**Employment Contract**

**Jerusalem**

**Between:**

**i.d**

**And**

**: YS Research & Development** Ltd.,

**Vat number. 514129717**

**Whereas** and the company is interested in employing the employee as explained in this agreement.

**Whereas** the company has signed a services agreement with\_\_\_\_\_\_\_\_\_

**Whereas** and with the intent of both sides to determine in this agreement the conditions of the employee’s employment. Therefore it has been agreed and stipulated between the sides as follows:

1. **Preamble**

 The Preamble to this Agreement shall constitute an integral part thereof.

1. **Personal agreement**

This Agreement constitutes a personal contract and therefore, save where stated to the contrary in this Agreement, the following shall apply:

1. In respect of this Agreement and in respect of the Employee’s employment as an employee of the Company, neither the Employee nor the Company shall be subject to the terms of any collective general or special work agreement or agreements, or any other agreement or convention or practice, which currently applies or which may apply in the future, as between the Company and its Employees.

1. If at any time any judicial body shall determine that the Employee is entitled to any additional payment pursuant to a collective agreement or an extension order, the Employee shall be entitled to benefit from the provisions of the collective agreement or the extension order, but in such case the net salary of the Employee shall be reduced accordingly (retroactively from the date on which his employment commenced), and the Employee shall reimburse the Company for any payment paid to him beyond this amount.

1. Save where the parties shall otherwise agree in writing, the Employee shall not be entitled to any payment and/or right and/or benefit which are not explicitly mentioned in this Agreement or in an express document and in writing, signed by the authorized signatories of the company (including, but without derogating from the generality of the foregoing: payments, various social entitlements, rights, additions, severance pay and/or benefits of any type).

In the context of his position, the employee will work in providing Consulting services to clients of the company or the company itself.

The employee declares that he/she has all the necessary authorizations and/or licenses and/or permits and/or contracts, all that are necessary, in order to carry out the position and that all said authorizations, licenses, permits, or contracts will be in his hands during the period this contract is valid.

1. **Duration of employment**

The Employee shall be employed by the Company commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: “**Commencement Date of the Employment**”) and until the termination of this contract in accordance with the provisions of this Agreement (hereinafter: “**the Agreement Term**”), and the parties commit themselves to a mutual undertaking of all their obligations during the Agreement Term.

1. **Specification of position**

In the context of his position, the employee will work in providing \_\_\_\_\_\_\_\_ services to clients of the company or the company itself. The employee declares that he/she has all the necessary authorizations and/or licenses and/or permits and/or contracts, all that are necessary, in order to carry out the position and that all said authorizations, licenses, permits, or contracts will be in his hands during the period this contract is valid.

1. **Salary**
2. The employee will be entitled to a gross  salary of  ILS \_\_\_\_\_\_\_\_\_\_\_\_per\_\_\_\_\_\_\_\_
3. The social benefits the employee is entitled to receive according to the employment agreement will be calculated on the basis of the full salary (base salary together with commissions). Additional terms:

1. **Recuperation payments**
2. Recuperation payments will be paid to the employee according to the addition to the ruling concerning the payment of monthly recuperation payments.

1. **Yearly vacation**
2. The employee is entitled to a yearly vacation, according to the Yearly Vacation Law (1951).

1. **Sickness payments**
2. In case of sickness the employee will be entitled, after bringing a written medical endorsement, to sickness payments according to the Sickness Payment Law (1976) and its regulations.

1. **Reserve duty**
2. **The employee** must report to the company when he receives a call to reserve duty. The employee will receive a basic salary for each day of reserve duty for which he receives authorization. The difference, according to the standard calculation that he will receive from the authorities, he will be paid in his salary in the following month.

1. **Transportation refund** will be paid as per Israeli law

1. **Salary payment date**

The employee’s salary will be paid no later than the 9th of the month that follows the month in which the payment was made.

1. **Personal trust**

The nature of the work, its character, and the senior position of the employee occasionally require working outside regular work hours. Because of the nature of the position that the employee holds, and because of the trust in him, the Work and Rest Hours Law (1951) will not apply, and the employee will not be eligible to receive additional payment for added work hours or for Shabbat and holiday hours. It should be clear that the employee’s salary (including the commissions) will be determined in this way, including within it the components of all the payments that the employee is entitled to receive, as if the Work and Rest Hours Law is applicable to him or her.

1. **Deposits to Pension Fund**

With the beginning of the employee’s employment in the company, the company will insure the employee with a manager’s insurance policy **(“the policy”)** or a pension fund **(“the fund”)** or a combination of the two. The company commits itself to making deposits into the account regularly, the following monthly percentages from the employee’s salary:

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For the fund:

* 6.50% on the basis of the pension payment
* 8.33% on the basis of discharge compensation

The company will deduct 6% of the employee’s salary for his or her part of the pension payment, and transfer this amount to the fund.

Deductions made by the company for the discharge compensation component will come instead of the compensations payments the employee is eligible for, on the basis of the salary from which said payments were paid, and all according to the instructions of Section 14 of the Discharge Compensation Law (1963) **(“Discharge Compensation Law”)**. It should be clear that the employee’s signature on this employment agreement is proof of his or her agreement to what is said above.

With this, the company gives up any right that it may have had for a refund from its payments, except if:

* The employee’s right for discharge compensation is taken away in a legal ruling by virtue of Section 16 or 17 of the Discharge Compensation law: or
* The employee withdrew funds from the policy or the fund, and not due to a recognized event; for this situation a “recognized event” is: death, physical disability, or retirement at age 60 or older.

1. **Expenses refund**

The employee will be entitled to a refund for expenses incurred in order to generate

income, above his/her base salary if the amount of the salary enables this and if the employee submits receipts according to law and the company regulations.

1. **Terminating contact**

Each side is permitted to end the contract with a prior written statement, according to what is legally stated in the Law of Prior Statement for Dismissal and Resignation (2001).

1. **Miscellaneous**

Other than the various payments which have been determined between the sides as detailed and written otherwise, all the payments and benefits, of any kind, that the employee will receive from the employer in this contract, will be gross and all taxes and obligatory payments will be deducted according to law.

The company will be allowed to deduct any sum that comes to it from the employee from any sum that the employee receives from the company.

This contract expresses the full contract between the employee and the company and all agreements, arrangements, presentations, letters, or understandings, verbal or in written form, that were discussed in terms of the signing of this contract, if they are not specifically detailed in this contract, they do not have any relevance.

The notification form detailing employment conditions according to the Law of Declaration to the Employee (work conditions), 2002,

**In witness thereof, the parties have signed this contract:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

     Signature of Employee                     Signature of Employer