



Asserson Law Offices

Standard Terms and Conditions of Engagement

1. Incorporation of Standard Terms and Conditions

The following standard terms and conditions of engagement are incorporated into and made a part of the engagement letter for each matter that Asserson Law Offices (“ALO” or the “Firm”) is engaged to represent the “Client,” as defined in the engagement letter.

2. The Client’s Obligations

We will keep the Client informed of the status of all relevant matters and will send copies of correspondence, pleadings and/or other relevant documents upon request.

The Client agrees to be available to provide us with instructions, with relevant documents, access to relevant staff and with all of the information that the Client possesses relevant to the subject matter of this engagement.

The Client agrees that it will pay this Firm’s fees and expenses promptly on demand in accordance with the terms of the Firm’s Standard Terms and Conditions of Engagement.

If we are acting for the Client in connection with a contentious matter involving court proceedings or arbitration, the Client may have obligations under relevant law to preserve and to provide to other parties copies of the documents in the Client’s possession which are or might be relevant to the issues in dispute.

“Document” is very broadly defined for the purposes of this obligation and includes almost any object, including electronic devices and paper records, on which relevant information is recorded. This obligation is a continuing one and can include many documents which come into

existence only after the events which gave rise to the dispute.

We will be able to advise the Client in greater detail on its obligations regarding document retention as we develop a fuller understanding of your matter. Pending that, we recommend that the Client err on the side of caution and retain documents including where such retention involves disturbing any standard document retention/ destruction policy.

3. Attorney – Client Privilege

Correspondence and documents passing between the Client and this Firm will generally be privileged from disclosure to other parties where those documents were created for the purpose of giving the Client advice or assistance in relation to this matter. However, correspondence and documents may lose the protection of attorney-client privilege if they are disclosed to any third party.

Where the Client is a company, in order to ensure that privilege extends as widely as possible, we should agree with the Client the identity of individuals within the Client company who are authorised to give us instructions and/or receive our advice and with whom we will communicate. If the Client wishes subsequently to extend the list of authorised individuals, please let us know as soon as possible.

This is a complex and changing area of law and the above is a broad guideline and does not constitute a full and accurate explanation of the law of privilege. The Client should seek advice before corresponding with any other parties aside from the engaged lawyers in connection with a matter.

Tel Aviv

1 Azrieli Centre, Round Tower, 32nd Floor, 132 Menachem Begin, Tel Aviv, 6701 101
+972 (0)3 744 9191

London

38 Wigmore Street, London, W1U 2RU
+44 (0)203 150 1300

4. This Firm's Fees and Expenses

The Firm typically sends out invoices setting out the services provided to the Client on a monthly basis. Invoices will include an accounting of the Firm's legal services together with other reimbursable expenses, including expenses incurred in relation to the Client's matter, such as telephone, photocopying, courier, postage, travel and electronic research charges. Bills will also include the costs of barristers and any other expert whose services we employ in relation to the matter.

With respect to legal services, the Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as the experience and skill of the lawyer, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted as of 1 October each year and may, from time to time, be adjusted at other times during the year.

Reimbursable expenses will be shown on the invoice issued to the Client as a summary of expenses. While many expenses and costs are paid by the Firm and then charged to the Client, it is our practice to forward invoices for significant filing fees or disbursements to the Client for advance payment to the Firm or for direct payment to the vendor. In addition, if substantial costs are to be advanced by the Firm in connection with the matter, it is our practice to obtain a retainer from the Client to cover such costs.

By executing the engagement letter, the Client agrees that it will in any event be liable to this Firm for full payment of our bills, notwithstanding the actual quantum of any costs which another party might be ordered to pay to it.

5. Payment of invoices

Unless otherwise specifically agreed to in writing, this Firm's invoices are payable within 14 days of the invoice date, by electronic payment direct to the account specified on our invoices. Prompt and full payment for our services is vital to our ability to efficiently provide legal service to all of our clients. By executing the engagement letter, the Client agrees to these payment terms.

The time charges set out on our invoices have been reviewed before they are submitted to the Client and reflect an analysis of the time spent on the matter for the Client.

In the event that the Client does not agree with any part of our invoice, the Client agrees to pay that part which is not disputed within the time limits set out above and will inform us of the nature of the dispute within 14 days of receiving the invoice.

In the event that the dispute cannot be resolved amicably within 14 days, the Client agrees to the dispute being resolved by such person who shall be named by the President for the time being of the Law Society whose decision shall be final and binding. Both parties agree that they will use their best endeavours to ensure that the dispute is resolved as soon as practicable.

Notwithstanding the above, the Client has the right to seek an "assessment" of our bills from the Courts of England and Wales. Any application for an assessment must be made within one month of delivery of the bill.

In the event that any bill is not paid within seven days of the payment date, we will have

the right to terminate the retainer. In any event the Client accepts that we will have no obligation to continue to provide legal services to the Client in the event that it has failed to pay legal costs and expenses when due.

6. Money on Account / Retainer

We may require that sums be paid to us on account of legal costs and disbursements before any obligations are incurred on the Client's behalf. In particular, the costs of barristers and other experts can be considerable. It is our policy not to instruct barristers to attend court or to instruct other experts unless we have first received sufficient funds to cover those expenses.

We will estimate sums required on account from time to time. Monies paid to us on account of legal costs and disbursements will be held in a designated client account, with interest being credited to that account. Any sums on the account not expended pursuant to the retainer will be returned to the Client on termination of the retainer.

We may debit that client account when disbursements or legal costs have been incurred, subject to us first rendering a bill for the same.

7. Fee Sharing and Referrals

Where the Client has been referred to ALO by a third party or where ALO has entered into a fee sharing arrangement with a third party in connection with this matter, we will inform the Client of any financial interest that the third party has in the referral, the existence of any fee sharing arrangement between ALO and the third party, and any sums paid or other

consideration provided to that third party in connection with the referral.

8. Currencies

Unless otherwise agreed we will bill this Firm's fees in Sterling and all other costs and expenses in the currency in which the relevant obligation arises. In the event that the Client pays us in a currency other than the one in which a bill or relevant part of a bill is submitted, any loss to this Firm caused by a change in relevant currency rates between the due date for payment and the date of settlement of the relevant obligation will be borne by the Client. Where necessary a further bill will be submitted in relation to such losses caused by currency movements.

9. Reduction of Costs and VAT

ALO is an English law firm regulated by the Solicitors Regulation Authority (Number 549779) and having its principal correspondence address in England. In order to offer our clients competitive rates for legal services, ALO is able to provide legal work and back office services from its branch offices in Israel. You will receive invoices from the branch of ALO from which the legal services are provided. VAT will be applied as appropriate.

ALO is presently a general partnership. It might at some future date register itself as a Limited Liability Partnership (LLP). If ALO does register itself as an LLP we will inform you. By signature of this letter you consent to the terms of this agreement being novated to Asserson LLP if requested to do so.

10. Term of Engagement

Either of us may terminate the engagement at any time for any reason on providing reasonable written notice, subject on our part to the applicable rules of professional conduct.

Unless previously terminated, our representation of the Client will terminate upon our sending a final statement of services rendered for this matter. Any obligation to pay legal costs and expenses continues beyond a termination of the engagement.

11. Confidentiality and Publicity

Any information provided to us by the Client during the course of our representation will be treated as strictly confidential, except where such information is already in the public domain or where we are required to disclose it by law. However, from time to time we need to provide third parties with information about our experience as a firm. Signature of this letter will be taken as permission to mention to third parties, at our discretion, that the Client is a Client of the Firm, and to provide a brief summary of the nature of the matter in relation to which we have been engaged. Please inform us if this is not acceptable to you.

From time to time we contract with outsourced support agencies – for example, a supplier company administers on our behalf a proportion of our post, collecting, faxing and posting documents and packages to us. We will always seek a confidentiality agreement to protect Clients when we enter into these sorts of relationships.

12. Post-Engagement Matters

The Client has engaged the Firm to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations which could have an impact on the Client's future rights and liabilities. Unless the Client engages the Firm to provide additional advice on issues arising out of the matter, we have no continuing obligation to advise the Client with respect to future developments.

13. External Electronic Communication Authorisation

This Firm may send documents or other information that is covered by the attorney-Client or work product privilege using external electronic communication (via the internet or other network). The Client understands that this is not an absolutely secure method of communication. The Client's execution of the engagement letter serves to acknowledge and accept the risk and authorise the Firm to use external electronic communication means to communicate with the Client or others necessary to effectively represent the Client. If there are certain documents the Client wishes should maintain absolute confidentiality, the Client must advise the Firm in writing not to send them by external electronic communication methods and the Firm will comply with this request.

14. Future Conflicts in Unrelated Matters

The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for the Client,

even if the interests of such clients in those matters are directly adverse to the Client in a matter for which we have not been engaged to represent the Client. By executing the engagement letter the Client expressly waives any right to object to such representation or any other adverse representation by us not substantially related to our work for the Client, even if the interest of our clients in such other representation is directly adverse to the Client in a matter for which we have not been engaged to represent the Client.

We agree, however, that the Client's prospective consent to conflicting representation shall not apply unless an appropriate ethical wall is put into place in any instance where as a result of our representation of the Client we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such client of ours, could be used to the material disadvantage of the Client.

If the Client at any time in the course of a relationship with us believes that clarification or modification of this approach in relation to our representation of another client is necessary, the Client should contact us or other counsel for advice.

15. Legal Costs Insurance

In some cases, either insurance or alternative forms of funding may be available to you to cover legal costs. If you would like to further discuss your funding alternatives with us, please let us know.

Regardless of whether the Client has or obtains insurance cover, the obligation to pay

this Firm's bills will remain with the Client in accordance with the terms of this letter.

16. Disposition of Records

The Firm is not obligated to keep files or records related to a matter after the completion of that matter unless required to do so by relevant law. The Client agrees that ALO may destroy files or records thirty days after providing notice of intent to destroy them or after three years from the date the matter is concluded, whichever is earlier.

17. Identity of the Client

Our representation of the Client is limited to the Client as defined in the engagement letter and does not include and we do not assume any duties in relation to any "Affiliates" of the Client. "Affiliates" of the Client that are excluded from the meaning of Client include, but are not limited to (i) shareholders or constituent partners, members, or other stakeholders; (ii) parent, sister, brother and subsidiary companies; (iii) joint ventures, limited partnerships, general partnerships, limited liability companies or other unincorporated entities in which the Client may have an ownership interest; (iv) officers; (v) directors; (vi) employees; or (vii) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise.

If there is any inconsistency between the name included on our engagement letter and the identity of the Client, please tell us and we will make the necessary adjustments. If following signature of the engagement letter, the Client wishes to change the identity contracted with us from that set out in the engagement letter,

the Client needs to alert us and we will take the appropriate steps.

18. Interest on Client Funds

Any of the funds which we hold for the Client, for whatever reason, will be held in a client bank account separate from our Firm's funds.

We will account to the Client for interest on these funds, in accordance with the SRA Accounts Rules 2011, at the rate paid by Lloyds Bank on its standard instant access account on balances equivalent to the amount we hold for the Client, provided the amount calculated on the balance held is more than £25.

19. Bank Failure

In the event of a bank failure we will contact Financial Services Compensation Scheme (FSCS) to make a claim in respect of client funds on our Clients' behalf and it will be necessary for us to give certain client information to the FSCS in order to process the claim.

By accepting our Standard Terms, the Client consents to us providing information about their affairs to the FSCS necessary to establish such a claim.

The Client can instruct us to withhold from the FSCS information about their identity but in this case the Client will not be able to recover compensation from the FSCS through us but would have to make its own claim independently.

20. General

This agreement shall be governed by English law and will be under the jurisdiction of the courts of England and Wales.

Any changes to this agreement must be in writing and signed by the parties.

Any notices sent pursuant to this agreement may be sent by mail, fax or email to the Client at such contact details as you provide to us and, if different, to the contact details to which this letter is sent. Notices to this firm can be sent to the contact details set out on the first page of this letter. Service shall be deemed effective on the first working day after documents are sent electronically, provided that no indication is received that the transmission was unsuccessful, or 7 days after postage by first class post.

21. Complaints and dispute resolution

We anticipate that our professional relationship will be successful and problem free. However, should you have any cause for concern about the conduct of the matter that cannot be readily resolved otherwise, please bring the issue to the attention of the Senior Partner Trevor Asserson who will take appropriate steps to resolve your concern, or to require another Partner to do so.

If the Client is not satisfied with our handling of a complaint the Legal Ombudsman can be contacted at PO Box 6806, Wolverhampton WV1 9WJ to consider the complaint. Normally a complaint to the Legal Ombudsman should be brought within six months of receiving a final written response from us about the complaint.

Any and all complaints in regard to our services will in the first instance be dealt with under the complaints handling procedure described at paragraph 21 above.

If we consider that we cannot properly deal with the complaint under our complaints handling procedure, the Client agrees that the complaint and any related dispute will be referred to mediation by a sole mediator agreed between us or, in default of agreement, appointed by The Centre of Effective Dispute Resolution.

All disputes not resolved under our complaints handling procedure or the mediation referred to above shall be determined by the courts of England & Wales. We and the Client irrevocably agree to submit to the jurisdiction of the courts of England & Wales over any claim or issue arising under or in connection with the Terms and both sides waive any objection to proceedings being brought in these courts on the grounds of venue or on the grounds that such proceedings have been brought in an appropriate forum.