

## **SERVICE FEE AGREEMENT**

(The "Agreement")

This Agreement is entered into on the \_\_\_ day of March, 2020 (the "Effective Date"), by and between \_\_\_\_\_ an Israeli Company No./ entrepreneur I.D. \_\_\_\_\_ (the "Company"); and Agbiopro Ltd., an Israeli Company No. **516141207** ("Agbiopro"). (Each of the above can also be referred to as a "Party" and together as "the Parties").

**Whereas**, the Company is interested in raising capital to develop technology related to the COVID19 (SARS-2) ("the Field") by filing for a grant from the Israeli Innovation Authority ("the IIA"); and

**Whereas**, Agbiopro represents that it is experienced in business development, IP management, grant filings and R&D activities in the biopharma and agri-food industry and can assist the Company with the filing for a grant from the IIA; and

**Whereas**, the Company acknowledges that it is familiar not only with the benefits but also with the limitations and regulations of the IIA and Israeli R&D law; and

**Whereas**, Agbiopro and the Company wish to enter into an independent contractor relationship whereby Agbiopro will assist the company with filing for a grant from the IIA;

**Now, therefore**, the parties hereto agree as follows:

### **1. Definitions**

- 1.1 **"Term"** shall mean the period beginning on the Effective Date and ending on April 8th, 2020. The Term may be extended for up to an additional 7 days period in case the IIA shall extend the deadline for grant submission.

### **2. Engagement of Agbiopro**

- 2.1. Agbiopro is hereby appointed by the Company to assist and promote the filing of an IIA grant application by the Company (the "Services"). Agbiopro agrees that it is not an agent of the Company and may not bind or obligate the Company in any way unless the Company explicitly authorizes it to do so in writing.
- 2.2. The Services shall include, review of documents, comments and recommendations, discussions of filing strategy, filing structure, participation in up to an hour of accumulated time of phone calls or video conferences, and advising about filing process.

- 2.3. The Company agrees that it has sole and exclusive responsibility for the accuracy of the data, future plans, liabilities and projections generated by the Company and provided or presented by the Company to The IIA.
- 2.4. The parties agree to work together in collaboration to execute the filing of a grant application to the IIA by The Company. The Company shall provide Agbiopro with the relevant information, reports, plans, legal, financial and scientific materials all as shall be required by the IIA.

### **3. Considerations**

- 3.1. The fees due to Agbiopro shall be in the sum of 1,400 NIS + VAT ("The Fees").
- 3.2. The Fees shall be paid within 7 business days from i) the date of issuing a debit note or ii) the Effective Date, the latter of the two.
- 3.3. The Fees due to Agbiopro, pursuant to the terms and conditions of this Agreement, constitute the full and complete consideration payable to Agbiopro in connection with or resulting from the filing of one grant application to the IIA under this Agreement.
- 3.4. It is agreed that Agbiopro shall not incur any costs with respect to the services provided under this agreement.

### **4. Limitation of Agreement**

- 4.1 This Agreement shall in no way be construed as being an agreement of partnership, joint venture, grant of a license nor construed in any other manner whereby the parties to this agreement shall have any claim against any separate dealings, ventures, or assets of any other Party, nor shall any Party be liable for any other Party's commitments or liabilities in any manner whatsoever.
- 4.2 Agbiopro shall have no authority to submit or accept on behalf of the Company any proposal, contract, or offer unless explicitly authorized in writing by the company. The Parties further agree that Agbiopro shall be an independent contractor of the Company and in no event shall an employer-employee or principal-agent relationship be established between the Company and Agbiopro.

### **5. Confidentiality**

- 5.1 Agbiopro shall maintain in strict confidence and shall not exploit nor utilize in any manner for Agbiopro's own use or for the use of any third party, any Confidential Information (as defined below) of the Company, which is disclosed or becomes known to Agbiopro by the Company as a consequence of the

execution or in the course of performing its' duties under this Agreement. Without limiting the foregoing, Agbiopro agrees that it will not at any time, without the expressed written permission of the Company, disclose such Confidential Information, directly or indirectly, to any third person or entity. Upon the Company's request at any time, Agbiopro will promptly return all materials on any media provided by the Company that contain any Confidential Information, and shall either send to the Company or destroy any other materials on any media in its possession containing any Confidential Information except for one copy that shall be kept solely for archival purposes in case a claim shall be made against Agbiopro.

- 5.2 **"Confidential Information"** shall mean any and all technical and non-technical information of the Company and/or the Company's affiliates, including patents, copyright, trade secrets, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company and/or the Company's affiliates. Confidential Information includes, without limitation, the Company's information concerning research, experimental work, development, design details and specifications, engineering, financial information, and sales, merchandising, and marketing plans and information. Confidential information shall not include any information that is or subsequently becomes part of the public domain. Confidential Information shall also not include any information that was known to Agbiopro prior to the date of this agreement and/or independently developed by Agbiopro as can be demonstrated by tangible evidence and/or Information that was disclosed to Agbiopro by a third party who has no Confidentiality obligation towards the Company.
- 5.3 The Company acknowledges that Agbiopro is engaged with several Companies and entrepreneurs that are working on various aspects of the Field and may also be involved with its own filings in the Field.
- 5.4 Due to the nature of the task Agbiopro cannot guarantee that the results of its' work shall be successful and the IIA grant shall be approved.
- 5.5 The parties shall be bound by the provisions of this Section 5, for the Term of this Agreement, and for a further period of three (3) years from the termination thereof.

## **6. Termination of Agreement**

Either Party may terminate this agreement immediately upon sending a written notice to the other Party. In the event of termination by the Company that was made at least 7 business days from the deadline for filing and in case Agbiopro already gave

input or participated in at least one TC or VC, Agbiopro shall be entitled to receive 50% of the Fees and if payments were already processed shall refund the Company 50% of the Fees paid. In any other cases there shall be no refund and Agbiopro shall be entitled to receive the full and complete payment.

## **7. Successors and Assigns**

The Company has contracted Agbiopro's unique commercial services hereunder, and Agbiopro may neither assign any rights under this Agreement nor assign or delegate any duties under it to another person or legal entity.

## **8. Miscellaneous**

- 8.1 Entire Agreement. This Agreement constitutes the entire understanding of the Parties. If one or more portions of this Agreement shall be found to be void or unenforceable by a court of proper jurisdiction, then only that portion(s) shall be omitted, and the remainder of this Agreement shall remain in full force and effect.
- 8.2 Modifications. No modification of this Agreement shall be valid unless in writing and signed by both parties to this agreement.
- 8.3 Governing Law and Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Israel and the competent court in Tel-Aviv - Jaffa shall have full and exclusive jurisdiction over this agreement.
- 8.4 Headings. Headings in this Agreement are for convenience only and are not entitled to any interpretive value.
- 8.5 No Third-Party Beneficiaries. None of the provisions of this Agreement are intended to benefit or to be enforceable by any third-party beneficiaries except for legal inheritance in case of death.
- 8.6 No Waivers. The failure of either party to enforce at any time, or for any period, any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of the right at any time subsequently to enforce any or all terms and conditions of this Agreement.
- 8.7 No Limitation. The Company acknowledges that Agbiopro is allowed to consult with, work with, be employed or be engaged in any way with other companies and entrepreneurs without any limitations.

(Signatures page to follow)

IN WITNESS THEREOF, the parties hereto have entered into this Agreement:

**The Company**

**Agbiopro Ltd**

**Signature**

**Signature**

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**Name and Title**

**Name and Title**

**Date**

**Date**

**Signature**

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**Name and Title**

**Date**

(AGBIOPRO SERVICE FEE AGREEMENT)