

**Last Updated: August 2023**

## **Service Provider - Terms of Service**

These *Terms of Service* (the "**Terms**") apply to, and govern, the Service Order (defined below) to which they are attached, hyperlinked, or otherwise incorporated by reference. These Terms are hereby incorporated by reference into, and made a part of, such Service Order. These Terms and the Service Order are collectively referred to as this "**Agreement**". This Agreement constitutes a binding agreement between Growthspace contracting entity detailed in the Service Order, and if no such entity is specified, then Growth Space Ltd., a company organized under the laws of the State of Israel with company number 515998052, and offices at HaUmanim 7 St. Tel Aviv, ("**Growthspace**") and the entity or individual set forth in the Service Order ("**Service Provider**"). The "**Service Order**" means any order form, sales order, quote, or other ordering document for the provision of services by the Service Provider, which is mutually signed by the parties.

1. **Services.** During the Term (as defined below) and subject to the terms and conditions hereof, Service Provider shall provide to Growthspace certain services and deliverables (collectively, "**Services**") as described in and in accordance with the terms of the Service Order. In case of conflict between the Service Order and this Agreement, this Agreement shall prevail. Service Provider will only provide Services via individuals ("**Individuals Performing Services**") who are pre-approved by Growthspace. Service Provider will (i) ensure Individuals Performing Services agree in writing to terms, obligations and restrictions materially similar as those contained in this Agreement and which include, inter alia, valid and appropriate assignments and waivers, to and in favor of Growthspace, of all intellectual property rights covered by this Agreement, and Service Provider shall in any event procure all such assignments and waivers; (ii) if reasonably requested by Growthspace, procure Individuals Performing Services to execute such further confidentiality and intellectual property rights undertakings that are consistent with this Agreement; (iii) ensure Individuals Performing Services accept and confirm Growthspace policies, as may be provided from time to time; and (iv) remain liable for the acts and omissions of such Individuals Performing Services.
2. **Consideration.** As the sole and complete consideration of the Services provided, Growthspace shall pay Service Provider the amounts detailed in the Service Order ("**Fees**"). Unless otherwise stated, all prices include any and all taxes, VAT and other governmental charges payable. The Fees shall be the sole consideration to which the Service Provider is entitled for performance hereunder, and Service Provider shall bear any additional expenses incurred in the course of provision of the Services.
3. **Representations and Warranties.**
  - 3.1. Mutual Representations. Each party hereto represents and warrants that (a) it is a duly organized under applicable law, (b) it has the authority to enter into this Agreement; and (c) the execution and performance of this Agreement does not conflict with any contractual obligations it has to any third party or any legal requirement.
  - 3.2. Service Provider Representations. Service Provider further represents, covenants and warrants that: (i) it has all right, license, legal basis and consent required under applicable law to provide Growthspace with the Services in accordance with the terms of this Agreement; (ii) the Services and the Service Provider's provision thereof shall at all times comply with any and all applicable laws (including, but not limited to, privacy, data protection and/or security laws); and (iii) the Services shall be performed in a professional and workmanlike manner, and all Service Provider personnel will have the necessary expertise, skills, training and professional education to perform such Services in such manner; (iv) the Services, and Growthspace's use thereof, do not and will not infringe the intellectual property, privacy, publicity or rights of any third party (including, moral rights); (v) the Services shall not include any virus, time bomb, worm, Trojan horse, disabling device, automatic restraint, or similar program or device designed to impede or harm Growthspace's use of its systems, Confidential Information, or deliverables; and (vi) None of Service Provider, any of its affiliates, parent companies, or subsidiaries, any director, officer, or employee of Service Provider or any of its affiliates, parent companies, or subsidiaries, or any subcontractor providing any services to Service Provider that are part of the Services provided to Growthspace is: (a) directly or indirectly owned or controlled by any person or entity currently included on any sanctions list in the United States, United Kingdom, Canada, or the European Union, including, but not limited to the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury

Department's OFAC; or (b) directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government Sanctions Authority, which are currently Cuba, Iran, North Korea, Sudan, and Syria.

- 3.3. To the extent that the Service Order states that no Personal Data (or equivalent term) will be provided by Service Provider, Service Provider represents, covenants and warrants it will not share any personal information with Growthspace. To the extent the Service Provider provides any Personal Data, Personally Identifiable Information, and/or Personal Information (as those terms are defined under applicable privacy law) to Growthspace, Service Provider hereby represents, warrants and covenants that it has provided all necessary notices and policies to comply with all transparency requirements (as required under applicable law) and has and shall maintain all necessary rights, legal basis and consents required under applicable law to provide such Personal Information to Growthspace and to allow Growthspace to use such Personal Information *in accordance with the terms of the Agreement, including, without limitation*, to the extent applicable, to communicate with the leads (e.g., by email, phone, SMS )for marketing, sales and other similar purposes, and for any other purposes set forth in the Service Order. To the extent required by applicable law, Service Provider represents that it has established an adequate legal basis for the sharing and use of Personal Information by Growthspace.
- 3.4. Promotional Activities. To the extent the Services involve promotional activities on behalf of Growthspace, Service Provider represents that any content prepared or provided as part of such Services, including, without limitation, emails and posts, SMS, promotions and/or offers, shall comply with industry standards and any and all applicable laws and regulations, including, without limitation, the Federal Trade Commission's Guides Concerning the Use of Testimonials and Endorsements in Advertising, Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("**CAN-SPAMAct**"), and, if applicable, the rules applicable to the platform on which such content is shared (for example, social media tools). Any statements made by Service Provider must be truthful and should reflect Service Provider's honest opinion and actual experiences. Services shall at all times be conducted in a professional and lawful manner, shall reflect positively on Growthspace, and shall not be harmful to Growthspace's name and reputation. Sending unsolicited commercial emails or other messages that may be considered SPAM or require prior consent of the data subject or any other check (e.g., Do Not Call Me Registry) is expressly prohibited and recipients must be offered the option to opt-out of receiving any such messages.
- 3.5. Use of Growthspace Systems. Service Provider acknowledges and agrees that Growthspace may monitor the Service Provider's use of its Systems (as defined below) and copy, transfer and disclose such electronic communications and content transmitted by or stored in such Systems, in pursuit of Growthspace's legitimate business interests, all in accordance with the Growthspace's policies in place from time to time, and subject to applicable law. For the purposes of this Section, the term "**Systems**" includes all of Growthspace's owned or leased computers (including laptops), corporate email correspondence on mobile phones, smartphones and other mobile devices, keys, PDAs, credit cards, printers, card access to any company building, files, e-mails, tapes, programs, records and software, computer access codes or disks, and other similar systems.

#### 4. **Compliance**

- 4.1. Service Provider shall comply with all applicable anti-corruption laws and shall not take any action that would cause Growthspace to violate any anti-corruption law, including but not limited to the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and local anti-corruption laws in the jurisdictions in which the Service Provider operates.
- 4.2. Service Provider warrants that it, and its employees, agents, and representatives have not and will not, directly or indirectly, offer, pay, give promise, or authorize the payment of any money, gift or anything of value to: (i) any Government Official (defined as any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or -controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office), or (ii) any person while Service Provider knows or has reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official, for the purpose of (i) influencing an act or decision

of the Government Official in his or her official capacity, (ii) inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official, (iii) securing an improper advantage, or (iv) inducing the Government Official to use his influence to affect or influence any act or decision of a government or instrumentality, in order to assist GrowthSpace or any of its affiliates in obtaining or retaining business.

- 4.3. Service Provider agrees that should it learn or have reason to know of any payment or transfer (or any offer or promise to pay or transfer) that would violate applicable anti-corruption laws, it shall immediately disclose it to Growthspace.
- 4.4. Service Provider represents and warrants that, unless disclosed to Growthspace in a separate written statement, none of its employees, directors, officers or principals is a Government Official. If at any time during the term of this Agreement any employee, director, officer, or principal is named, appointed, or otherwise becomes a Government Official, Service Provider will notify Growthspace in writing within five (5) business days.
- 4.5. Service Provider represents and warrants that it has not been convicted of, pleaded guilty, or charged with any offense involving fraud, corruption or bribery in any jurisdiction or country.
- 4.6. Service Provider represents and warrants that its employment practices and supply chain(s) are free from modern slavery and human trafficking.

## 5. **Intellectual Property.**

- 5.1. Except as expressly permitted hereunder, nothing herein shall be interpreted to grant to Service Provider any rights in any materials or any intellectual property of Growthspace. To the extent that Service Provider creates any materials, information, improvements, inventions, trademarks, works of authorship, designs, trade secrets, processes, techniques, know-how, data, or content (collectively, "**Inventions**") on behalf of Growthspace, using Growthspace's materials, or in any other manner in connection with the Services, Service Provider agrees that all such Inventions are, upon creation or invention, the sole property of the Growthspace and its assignees, and Growthspace and its assignees shall be the sole owner of all title, rights and interest in and to any patents, copyrights, trade secrets and all other rights of any kind or nature, including moral rights, in connection with such Inventions. the Service Provider hereby irrevocably and unconditionally assigns to Growthspace 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 design-related rights; (v) any other proprietary rights relating to intangible property including trademarks, service marks and applications thereof, trade names and packaging and all goodwill associated with the same; (vi) and 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. the Service Provider also hereby forever waives and agrees never to assert any and all Moral Rights (as defined hereafter) the Service Provider may have in or with respect to any Inventions, even after termination of engagement on behalf of Growthspace. "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.
- 5.2. The Service Provider further agrees to perform, during and after the term of the Service Provider's engagement with Growthspace, all acts deemed reasonably necessary or desirable by Growthspace to permit and assist it, at Growthspace's expense, in obtaining, maintaining, defending and enforcing the Inventions in any and all countries.
- 5.3. The Service Provider undertakes not to incorporate or permit to be incorporated any materials or any other deliverables made by third parties or any deliverables created by Service Provider prior to the Commencement Date or unrelated to the Service Provider's work for Growthspace under Service Provider's engagement with Growthspace (collectively - "Pre-Existing Materials"), without the express prior written consent of Growthspace. To the extent any Pre-Existing Materials are incorporated or combined with any deliverables or otherwise necessary for the use or exploitation of any Inventions, Service Provider hereby grants Growthspace an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify,

prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such Pre-Existing Materials and derivative works thereof. Growthspace may assign, transfer and sublicense (through multiple tiers) such rights to others without Service Provider's approval.

6. **Confidential and Proprietary Information.**

- 6.1. Confidential Information. Each party (each, a "**Recipient**") may have access to certain non-public or proprietary information of the other party (each, a "**Disclosing Party**") including any technical or non-technical information related to the other party's business and current, future and proposed products, services, and (prospective) customers in each case whether or not specifically designated as "confidential" or "proprietary" ("**Confidential Information**"). The terms of the Agreement shall be considered the Confidential Information of Growthspace.
- 6.2. Nondisclosure Obligations. Except as permitted herein, Recipient may not use, disseminate, or in any way disclose the Confidential Information except for purposes of providing or receiving the Services or in furtherance of the relationship of the parties hereunder. Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information but in any event with a high degree of care. Recipient shall disclose Confidential Information only to those of its employees who have a need to know the information in order for Recipient to perform its obligations under this Agreement and who are bound by non-disclosure and non-use obligations no less restrictive than those set out herein. The obligations set forth in this section shall survive termination of this Agreement for any reason.
- 6.3. Exclusions. Recipient's obligations hereunder do not apply to any Confidential Information that Recipient can demonstrate by written records (a) was in the public domain at or subsequent to the time the Confidential Information was received by Recipient through no act or omission of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to Recipient by Disclosing Party; or (c) was independently developed by Recipient without use of, or reference to, any Confidential Information. A disclosure of any Confidential Information by Recipient in response to a law, regulation, or governmental or judicial order ("**Order**") will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient, to the extent permitted by such Order (i) provides prompt prior written notice thereof to Disclosing Party of such Order; (ii) reasonably cooperates with Disclosing Party in opposing such disclosure; and (iii) only discloses to extent required by such Order.
- 6.4. Data and Privacy. With respect to any Personal Information that Service Provider may receive and process on behalf of Growthspace, Service Provider hereby represents, warrants and covenants that it will process it solely for the purpose of the provision of the Services and in accordance with any and all applicable laws, including all laws, court decisions and directives relating to Personal Information, privacy, security and databases that are in effect in the State of Israel, the United States, and in any other country relevant to the provision of the Services. Without limitation, Service Provider represents, warrants and covenants: (i) not process, transfer, modify, disclose or permit the disclosure of the Personal Information to any third party other than in accordance with Growthspace's documented instructions, unless required to do so by the applicable authority; in such a case, Service Provider shall inform Growthspace of that legal requirement before processing and sharing the Personal Information, unless that law prohibits such information on important grounds of public interest law; (ii) not use, sell, share, transfer and/or distribute the Personal Information; (iii) not will use the Personal Information to enrich its own databases; (iv) not transfer, including access from, Personal Information to any country without Growthspace's prior written consent. To the extent any data transfers are authorized, Service Provider shall enter into any additional documentation required to regulate such transfer under applicable laws.; (v) Service Provider shall keep the Personal Information confidential at all times unless otherwise instructed by Growthspace in writing and shall not engage any other processor, vendor or service provider without the prior written consent of Growthspace and, in the event such consent is provided, shall ensure that the same data protection obligations as set out in this section shall be imposed on such processor; (vi) to implement and maintain all administrative, technical and physical measures to protect Personal Information from security incidents and unauthorized access and to ensure a level of security appropriate to the risk in accordance with applicable law (vii) to document its activities regarding

implementation of this Section and to provide Growthspace with reports as requested and allow for and contribute to audits, including, inspections conducted by the Growthspace, or a third party on its behalf, of any processing of Personal Information; (viii) not to use illegally or not trustworthy sourced Personal Information (if applicable under the relevant Service); (ix) ensure that persons authorized to process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality; (xi) promptly notify Growthspace if it receives a request from a data subject or any supervisory authority, and shall assist Growthspace with all required information and assistance as requested by Growthspace in order for Growthspace to comply with data subject inspection, correction, and any other rights under applicable law; and (x) that Service Provider shall promptly and in any event within five days: (a) return a complete copy of all Personal Information to Growthspace by secure file transfer in such format and/or (b) delete and procure the deletion of all other copies of Personal Information processed by Service Provider. Service Provider shall provide written certification to Growthspace thereof. Service Provider acknowledges its obligations to the Database Registrar, including the Database Registrar's inspection rights. Service Provider will only allow such employees who are required access to the Personal Information and who are subject to confidentiality undertakings to access the Personal Information. In the event of a suspected or actual data security breach affecting Personal Information processed by Service Provider on behalf of Growthspace ("**Security Breach**"), Service Provider: shall (i) notify Growthspace immediately, and in no event in less than twelve (12) hours, in writing of such Security Breach, providing Growthspace with sufficient information and assistance to allow Service Provider to meet its obligations under applicable laws; (ii) cooperate with Growthspace in connection with the investigation of such Security Breach; and (iii) take all necessary and appropriate corrective actions to mitigate and remediate the Security Breach. Service Provider shall not inform any third party about the Security Breach without first obtaining Growthspace's prior written consent. "Personal Information" shall have the meaning used under applicable privacy law. Without derogating from any of the foregoing, Service Provider shall only Process Personal Data (as those terms are defined in the DPA) in accordance with the terms of Growthspace's Data Processing Agreement available here [www.growthspace.com/serviceproviderDPA](http://www.growthspace.com/serviceproviderDPA) (the "**DPA**") and/or Growthspace's instructions.

7. **Indemnification.** Service Provider shall defend, indemnify, and hold harmless Growthspace (and its officers, directors, and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs, reasonable attorneys' legal fees, and any administrative and/or criminal fines) ("**Claims**") that Growthspace may suffer or incur in connection with any actual or threatened claim, demand, action or other proceeding by any third party arising from or relating to (a) any breach of this Agreement by Service Provider or anyone on its behalf, including, without limitation, breach of any representations and warranties; (b) a claim that the Services infringe the intellectual property rights of a third party; (c) an employment claim or any other claim by any Individual Performing Services; or (d) any other matter for which Service Provider is responsible hereunder or under applicable law, including, without limitation, Security Breach. Service Provider may not settle or compromise such suit without the written consent of Growthspace. Growthspace may be represented in any such suit by counsel of its own choosing at its own expense.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL GROWTHSPACE OR ITS OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE RECEIPT OR USE OF THE SERVICES OR THE ARRANGEMENTS CONTEMPLATED HEREIN. GROWTHSPACE'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT AND/OR ANY CAUSE OF ACTION IS LIMITED TO FEES PAID BY GROWTHSPACE TO SERVICE PROVIDER IN THE SIX MONTHS PRECEDING THE APPLICABLE CLAIM.
9. **Term and Termination.**
  - 9.1. This Agreement will be in effect as of the Effective Date and shall continue in effect in accordance with the term specified in the Service Order, which term may be extended or renewed for specific extension or renewal terms by written agreement", unless terminated in accordance with the terms hereof ("**Term**"). Either party may terminate this Agreement for any reason and without the obligation to provide any reason, upon a prior notice of 14 days, unless otherwise stated in the Service Order.
  - 9.2. Notwithstanding the above, this Agreement may be terminated as follows: (i) either party may terminate this Agreement by providing seven (7) days prior written notice to the other party, in the

case of breach by the other party; (ii), either party may terminate this Agreement with immediate effect upon written notice to the other party, in the event the other party: (a) makes a general assignment for the benefit of its creditors; (b) applies for, consents to, or acquiesces to the appointment of a receiver, trustee, custodian, or liquidator for its business or assets; (c) files, or consents to or acquiesces in, a petition seeking relief or reorganization under any bankruptcy or insolvency laws; or (d) performed a material breach under this Agreement.

9.3. In case of termination or expiration of this Agreement for any reason each party shall return or destroy, at the other party's request, any of the other party's Confidential Information in its possession or control, and provide the other party with certification thereof. Sections 3-8, 9.3 and 11 shall survive the expiration or termination of this Agreement for any reason.

10. **Notices.** Any notices required or permitted to be given to either party hereunder shall be deemed properly given when delivered by certified mail (return receipt requested), hand delivery, certified overnight delivery such as Federal Express, or by one business day following the date specified on an electronic mail, and directed to such party at the address appearing in the first paragraph of this Agreement and/or the email address provided by the other party. Either party may change its address for purposes of this Agreement upon delivery of notice of such change to the other party.

11. **Relationship of the Parties.**

11.1. The relationship of the parties is solely that of independent contractors. Nothing in these Terms shall be interpreted as establishing any partnership, joint venture, employment relationship, agency or any other similar relationship between Growthspace or its affiliates on the one hand, and the Service Provider and/or his employees and/or any of his representatives on the other hand, and it is clarified that with respect to the Services no employer-employee relationship shall be formed between Growthspace or its affiliates on the one hand, and the Service Provider and/or his employees and/or any of his representatives on the other hand. It is hereby clarified that any right granted to Growthspace to instruct and/or oversee the Services by the Service Provider is granted and/or his employees and/or any of his representatives in order to ensure the performance of the Services and not to imply an employer-employee relationship. Service Provider hereby releases and discharges Growthspace and its affiliates from any and all claims, which Service Provider and/or his employees and/or any of his representatives ever had, now have, or may claim to have, against Growthspace and/or its affiliates in connection with the existence of any employer-employee relationship (including any eligibility to participate in any of Growthspace's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs). Neither party has the authority to enter into any agreement on behalf of the other party, and neither party shall assume any obligation, express or implied, on behalf of the other party.

11.2. Without derogating from the foregoing, to the extent that Service Provider is an individual (and not a corporate entity) and unless otherwise specified in the Service Order, the parties acknowledge that the following shall apply:

(a) The parties hereto hereby declare and approve, that this agreement is a Contractors Agreement within the meaning of the Israeli Contractors Law – 1974 or any other applicable law worldwide (the “**Contractors Law**”), and that in accordance with the Service Provider's demand, he will act as an independent contractor as part of the Service Provider, and that as a result of this engagement, no employment related rights shall be created for the Service Provider vis-a-vis Growthspace or any related party, and neither Growthspace nor any related party shall be liable towards the Service Provider in respect of any obligation or payment imposed by law on any employer. The Service Provider declares and confirms that:

(b) He/she understands all the terms of the engagement set forth hereunder, as per his/her request.

(c) The request of Service Provider to engage with Growthspace as a consultant and not as an employee, was made out of his own free will and after he consulted with third parties, including attorneys.

11.3. The Service Provider confirms decided, as a result of his/her own financial considerations, to operate as an independent contractor rather than as an employee, whilst obligating, as detailed in this Agreement, that the Growthspace or anyone acting on its behalf, will not bear any additional costs in connection with the engagement set forth herein, including in connection with employment

related entitlements; salary and Benefits and other Payments, as this term is defined in section 10.2.3 below, which comprise of all of the payments which an employer is obligated to pay to an employee, as well as compensation of any kind, including non-monetary compensation.

- 11.4. Therefore, in accordance with an agreed calculation between Growthspace and the Service Provider, Growthspace increased (by such percentage as set forth in the Service Order) the consideration offered from the outset to the Service Provider in order (and as a result of Service Provider's demand to engage as an independent contractor) to cover the Service Provider's expenses as an independent contractor, including in respect of the salary and customary contributions to severance, pension and disability insurance for the Service Provider, annual leave fees according to the minimum quota set by the law, sickness pay according to the minimum quota set by the law, travel expenses, convalescence fees and employer's contributions in respect of Bituach Leumi (together: "**Benefits and other Payments**").
  - 11.5. The Service Provider undertakes to purchase pension coverage with acceptable terms, and paying in full all required tax payments and other mandatory payments, all throughout the term of this Agreement.
  - 11.6. The Service Provider hereby undertakes not to raise any claim against Growthspace or anyone acting on its behalf in connection with any payment or any right in connection with employment relations.
  - 11.7. The Service Provider shall indemnify and hold Growthspace, or any person on its behalf, harmless, for any expense of Growthspace, damage or losses incurred thereby, or against the payment by Growthspace of any other payment (including attorneys' fee), immediately upon the receipt of its first request, as long as these: (1) are related to a determination concerning the existence of an employee-employer relationship between the Service Provider and Growthspace or anyone on its behalf; or (2) result from any act, omission or negligence on the part of the Service Provider or anyone on his/her behalf, related to the provision of the Services under this Agreement.
  - 11.8. Any right granted to Growthspace to instruct and/or supervise over the Services is granted in order to ensure the performance of the Services, according to the demands of Growthspace, and does not imply or support an employer -employee relationship between Growthspace and the Service Provider.
  - 11.9. In light of the foregoing, should it be held by the labor court, or any other competent authority, including a governmental entity, that the Service Provider provided the Services as an "employee", the Service Provider declares that the Service Provider received from Growthspace the full payments to which he was entitled as an employee (including salary, Payments and other Benefits and Bituach Leumi payments) and therefore will not be entitled to receive any additional payment or compensation of any kind whatsoever, including a non-monetary compensation.
  - 11.10. Each party is aware that only on the basis of the aforesaid, Growthspace agreed to enter into this Agreement, under its terms, and that in any other case the terms of the Agreement were significantly different.
12. **Unfair Competition and Solicitation.** Unless otherwise stated in the Service Order, during the Term, and for a period of six (6) months thereafter, Service Provider shall not (unless explicitly provided otherwise in the Service Order), directly or indirectly: (a) develop, market, sell or promote products, systems and technology that are competitive with any of the Growthspace's products or services; (b) provide services similar to the Services either as an employee or an independent contractor, solicit sales for, or have a financial interest (other than passive holdings of up to 2% in a public company) or management position in, a Company Competitor. "**Company Competitor**" means any entity or business competitive with Growthspace and or its Services, business or products, (c) solicit (or assist or encourage the solicitation of) directly or indirectly any employee, advisor or consultant of Growthspace or any of its affiliates to work or provide services for Service Provider or for any third party; or (d) encourage directly or indirectly any customer or supplier of Growthspace or its affiliates to terminate or reduce the scope of such customer's or supplier's relationship with Growthspace or such affiliate (as the case may be).
  13. **General.** This Agreement sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements or understandings between the parties regarding such matters. No amendments or waivers shall be effective unless in writing and executed by both parties. Growthspace may freely assign any or all of its rights and obligations under this Agreement. Provider may not assign any rights or obligations under this Agreement to any third party and assignments in violation of the foregoing

shall be void; provided that Service Provider may assign this Agreement in the context of a sale of all or substantially all of its share capital or assets. The relationship of the parties is that of independent contractors and Service Provider, its agents, representatives, and employees shall not be considered employees of Growthspace. This Agreement shall be governed by the laws of the State of Israel without regard to conflicts of law provisions thereof, unless otherwise stated in the Service Order. Unless otherwise stated in the Service Order, the parties agree that the competent courts in TelAviv – Yafo, Israel shall have exclusive jurisdiction regarding all disputes hereunder, and the parties expressly consent to such jurisdiction. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such part shall be interpreted to give maximum effect to its terms as possible under applicable law, and the remainder of this Agreement shall remain in effect.