

## General Terms and Conditions for Contracting to Provide Services

Date of last update: January 2025

### 1. GENERAL

- 1.1 These General Terms and Conditions for Contracting to Provide Services is an integral part of the Agreement executed between the Parties hereto in connection with the provision of Services (as defined in the Agreement).
- 1.2 The Consultant reserves the right to modify these Terms and Conditions at any time. If Consultant modifies these Terms and Conditions, the Consultant will post the modification on its Website and/or notify the Customer of the modified Terms and Conditions.
- 1.3 These Terms and Conditions prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions:

<b>"Agreement"</b>	means any contract, quotation (or purchase order), proposal or statement of work document signed between the Consultant and the Customer;
<b>"Customer"</b>	means jointly and severally each person that signs the Agreement with the Consultant;
<b>"Deliverables"</b>	means all documents, work product, and other materials that are delivered to Customer under the Agreement or prepared by or on behalf of Consultant in the course of performing the Services (whether in hard copy or electronic format), including any items identified as such in the Agreement;
<b>"Expenses"</b>	means any reasonable out of pocket business expenses incurred and paid for in connection with the Services, including but not limited to traveling, accommodation, photocopy charges, communication expenses, courier services, translations, and any other relevant levy or expense that may be incurred in connection with the Services.
<b>"Intellectual Property Rights"</b>	means intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, and other intellectual property rights, whether registered or unregistered, together with all of the goodwill associated therewith, derivative works and all other rights;
<b>"Consultant"</b>	means the person that will undertake the Services, as specified in the Agreement;
<b>"Terms and Conditions"</b>	means these General Terms and Conditions for Contracting to Provide Services as updated and varied from time to time; and
<b>"Website"</b>	means website under the domain name <a href="https://www.md-people.com/">https://www.md-people.com/</a>

- 2.2 In these Terms and Conditions: (i) a **"Party"** means the Consultant or the Customer (as applicable) and **"Parties"** means both of them, (ii) headings are for convenience only and shall not affect its interpretation, (iii) references to a **"person"** include any individual, company, corporation, firm, partnership, association, organisation, institution, trust or agency, whether or not having a separate legal personality, (iv) words in the singular shall include the plural and vice versa as the context admits or requires, (v) any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, (vi) the word **"including"** shall, unless the context otherwise requires, mean **"including without limitation"**, and (vii) **"in writing"** includes by email, telephone, electronic data interchange or any other method of communication between the Parties which is permitted by the Consultant from time to time.

### 3. THE CUSTOMER

- 3.1 Consultant will provide the Customer with the Services, and we shall not have any responsibility toward other persons on behalf of the Customer or related to the Customer, including but not limited to shareholders, partners, directors, affiliates, etc., unless expressly agreed otherwise in writing between the Parties.
- 3.2 Consultant will assume, unless Customer instructs Consultant to the contrary, that each of Customer's directors, officers, or employees who give Consultant instructions or requests are authorized to do so and that Consultant may act on instructions given orally.

### 4. PAYMENT AND EXPENSES

- 4.1 Customer shall pay the fees and Expenses in full on a monthly basis, without any deduction or withholding, in accordance with periodic invoices Consultant presents to Customer, in accordance with the hours invested during the period covered by the invoice, unless otherwise agreed in the Agreement.

## 4.2

Unless specified otherwise in the Agreement, payment is due within 10 days of the date of issue of each invoice by the Consultant. If Customer is required by law to deduct or withhold any amount when paying an invoice, Customer will pay, at the time of such payment, to Consultant, an additional amount so as to ensure that Consultant receives a net sum equal to the amount of the invoice.

- 4.3 Fees and Expenses do not include value added tax ("VAT") and, in accordance with Israeli law, shall be added to each and any of Customer's payments, in accordance with the rate thereof on the date of payment.
- 4.4 Any fee estimations given by the Consultant are given in good faith, based on the facts provided by the Customer and the underlying assumptions. Unless agreed otherwise, fees may be higher or lower than such estimations.
- 4.5 In cases where the fee arrangement according to the Agreement is for fixed or capped fees, the agreed fees do not include Expenses or any other expenses incurred in connection with the provision of the Services, as well as VAT, and these will be added to Consultant's fees.
- 4.6 The Customer hereby undertakes to notify Consultant in writing of any objection or exception they may have, if any, regarding any invoice presented to them by Consultant no later than 10 days from receipt of any invoice.
- 4.7 After actual payment to the Consultant of fees and Expenses, an appropriate tax invoice shall be issued to the Customer only, as well as a receipt to the payor if different from the Customer.

- 4.8 The Customer does not have, and will not have, and hereby waives any right of possession, lien, set-off, pledge, or deduction (except for deductions required by law, subject to Section 4.2) with respect to any fees or amounts owed by the Customer to Consultant.

- 4.9 If fees are denominated in a currency other than NIS, all payments shall be made in the currency specified in the invoice or in NIS according to the representative exchange rate on the date of payment.

- 4.10 A basic and primary condition for the provision of the Services is the timely payment of fees and Expenses under the terms set forth herein. It is clarified that failure to fully and timely pay Consultant's fees and Expenses pursuant to the provisions hereof may result in termination and/or interruption of the Services, without derogating from Consultant's other rights and remedies under applicable law and contract and without exempting Customer from paying any existing debt in accordance with the Agreement in its entirety, insofar as it exists. For the avoidance of doubt, it is clarified that only the actual and full payment of every invoice shall be considered a payment under the Agreement.

- 4.11 Any invoiced amount, which is not paid when due, then, without derogating from any of Consultant's other rights and/or remedies under the Agreement, these Terms and Conditions and/or at law, will bear interest from the payment date until paid at the lower of (i) a rate of one percent and a half (1.5%) per month, and (ii) the maximum rate allowed by applicable law.

- 4.12 For the avoidance of doubt, the Agreement, including these Terms and Conditions, and the fee arrangement set forth therein, relates only to the Services mentioned therein, and does not include other services (whether or not they relate to or interface with the Services) or any service beyond the scope of the Services as expressly provided in the Agreement. If a service is provided for which no separate arrangement was made in advance, the customary hourly rates of Consultant at the time shall apply, but in any case shall not be lower than the fee arrangement agreed upon regarding the Services.

- 4.13 Each Agreement placed by the Customer shall be deemed to be a separate offer to purchase Services under these Terms and Conditions, which the Consultant shall be free to accept or decline at its absolute discretion.

### 5. SCOPE OF SERVICES; RESPONSIBILITIES

- 5.1 The engagement for the provision of the Services is based on the matters, documents and information provided by the Customer, including for the purpose of determining a fee arrangement and the scope of the Services. Accordingly, Consultant assumes and relies on the correctness, completeness and accuracy of all information and documents provided or to be provided by Customer.

- 5.2 The Customer's responsibility regarding the Services is to provide, as fully and comprehensively as possible, the data, facts, circumstances, and all the other information needed for the effective performance of the Services by Consultant and as will be requested by Consultant – within a reasonable time under the circumstances. The Customer shall cooperate with the Consultant in performing the Services in accordance with the Agreement, including these Terms and Conditions, and shall be responsible for the performance of its employees and representatives. Customer shall also provide such access to Customer's premises, office accommodation and other facilities as may reasonably be requested by Consultant, for the purposes of performing the Services.

- 5.3 If Consultant's performance of its obligations under the Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Consultant shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

- 5.4 The Customer shall update Consultant as soon as possible in the event of any change in connection with the information provided to Consultant, any change in circumstances, etc.

- 5.5 All Intellectual Property Rights in the Deliverables, except for any Confidential Information of the Customer shall be owned by the Consultant. Consultant grants Customer a royalty-free license to use the Deliverables solely for the purposes for which they were prepared. The Deliverables of the Services may not be transferred to any third party, published, or otherwise used for any purpose, other than the explicit purpose for which they were prepared, without Consultant's express prior written consent. The Customer undertakes to indemnify Consultant for any loss, expense, liability, or damage incurred as a result of the Deliverables being transferred or disclosed to a third party without Consultant's prior written consent.

- 5.6 The Customer shall not be entitled to receive any of Consultant's work papers, notes, internal communications, drafts, internal opinions, or any other materials created, written, studied, researched, and/or collected by Consultant.

- 5.7 For the avoidance of doubt, any outside professionals Consultant may be in contact with on the Customer's behalf, such as lawyers, economists, accountants or other advisors or agents, are not agents of, employed by, or provide services on behalf of Consultant, and Consultant will not be liable or held accountable in any way for any act or advice provided by such professionals or for the reliability of the information provided by them.

### 6. LIMITATION OF LIABILITY

- 6.1 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, REPUTATIONAL OR PUNITIVE LOSS OR DAMAGES, LOSS OF PROSPECTIVE BUSINESS, REVENUES OR PROFITS, DIMINUTION IN VALUE OR LOSS OF GOODWILL.

- 6.2 IN NO EVENT SHALL CONSULTANT'S AGGREGATED LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATED AMOUNTS PAID TO CONSULTANT PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS PERIOD PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO LIABILITY OCCURRED.

### 7. CONFLICT OF INTERESTS

- 7.1 Customer hereby acknowledges that Consultant represents many clients across various industries and domains. To be fair to all Consultant's clients (current and potential), it is hereby clarified that the engagement with Consultant is not made on an exclusive basis and that Consultant may provide services for other clients, now or in the future, which engage in business activities similar to Customer's field, including other parties that may be deemed Customer's competitors, and in matters other than those for which Consultant has been, or is engaged by Customer. Engaging with Consultant for the provision of Services constitutes agreement to the aforesaid.

### 8. PRIVACY

- 8.1 As part of your engagement with Consultant, Customer may provide Consultant with "Information" or "Personal Information" as defined by the Protection of Privacy Law, 1981 (the "Privacy Protection Law"), which will be stored in Consultant's databases. Consultant will use the Information to provide the Services, fulfill its Agreement, communicate with Customer and send notifications, offer services on behalf of Consultant, send marketing and promotional content, improve and enhance the services offered by Consultant, fulfill legal obligations imposed (to the extent applicable) on Consultant, and for any other purpose for which Customer has consented to the processing of Information. Consultant may share the information with third parties for these purposes, including with contractors or service providers on behalf of Consultant (such as translators, couriers, software companies, etc.), our professional advisors (as necessary to provide their services), and as required by law or by order of a competent authority. The Information may be transferred outside of Israel, including to countries where the level of personal data protection is different than that in Israel.

- 8.2 Customer is not legally obligated to provide the aforementioned Information. However, without providing this information, Consultant may not be able to offer you all or part of the Services. By engaging with Consultant, you consent to the collection of information as detailed in this Section 8.

- 8.3 If the Information pertains to another individual, Customer hereby declares and warrants that Customer is authorized to transfer such information to Consultant, that Customer has obtained all necessary consents required for such transfer, and that the transfer of such information will not violate any applicable law.
- 8.4 The Privacy Protection Law grants individuals the right to access their Information and to request its correction or deletion, subject to the conditions set forth in the Privacy Protection Law. If Customer wishes to exercise these rights, Customer may contact Consultant in writing as specified in the Privacy Protection Regulations (Conditions for Reviewing Information and Appeal Procedures on Denial of Review Request), 1981.
- 9. FORCE MAJEURE**
- 9.1 Neither Party shall be liable for any failure to perform, or delay in performing, any obligation under the Agreement, if the failure or delay results from any circumstance beyond its reasonable control and which it could not, by reasonable diligence, have avoided; such events may include, but are not limited to, any non-cooperation by the Company or any of its employees, managers, representatives or advisers, non-cooperation by a third party whose cooperation is needed for the performance of the Services, strikes, lockouts or labor trouble (which are not specific to such party), shortage, epidemic, pandemic, acts of any government, riot, insurrection or other hostilities, acts of terrorism, embargo, fuel or energy shortage, inability to obtain other suitable material, service or power of transportation, fire, explosion, accident, flood, earthquake, tsunami and any other acts of God, failure of computer systems to operate properly ("**Force Majeure**").
- 9.2 In the event of a Force Majeure, the affected Party shall notify the other Party, in writing, giving details of the event. The performance of the Party affected by a Force Majeure shall be suspended for as long as the Force Majeure event continues, but the Parties shall consult and will use their reasonable commercial efforts to find alternative means of accomplishing such performance. For the avoidance of doubt, promptly after such circumstances constituting Force Majeure were discontinued, the affected Party shall return to comply with all the obligations and liabilities under the Agreement that were affected by the occurrence of Force Majeure. Notwithstanding the foregoing, it is expressly agreed that the Customer's obligation to make any payment due under the Agreement shall not be excused or delayed by any event of Force Majeure.
- 10. CONFIDENTIALITY**
- 10.1 Each Party agrees to treat as confidential all proprietary information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally (collectively, the "**Confidential Information**") and agrees that it shall not (a) disclose any of such Confidential Information to any person or entity, except to such Party's employees, advisors, and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement.
- 10.2 Notwithstanding the foregoing, the receiving Party's obligations of confidentiality shall not apply to any Confidential Information that falls into one or more of the following categories: (i) it required to be disclosed in a judicial or administrative proceeding, or as required by any competent administrative body, tribunal or jurisdictional body, legally empowered to require disclosure, in any such case, to the extent possible under applicable law, after giving the disclosing Party notice of such requirement so that the disclosing Party may attempt to cease such disclosure or provide any assistance requested by the disclosing Party, and provided that the receiving Party will limit any disclosure to the minimum required under applicable law and will take reasonable measures to ensure that the information disclosed is treated as confidential; (ii) any information which was in the receiving Party's possession prior to disclosure of such information by the disclosing Party without breach of confidentiality undertaking; (iii) any information that was lawfully obtained from a third party not in breach of any of its obligations of confidentiality with respect to the Confidential Information; (iv) any information that was in the public domain at the time of disclosure or subsequently becomes part of the public domain, except by the breach of the obligations of the receiving Party hereunder, or (v) any information that is independently developed by the receiving Party without reference to and by individuals who had no access to any Confidential Information as evidenced by the receiving Party's written records.
- 10.3 Each Party shall be responsible for any breach of this Section 10 caused by any of its employees, advisors, or other representatives.
- 11. TERM; TERMINATION**
- 11.1 The Agreement shall, unless terminated earlier in accordance with this Section 11, automatically terminate once the Services have been rendered by the Consultant and all fees, Expenses and VAT have been paid by the Customer (the "**Term**").
- 11.2 Either Party may terminate the Agreement for convenience by providing the other Party with thirty (30) days prior written notice.
- 11.3 Either Party may terminate the Agreement immediately by providing written notice to other Party, if the other Party: (a) breaches the Agreement and fails to cure such breach within sixty (60) days of being notified in writing to do so, or (b)(i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 11.4 In the event of termination of the Agreement, for any reason: (i) such termination shall not derogate from any liabilities incurred or rights accrued prior to the effective date of expiration or termination, and shall not limit any Party from pursuing other available remedies under the Agreement and/or at law; (ii) the Parties shall return or destroy, any and all Confidential Information (as defined below) of the other Party and shall provide such Party with a written certification of such return or destruction.
- 11.5 The provisions of Sections 4 (Payment and Expenses), 5 (Scope of Services; Responsibilities), 6 (Limitation of Liability), 8 (Privacy), 10 (Confidentiality), 12 (Governing Law and Dispute Resolution) hereto shall survive the expiration or termination of the Agreement for any reason, together with such other provisions necessary to give effect to such provisions.
- 12. GOVERNING LAW AND DISPUTE RESOLUTION**
- 12.1 The Agreement and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Israel without reference to its choice of law rules. Any disagreement or dispute between the Parties arising under, in connection to or in relation to the Agreement or these Terms and Conditions shall be resolved exclusively in the competent court of Tel Aviv-Jaffa, and each Party hereby submits irrevocably to the exclusive jurisdiction of such court.
- 13. MISCELLANEOUS**
- 13.1 The Agreement, including these Terms and Conditions, constitutes the entire agreement between Consultant and the Customer in connection with the Services and the other subject matters hereof, and it replaces and supersedes all prior agreements and understandings between the Parties relating to the Services.
- 13.2 Any payment made by the Customer shall be deemed, by itself, as acceptance and consent to all the terms outlined in these Terms and Conditions.
- 13.3 For the sake of good order, and subject to Section 1.2 above, it is clarified that any change made to the Agreement, may be made in writing only and signed by the Parties, and that the Agreement (and any agreed change thereto) may be signed or consented to by the Parties by electronic means.
- 13.4 In the event that any provision of the Agreement, including these Terms and Conditions, is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity or unenforceability, and the remaining provisions shall remain in full force and effect.
- 13.5 No waiver of any right under the Agreement, including these Terms and Conditions, shall be effective unless in writing and signed by a duly authorized representative of the Party to be bound. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under the Agreement, including these Terms and Conditions.
- 13.6 Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the Consultant. Any purported assignment or delegation in violation of this Section 13.6 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under the Agreement, including these Terms and Conditions. Consultant may assign any of its rights or delegate any of its obligations to any affiliate or business associate from MD People without Customer's consent. The Agreement, including these Terms and Conditions, will inure to the benefit of and be binding on each of the Parties and each of their respective permitted successors and permitted assigns.
- 13.7 The Agreement does not create any obligation of a Party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.
- 13.8 Consultant may use the Customer's name and logo publicly to identify the Customer as a customer of Consultant. The Customer hereby consents to the publication of the aforementioned in promotional materials (such as newsletters, promotional emails, posts on the Website, Facebook page, Instagram or LinkedIn, etc.). It is clarified that the Services are not conditional upon the Customer's consent to such publications and that the Customer may, at any time, notify Consultant that they wish to remove such publications.
- 13.9 The Parties acknowledge that in performing their obligations hereunder, each Party is acting as an independent contractor. Nothing in the Agreement shall be construed to create a partnership, joint venture, franchise or other similar arrangement between the Parties. Neither Party has the authority to enter into any agreement, or make any warranty or representation on behalf of the other Party, except where and to the extent specifically authorized to do so in writing.
- 13.10 Any notice shall be in writing and addressed to the other Party at, in the case of the Consultant, the address or email address specified in the Agreement and in the case of the Customer at the address or email address specified in the Agreement or (if that is not applicable) at its registered address or an email address it may have used to order the Services. Such notices shall be deemed to have been delivered: (i) in the case of personal delivery, at the time of delivery; (ii) in the case of courier, at 10:00am (local time at the place where the address is located) on the next Business Day after the day of delivery; or (iii) in the case of an email, at the time the email is received in the recipient's inbox, or if the day of receipt is not a Business Day, at 10:00am (local time where the email server of the recipient is located) on the next Business Day. "**Business Day**" means a day, other than Friday or Saturday, or other day on which commercial banks in Israel are authorized or required by applicable law to close.