

General Terms for Service Provision Agreement

In these General Terms;

- “Services” means - the Services specified in the Order.
- “Service Provider” means - the Service Provider as defined in the Order to which these General Terms are attached (“**the Order**”)
- “Agreement” or “**This Agreement**” means - these General Terms, the Order and their attachments.
- “The Client” or “The Company” means - O.P.C. Energy Ltd. and any subsidiaries of O.P.C. Energy Ltd.
- “The Supervisor” means - a person appointed by the Client to supervise or be responsible for the Project and anyone appointed by the Client to replace him.

1. The Service Provider’s Declarations

- 1.1 It has the knowledge, the professional skills, the financial and other means and the ability to provide the Client with the Services, in full, within the times and on the dates specified in the Agreement.
- 1.2 It has examined and checked all the data relating to provision of the Services and fulfilment of its other obligations pursuant to the Agreement, and found that there is nothing in any law, agreement, ethical or other rules to prevent it from supplying the Services to the Client according to this Agreement.
- 1.3 It has all the permits, the licenses and the approvals required to provide the services, including approvals required according to Section 2 of the Public Bodies Transactions Law (Enforcement of Keeping Books etc.) 5736-1976, and including a license to serve as a “service contractor” according to the Employment of Workers by Manpower Contractors Law, 5756-1996, to the extent relevant. The Service Provider undertakes to take all necessary steps to ensure that the required permits, licenses and approvals remain in force throughout the period of the Agreement, and that it will submit them to the Client immediately on first demand.
- 1.4 It provides its workers with the working conditions required by law and/or by any applicable collective agreement, it is not withholding their wages and/or infringing their social rights pursuant to the provisions of the law and/or the collective agreement applicable to it, including (and not only) on the matter of the minimum wage cost as defined below and updated from time to time. It is clarified that if it emerges that the Service Provider is not complying with any of its workers’ rights, this shall be deemed a fundamental breach of this Agreement between the Parties.

“**Minimum Wage Cost**” – a cost that shall be no less than the total costs to the employer for all the wage components that it is legally obliged to pay. The Minimum Wage Cost is updated according to changes and updates in the workers’ wages.

Without detracting from the foregoing, in any event the Minimum Wage Cost shall be no less than the minimum cost of a work hour as published in the Regulations or Orders instituted pursuant to Section 28 (b) of the Law (hereinafter: “Work Hour Value”). This obligation shall apply from the publication date of the Work Hour Value as stated above.

2. The Arrangement

2.1 The Service Provider shall provide the Client with the Services according to the terms of the Agreement, provisions of Israeli law, and the provisions and procedures of the relevant competent bodies, and at an excellent standard. The scope of the Services provided by the Service Provider from time to time is subject to the Client's prior written approval, unless otherwise stated in the Order. Against fulfillment of all the Service Provider's obligations under this Agreement, the Client shall pay the Service Provider the consideration stated in the Agreement.

3. Reports

3.1 While this Agreement is in force, the Service Provider shall submit to the Supervisor reports (verbal, written, email or in any other way - as determined by the Supervisor) of the Services, at a frequency determined by the Supervisor from time to time. Such reports shall be prepared in the format defined by the Supervisor and shall include all the items required by the Supervisor.

4. Confirmation of Order Receipt

4.1 The Service Provider shall confirm receipt of the Client's Order within five days of receipt, by signing a copy of the Order and sending it to the Client. Signing an Order to which these General Terms are attached constitutes the Service Provider's consent to all the above General Terms.

5. The Consideration

5.1 The Consideration for the Services shall be as specified in the Order. Apart from the amounts expressly stated in the Order, the Service Provider shall not be entitled to any payment from the Client for any reason whatsoever, including for refund of expenses. It is clarified that the Client is not obliged to pay the Service Provider for any services that exceed the scope approved by the Client in writing and in advance.

5.2 The Service Provider shall submit to the client an invoice for the Consideration due to it by the 3rd of the month for Services it provided in the previous month. The Service Provider shall attach to each invoice such documents or material as required by the Supervisor. Invoices are subject to approval by the Supervisor.

5.3 The terms and conditions of the payment will be as stated in the Order.

5.4 The Client will deduct income tax and other amounts as required by law from all payments made to the Service Provider by the Client.

6. Confidentiality and Prohibition of Use

6.1 The Service Provider will maintain confidentiality and not reveal to any third party any data, knowledge or information that is provided or reaches it due to or in connection with the Agreement and/or its performance (hereinafter jointly – "**the Data**"), excluding its workers or consultants on a need to know basis only. The Service Provider is responsible for ensuring that its workers or consultants maintain the confidentiality of such Data.

6.2 The Service Provider shall not make any use, whether direct or indirect, of the Data except for the purpose and aims of providing the Services.

- 6.3 The Service Provider's obligations as stated in sub-clauses 6.1 and 6.2 above shall not apply to Data that is in the public domain on the Agreement date or that comes into the public domain thereafter but not as a result of any action or failure of the Service Provider, or if the Service Provider can prove that it was in its possession before the Agreement date or was received lawfully by it from a third party that was permitted to give it, providing that such third party did not receive it from the Client and/or is not linked to the Client and was not previously linked to the Client in a way that required it to keep the Data confidential.
- 6.4 At any time when required by the Client, the Service Provider shall give the Client any tangible material (including material saved on a computer) referring to the Data for which the Service Provider has a duty of confidentiality, as stated above. If necessary the Service Provider shall destroy any material remaining in its possession (including for example material stored on a computer and a copy given to the Client). On the Client's demand, the Service Provider shall confirm in writing that it has given to the Client or destroyed – as applicable – all such material and that such material is not in its possession or control or in the possession of any of its agents.
- 6.5 Without detracting from the provisions of sub-clause 6.4 above, the Service Provider's undertakings to maintain confidentiality and not make use of the Data shall remain in force also after termination of the Agreement (for any reason).

7. Rights and Intellectual property

- 7.1 The Service Provider declares that its provision of the Services does not and shall not breach any third party rights and/or Intellectual property and/or patents.
- 7.2 Copyright, other intellectual property rights, commercial/ industrial usage rights and all other rights regarding anything prepared by or for the Service Provider in the framework of, for the purpose of or due to the Services or the Agreement, belong and shall belong at all times and for all purposes solely to the Client, who may make use of them as an owner.

8. Termination of the Agreement

- 8.1 The Client may terminate this Agreement at any time at its sole discretion. In this case, the Service Provider will be entitled to the consideration for Services it provided until the date stated in the Notice of Termination, providing that it will not be entitled to any additional payment.
- 8.2 Each Party may terminate this Agreement immediately in the event of a breach by the other Party that is not corrected within 10 days of a written request to do so, or if a receiver or receiver and executor are appointed for the other Party, or a liquidation order or bankruptcy order is issued, or an arrangement with or in favor debtors is made for the other Party.
- 8.3 Immediately on termination of the Agreement, the Service Provider shall deliver to the Client all the documents, findings, results and any other material relating to the Services and their performance by the Service Provider, as existing when the termination of the Agreement comes into force.

9. Assignment

- 9.1 The Service Provider shall not convert, assign or transfer in any way its rights or part thereof or its obligations or part thereof pursuant to or in connection with this

Agreement, to any third party without the Client's prior written consent. Such conversion, assignment or transfer as above made without the Client's prior written consent shall be deemed a breach of the Agreement and shall be invalid.

- 9.2 The Client may assign its obligations, undertakings and rights under this Agreement to others.

10. Workers and Independent Contractor Status

- 10.1 The Service Provider shall bear sole responsibility for the provision of all rights and payments to its employees, pursuant to any law.
- 10.2 Without detracting from the foregoing, the Service Provider hereby declares that it is fully familiar with the provisions of the Hours of Work & Rest Law, 5711-1951 and the regulations deriving therefrom and that it undertakes to comply with them and assumes responsibility for any claim filed against it and/or against the Client due to failure to comply with such provisions, laws and regulations.
- 10.3 The Service Provider is providing the Services to the Client as an independent contractor for all intents and purposes. Neither the Service Provider nor any of its workers shall be an employee of the Client and no employer-employee relationship shall exist between the Client and the Service Provider or between the Client and personnel employed by the Service Provider. The Service Provider hereby confirms and agrees not to claim or raise claims in any forum or at any time that may contradict the foregoing.
- 10.4 The Service Provider agrees that if the Client is compelled by any competent body to pay to it or to personnel employed by it any amounts based on a claim that an employer-employee relationship exists between it and the Client or between the Client and such personnel, an amount equal to the amount the Client has to pay + 15% shall be deducted in advance or retroactively, at the Client's discretion, from the consideration due to the Service Provider pursuant to this Agreement, and this amount shall constitute a debt of the Service Provider to the Client. This debt may also be set off against any amount due to the Service Provider from the Client under this Agreement or any other, including the amount that the Client is obliged to pay as aforesaid. The aforesaid right of setoff does not detract from the Client's right to sue and collect the aforesaid debt amount in any possible way or manner.
- 10.5 Immediately on receipt of a demand, the Service Provider will submit confirmation from the tax authorities and/or from the National Insurance Institute that it pays to the Institute all payments required by law from the self-employed and/or required on behalf of its workers employed in providing the Services, as applicable.

11. Insurance

- 11.1 Without detracting from the responsibility of the Service Provider pursuant to this Agreement and/or the law, the Service Provider undertakes to take out the insurance required by the nature and scope of the engagement, including third party and employers' liability insurance. The Service Provider also releases the Client for any liability for any loss and/or damage that may be caused to the Service Provider's property, providing that such release shall not apply to anyone who causes damage maliciously. The types of insurance required by the Service Provider in accordance with this Agreement are specified in the Order.

12. Sub-Contractors and Contact Person

- 12.1 The Service Provider shall appoint a contact person who shall be responsible for contact with the Client regarding all the Services included in this Agreement, and shall be available at any time by mobile phone. The Service Provider shall not replace the contact person without the Client's prior written consent.
- 12.2 The Service Provider shall not replace the sub-contractors working on its behalf on provision of the Services to the Client, without the Client's prior written consent.

13. Force Majeure

- 13.1 If provision of the Services is prevented for any reason of force majeure (as defined below), the relevant party shall inform the other party as soon as possible and shall make every possible effort to remove the cause or limit its impact on the provision or receipt of the Services, as applicable.
- 13.2 The following actions or events, and only they, shall be deemed force majeure: natural disasters, strike or shutdown (full or partial) of the Client's enterprises, any fault that stops the operation of the Client's facilities.
- 13.3 Throughout the period when the Service Provider is prevented from providing the Services and the period when the Client is unable to receive the Services, for reasons of force majeure, the Client shall not pay the consideration or any other payment to the Service Provider and the Service Provider shall have no grounds for complaint and/or demand on that account.

14. Procedure for Prevention of Corruption

- 14.1 The Service Provider declares that it has transferred to its workers the anti-corruption procedure attached as **Appendix A** to this Agreement, and that his workers have read it and are familiar with it.
- 14.2 The Service Provider declares that its instructions to its workers and anyone acting on its behalf forbid them, inter alia, to operate with a conflict of interests and/or to accept or give a bribe or a favor to public officials or private individuals, or to make deals that conflict with restrictions on international trade or the laws on prevention of money laundering.
- 14.3 If the Service Provider believes that any of its agents are acting contrary to the Client's Prevention of Corruption Procedure or any provisions of the law, in a way that could adversely affect the Client, or it suspects a potential material breach of the aforesaid rules, it shall notify the Client in writing without delay.
- 14.4 If the Client has evidence of a breach of the Service Provider's representations and/or undertakings pursuant to any law and/or this Agreement, the Client has the right to terminate or not renew the arrangement with the Service Provider in connection with this Agreement by written notice. In the case of a material breach that could have an adverse effect on the Client in the framework of the Prevention of Corruption Procedure, the termination shall come into force upon receipt of the Client's said notice and in this case, the Service Provider shall compensate the Client for all damage it incurs as a result of such breach, including loss of reputation, immediately upon receipt of the Client's notice.

15. Miscellaneous

- 15.1 This Agreement covers the entire relationship between the Parties regarding its subject, and any arrangement, agreement, assurance or representation made before its execution, if made, is null and void. Any change or amendment to this Agreement must be made only in writing. A waiver by the Client of any right under this Agreement is binding only if made in writing and signed by the Client, and shall not constitute a waiver of such right in any other case.
- 15.2 Sole jurisdiction over this Agreement, its performance and interpretation, rests with the competent court in Tel-Aviv.
- 15.3 The Client may deduct and/or confiscate and/or offset against any amount due from it to the Service Provider, pursuant to this Agreement or otherwise, in order to pay itself or to ensure payment of any amount due and/or that shall become due to it from the Service Provider in connection with this Agreement or otherwise.
- 15.4 The addresses of the Parties for the purposes of this Agreement are as stated in the Order and/or in these General Terms and any notice given by one party to the other party at the above addresses shall be deemed received within 72 hours of being sent by registered mail.
- 15.5 This Agreement and all its terms shall be in force as long as the Client has an arrangement with the Service Provider and shall apply to every job order between the parties.

Appendix A

OPC Energy Ltd. - Summary of Anti-Corruption and Bribery Policy (the "Policy")

1. OPC Energy Ltd and its subsidiaries and associated companies ("OPC") is committed to compliance with laws and to the highest ethical standards in all of its business conduct, including strict compliance with the letter and spirit of the Foreign Corrupt Practices Act ("FCPA"), anti-bribery provisions of the Israeli Penal Code-1977 ("Israeli Penal Code"), the Commerce with the Enemy Order and all other applicable anti-corruption laws (together: "Anti-Corruption Laws").
2. This Summary is for convenience purposes only, if you encounter a dilemma with respect to Anti-Corruption Laws and standards, please contact OPC immediately for assistance and guidance. You must ensure that you read, understand and comply with the Policy.

You are expected to raise concerns about any issue or suspicion of breach of the Policy at the earliest possible stage. You may address your concerns to your business contact at OPC or the Head of the Legal Department. All such concerns will be investigated as further described in the Policy.
3. The Anti-Corruption Laws prohibit making payments, promises or offers of anything of value to government officials or employees (at any level), political candidates, or political party officials, to obtain or retain business or to secure an improper advantage.
4. The jurisdictional reach of the Anti-Corruption Laws can be broad and **OPC requires full compliance with the FCPA and all other applicable anti-corruption laws by all representatives and counterparties of OPC**, regardless of citizenship or work location. Violations of such laws can carry severe civil and criminal penalties for all involved.
5. OPC does not tolerate the offer or acceptance of bribes in any form, anywhere it operates. OPC's stand against corruption is part of its integrity as a business and its pride in what it does. OPC recognizes that its reputation for integrity is one of its most

valuable assets and that corruption is a threat to its business and values. Therefore, OPC has adopted a policy of zero tolerance towards bribery and corruption and prohibits corruption or bribery in any form, whether directly or through others, anywhere in the world.

The Policy reflects OPC's continued commitment to fight against corruption and its responsibility to the regions where it operates.

6. The Policy prohibits from giving anything of value to a Public Official (as defined in the Anti-Corruption Laws) either directly or indirectly, including, for example, by giving a thing of value to a Public Official to or through a Counterparty or to or through the Public Official's relatives, friends, or associates to secure an improper benefit, or to obtain or retain business. Under the Policy, "anything of value" is defined broadly and is not limited to cash – it includes travel, meals, gifts, contributions, donations, charitable and sporting events, parties, plays and concerts and other tangible or intangible benefits, such as favors and services, loans, favorable terms of business, and loan guarantees, investment or business opportunities, the use of property or equipment, or job offers.
7. Gifts and hospitality provided to a Public Official or private individual may never be provided if the purpose is to improperly influence a Public Official in the performance of his or her duties, or to reward improper performance of his or her duties. Reasonable, proportionate hospitality made in good faith in interactions with Public Officials, private individuals and entities is permitted for purposes of establishing and maintaining business relationships, but should be consistent with the business customs and practices of the place where they are offered or received.

Any items provided to Public Officials and private individuals should be limited to marketing souvenirs (notepads, cups, pens, pencils, etc.), and every effort should be made to ensure that the gift's symbolic value outweighs its monetary value.

If you are in doubt as to whether gifts and hospitality are appropriate, you should raise your concerns with local management or the Head of the Legal Department of OPC prior to giving any such gift or hospitality.

In ordinary circumstances, an approval form, obtained from OPC Head of Legal Department, must be sought prior to providing any meal, entertainment, or travel to a Public Official. The approval form must be signed by the relevant officer of OPC and the Head of the Legal Department. Entertainment of Public Officials, unless in connection with the promotion, demonstration or explanation of OPC's products or services, or in connection with the execution or performance of a contract, will not be approved.

8. The Policy prohibits an offer or promise of a bribe, even if the Public Official rejects the offer, or it fails to bring about the desired outcome. A bribe is defined as an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory, personal, or illicit advantage. You must not offer, provide, authorize, request or receive bribes or anything that could give the perception of a bribe, either directly or indirectly, to or from any Third Party. You may not perform your functions improperly, in anticipation or in consequence of any bribe.

Cash payments of any kind to a Counterparty, other than documented disbursements or other valid, approved and documented payments, are prohibited.

9. Please note, that the Policy also includes chapters on Prohibition Against Bribery in the Private Sector; Prohibition Against Receipt of Bribes; Gifts and Hospitality; Facilitation Payments and Kickbacks; Hiring decisions; Charitable Contributions; Political Activities; Lobbying; Anti-Money Laundering, Anti-Terrorism Laws and the Commerce With The Enemy Order; Reporting, Fair Treatment and Non-Retaliation; Consequences of Violation.

We strongly recommend that you read the Policy in its entirety.