

THIS REFERRAL AGREEMENT (“**Agreement**”) you are reading is a legally binding agreement between Hargol Foodtech Ltd. (“**Hargol**”) and yourself. By clicking the “I agree” checkbox, you acknowledge that you have read this Agreement, understand its terms, and agree to be bound by them.

1. **Engagement; Online Portal.** This Agreement describes the terms and conditions under which Hargol may provide you Referral Fees (as defined below) in consideration for your referral to Hargol of potential customers, on a non-exclusive basis (each such customer – a “**Lead Referral**”). Details of any potential Lead Referral shall be provided by you via Hargol’s online portal (“**Hargol’s Portal**”), or as may be otherwise designated by Hargol in writing. Any use of Hargol’s Portal is subject to policies that Hargol may establish from time to time. You consent to Hargol using the contact information you provide, including your email address, to contact you from time to time in connection with this Agreement.
2. **Fees.** For each Lead Referral transaction consummated during the Term (as defined below) between Hargol and such Lead Referral, you will be entitled to receive a cash referral fee equal to 10% of any amounts actually received by Hargol from such transaction (“**Referral Fee**”). Hargol shall have the sole and complete discretion to enter into or refrain from entering into any transaction with any Lead Referral. Any such transaction shall be entered into directly between Hargol and the Lead Referral. The Referral Fee will be paid by the end of the subsequent calendar quarter after the day of actual receipt by Hargol of said amounts. Other consideration or expenses will be paid to you in connection with this Agreement. You shall be solely responsible for any taxes or charges applicable with respect to the Referral Fees paid hereunder, and Hargol shall be entitled to withhold at source any amount it is bound to withhold under applicable law.
3. **Term.** The term of this Agreement shall be for a period of 12 months as of your acceptance of this Agreement (by clicking “I agree” below) (the “**Term**”), provided that either party may terminate this Agreement at any time, for any or no reason, by giving the other party a 7 days’ prior notice. Early termination of this Agreement shall not affect your entitlement to receive Referral Fees in accordance with the terms of this Agreement except in the event of early termination due to your material breach of the terms herein.
4. **Confidentiality.** You shall (i) maintain in strict confidence, during the Term and anytime thereafter, any non-public information in connection with Hargol (and also information that became public due to any action or omission on your part) (“**Confidential Information**”), (ii) not disclose or otherwise make available any Confidential Information to others, except with the prior and written approval of Hargol, and (iii) not use the Confidential Information for any purpose other than as authorized in writing by Hargol.
5. **Relationship of the Parties.** This Agreement is a non-exclusive agreement and shall not derogate from either party’s right to enter into similar arrangements and/or agreements with third parties. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, agency or similar relationship between the parties. You shall not have the right, power or authority in any way to bind Hargol in any contract or obligation.
6. **Notices.** Notices to you may be made via Hargol’s Portal and/or e-mail. Any and all e-mail notices sent to you will constitute sufficient and effective delivery and notice to you, whether or not you access or review the notice and shall be deemed to have been delivered to you, whether actually received by you or not.
7. **General.** This Agreement constitutes the entire agreement between you and Hargol regarding its subject matter and supersedes all prior agreements, communications or understandings, whether written or oral, relating to its subject matter. The laws of the State of Israel, without regard to principles of conflict of laws and regardless of your location, will govern this Agreement and any dispute that might arise between you and Hargol. Any claim or dispute between you and Hargol that arising out of or in connection with the Agreement shall be resolved exclusively by the competent courts of Tel-Aviv, Israel, to the exclusion of any other courts.

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