose of providing the Services.
- 4.3 Service Provider shall own any and all methodologies, protocols, procedures and processes which may be used and/or developed for and during the performance of the Services.
- 4.4 If required for the performance of the Services, the Company may provide the Service Provider any technical proprietary information which shall be marked “confidential” and remain the sole property of the Company (“**Company’s Confidential Information**”). The Service Provider shall maintain Company’s Confidential Information in confidence.

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4.5 Confidential obligations in this (4) section shall not apply to information which: (1) is or becomes part of the public domain; (2) is already known to Service Provider, prior to receiving it from the Company; (3) is provided to Service Provider from a third party, without breach of confidentiality; (4) is independently developed by the Service Provider, without default of the confidentiality obligation, as can be shown by written records; (5) Service Provider is required to disclose by law or legal decree, provided that Service Provider shall provide Company notice of such obligation as early as reasonably practicable.

5. Non-Liability of the Service Provider

- 5.1 Service Provider is not responsible and is not guarantor to the success of the Services. Service Provider does not warrant that the Services and the results thereof shall be useful in any manner.
- 5.2 Service Provider shall not bear any liability for losses and damages of any sort which may be caused to or arise in relation to this engagement, to the Company or any third party as a result from the Services and/or the related results.
- 5.3 Each Party declares and warrants that it possesses sufficient and adequate insurances to cover all damages, losses and risks which may occur in the scope of and due to the Services in such amounts as reasonably to believe to be prudent and customary in the business of conducting the activities set under this engagement.

6. Miscellaneous

- 6.1 The Terms and Conditions set herein shall apply to the engagement by the Company of the Service Provider for the performance of Services covered in the relevant Price Quotation signed and accepted by the Company ("**Terms and Conditions**", "**Engagement**"). In case of any discrepancy, the Price Quotation and these Terms and Conditions shall prevail over any other terms.
- 6.2 The Service Provider is an independent contractor performing "Work for Hire", and the relationship between the Parties shall not be deemed as employer-employee relationship.

- 6.3 Company is restricted from using the name and/or logo of the Service Provider, including the name and/or logo of the Technion – Israel Institute of Technology, Technion Research and Development Foundation Ltd, the specific laboratory/ center which performs the Services, any Technion member and the like, in any matter, without receiving the prior written consent of the authorized personnel.
- 6.4 The Terms and Conditions set herein shall be in effect as of Company's signature of the Price Quotation ("**Effective Date**") and shall remain in effect for a period of one (1) year, unless terminated earlier.
- 6.5 Each Party may terminate this Engagement by prior written notice of thirty (30) days in advance.
- 6.6 Upon termination of this Engagement, for any reason, Company shall pay Service Provider all outstanding amounts for all costs generated in the performance of the Services until the date of termination, as well as for non-cancellable costs incurred in relation to the Services.
- 6.7 The Terms and Conditions together with the relevant Price Quotation constitute the full and entire understanding between the Company and the Service Provider.
- 6.8 Any amendments or addendums may be agreed in a written instrument executed by both Parties and signed by their authorized personnel.
- 6.9 Nothing in this Engagement shall grant a party the authorization or legal right to present the other party.
- 6.10 All notices hereunder shall be in writing and made by: (1) registered delivery; or (2) personal delivery; or (3) e-mail with receipt of confirmation that such transmission has been received.
- 6.11 This Engagement and the Services performed hereunder shall be governed by the laws of Israel. The competent court in Haifa, shall have sole and exclusive jurisdiction over any dispute arising thereof.