

CONSULTING CONTRACT

This Consulting Contract is made as of _____ { (the "Effective Date"),

Between

("The Client")

And

YS Research & Development Ltd., an Israeli private company, number **514129717** with its registered address at Sarey Israel 15 ISRAEL ("**The Contractor**").

WHEREAS The client wishes to purchase consulting services from the contractor

And

WHEREAS The contractor declares he has the skills and experience necessary to provide said aforementioned services.

And

WHEREAS The parties wish to establish their relationship as detailed in this agreement.

The parties therefore declare and stipulate as follows

1. PREFACE:

- 1.1 The preface to this agreement and it's appendixes are an integral part of this agreement.
- 1.2 The sections headlines in this agreement are designed to help navigate the agreement and are not to be considered part of the agreement or used to interpret it.

2. AGREEMENT COMMENCEMENT DATE:

- 2.1 The agreement will commence on: (enter date here)

3. Contractor declarations and obligations:

- 3.1 The contractor will provide consulting services to the client as per the client's instructions only via the designated employees
- 3.2 The contractor hereby declares, that he has every right to engage the client in this agreement and neither this engagement nor its fulfillment, constitutes a breach of an obligation to any third party.
- 3.3 The consulting services will be provided to the client during the acceptable hours. The services will be provided in the client's offices and/or any other agreed upon locations.

3.4 The contractor will abide by the client's or its representative instructions and will provide the services to the best of his ability.

3.5 The services will be conducted by the designated employees only, and they will be responsible to provided them and a timely and professional manner.

3.6 The contractor will provide the client with documentation attesting to its legal tax stating as an Israeli limited company, as well as additional required tax documents such as a W8BEN

3.7 Either party may terminate this contract in writing at any time with prior notice of no less than 30 days.

The Client may, in its absolute discretion, refuse to use the services of The Consultant at any time by providing written notice to the Contractor. In these circumstances the Client may elect to:

- a) terminate the contract /by providing prior notice of no less than 30 days]; and/or
- b) allow the Contractor a period of time in which to nominate an alternative individual to perform the services, which the Client may accept or reject in its sole discretion.

Additionally, this contract may be terminated immediately by the Client (and without notice) if the Contractor or The Consultant engage in any conduct in relation to the services that the Client considers to be unlawful, dishonest, grossly negligent, harmful to the Client's interests or reputation, or fundamentally inconsistent with the obligations arising under this contract.

3.7 Let there be no doubt, that the contractor will deduct all taxes and social benefits for the designated employees form the compensations revived from the client.

4. Compensation:

4.1 Fees due by The Client are stipulated in Appendix A, annexed hereafter as an inseverable part of this contract. Ay additional terms of service such as hours, overtime, employee benefits and etc. will also be stipulated in the aforementioned annex.

4.2 The compensation will be paid by the client to the contractor within _ business days receiving an invoice from the contractor.

4.3 The client will deduct any taxes according to the tax documents(or waivers) provided by the contractor.

4.4 The contractor's books and ledgers will serve as validators to their content.

5. STATUS OF PARTIES:

5.1 There is and shall be no employee-employer relationship between The Client and the Consultant and/or any of the Contractor's employees or anyone on its behalf.

6. PLEDGE OF DISCRETION

6.1 The Contractor undertakes to keep confidential all Confidential Information belonging to the Client and will not, at any time during or after the term of this contract:

- a) disclose or permit to be disclosed to any person or entity; or
 - b) use for itself; or
 - c) use to the detriment of the Client,
- any Confidential Information except:

- d) if that information is or becomes public knowledge, other than as a result of a breach by the Contractor of any provision of this contract; or
- e) as authorized in writing by the Client; or
- f) to the extent reasonably required for the performance by the Contractor of its obligations under this Agreement.

‘Confidential Information’ means any information (in any form, whether written, electronic or otherwise):

- c) relating to the terms of this contract;
- d) belonging to the Client, and which the Client regards as confidential, including but not limited to all facts, information and other details concerning the Client's activities and working environment;
- e) disclosed by either party to this contract to the other party on the express basis that such information is confidential; or
- f) which might reasonably be expected by the Contractor or the Client to be confidential in nature,

other than any information which is in the public domain (except through a breach of the confidentiality of that information).

The Contractor herewith automatically cedes to the Client all transferable intellectual property rights to the results of this work for the Client. These rights include, but are not limited to, the exclusive right to use, publish, sell or distribute any material prepared for on behalf of the Client.

7. VALIDITY OF THIS AGREEMENT

7.1 This contract shall become valid only after it has been signed by both parties legal signatories. Any changes or updates to this agreement can be made only through a legally signed document, signed by the authorized signatories of both parties.

7.2 The addresses of both parties for the purposes of this agreement shall be those noted in the agreement header

APPLICABLE LAW AND ARBITRATION

This contract shall be governed by and construed according to the laws of the State of Israel. Any dispute arising under or in relation to this Agreement shall be resolved solely and exclusively by the competent courts of Tel-Aviv, in the State of Israel.

Signed on: _____

The Contractor: _____

The Client: _____

Appendix A

1. Fees

The designated employees of od signing of the agreement will be:

- For the services provided by the Contractor, the Client will pay

- Contractor Fee: The company contractor fee will be ____% and a one time off of _____

- The contractor will pay from the proceedings the employer costs of the extracted gross salary including pension and severance pay 6.5% and 8.33% respectively as well as any taxes withheld for the employee or payroll taxes. .

2. Payment dates

- Payment by the client for the services will be made 5 business days at most after receiving an invoice from The Contractor. As the invoice will be in Euro, it will specify the exchange rate used for calculation of costs.

- If the fees due by the Client are received after the aforementioned date, The Client will be required to pay 0.75% per month, on the monthly amount, on the number of days delayed, unless agreed otherwise.

The Contractor: _____ The Client: _____