



## **General Terms of a Purchase Order/ Sub- Contracting Purchase Order**

### **1. Definitions**

**The “Purchase Order”** – a Purchase Order form and all the documents attached to it, including these terms, constituting an integral part of the Purchase Order and any document whose general terms or appendixes refer to. The terms of the Purchase Order shall constitute the full and exclusive agreement between the parties.

**The “Customer”** - Wipro Givon Ltd.

**The “Supplier”** – The person/ the corporation that enters into a contractual engagement according to this Purchase Order.

**The “Goods”/ the “Services”** – The Supplier’s undertakings in accordance with the Purchase Order including the items, products, Services and know- how.

### **2. The Contractual Documents**

This Purchase Order cancels any document, verbal agreement or written agreement concerning the performance of the work except for those documents that were expressly mentioned in the Purchase Order form that shall be in force.

### **3. The Performing of the Purchase Order**

3.1. The Supplier undertakes to supply the Goods in accordance with the Purchase Order specifications as set forth in the specifications and/or in accordance to the most updated diagram and/or blueprints and/or in any other document that is attached to the Purchase Order.

3.2. The Supplier undertakes that the Goods shall be new, not forged and of high quality, at least in accordance with acceptable and required skills and professionalism, and he shall meet any Israeli standard and/or other binding official standard and the provisions of any law, that apply to the Purchase Order.

3.3. The Supplier shall not perform himself any change in the details of the Purchase Order and/or details of the specifications, except with the prior written approval of the Customer.

3.4. Commencement of performing an Purchase Order by the Supplier or delivering the Goods to the Customer, all or in part – respectively – is deemed as the Supplier’s consent to accept the Purchase Order and all of its terms, even if a copy of it was not approved and/or not signed by him.

### **4. Consideration and Payments**

4.1. The price determined in the Purchase Order is a final, fixed and concludes all the Supplier’s undertakings. No addition shall be paid including addition due to price increases, changes in the exchange rate, changes in cost of living index, and changes in taxes and obligatory levies, unless it was otherwise agreed in writing. The price stipulated in the Purchase Order also includes consideration for receiving ownership in tangible assets or intangible assets (including know- how, inventions and copyrights) which are ordered according to this Purchase Order, transporting, costs in the framework of warranty, packaging and any payment and/or cost, equipment and/or material and/or tools required for performing the Purchase Order.

- 4.2. Payments to the Supplier shall be made net 90 and they shall apply 90 days after the calendar month in which all of the following conditions have been fulfilled: (1) The Goods were delivered to the Customer to his full satisfaction, before the invoice was submitted; (2) All the documents required for the Goods were received; (3) The Goods were not rejected as a result of acceptance tests.
- 4.3. The Supplier shall attach a shipping bill/shipping voucher/packing list/shipping certificate with the Goods, and in the event of an Purchase Order to perform Services he shall attach a performance report to the invoice, in accordance with the Customer's requirements signed by the relevant supervising person on behalf of the Customer.

## **5. Changes by the Customer**

- 5.1. The Customer may, from time to time, furnish a demand to the Supplier to make changes in any matter that is connected to the Goods, by a written notice that shall set forth the nature of the change. The Supplier must perform the required changes subject and in accordance with the provisions in this section hereafter.
- 5.2. The Supplier shall notify the Customer, within 21 days after receiving the demand for changes, if the changes have any impact on any terms of the Purchase Order, and he shall set forth his position and his demands. It is clarified that any change that does not exceed 10% of the value of the item and/or the Purchase Order and/or part of it (which is relevant in accordance with the required change) shall be *without any cost to the Customer*.
- 5.3. Notwithstanding the aforesaid, it is clarified that the Customer may postpone the contractual supply time up to 6 months *without any cost to the Customer*. A longer delay shall be considered as a "change" and the provisions in sub- section 5.2 above shall apply to it.
- 5.4. The Customer may advance the supply date, *without any cost to the Customer*, only if the supply date of the Purchase Order does not apply within two months after the Supplier's notice. Any advance which is not in accordance with the aforesaid shall be considered as a "Change" and the provisions in sub- section 5.2 above shall apply to it.
- 5.5. The Customer may demand, and the Supplier undertakes to commence performing the changes, even before the parties agreed to adjust the Purchase Order price and/or time schedule for such delivery as mentioned above.
- 5.6. The Customer may demand that the supply, at any time before half of the period has passed scheduled for supplying the last part of the Goods, to increase the Purchase Ordered quantity by a up to 20% of the quantity determined in the Purchase Order, *without any change in the prices of the items*. All the other terms of the Purchase Order shall remain in force, and they shall also apply to the additional quantity that was Purchase Ordered according to this section.

## **6. Supervision**

- 6.1. The Customer's representatives and/or the Customer's client shall be entitled at all times to supervise the performance of the Services and to supervise at any place where the work is performed, to review any document in connection to the Goods, with respect to the Goods. The Supplier shall assist the Customer in Purchase Order to perform the inspections. It is emphasis that a visit of the Customer's client in the Supplier's facility, shall not be performed unless the Customer is present.

- 6.2. The aforesaid in this section 6 and/or in any audit and/or supervision and/or assistance that shall be performed / given by the Customer to the Supplier shall not derogate from any of the Supplier's obligations and/or liability or impose any obligation or liability on the Customer.
- 6.3. The Supplier shall immediately notify the Customer, in any event where he feels he does not comply or he foresees that he may not comply with any terms of the Purchase Order and he shall report the Customer of his actions to prevent the anticipated breach.

## **7. Acceptance Tests**

- 7.1. The acceptance tests shall be made as set forth in the Purchase Order. In absence of an express provision in the Purchase Order and/or without derogating from the provision in the Purchase Order in this matter, the Customer is entitled to inspect the Goods, and to accept or reject them (including as a result of a flaw) following his inspection. Even if the Customer accepted the Goods, for one reason or another, after inspection, this cannot harm his right to dismiss the Goods at a later time, if it turns out that the Goods and/or part of did not meet the requirements of the Purchase Order, and such non- compliance, as mentioned, was not discovered at the time the Goods were checked. The non- acceptance or rejection of the Goods cannot harm any other right of the Customer according to the Purchase Order and/or according to law.
- 7.2. The delivery of the Goods shall not be considered full and valid without the Customer confirming that the acceptance test was properly made, and that the Goods are to his satisfaction.
- 7.3. Performing any payment on account of the consideration, before performing acceptance tests and/or quality inspections, does not constitute confirmation by the Customer that the items are in good Purchase Order and/or a waiver of the Customer that acceptance tests and/or quality tests and/or other tests have been performed and/or of any other right that is conferred to him according to the Purchase Order and/or according to any law.

## **8. Delivery of the Goods**

- 8.1. Packaging the Goods, loading them and sending them to the Customer shall be the responsibility of the Supplier, performed by him and at his expense. If there is no express provision regarding the manner of packaging, the Supplier shall package the items according to the acceptable packaging standard for items of the same type, and in absence of a standard, according to the acceptable commercial practice regarding those items. The Supplier shall ascertain that the packaging shall be performed so that the internal parts of the Goods will not be harmed during their transport by any means, to Israel and/or in Israel and during the duration of their storage.
- 8.2. The transfer of the Goods and/or parts of it to the Customer, in good and proper condition and the Customer's confirmation that the Goods have been accepted, shall be considered as delivery and transfer of their ownership to the Customer. The confirmation of the Purchase Order is not a confirmation that the quality of the Goods meets the full satisfaction of the Customer.
- 8.3. The Supplier is responsible for any loss and/or damage, if caused to the Goods until they are delivered to the Customer.
- 8.4. The items shall be delivered to the Customer with a shipping bill/shipping voucher/packing list/shipping certificate and invoice that shall detail the Purchase Order number the number of units supplied and serviceable tag, if required.

**9. Delay of Delivery**

- 9.1. The Supplier must comply with the delivery schedule determined in the Purchase Order which is material to these terms. The Supplier shall report to the Customer in writing of any event of a delay and/or possibility of delay at the delivery date, immediately upon finding out about the delay and/or possibility of delay, with the reasons for it, the expected time for fulfilling his obligations and the means that he intends to take in Purchase Order to overcome the delay.
- 9.2. Without derogating from the remedies available to the Customer according to law and/or according to the Purchase Order, in any event of a delay in the time schedule, the Customer is entitled to offset for each 7 days of delay, liquidated damages in the amount of 0.5% of the value of the Goods which have been delayed, and up to and not more than 10% of the value of the entire Goods.
- 9.3. A delay of up to 7 days shall not be considered as a delay (hereinafter the “Grace Period”). If the Supplier was late for more than 7 days, the Grace Period shall be included in the count of delay days.

**10. The Supplier’s Responsibility and Warranty for the Goods**

- 10.1. The Supplier is responsible to any defect and/or incompatibility and/or flaw that shall be discovered in the Goods and/or in any part of it, and/or in the Services that were Purchase Ordered or any part of them, including those arising from the quality of materials from which they were manufactured, or from the quality of the work performed or the service and/or from an inconsistency with the quality required in the Purchase Order, or from the design of the Goods, if planned and/or designed by the Supplier all for a period of at least 36 months after the Goods have been delivered to the Customer's client or 48 months after the Goods have been received by the Customer, the later between them, unless a longer period has been determined in the law, or as determined specifically in the Purchase Order.
- 10.2. If it is not possible to discover the flaw with a reasonable examination, the time limit shall not apply, and the Supplier’s liability shall continue to apply, and no provision limiting the Customer’s rights shall apply in the event of a failure to inspect or notify as mentioned above.
- 10.3. Without harming any other right of the Customer according to this Purchase Order or according to any law, the Supplier undertakes to repair any flaw at his expense, or to replace an item/ work or any part of it in which a flaw was discovered, according to the Customer’s demand, and at his expense, and to compensate the Customer for all the damage or loss caused or that shall be caused due to the flaw, unless the Supplier proves the flaw caused, was not his fault.
- 10.4. If the Supplier did not perform the repair or replacement as mentioned in this section, within the time determined by the Customer in the notice to the Supplier (and which shall not exceed two weeks after the notice was given to the Supplier and until the repaired or substitute item/ work was received by the Customer), the Customer shall be entitled, according to his discretion, to perform the repair himself or by another Supplier, and the Supplier shall be required to indemnify the Customer for any costs of the repair and the losses caused to him as a result. The Supplier shall be responsible for transporting the Goods from the Customer to the Supplier and for its return (if necessary). The Supplier shall bear all reasonable costs involved in this, and he shall compensate the Customer for all costs and losses incurred by him as a result of the flaw/ defect.

- 10.5. Exercising the warranty by the Customer shall extend the warranty period for an additional period equal to the period between the Customer's notice to the Supplier regarding the defect/ flaw until the items and/or work is returned after the repair/ replacement to the Customer.
- 10.6. The documents supplied by the Supplier together with the Goods shall be updated, accurate and without flaws and/or errors and they shall allow the Customer to operate and maintain the Goods as set forth in the Purchase Order.

## **11. Quality**

- 11.1. The Supplier shall maintain quality assurance processes to the Customer's satisfaction.
- 11.2. The Supplier warrants and confirms that the Goods shall be new and not refurbished and/or repaired, unless otherwise agreed in writing.
- 11.3. The Supplier warrants that the Goods shall be manufactured to the best of the knowledge, skill and professionalism commonly practiced in the relevant industry, and shall strictly comply with all requirements and standards set forth in this Purchase Order.
- 11.4. All documents provided by Supplier to Customer under this Purchase Order shall be up to date, precise and error free, and shall enable the Customer and/or Customer's client to operate and maintain the Goods as set forth in this Purchase Order.
- 11.5. Supplier shall retain and maintain all documentation and records related to this Purchase Order for a period of not less than seven (7) years after the date of the last delivery under this Purchase Order.
- 11.6. All raw materials and components acquired by Supplier in connection with this Purchase Order and all special processes implemented by Supplier in connection with this Purchase Order shall be only with suppliers and subcontractors that have been certified and approved by the Customer and/or Customer's client [it is the Supplier's responsibility to verify this issue with the Customer, if necessary].

## **12. Prohibition of use of Counterfeit Components**

The Supplier shall take all necessary measures to prevent the delivery and / or the combination of Counterfeit Components in the Goods it provides to the Customer. The reference to Counterfeit Components applies to electronic components, electromechanical components, metals, hardeners and accessories. If a Counterfeit Component and / or suspected Counterfeit Components (hereinafter: the "Counterfeit Component") is found to be contained in the Goods at any time, including after the end of the Warranty period, the Supplier shall notify the Customer immediately. The Supplier will immediately replace the Counterfeit Component with another component in its place, one which meets the requirements of the Purchase Order (hereinafter: the "Replaced Component"), without derogating from any other right and/or remedy the Customer may have at law, equity or under any provisions of this Purchase Order. The Supplier shall bear all direct and indirect costs involved in finding, removing and replacing the Counterfeit Component, including the installation of the Replaced Component, when approved by the Customer.

## **13. The Customer's Assets**

- 13.1. The Customer's property including any material, remnants of it and/or equipment and/or tools and/or diagrams and/or know- how and/or invention and/or tangible asset or other intangible asset that were delivered to the Supplier by the Customer and/or by anyone on his behalf with respect to performing the Purchase Order (hereinafter the "**Customer's Assets**"), shall be and shall remain the Customer's ownership. The Supplier shall be responsible for any loss or damage that shall be caused to the Customer's

Assets that are in his possession and/or control and/or of anyone on his behalf. The Supplier shall make sure that all the Customer's assets shall be held separately, shall be marked as the Customer's assets and preventive treatment and appropriate and suitable maintenance shall be performed in them.

- 13.2. The Supplier undertakes not to use, and not to allow any other person to use any item of the Customer's Assets, unless it is for the Customer and in the framework of this Purchase Order. The Supplier further undertakes not to sell the Customer's assets, not to pledge them, not to encumber them and not to remove them in any other manner from the Customer's ownership. The Supplier shall not give any information with respect to the Customer's Assets, and he shall make sure that such information shall not reach the knowledge of any other person in any manner.

#### **14. Cancelling the Purchase Order according to the Customer's Discretion**

- 14.1. Without derogating from any right according to law and/or this Purchase Order, the Customer may, according to his discretion, for any reason, and at any time, cancel the Purchase Order, all or in part, by giving a written notice to the Supplier. In this event the following provisions shall apply:

- 14.1.1. Upon receiving the notice from the Customer, the Supplier shall act in accordance with the statements in the notice.
- 14.1.2. The Supplier shall act to reduce his costs as a result of cancelling the Purchase Order, all or in part.
- 14.1.3. The Supplier shall return the Customer's assets and knowhow to the Customer.
- 14.1.4. The Supplier shall transfer to the Customer the Goods which their production has been fully or partially completed.
- 14.1.5. The Customer shall pay the Supplier the price which was determined in the Purchase Order for Goods that were completed and supplied.

If a separate price was not determined in the Purchase Order for each item in the Goods that were performed and supplied, the Customer shall pay the relative part of the price stipulated in the Purchase Order for the Item that was completed and supplied.

For Goods or items which were not supplied as a result of the cancellation of the Purchase Order, the Supplier shall submit the Customer a payment demand with all references to prove the reasonable direct costs that were actually incurred by the Supplier up to the cancellation notice date, with additional reasonable contract profit. The demand shall be submitted no later than 60 days after the cancellation notice (otherwise it shall not be handled by the Customer).

The payment shall be subject to an inspection by the Customer. In any event the sum that the Supplier shall receive shall not exceed the consideration that he was entitled to according to the Purchase Order.

- 14.2. For the avoidance of doubt, it is hereby emphasized that the Supplier shall not be entitled to any additional compensation or payment as a result of cancelling the Purchase Order, all or in part, except for the payments set forth in this section.
- 14.3. Notwithstanding the aforesaid in any law, cancelling the Purchase Order due to force majeure of the Supplier shall not grant the Supplier any remedy except for the right to receive the consideration for the items/ work/ Services that were fully delivered until the Purchase Order was cancelled. In any event, the sum that the Supplier received shall not exceed the consideration that he was entitled to according to the

Purchase Order had it been performed until its completion according to the terms of the original contractual engagement.

- 14.4. The cancellation of the entire Purchase Order, or part of it by the Customer shall not exempt the Supplier from liability for that same part of Goods that was delivered by him before such cancellation.
- 14.5. The Customer is entitled to delay the payments due to the Supplier, according to this section, until the items, the Customer's assets and knowhow which the Supplier must transfer to the Customer, are received.
- 14.6. The Supplier shall return to the Customer any payment that was paid to him on account of the items and/or the work and/or the Services that were not supplied, with additional customary interest and linkage.

**15. The Customer's Rights due to Breach**

- 15.1. Without derogating from any right according to law and/or according to this Purchase Order, the Customer is entitled to cancel the Purchase Order in full or in part, by a written notice, as long as the Supplier does not meet one or more of his undertakings in the Purchase Order.
- 15.2. Furthermore, the Customer shall be entitled to immediately cancel the Purchase Order in the event of commencing of liquidation proceedings and/or bankruptcy proceedings against the Supplier [or by the Supplier] and/or a procedure freezing and/or in any other case that indicates the Supplier's insolvency, that were not cancelled within 7 (seven) days after the voluntary liquidation petition was submitted and/or began and/or full and/or material cessation of the Supplier's operation.
- 15.3. Without derogating from any right according to law and/or according to this Purchase Order, cancelling the Purchase Order by the Customer as mentioned in in this section 15:
  - 15.3.1. Shall not grant the Supplier any right to sue compensation, enforcement and/or any other remedy.
  - 15.3.2. The Customer shall be entitled to Purchase Order the performance of the Purchase Order or part of it at another Supplier, on the Supplier's account, and/or to perform the Purchase Order by himself, and to sue and/or offset the Purchase Order sum at the other Supplier and/or the costs of performing the Purchase Order, other costs and losses caused to the Customer as a result of this, from the sum due and/or that shall be due to the Supplier.
- 15.4. If the Supplier has breached a material term of the Purchase Order (sections 3, 4.3, 6.3, 7, 8, 9.1, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21.3, 23, 24, 25, 26, 27 of these terms), and the Customer has cancelled the Purchase Order as a result of this, the Customer shall be entitled to liquidated damages in the amount equal to 5% of the value of the Purchase Order, without being required to prove his damage. The Customer has the right to return the Goods to the Supplier, all or in part, and the Supplier shall return to the Customer any payment that was paid to him on account of the Goods that were returned, with additional customary interest and linkage.
- 15.5. Sections 14.3-14.6 above shall apply also in the circumstances of this section 15.

**16. Cessation/ Stop Work/ Delay of Work by the Customer**

- 16.1. The Customer shall be entitled at his sole discretion, by a written notice, to demand from the Supplier, to stop performance of the Purchase Order for a period of up to 90 days after the notice was delivered to the Supplier, and for any additional period, as shall be agreed upon between the parties (hereinafter: the "Stop Work Period").

- 16.2. The Stop Work period cannot change the supply time as determined in the Purchase Order.
- 16.3. During the Stop Work period, the Customer shall be entitled, among others, and according to his sole discretion, to cancel the Stop Work Purchase Order by a written notice to the Supplier, or to cancel the Purchase Order in accordance with the provisions in these provisions above.
- 16.4. In the event that the Customer shall terminate the Stop Work Purchase Order, or alternatively, the Stop Work period shall pass, the Supplier shall resume performing the Purchase Order as mentioned under these terms and in the Purchase Order.

**17. The Customer's Property**

**“Knowhow”**- Any technological information, commercial or otherwise, commercial secrets, other ownership rights, that can include without derogating from the generality of the definition above, inventions, patents (whether registered or not), requests for patents, licenses, designs (whether these are registered or not), inventions, techniques, methods, data, engineering information, biological and chemical information, information regarding manufacturing processes, manufacturing methods, inspection methods, specifications, diagrams, drawings, prints, list of parts, information, plans, passwords, marks, codes, improvements, information inventions, ideas, commercial names, details and any other information whether the information is in writing, it is verbal or any printed, optic, electronic or other information.

**“Background Knowhow”** – Knowhow that belongs to a party to the Purchase Order or knowhow that he purchased, received or developed not in the framework of this Purchase Order.

**“Foreground Knowhow”** – Knowhow that the Supplier developed in the framework of this Purchase Order and/or as a result of it.

**“Intellectual Property”** – Intellectual property and its different forms, including knowhow, ideas, inventions, (whether these qualified as a patent or not), patents, requests for patents, copyrights, designs, trademarks etc.

- 17.1. Any Background Knowhow that was conveyed by the Customer to the Supplier shall remain the property of the Customer. Any Background Knowhow of the Supplier shall remain owned by the Supplier and the Supplier is responsible towards the Customer for preserving the Customer's knowhow, and its proper maintenance.
- 17.2. All the rights, including the intellectual property rights in the Foreground Knowhow shall belong solely to the Customer. For the sake of avoiding doubt, the Customer shall be entitled to use them, as he sees fit, and without any restriction, including copying, changing, distributing, and permitting use of them. The Supplier does not have and shall not have any right and/or demand and/or lawsuit of any type and kind with respect to the Customer's rights, including intellectual property rights, his Foreground Knowhow and/or the Background Knowhow. The Supplier waives, assigns and transfers to the Customer, without any additional consideration, all the rights in the Foreground Knowhow, insofar as he shall have rights, including all kinds of intellectual property right, insofar as these are connected to the subject matter of this Purchase Order and/or its designation and/or the use that the Customer shall make of the subject matter of the Purchase Order and/or the relevant project and its components.
- 17.3. The Supplier undertakes to report to the Customer of any knowhow that he has accumulated while performing the Purchase Order. The Supplier undertakes to assist the Customer in any way to transfer the rights to him as mentioned above. The Supplier shall mark the Background Knowhow and the new as the “Customer's property” and he shall keep it as set forth in section 16 hereafter. The Supplier shall be



entitled to use the Customer's Background Knowhow and the Foreground Knowhow only for the purpose of performing the Purchase Order and not for any other purpose.

- 17.4. The Supplier shall grant the Customer a nonexclusive license to use the Background Knowhow of the Supplier in the subject matter of the Purchase Order and with respect to the Purchase Order, for realizing the products of the Purchase Order, in any field, including the development, manufacture, marketing and sale of products and/or technology. The license cannot be cancelled, it is not limited in time, it can be transferred to a third party and sub-licenses can be granted by its virtue.

**18. Confidentiality – Preserving the Customer's Information**

- 18.1. The Supplier is responsible towards the Customer to protect the Customer's knowhow as set forth in section 15 above and its proper safekeeping.
- 18.2. The Supplier undertakes to keep the knowhow confidential as mentioned in section 15 above, and knowledge and documents connected to performing this Purchase Order, which shall reach him while or as a result of the Purchase Order. The Supplier undertakes not to use the knowhow, the documents as mentioned, or any part of them for the purpose other than this Purchase Order.
- 18.3. The Supplier undertakes to inform each of his employees, including his sub-contractors, and he shall be responsible and liable that they maintain confidentiality as mentioned in this section.
- 18.4. The Supplier undertakes not to publish any information and/or details connected to this Purchase Order and/or any document connected to this Purchase Order and/or arising from it, without receiving the Customer prior written approval.

**19. Patents and Copyrights**

- 19.1. The Supplier hereby declares and undertakes that the use of the items and/or knowhow, developed by him during the performance of the Purchase Order does not breach patents rights and/or copyrights and/or commercial secrets and/or any other proprietary right of a third party, and that he is the owner or license holder, or that he has the rights to use all the patents and/or copyrights and/or commercial secrets and/or any other proprietary right that are required for performing the work and/or the Purchase Order.
- 19.2. The Supplier shall compensate the Customer and his clients for any cost and/or damage and/or loss of any type (including reasonable legal costs and reasonable legal fees).
- 19.3. If, as a result of a claim as mentioned in this section, the Customer and/or his clients are prevented from suing the Goods or part of them, and/or from being their owner and/or from selling them, the Supplier shall act as follows: He shall make sure that the Customer and his clients shall have the right to continue to use, hold and sell the Goods; or replace the Goods under breach with another identical Purchase Order, or change the Goods so that the use of them shall not constitute a breach, and compensate the Customer.
- 19.4. With respect to Purchase Orders concerning creating of "a creation", including a work of art, graphics, text, photography, film, music, software, architect work etc... (hereinafter the "**Creation**"), and Purchase Orders concerning Services which include creating a Creation and/or that during their performance, the Supplier intends to create a Creation for the Customer, whether by the Supplier himself or by anyone on his behalf, it is agreed that the Supplier is the first owner of all the copyrights in the creation. This provision stipulates otherwise with respect to section 35 of the Israeli Copyrights Law. The Supplier waives the moral rights in the Creation and the Customer shall be entitled to make any change in the creation according to his discretion, including by anyone on his behalf. The Supplier undertakes to take

any action that shall be required, including with respect to his sub- Suppliers, in Purchase Order to ensure the fulfillment of this undertaking. The Supplier undertakes to furnish copies of all the creations in digital format which allows copying and making changes in the creations, and any document that shall be required for realizing the Customer's copyrights.

**20. Returning Customer's Assets and Knowhow**

At the end of performing the Purchase Order or upon its cancellation and/or part of it, for any reason, or according to the Customer's demand, whichever is earlier, the Supplier shall return the Customer at his expense, all the Customer's assets and the Customer's knowhow that were given to him and/or that are in his possession when they are in good and proper working condition.

**21. Offset**

21.1. The Customer is entitled to offset any sum that the Supplier and/or affiliated company shall owe the Customer, and/or an affiliated company of the Supplier, against any sum that the Customer paid the Supplier and/or to an affiliated company of the Supplier according to this Purchase Order and/or by virtue of any other agreement and/or according to any law. The Supplier, in receiving this Purchase Order, hereby waives receipt of an offset notice.

21.2. The Customer is entitled to delay payment or funds that are credited to the Supplier from time to time and this is if the Supplier does not meet his undertakings according to this Purchase Order or in any other agreement between the parties, without payment of linkage differences or any interest.

21.3. The Supplier shall not have any right of offset, pledge and/or charge of any type and level, for any reason, on Goods and/or on any part of it and/or on the Customer's assets as defined in section 13 above.

**22. No Assignment of Rights and/or Obligations**

The Supplier is not entitled to transfer the Purchase Order all or in part, directly or indirectly to another Supplier, and the Supplier is not entitled to enter into a contractual engagement regarding the performance of the entire Purchase Order or part of it with another Supplier, without receiving the prior written consent of the Customer. It is clarified that in this case, the Supplier shall remain responsible towards the Customer for performing the Purchase Order.

If any contractual engagement has been approved by the Customer, the Supplier shall include in an agreement between him and the sub- contractor all of the terms in this Purchase Order, that are connected and/or that accompany the performance of the work and the manner of their performance.

**23. Tortious and Insurance**

23.1. The Supplier shall be the exclusive liable for any loss and/or cost and/or damage to property and/or bodily harm incurred by the Supplier and/or his employees and/or any other person on his behalf and/or the Customer and/or the Customer's employees and/or any third party for any action and/or omission of the Supplier and/or of his employees and/or of any other person, including the Customer and/or the Customer's employees, provided that there shall be a link and/or connection between the loss and/or the cost and/or the damage to property and/or bodily harm, as set forth above, and between the work and/or the Services of the Supplier according to this Purchase Order. The aforesaid in this section is in addition, and it does not derogate from the Supplier's legal liability.

23.2. For the sake of avoiding doubt, it is hereby emphasized that the Customer shall not have any obligation to compensate the Supplier and/or his employees and/or his agents and/or any third party, for any damage

which will be caused as a result of performing the Purchase Order, and such liability shall apply only to the Supplier. The Supplier shall indemnify the Customer for any damage that he shall pay and/or any lawsuit which will be filed against him, and for which liability applies to the Supplier as mentioned.

23.3. Notwithstanding from the provisions in this chapter, in any event in which the Customer is for damages on account of damage caused as a result of the subject matter of the Purchase Order, he shall notify the Supplier thereof, that shall assist him in conducting the defense. The Supplier undertakes to indemnify the Customer for any costs of conducting the defense, and to compensate him for any sum that he shall be required to pay, whether according to a judgment or in a settlement agreement.

23.4. In Purchase Order to ensure the fulfillment of the Supplier's undertakings according to this section, and without derogating from his legal liability and from any other undertaking according to this Purchase Order, the Supplier shall insure at his expense the Customer's property, if it is given to him to supervise and/or control and/or anyone on his behalf, at its full value, against all risks. The Customer shall be listed as the first loss payee up to the value of his property. The Supplier shall further insure his liability above with appropriate liability insurances. In these insurances, the insured parties, in addition to the Supplier, shall be the Customer, the Customer's employees, and people acting on his behalf with a cross liability clause.

23.5. In the event that performing this Purchase Order shall require the Supplier or his employees or his agents to work on the Customer's premises, the Supplier undertakes to insure himself, his employees, his agents and any third party against any personal injury and/or damage to property that could be caused to the Customer's premises, following or as a result from performing the subject matter of the Purchase Order as mentioned. The insured parties in these insurances, which shall contain a cross liability clause, shall be in addition to the Supplier - the Customer, the Customer's employees and the people acting on his behalf.

23.6. The Supplier will provide, on demand, to the Customer, the valid insurance policies and/or the signed insurance certificates.

#### **24. The Supplier is an outsourcing Contractor**

The Supplier declares that in performing his undertakings according to this Purchase Order, he acts as an outsourcing contractor and that no employment relationship shall exist between the Customer and him and/or his employees. The Supplier shall indemnify the Customer for any damage or cost that he shall incur as a result of a demand and/or lawsuit of any of his employees and/or anyone on his behalf against the Customer, for any cause of action, including the cause of an employment relationship.

#### **25. Licenses, Permits and Approvals**

The Supplier shall obtain (at his responsibility and expense) all the licenses, approvals and permits required to operate his business in general, and for entering into a contractual engagement with the Customer, and in particular for performing the Purchase Order, and they shall be in force for the entire duration of the Purchase Order performance period.

#### **26. Export Control**

26.1. *Where the Goods are export controlled*, Supplier shall be responsible for and shall obtain and maintain (in a timely manner) all licenses, permits and other governmental approvals required for the performance of its

obligations under this Purchase Order and for the export of the Goods to Israel and/or the Customer's client country (hereinafter: the "Export License").

- 26.2. Within 21 days of the date of this Purchase Order, Supplier shall notify the Customer of any export control restrictions, including, but not limited to any restrictions under the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, the Foreign Assets Control Regulations and any other anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control and European Union controls on exports of dual-use items and technology. Such notification shall include any relevant classification of the Goods (e.g., a section in the equipment list, USML category, ECCN, etc.), including subsections, and Supplier shall update the Customer in the event of any changes to such information. In the event that there are no restrictions, the Supplier shall notify the Customer of the same. The Supplier shall provide, from time to time, declarations to the Customer concerning the foregoing at the Customer's request. The Supplier shall be solely responsible for the correctness and validity of any document related to this Article which is signed by the Supplier.
- 26.3. Without derogating from the Purchase Order, the Supplier undertakes to avoid from submitting and/or confirming, orally or otherwise, end user certificate, without the Purchaser's advance written authorization.
- 26.4. Technical information disclosed by the Customer and/or by the Customer's client/s to the Supplier in connection with the Purchase Order may be subject to Israeli and/or foreign export control laws, and, therefore:
- 26.4.1. The Supplier shall use the said technical information only for the performance of the Purchase Order and only after signing relevant NDA;
- 26.4.2. The Supplier undertakes to include the content of this Article in its agreements with subcontractors and suppliers related to this Purchase Order and Supplier shall remain responsible for the compliance with this Article by such subcontractors and suppliers;
- 26.4.3. Upon termination of the Purchase Order, the Supplier and any third party to whom such technical information has been transferred to, shall return all technical information to the Customer immediately and report that no copy / source and / or any other information exists in their possession.
- 26.5. The foregoing shall not derogate from Supplier's obligations under Article 18 (Confidentiality).

## **27. COBC – Code of Business Conduct**

- 27.1. The Supplier and each of its directors, officers, employees, agents or other representatives (hereinafter in this section – the "Supplier") represents and warrants that he, on behalf of the Customer, will not give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in Israel or abroad (hereinafter: "Officials" ) with an Intent to influence any act or decision in his or her official capacity, Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official's influence improperly to affect or influence an act or decision.

27.2. The Supplier understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be violative of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act 2010 and Israeli Penalty Law (hereinafter: "Anti- bribery Laws").

27.3. In addition, the Supplier shall promptly report to the Customer of any incident of breach or potential breach of this section.

27.4. Additionally, the Supplier shall indemnify, save and hold harmless the Customer, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by the Supplier.

27.5. The Customer shall have the right to terminate this Purchase Order with immediate effect, without any liability whatsoever, if the Supplier is in breach of this obligation.

27.6. The Customer shall have the right to audit the Supplier's compliance with this Undertaking at reasonable business hours and after giving reasonable notice.

27.7. The Customer is part of the Wipro group which has a COBC, and is published on the website, and the Customer expects the Supplier to act in accordance with it - <https://wiproenterprises.com/cobce/>; <https://wiproenterprises.com/ombuds-policy/>. Supplier can lodge a complainant in the link : <https://wipro-ightsight.com/landing-page>.

## **28. Bank Guarantee in the event that an Advance Payment has been approved for the Supplier**

In circumstances in which an advance payment has been approved in writing for the Supplier, and this was expressly mentioned in the Purchase Order, for ensuring the fulfillment of his undertakings according to the Purchase Order, all or in part, the Supplier undertakes to issue in favor of the Customer, according to his demand, a bank guarantee to the Customer's satisfaction in the amount of the advance payment that was approved. The Customer shall be entitled to deduct from the sum of the guarantee any sum which the Supplier is required to pay to the Customer according to the terms of this Purchase Order.

Receipt of the Purchase Order cannot harm the Customer's other rights according to any law and/or according to the terms of the Purchase Order and the Customer shall be entitled to collect any sum, that the Supplier had to pay, as mentioned, in any manner.

29. Reserved.

## **30. Remedies and Relief**

The remedies and relief set forth in this Purchase Order are in addition to any remedy or relief that is granted according to any law.

Without derogating from the aforesaid, the Supplier undertakes to compensate and/or indemnify the Customer in any event of any breach of his undertakings according to these terms, including the failure to comply with any provisions of the law.

## **31. The Applicable Law and Jurisdiction**

In any event of a disagreement and/or dispute, in any matter arising from this Purchase Order, the Israeli law shall apply, and the competent courts in the Krayot or in Haifa, respectively, shall have exclusive local jurisdiction to hear any dispute and/or disagreement as mentioned.

## **32. Force Majeure**

32.1. In the event of the failure to fulfill an obligation as a result of circumstances that the parties, at the time of executing this Purchase Order, did not know of and they could not have known of them or didn't see

and they could not have foreseen, and they could not have prevented, none of the parties shall be required to compensate the other for not fulfilling the terms of the Purchase Order.

- 32.2. The Supplier undertakes to notify the Customer of any force majeure, immediately upon finding out that the event has occurred.
- 32.3. The Supplier must prove to the Customer that the delay and/or the non- performance was caused as a result of the interference of force majeure and that he took all the means required during the interference period of the force majeure, and immediately after its end to reduce and mitigate its impact on the performance of the Purchase Order.
- 32.4. In any event of a delay or non- performance of the work as a result of interference of force majeure, for a period that exceeds two consecutive months, the Customer may terminate this Purchase Order by sending a termination notice and the Supplier shall immediately act in accordance with the provisions included in the termination notice.

**33. Miscellaneous**

- 33.1. The Supplier declares that the signature of his driver, employee, agent or anyone on his behalf with respect to the Purchase Order binds him for all intents and purposes.
- 33.2. No waiver, avoidance from performing an action or giving an extension by the Customer shall be considered as a waiver of his rights according to this Purchase Order and they shall not serve to prevent a claim, unless the Customer has expressly waived his rights in writing.
- 33.3. The Customer shall be entitled to pay instead of the Supplier any sum that the Supplier must pay with respect to this Purchase Order, if the Supplier shall not pay it, after giving an advance written notice of 7 days.
- 33.4. In any event the Customer's aggregate liability with respect to this Purchase Order shall not exceed the sum of the Purchase Order that was paid to the Supplier by the Customer.
- 33.5. Any notice with respect to the Purchase Order shall be given in writing according to the parties' addresses as mentioned in this Purchase Order.

[version October 2020]