

IN-VENTech GROWTH PROGRAM AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made as of the ___ day of _____ 202_ (“**Effective Date**”), by and between **Hi-Center - Haifa Hitech Initiatives Center Ltd.**, a company duly organized in Israel (“**hi-Center**”) and _____ a company duly organized in Israel, having an address at _____ (“**Venture Company**”), and. _____, Israeli I.D. _____, from _____ and _____ Israeli I.D. _____, from _____ (each, a “**Founder**”, and collectively, the “**Founders**”). Each of hi-Center, the Venture Company and the Founders shall be referred to as a “**Party**” and together as the “**Parties**”.

WITNESSETH:

WHEREAS, hi-Center has established and operates the IN-VENTech growth program to stimulate and support businesses operating in the municipal geographical Haifa (and mainly – the port district area), by providing such businesses with certain benefits as specified herein, *inter alia*, for the purpose of assisting such businesses’ research and development activities and the commercialization of new products and services (“**Growth Program**”).

WHEREAS the Venture Company and the Founders have submitted an application to IN-VENTech to participate in the Growth Program (“**Application**”) in order to conduct their business project of _____ (“**Venture**”).

WHEREAS hi-Center in reliance upon the Venture Company and Founders’ representations and undertakings contained in the Application and in this Agreement, has agreed to accept the Venture Company into the Growth Program and provide the Venture Company with the benefits in accordance with and subject to the terms and conditions of this Agreement and the Growth Program Rules (as defined below).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows.

1. Program Benefits

- 1.1. Subject to the terms and conditions of this Agreement, during a period of [] months [6-24, *will be filled in according to the specific Venture Company*] (the “**Growth Term**”) hi-Center shall provide the Venture Company an aggregate amount of up to NIS 300,000 (the “**Grant Amount**”), subject to the following: (i) an initial grant of up to NIS100,000, *provided* that within 3 months from the Effective Date, the Venture Company presents to hi-Center a bank statement reflecting a positive cash balance amount of at least NIS 200,000 in the Venture Company bank account, and which was received from third parties (including without limitation from investments, grants and advance payments from clients and excluding credit lines or loans repayable for a shorter term than 12 months); and (ii) an additional grant of up to NIS 200,000 following 3 months from the Effective Date, *provided* that the Venture Company presents to hi-Center a bank statement reflecting a positive cash balance amount of at least NIS 1,750,000 in the Venture Company bank account, which have been actually raised, (in one or more transactions after the Effective Date excluding the initial financing and the grant amount specified in subsection (i) above) from third parties (including without limitation from investments, grants and advance payments from clients and excluding credit lines or loans repayable for a shorter term than 12 months).
- 1.2. The payment of the Grant Amount (or any part thereof) by hi-Center to the Venture Company, shall be contingent upon and subject to the Venture Company raising the amounts specified in Section 1.1 above during the Growth Term, the performance of the covenants specified in Section 3 below and the provisions of the Growth Program Rules (as defined below).
- 1.3. In addition to the Grant Amount and at the discretion of the Venture Company, hi-Center shall either allow the Venture Company to use certain office space in its offices located in the port district in Haifa, or provide the Venture Company with a subsidy of up to NIS 3,500 per month for rent payment for offices in Haifa (and preferably in the port district), subject to availability; all for a period of up to 12 months (with hi-Center’s option to add an additional period of 6 months) and the achievement of Venture Company’s targets as defined mutually by both Parties.

- 1.4. In addition, the Venture Company will be granted with meal card subsidies for its employees (capped at NIS 3,000 monthly for all its employees) to be used only for restaurants in the city of Haifa. The restrictions and number of cards will be defined in Growth Program Rules and all for a period of up to 12 months (with hi-Center's option to add an additional period of 6 months) and the achievement of Venture Company's targets as defined mutually by both Parties.
- 1.5. hi-Center shall provide the Venture Company with further benefits such as business development assistance, assistance with raising funds etc. all as specified in the growth program rules as amended by hi-Center from time to time ("**Growth Program Rules**") attached as **Exhibit E** hereto.
- 1.6. It is agreed that the Venture Company shall solely bear all taxes (and similar liabilities) resulting from this Agreement and from any benefits provided hereunder.
- 1.7. VAT is included in all the Growth Program benefits amounts specified above, and all such amounts will be paid to the Venture Company in accordance with the terms hereunder against a proper tax receipt in accordance with the applicable law.

2. Representations and Warranties.

The Venture Company and each of the Founders, hereby represents and warrants to hi-Center, and acknowledge that hi-Center is entering into this Agreement in reliance thereon, as follows:

- 2.1. **Organization.** The Venture Company is duly organized and validly existing under the laws of the State of Israel, and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted. The Venture Company has all requisite power and authority to execute and deliver this Agreement. The Current Articles of Association of the Venture Company are attached hereto as **Exhibit A**. A certificate of proper bookkeeping is attached hereto as **Exhibit B**.
- 2.2. **Authorization.** All corporate action on the part of the Venture Company necessary for the authorization, execution, delivery, and performance of all of Venture Company's obligations under this Agreement has been taken. This Agreement, when executed and delivered by or on behalf of the Venture Company, shall constitute the valid and legally binding obligations of the Venture Company, legally enforceable against the Venture Company in accordance with its terms.
- 2.3. **Non-Contravention.** Neither the execution and delivery of this Agreement nor performance by the Venture Company of the terms hereof or thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of: (i) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign, to which the Venture Company is subject, (ii) any agreement, contract, lease, license or commitment to which the Venture Company is a party or by which it is bound, or (iii) applicable laws. Such execution, delivery and performance will not require the consent or approval of any third party, which consent or approval has not heretofore been obtained.
- 2.4. **Intellectual Property and Rights.** The Venture Company owns all rights with respect to its products/services, including all IP (whether registerable or not), no third party has any rights or claims as to the products/ services and the products/ services do not infringe any third party rights.
- 2.5. **Litigation.** There is no claim, suit, litigation, arbitration, mediation or proceeding or investigation pending or, to the best knowledge of the Venture Company, threatened against the Venture Company. There is no action or suit by the Venture Company pending or threatened against others, or which the Venture Company intends to initiate.
- 2.6. **Capital Structure.** The capital structure of the Venture Company is as set forth in the capitalization table attached hereto as **Exhibit C**, indicated all issued shares, outstanding options, warrants, convertible securities and rights to purchase securities of the Venture Company, on an as-exercised and as-converted basis.

3. Affirmative Covenants

- 3.1. The Venture Company shall participate in the Growth Program for a period of at least three years commencing on _____ and ending on _____, and during such period shall conduct itself in accordance with the Growth Program Rules. In the event of any breach by the Venture Company of its undertakings under this section 3.1 and the provisions of Section 3.6 below, then without derogating from any other remedy available to hi-Center in accordance with this Agreement and the applicable law, the Venture Company shall return the Grant Amount, and any other amount given to it by Hi Center, all together with proper interest and linkage differences in according with the applicable law 1961 – א"ה, התשכ"א – ה. הוק פסיקת ריבית והצמדה, התשכ"א – א.
- 3.2. The representations made in section 2.3-2.4 shall apply during the entire term of this Agreement.
- 3.3. It is agreed and accepted that the aforesaid requirement of return of amounts shall not apply to a Venture Company that was dissolved or that permanently stopped all of its activities; all due to lack of funds.
- 3.4. The Grant Amount shall only be used for those purposes mentioned in **Exhibit D** attached hereto [*shall be drafted as per the specific Venture Company*] and shall not be used for any other purpose without the prior written consent of hi-Center.
- 3.5. During the Growth Term, the Venture Company, each of the Founders and their respective successors and assigns, shall not transfer or exclusively license the Venture Company's intellectual property without giving hi-Center a prior written notice and/or in a way that will constitute a breach of this Agreement.
- 3.6. The Venture Company and the Founders hereby warrant and undertake that the Venture Company's center of activity including its development center is, and shall continue, during the Growth Period and until the third anniversary as of the Effective Date to be within the municipal geographical area of Haifa (preferably in the port district. Any location which is not in the port district is subject to hi-Center's prior written consent). The undertakings specified in this Section 3.6 are material and fundamental undertakings and in the event of their breach, without derogating from any other remedy available to hi-Center under the applicable law, the Venture Company and the Founders collectively, will be required to immediately return to hi-Center an amount equal to all funds received by the Venture Company from hi-Center under this Agreement or otherwise.
- 3.7. The Venture Company and the Founders shall provide hi-Center with all information relating to the financial condition, business (including its location) or corporate affairs of the Venture Company as hi-Center may from time to time reasonably request.
- 3.8. For the purpose hereof, Venture Company shall permit hi-Center's representatives to visit and inspect the Venture Company's properties, and to examine its records and to discuss the Venture Company's affairs with its officers, all at such reasonable times and upon reasonable notice.

4. Termination

- 4.1. hi-Center shall be entitled to terminate this Agreement and the Growth Period in the event that the Venture Company and/or any of the Founders are in breach of any of their respective warranties and undertakings and covenants pursuant to this Agreement (each a "**Breach**") in any manner and such Breach has not been fully remedied within 14 (fourteen) days from receipt of written notice from hi-Center specifying the breach. For the avoidance of doubt, it is hereby clarified that nothing in this section will derogate from any other right or remedy available to hi-Center at law or pursuant to this Agreement in the event of such breach.
- 4.2. Hi-Center may terminate this Agreement upon sending the Venture Company and the Founders a 14 (fourteen) days' prior written notice of termination. In the event that hi-Center exercises its right pursuant to this Section 4.2, (i) neither Party shall raise any claims or demands against the other Party or any of its employees, officers, directors, shareholders and representatives relating to such termination; (ii) Venture Company shall not be required to return hi-Center the Grant Amount or any other amount given to it by hi-Center. Notwithstanding the aforesaid, all the waivers specified in this Section with respect to the Venture Company shall not apply to the Venture Company (but will apply with respect to hi-Center) if the termination was made due to a Breach of the Venture Company.

4.3. In the event of a Breach by the Venture Company, the Venture Company and/or the Founders shall indemnify hi-Center and hold each of its officers, directors, shareholders and representatives harmless from any and all direct loss, damage, liability and expense (including reasonable legal fees and costs) sustained or incurred by any of them as a direct result of or in connection with the breach of this Agreement or any misrepresentations herein.

5. **Miscellaneous.**

5.1. All the services and assistance under the Growth Program shall be provided on an 'as available', 'as is' basis and in accordance with the policies and practices of hi-Center, as in effect from time to time. It is hereby clarified that hi-Center does not make any warranties and/or representations with respect to the Growth Program and shall not be held liable for any loss or damage incurred by the Venture Company or anyone on its behalf as a result of participation in the Growth Program.

5.2. All information provided by the Venture Company under this Agreement or related thereto shall not be considered as confidential information and may be used by hi-Center for the purposes of this Agreement. Additionally, hi-Center may use the Venture Company's name, trademark and logo for its marketing purposes.

5.3. Each of the Parties shall bear its own expenses and legal fees in connection with the consummation of this transaction.

5.4. No failure or delay by any party to this Agreement to enforce at any time any of the provisions hereof, or to exercise any power or right hereunder, shall operate as or be construed to be, a waiver of any such provision, power or right. Any waiver of any provision hereof or any power or right hereunder shall be in writing and shall be effective only in the specific instance and for the purpose for which given.

5.5. Sections 3, and 5 will survive any termination of this Agreement or expiration of this Agreement and and/or the Growth Period.

5.6. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be transmitted via email or by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, to the addresses set forth above or on the books of the Company. Any notice sent in accordance with this Section 5.5 shall be effective (i) if mailed, five (5) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via email, on the first following business day.

5.7. This Agreement may be modified or amended only by a written instrument signed by the Parties.

5.8. This Agreement shall be governed, construed and interpreted in accordance with the Laws of the State of Israel. The Parties irrevocably submit and consent to the exclusive jurisdiction of the competent courts in Haifa over any action or proceeding arising out of or relating to the Agreement.

5.9. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.10. The provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto. Notwithstanding the aforesaid, the Venture Company and the Founders may not assign any of their rights and obligations hereunder, without the prior written consent of hi-Center.

5.11. This Agreement together with the Growth Program Rules constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings, agreements and discussions, oral or written, with respect to such subject matter.

IN WITNESS WHEREOF the Parties have signed this Agreement in one or more counterparts as of the date first hereinabove set forth.

**Hi-Center - Haifa Hitech
Initiatives Center Ltd.**

By: _____

Date: _____

The Venture Company

By: _____

Date: _____

Founder

By: _____

Date: _____

Founder

By: _____

Date: _____