

GUTS COMMUNITY TERMS AND CONDITIONS

Welcome to Harel Innovation's GUTS Community ("**Community**")!

Please read the following terms and conditions carefully before approving your membership in the GUTS Community, so that you ("**you**" or "**Member(s)**") are aware of your legal rights and obligations with respect to Harel Insurance Company Ltd. and its affiliates ("**Harel**", "**we**", "**our**" or "**us**"). The terms govern your membership in the Community, including use of any benefits defined under Section 2 below that you may receive through the Community ("**Community Benefits**").

By submitting your GUTS 'application form', you expressly acknowledge and confirm that you have read, understood and agree to comply with, and be legally bound by the terms set forth below, including any terms it incorporates by reference (the "**Agreement**").

Harel reserves the right to change or discontinue any aspect of the GUTS Community or the Community Benefits at any time and at its sole discretion. Each of the foregoing parties shall be referred to hereinafter as a "**Party**", and together as the "**Parties**".

1. Purpose, Membership in the Community

- 1.1 The purpose of the Community is to provide them with an enriching business community, valuable Community Benefits and events.
- 1.2 Membership in the Community, as well as continued membership in the Community, will be determined solely by Harel, at its sole discretion. Members' eligibility for Community Benefits may be determined by Harel's sole discretion based on their engagement with the Community.

2. Community Benefits

- 2.1 As a Member in the Community, you may be invited to conferences, lectures, events and professional workshops designated for Community Members. Additionally, Harel may provide the Members with certain Community Benefits including credits to Amazon Web Services cloud. The Community Benefits are subject to the terms of this Agreement and shall be provided in accordance with the policies and practices of Harel, at its sole discretion, as in effect from time to time.
- 2.2 Community Members may receive from Harel or anyone on its behalf including employees, advisors and representatives ("**Representatives**"), from time to time, advice, suggestions, recommendations and mentoring (collectively, "**Advice**"). The Members acknowledge that all Advice is advisory in nature and as such, the final decision as to whether or not to follow any Advice received during the Community rests solely with the Members. Therefore, the Members irrevocably waive any claims or demands against Harel and/or its Representatives in connection with the Community.

3. Representations and Warranties; Covenants

- 3.1 Each of the Parties hereto, hereby warrants that there is no legal and/or contractual impediment preventing them from entering into this Agreement or fulfilling the obligations contained herein.
- 3.2 Member grants Harel a non-exclusive license to use the name and logo of the Member in press releases, websites, and social media in connection with the participation in the Community.
The Members acknowledge that Harel may include details regarding the Community, the Member and its venture, in its marketing and advertising activity and press releases with no need for Member's prior consent, and the Member agrees to cooperate with such activities.

4. Term and Termination

- 4.1 This Agreement shall be in effect as of the Effective Date, and shall remain in effect for an initial period of twelve (12) months. The Agreement may automatically be renewed for periods of successive twelve (12) month terms, unless terminated by either party in accordance with the provisions of section 4.2 below (collectively, the "**Term**").
- 4.2 Each Party may terminate this Agreement at any time and without cause upon written notice to the other Party. Upon termination or expiration of this Agreement, Sections 4, 5, and 8 shall survive.

5. Confidentiality. Any information shared by Harel, or that a Member has been exposed to in connection with the Community which are non-public and/or proprietary, are the confidential information of Harel unless expressly stated otherwise, and shall be held by the Member in absolute confidence, and the Member shall treat such information with the same care as it would exercise in the handling of its own confidential or proprietary information, but in no event less than reasonable care.

6. Terms of Use, Privacy Policy

6.1 By participating as a member of the Community, you agree to comply with GUTS Website Terms of Use and Privacy Policy.

6.2 Once you submit an application, Harel reserves the rights to use your personal information to contact you in connection with the GUTS Community, and in connection with certain other programs or offerings. Harel may send you marketing/advertisement communications that we believe may be of interest to you. Without derogating the foregoing, Harel may use your contact information to: (i) respond to an application submission or administrative request (ii) send you updates or news regarding Harel and its services, including without limitation, regarding the GUTS Community.

7. Participation in the GUTS Program; Proof of Concept.

7.1 Member may be elected by Harel, at its sole discretion, to participate in the GUTS Program. Such participation shall be subject to the GUTS Program Terms and Conditions as will be sent to it by Harel.

7.2 The Parties may further agree to enter into a separate agreement in order to engage in a “Proof of Concept”, in which Harel may evaluate the Member’s technology and products and examine possibilities of further collaborations and business cooperation. The terms and conditions which will apply to such engagement, shall be outlined in the designated Proof of Concept Agreement.

8. Miscellaneous

Members will have no, and hereby waive any, claim or right whatsoever with respect to Harel and/or its Representatives and Harel will have no liability to any Members in connection with any omission or action taken by Harel and/or its Representatives and/or in relation to this Agreement and/or to the GUTS Community. This Agreement does not create an agency, partnership or joint venture. This Agreement shall not be assigned by any Member without the prior written consent of Harel. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of, and be binding upon the respective successors and assigns of the Parties. This Agreement shall be governed by and construed under the laws of State of Israel and the Parties hereby consent and submit to the exclusive jurisdiction of the competent courts of Tel Aviv over all matters relating to this Agreement, to the exclusion of any other jurisdiction. This Agreement and any other instrument, exhibit or schedule attached hereto, may be executed in two or more counterparts, each of which shall be deemed an original. All notices, consents, or other notifications given or made pursuant hereto shall be in writing addressed to the parties. Notices to Harel shall be sent to the address set forth below; notices to Members shall be sent to the address provided in the participation application (or as otherwise notified to Harel in writing). Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived, only with the written consent of the Parties. No delay or omission by a Party in exercising or availing itself of any right, power or privilege hereunder will preclude the later exercise of any such right, power or privilege by such Party. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating to the subject matter hereof.

Contact us: innovation@harel-ins.co.il

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