

To: [Employee]  
ID No: \_\_\_\_\_

[Date]

### Employment Agreement

Dear [Employee],

We are pleased to extend you this offer of employment in \_\_\_\_\_ (the "**Company**"). This letter sets forth the terms of your employment, which, if you accept by countersigning below, will govern your employment with the Company (the "**Employment Agreement**").

#### 1. Duties, Obligations and Consents

- 1.1 Commencing on [Start Date] (the "**Commencement Date**") you shall be engaged in the position of [Job Title], and shall report to [Manager Name], [Manager Title] or other person as directed.

[The [3(non sales) or 4(sales)] -month period commencing from the Commencement Date shall be considered a probation period (the "**Probation Period**").]

You are engaged on a [full time/part time] basis. You are required to work at least [number of part time hours] hours a week. The hours of work will be coordinated between the parties.

It is hereby clarified that the Commencement Date is the date of commencement of your employment with the Company for all intents and purposes, and your entitlements under this Employment Agreement shall commence on that date, except as may be required otherwise by law.

- 1.2 You shall use your best endeavors to promote the interests of the Company. You shall devote all of your business and professional time, attention, energy, skill, learning and best efforts to the business and affairs of the Company. You shall use your best endeavors to protect the good name of the Company and shall not perform any act that may bring the Company into disrepute.
- 1.3 In the event that you discover that you have, or might have at some point in the future, any direct or indirect personal interest in any of the Company's business, or a conflict of interest with your employment duties and functions, you shall immediately inform the Company upon such discovery.
- 1.4 You shall not engage, directly or indirectly, in any business, professional or commercial occupation outside your employment with the Company, whether or not such occupation is rendered for any gain, without the prior written approval of the Company, and subject to the terms of such approval.
- 1.5 You shall not, directly or indirectly, accept any commission, rebate, discount or gratuity in cash or in kind, from any third party which has or is likely to have a business relationship with the Company.
- 1.6 You hereby represent that no provision of any law, regulation, agreement or other document prohibits you from entering into this Employment Agreement and fulfilling all its terms.
- 1.7 ,work rules ,You hereby undertake to comply with all Company disciplinary regulations as in effect from time to ,procedures and objectives ,policies time, including the applicable Prevention of Sexual Harassment Rules.

- 1.8 You are aware of the need for frequent travel outside of Israel, for short or long periods, and hereby agree to perform such travel and stay inside and outside of Israel as may be necessary to fulfill your duties hereunder.
- 1.9 You consent, of your own free will and although not required to do so under law, that the information in this Employment Agreement and any information concerning you gathered by the Company, will be held and managed by the Company or on its behalf, inter alia, on databases according to law, and that the Company shall be entitled to transfer such information to third parties, in Israel or abroad. The Company undertakes that the information will be used, and transferred for legitimate business purposes only. Without derogating from the generality of the above, such purposes may include human resources management and assessment of potential transactions, to the extent required while maintaining your right to privacy.
- 1.10 You agree that the Company may monitor your use of their Systems and copy, transfer and disclose all electronic communications and content transmitted by or stored in such Systems, in pursuit of the Company's legitimate business interests, all in accordance with the Company's policy as in force from time to time. For the purposes of this Section, the term "Systems" includes telephone, computers, computer system, internet server, electronic database and software, whether under your direct control or otherwise. You may use the Company's Systems for reasonable personal use all subject to Company's policy as in force from time to time.
- 1.11 You hereby undertake to keep the contents of this Employment Agreement confidential and not to disclose the existence or contents of this Employment Agreement to any third party without the prior written consent of the Company.
- 1.12 You hereby confirm that as of [Original Start Date with XXXXX] and until the Commencement Date you have provided the Company with services through XXXXX() Ltd (the "**Service Period**") and that a full and final settlement of account was carried out and you have received from XXXXX() Ltd all payments and entitlements due and owing to you in connection with or arising out of any period of employment with XXXXX() Ltd and the termination thereof, including without limitation the Service Period, including with respect to salary, severance pay, sick leave, annual leave, redemption of annual leave, travel expenses, car, recuperation pay, prior notice, payment in lieu of prior notice, commissions, bonuses, social contributions of all kinds, warranties, benefit plans or programs and every other payment or social benefit whatsoever.

You further confirm that you have no claim or demand of any kind whatsoever against the Company, any of its affiliates or subsidiaries, their directors, officers, employees, shareholders assigns or anyone on their behalf, connected to or arising out of the period prior to the Commencement Date, including the Service Period, and any such claim or demand, if exist, shall be addressed directly and solely to XXXXX Ltd.

## 2. **Salary and Benefits**

- 2.1 Your salary and benefits will be as detailed in **Appendix A** to this Employment Agreement, which forms an integral part hereof.
- 2.2 As you are employed hereunder in a position which requires a special degree of trust, the Hours of Work and Rest Law 1951, and any other law amending or replacing such law, does not apply to you or to your employment with the Company. You acknowledge that the consideration set for you hereunder nevertheless includes within it consideration that would otherwise have been due to you pursuant to such law.

## 3. **Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking**

Upon the signing of this Employment Agreement, you will sign a Confidentiality, Non-Competition, Non-Solicitation, and Assignment of Inventions Undertaking in the form attached hereto as **Appendix B** which constitutes an integral part hereof. Your employment compensation has been calculated to include special consideration for your commitments under Appendix B and you will not be entitled to any further consideration for such commitments, expressly including no entitlement to royalties for any Service Inventions as defined in Section 132 of the Patent Law, 1967 (the "**Patent Law**"). This clause constitutes an express waiver of any rights you may have under Section 134 of the Patent Law.

#### 4. **Termination of Employment**

- 4.1 Your employment shall commence as of the Commencement Date and shall continue for an un-fixed term, unless terminated in accordance with the terms of this Employment Agreement.
- 4.2 Termination of this Employment Agreement shall be by either party giving at least a month of prior written notice to the other party ("**Prior Notice**"). During the Prior Notice period you should attend work, continue to perform your position within the Company and train your successor unless the Company decides otherwise.
- 4.3 Notwithstanding Section 4.2 above, the Company may, in its sole discretion:
- Terminate your employment without Prior Notice in whole or in part, by giving you notice together with payment in lieu of all or part of the Prior Notice, as the case may be, according to law. Your employment shall be deemed to have ceased on the date of the receipt of the notice from the Company; and/or
  - Instruct you not to attend work during the Prior Notice period or any part of it.
- 4.4 Notwithstanding the above, the Company shall be entitled to terminate this Employment Agreement forthwith, without Prior Notice or payment in lieu of notice, where any of the following apply: (i) you have committed a fundamental breach of this Employment Agreement, including any breach of your covenants in Appendix B or Sections 1 or 3 above; (ii) you have breached your fiduciary duty to the Company; and/or (iii) you have performed any act that entitles the Company legally to dismiss you without paying you severance pay, in whole or in part, in connection with such dismissal.
- 4.5 Upon termination of this Employment Agreement or at such other time as directed by the Company, you shall immediately return to the Company each and every asset (including documents and information) in your possession or control which belongs, or has been entrusted, to the Company.

#### 5. **General**

- 5.1 All of the payments and benefits provided to you under this Employment Agreement are gross amounts and shall be subject to the withholding of all applicable taxes and deductions required by any applicable law.
- 5.2 The Company shall be entitled to set-off any amount owed to the Company by you from any source whatsoever from any amount owed by the Company to you from any source whatsoever.
- 5.3 This Employment Agreement is personal, and the terms and conditions of your employment shall be solely as set forth herein. You shall not be entitled to any payment, right or benefit which is not expressly mentioned in this Employment Agreement, including, without limitation, any payments, rights or benefits of any current or future general or special collective labor agreements or arrangements or extension orders, any custom or practice, and/or any other agreements between the Company and its employees.
- 5.4 This Employment Agreement, after confirmed by you, shall contain the entire understanding between the Company and yourself with respect to your employment by the Company and all

prior negotiations, agreements, offer letters, commitments and understandings (whether written or oral) not expressly contained herein shall be null and void in their entirety. This Employment Agreement may only be amended in writing and signed by the Company.

- 5.5 This Employment Agreement and your employment by the Company shall be governed by and construed in accordance with the laws of Israel.
- 5.6 A form regarding Notification of Employment Conditions pursuant to the Notice to the Employee Law (Employment Conditions) 2002 (the "**Notification**"), is attached hereto, as **Appendix C**. By signing below, you hereby acknowledge receipt of the Notification.

**PLEASE READ THIS EMPLOYMENT AGREEMENT CAREFULLY AND RETURN IT SIGNED TO THE COMPANY.**

Yours sincerely,

By: \_\_\_\_\_  
[Name]  
[Title]  
[Date]

**CONFIRMATION**

I hereby confirm that I have read the above Employment Agreement, I understand it and agree with its contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix A

### Salary and Benefits

#### 1. Salary

1.1 The Company shall pay you a gross monthly base salary of NIS \_\_\_\_\_ (the "**Base Salary**"), which represents NIS \_\_\_\_\_ annually.

1.2 Without derogating from the above said in Section 2.2 of the Employment Agreement, it is hereby clarified that the base salary is composed of two components: (i) 70% of the base salary is your gross monthly salary and (ii) 30% of the base salary is a "Global Overtime Compensation" which represents payment for average overtime hours per month the Company estimates your position requires.

OR

Should you be required by your Direct Manager to work overtime hours, as such term is defined under law, you shall be entitled to overtime payment in accordance with the law. All overtime must be approved in advance by your manager.

All salary-based social benefits will be calculated based on the Base Salary except if detailed otherwise in this Employment Agreement.

1.3 The Base Salary for each month shall be payable in arrears within nine (9) calendar days of the first day of the following calendar month.

#### 2. Variable Pay

2.1 Not applicable

OR

#### **Bonus**

You will be eligible to participate in a discretionary bonus scheme, in accordance with Company policy as may be in force from time to time (the "**Bonus Scheme**"). According to this Bonus Scheme, you may be entitled to an annual Target Bonus targeted at [Target Bonus %] of your Base Salary, subject to personal and company achievement of targets set by the Company. The personal targets will be assigned to you on an annual basis. For the avoidance of any doubt, any bonus is subject to the Company achieving its financial targets. The Company reserves the right to change the Bonus Scheme at any time and for any reason.

Your bonus on account of your first year of employment (if any) will be pro-rated to reflect the portion of the fiscal year for which you were actively employed, unless your employment commences less than three months prior to the end of the fiscal year, in which case you shall not be entitled to a bonus payment for that year. To be eligible to receive bonus payments, you must be actively employed by the Company when bonus payments are made [and not serving any Prior Notice, whether given by you or the Company]. Bonus payments are made usually in the first quarter of the following fiscal year.

To avoid any doubt, where your employment is terminated for Cause, you will not be entitled to any bonus.

OR

## **Commission**

You are eligible to earn an on-target gross annual commission of [NIS Target Commission Amount], based on and subject to the Company's Commission Plan, as may be amended from time to time, and your achieving individual targets, which shall be provided to you and reviewed on an annual basis.

Commission payments will be made in accordance with the Company's policy as may be in force from time to time, against achievement of quota and bonus objectives.

An advance of the Commission may be drawn by you, in accordance with the *Draw Advance and Commissions Recovery Policy* as in force from time to time.

## **2.2 General Terms**

Where any variable pay (bonus or commission) is paid to you hereunder (the "**Variable Pay**"), being a conditional payment, it shall not constitute a salary component for any purpose, including for the purpose of calculating any severance payment to which you may be entitled according to any law or agreement nor shall it be subject to any fringe benefits and/or social contributions of any kind. Notwithstanding the above, the Company shall calculate the contributions to your pension arrangement shall be made on the basis of the variable pay as well.

The interpretation of the terms and conditions set out in the Bonus Scheme and/or the Commission Plan, and the calculation of any bonus or commission, shall be made by the Company at its sole discretion.

## **3. Vacation**

3.1 .You shall be entitled to annual vacation as provided by law

3.2 The accrual of vacation days shall be in accordance with the Company's policy as in effect from time to time. Currently, according to the Company's policy, vacation days may be carried forward from one calendar year to the next to the extent permitted by law, provided that you use at least 7 vacation days each year. You may carry over up to 10 vacation days each year. Any vacation days carried over must be taken within the first 6 months of the new vacation year. Any amounts exceeding such limit, shall be cancelled by the Company and, for the avoidance of doubt, shall not be paid out on termination.

## **4. Sick Leave**

You shall be entitled to sick leave according to law. Notwithstanding the aforesaid, you will be entitled to your full Salary from the first day of your sick leave. You shall not be entitled to any compensation with respect to unused sick leave.

## **5. Recuperation Pay**

You shall be paid recuperation pay as required by law.

## **6. Travel Expenses**

The Company shall pay you travel expenses according to law. Should you become eligible to participate in the car leasing program, this benefit shall replace your entitlement to travel expenses according to law.

OR

### **Car Leasing Program**

- 6.1 The Company shall provide you with a Company car (the "**Company Car**") determined by the Company at its sole discretion, with all maintenance and usage expenses paid by the Company subject to Company's policy and with you to bear any and all liability and costs in relation to traffic, parking and other fines and any damage or other costs not covered by the Car insurance policy, including self participation fee. You shall bear all taxes associated with this car benefit under any applicable law.
- 6.2. You shall take good care of the Company Car and undertake not to allow others to use the except for members of your immediate family and employees of the Company ,Company Car approved by the Company. You shall act in accordance with applicable law, the Company Car policy and any insurance policy applicable to the Company Car , all as in effect from time to time.
- 6.3 You shall return the Company Car, and any keys thereto, to the Company upon termination of your employment or at any other time as directed. You shall have no rights of lien with respect to the Company Car.
- 6.4 The receipt of this car benefit is in place of any travel expenses to which you would otherwise be entitled at law.

### **7. Severance Pay and Pension Arrangement**

- 7.1 Following the completion of the Probation Period, Managers' Insurance Policy (the "**Policy**") contributions will be made by the Company on a monthly basis as follows [retroactively as of the Commencement date, insofar as it is at the same taxation year]: the Company will pay 8.33% of the Salary and of the monthly Variable Pay to the severance pay component of the Policy and 5% to the savings and risk component. The Company shall deduct 5% of the Salary and the monthly Variable Pay to be paid on your account towards the Policy. The Company shall also make provision for the loss of earning capacity component at the lower of, 2.5% of the Salary and the monthly Variable Pay or a rate which is required to insure 75% of the Salary and the monthly Variable Pay.
- 7.2 It is hereby agreed that the settlement regulated in the General Order as amended (attached as **Appendix D**) published under section 14 of the Severance Pay Law 1963 applies. The Company's contributions to the Policy will therefore constitute your entire entitlement to severance pay in respect of the paid Salary, in place of any severance pay to which you otherwise may have become entitled at law.  
  
The Company waives all rights to have its payments refunded, unless your right to severance pay is denied by a judgment according to sections 16 or 17 of the Severance Pay Law or in the event that you withdraw monies from the Policy in circumstances other than an Entitling Event, where an "Entitling Event" means death, disablement or retirement at the age of 60 or over.
- 7.3 As customary in the Company, being insured by Policy is the default pension arrangement. However, in accordance with law, you are entitled to request in writing, from time to time, to be insured in an alternative pension arrangement rather than the Policy ("**Alternative Pension Arrangement**"), and the Company will approve your request provided that the following conditions will be met: (i) the basis for the entire contributions will be the Salary (and not higher or lesser than it); (ii) any such contributions will be in accordance to the terms of the Order and will not infringe its application on the entire Salary; (iii) compliance with applicable law; (iv) your signature of a proper request form prepared by the Company in that regard; (v) the Company's costs not exceeding the contribution rates detailed in Sections 6.1, and (vi) the Alternative Pension Arrangement will not impose additional

obligations on the Company. Nothing in this clause will derogates from the Company's entitlements under law in this regard.

8. **Further Education Fund Contributions**

The Company shall make monthly Further Education Fund contributions as follows: 7.5% of Salary paid by the Company on its account and 2.5% of Salary to be deducted by the Company from such Salary to be paid on your account, in each case up to the ceiling recognized by the income tax authorities from time to time, but not otherwise. You shall bear any and all taxes applicable in connection with amounts payable by you and/or Company to the said Further Education Fund.

9. **Cell Phone**

The Company shall provide you with a cell phone for your use in order to perform your obligations under this Employment Agreement. The Company shall pay the monthly charges for the cell phone, according to its policy, as in effect from time to time. You shall bear all taxes applicable to you in connection with the said cell phone. The Company reserves the right to pass on to you charges for personal use deemed excessive, at the Company's sole discretion. Immediately upon termination of your employment with the Company for any reason, or earlier upon receipt of a written request by the Company, you shall return possession the cell phone to the Company.



## **Appendix B**

In consideration of my employment by Gartner Israel Advisory Ltd. (the "Company"), and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, I (the "Employee") hereby acknowledge, agree, and undertake in favor of the Company, and all of its direct and indirect affiliates (collectively, the "Group") to the following terms and conditions:

**1. Non-Disclosure.** (a) The Employee acknowledges that the Group's assets include many items, such as (but not limited to): (i) financial information, (ii) products, (iii) product and service costs, prices, profits and sales, (iv) new business ideas, (v) business strategies, (vi) product and service plans, (vii) marketing plans and studies, (viii) forecasts, (ix) computer programs, (x) data bases (and the documentation and information contained therein), (xi) computer access codes and similar information, (xii) software ideas, (xiii) know-how, technologies, concepts and designs, (xiv) research projects and all information connected with research and development efforts, (xv) records, (xvi) business relationships, methods and recommendations, (xvii) client lists (including identities of clients and prospective clients, identities of individual contacts at business entities which are clients or prospective clients, client spending, preferences, businesses or habits), (xviii) subscription or consultant termination dates, (xix) personnel files, (xx) competitive analyses, and (xxi) any document marked confidential or any document that the Employee has been told is confidential. The Employee further acknowledges that all information related to the operation of the Groups' business, including, without limitation, knowledge of the Groups' assets referenced above and other tangible or intangible assets and other information obtained by the Employee in the course of employment (collectively, the "Group Property") (i) are confidential and trade secrets of the Group (collectively, the "Confidential Information"), (ii) shall remain the property and trade secrets of the Group, and (iii) may be subject to trademark, copyright or similar protections. The Employee acknowledges that any disclosure, whether direct or indirect, of the Confidential Information, even inadvertent disclosure, would cause irreparable and material damage to the Group.

(b) While the Employee is employed by the Company (the "Employment") and after termination of the Employment, without limitation in time, the Employee agrees (i) not to use or disclose the Confidential Information, other than solely in the furtherance of the Group's business, (ii) to take all lawful measures to prevent the unauthorized use or disclosure of the Confidential Information to any third party, (iii) to take all lawful measures to prevent unauthorized persons or entities from obtaining or using the Confidential Information, and (iv) not to take any actions which would constitute or facilitate the unauthorized use or disclosure of the Confidential Information. The term "unauthorized" shall mean (i) in contravention of any written policies or procedures of the Group; (ii) otherwise inconsistent with the Group's measures to protect its interests in its Confidential Information; (iii) in contravention of any lawful instruction or directive, either written or oral, of an employee of the Group empowered to issue such instruction or directive; (iv) in contravention of any duty existing under law or contract.

(c) The Employee acknowledges that all of the items comprising the Confidential Information are confidential, whether or not the Group specifically labels such information as confidential or internally restricts access to such information. The Employee also acknowledges that the Group may have separate policies in effect from time-to-time regarding the protection of its trade secrets. The Employee agrees to abide by these policies.

(d) During the course of Employment, the Employee acknowledges that he/she may work with increasingly sensitive or valuable information. In these cases, even more specific understandings regarding Confidential Information may be required. These understandings would supplement, rather than replace, the terms of employment stated herein.

(e) The obligations contained in this section shall cease to apply to any information or knowledge which may subsequently come into the public domain after the termination of the Employment, other than by way of unauthorized disclosure.

(f) The Employee shall not make or communicate any statement (whether written or oral) to any representative of the press, television, radio or other media and shall not write any article for the press or otherwise for publication on any matter connected with or relating to the business of the Group without obtaining the prior written approval of the Company.

**2. Confidentiality of Materials of Others.** If the Employee is a party to employment or other agreements or possesses trade secrets, proprietary, confidential or other information of another entity which could restrict the Company's ability to use the Employee's talents to the fullest extent anticipated or which could compromise the rights of others, the Employee must disclose that fact to the Company in advance of the commencement of any Employment. The non-disclosure of any of the foregoing shall subject the Employee, at the option of the Company, to reassignment to another position with the Company or even termination of the Employment. The Employee agrees to hold harmless the Group from any damages or liability resulting from such restrictions. The Company agrees that it will endeavor not to compromise knowingly such other entity's lawfully protected confidential information.

**3. Protection of Group's Property.** The Company requires the assistance of the Employee in the protection of the Groups' Property, because the loss or impairment of the Groups' Property would materially damage the Group and its shareholders, clients and employees. The Employee agrees that all plans, information or work product which the Employee develops or is involved in developing during the Employment shall belong to, and be the sole property of, the Group. The Employee agrees to disclose to the Company promptly and fully any such plans, information or work product. The Employee agrees that under no circumstances will he/she remove from the Company's offices any books, records, documents or any information which can be stored in or retrieved from a computer, or any other of Group Property, other than for the specific purpose of performance of the Employee's job with the Company. Additionally, the Employee agrees to deliver to the Company all of the Group Property and confidential materials within the Employee's possession or control, including any handwritten notes or other written material which relate to Confidential Information (i) upon the termination of the Employment, and (ii) at any other time requested by the Company. The Employee shall acknowledge in writing the return of all such materials, when requested to do so by the Company.

**4. Copyright, Inventions and Patents.** (a) All records, documents, papers (including copies and summaries thereof) and other copyright protected works made or acquired by the Employee in the course of Employment shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Group.

(b) The Employee hereby irrevocable and unconditionally waives all rights granted by Chapter IV of Part I of the Copyright, Designs and Patents Act of , or under any other corresponding national applicable law, that vest in the Employee (whether before, on or after the date hereof) in connection with the Employee's authorship of any copyright works in the course of Employment, wherever in the world enforceable, including, without limitation, the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment.

(c) The Company and the Employee acknowledge and accept the relevant provisions of the Patents Act of 1977 (the "Act"), and of any other relevant corresponding national law that governs questions of employee ownership of inventions made in the employer-employee relationship and/or the compensation of employees for inventions, including without limitation, Sections 39 to 42 of the Act and Sections 131-139 of the Israeli Patent Law – 1967 (the "Israeli Patent Law").

(d) Any invention, development, process, plan, design, formula, specification, program or other matter or work whatsoever (collectively, the "Inventions") made, developed or discovered by the Employee, either alone or in concert, during the Employment shall forthwith be disclosed to the Company and subject to Section 39 of the Act and any applicable law as aforesaid, under Section 4(c) above, shall belong to and be the absolute property of the Company.

(e) With respect to those rights in the Inventions which do not belong to the Company pursuant to Clause 3.5 (collectively, the "Employee Rights"), the Employee at the request and cost of the Company (and notwithstanding the termination of Employment) shall forthwith assign and does hereby assign (as determined by the Company) to the Company the Employee Rights and shall deliver to the Company all documents and other materials relating to the Inventions. Without derogating from the foregoing, the Employee herewith expressly waives, now and in the future, any rights or any compensation or reward in connection with the Employee Rights, including, without limitation, any right for royalties in "service inventions", as this term is defined in the Israeli Patent Law, that the Employee may have. The foregoing constitutes an express waiver by the Employee of any right that he/she may have in any "service inventions" in accordance to Section 134 of the Israeli Patent Law.

(f) The Employee shall at the request and cost of the Company (and notwithstanding the termination of the Employment) sign and execute all such documents and do all such acts as the Company may reasonably require:

- (i) to apply for and obtain in the sole name of the Company (unless the Company otherwise directs) patent, registered design or other protection of any nature whatsoever in respect of the Inventions in any country throughout the world and when so obtained or vested, to renew and maintain the same;
- (ii) to resist any objection or opposition to obtaining, and any petitions or applications for revocation of any such patent, registered design or other protection; and
- (iii) to bring any proceedings for infringement of any such patent, registered design or other protection.

(h) The Group shall decide, in its sole discretion, whenever to apply for patent, registered design or other protection in respect of the Inventions and reserves the right to work any of the Inventions as a secret process in which event the Employee shall observe the obligations relating to Confidential Information which are contained in this Agreement.

**5. Garden Leave.** The Employee acknowledges and agrees, that the Company has the right to suspend all or any of the Employee's duties and powers during any period after notice of termination of the Employment has been given by the Company or the Employee and on such terms as it considers appropriate, including a requirement that the Employee will not attend at the Company's premises or contact any of its customers, suppliers or staff or perform services for any third party, whether paid or unpaid. The Company may during the whole or any part of such period of notice require the Employee to perform duties (including any modified duties) at such locations as the Company may reasonably require. Throughout any such period of suspension the Employee's salary and other benefits to which he is entitled under his/her contract of employment shall continue to be paid or provided by the Company. At any time during such period the Employee will, at the request of the Company, immediately resign, without claim for compensation, his/her office as a director of the Company and any directorship or other office held by him/her in any other member of the Group.

**6. Non-Competition.** (a) During the Employment, without the prior written consent of the Company, the Employee agrees not to engage or participate in any manner in any business undertaking, except for passive investments in publicly traded companies, provided that the Employee's ownership of equity securities in any such company does not exceed 5% of such company's issued and outstanding equity securities and

further provided that such ownership complies with the Group's Insider Trading Policy, Code of Conduct and Conflict of Interest Policy as the same are in effect from time-to-time.

(b) The Employee agrees that he/she will not, for a period of twelve months following the date of termination of the Employment (the "Termination Date"), for any reason, be concerned directly or indirectly in any business or activity whether as a consultant, analyst, sales person, independent contractor, independent business venturer, partner, director, member, secondee, employee or otherwise, which competes or is likely to compete with any business or activity in which the Employee was actively involved during the twelve months prior to the Termination Date (the "Relevant Period") and which is carried on by the Group at the Termination Date. This restriction will apply in respect of those areas of any country in which the Employee was actively involved in the Group's business or business activities during the Relevant Period. For the avoidance of doubt, active involvement will include the provision of products or services to clients regardless of where the Employee is based.

(c) The Employee agrees that for a period of six months following the Termination Date, the Employee will not, directly or indirectly on his or her own account or on behalf of or in conjunction with any person, in respect of any products or services similar to those being developed, marketed or sold by the Group at the Termination Date, and with which products or services the Employee was actively involved in the course of the Employment during the Relevant Period, either deal with or canvass or solicit business or custom from any client or any particular office of any client of the Group with which client or office the Employee dealt and/or had influence over during the Relevant Period, or deal with or canvass or solicit business from any entity or individual to whom the Employee submitted proposals for specific products or services on the part of the Group during the Relevant Period.

(d) The Employee agrees that for a period of 6 months immediately following the Termination Date, the Employee will not, directly or indirectly, whether on his own account or in conjunction with or on behalf of any other person, company, business entity or other organization whatsoever:

- (i) induce, solicit, entice or procure, or attempt to induce, solicit, entice or procure, any employee of the Group to whom this subclause applies to leave such employment (whether or not this would be a breach of contract by the employee), or
- (ii) accept into employment or otherwise engage or use the services of any employee of the Group to whom this subclause applies.

This Clause (d) shall only apply to an employee of the Group with whom the Employee had material dealings during the Relevant Period and who is employed wholly or mainly in a managerial or sales capacity or in a capacity where the employee had substantial access to Confidential Information.

(e) If the Company exercises its right to suspend the Employee's duties and powers during any period after notice of termination of the Employment has been given by the Company or the Employee, the period of time for which the covenant in clause (b) above applies after the termination of Employment shall be reduced by the duration of that period of suspension.

**7. Policies of the Group.** The Employee acknowledges that in addition to the policies referenced in this Agreement, the Group has stated policies regarding various aspects of its business operations and expected employee conduct. The Group updates these policies from time-to-time as it deems appropriate and maintains the same on the public network server so that all employees have access to these policies. The policies are currently maintained on Server "C". The Employee agrees to abide by the terms of these policies as the same are in effect from time-to-time and acknowledges that failure to comply with such policies can result in disciplinary action, including, without limitation, termination of employment.

**8. Remedies.** (a) The Employee agrees that damages are an inadequate remedy to the Group for any breach of the terms and conditions set forth in this Agreement and that in the event of a breach or threatened breach of this Agreement, the Group may, with or without pursuing any remedy for damages, immediately apply to the court to obtain and enforce an injunction prohibiting the Employee from violating any of the terms of this Agreement.

(b) The rights and remedies set forth herein are not exclusive and shall be in addition to any other right and remedy available to the Group or to which it is entitled at law or in equity.

**9. Severability.** If any provision or clause of this Agreement, or any portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, the remainder of such provision and of the Agreement shall not be affected thereby and shall be given full effect, without regard to the invalid provision.

**10. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter set forth herein and supersedes any prior agreements between the parties with respect thereto. The Employee is not relying upon any statement or representation made which is not embodied in this Agreement.

**11. Advice.** The Employee acknowledges that (i) the Employee has been given the opportunity to consult with legal counsel for the purposes of reviewing this Agreement; and (ii) the Employee understands the meaning and legal effect of this Agreement.

**12. Governing Law.** This Agreement and the rights of the parties shall be governed by and construed in accordance with the laws of Israel. Each of the parties submits in advance to the exclusive jurisdiction of the courts of Israel. As witness the hands of a duly authorized officer of the Company and of the Employee the day and year first before written.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

The Company hereby agrees to and accepts the assignment of all Employees Rights as set out above.

\_\_\_\_\_  
Company.  
By:  
Title:

\_\_\_\_\_  
Date

**Appendix C****Notification of Employment Conditions**

1. Name of Employer:  
Address:  
  
Name of Employee: \_\_\_\_\_  
I.D. No.: \_\_\_\_\_  
Address: \_\_\_\_\_
2. Employment Commencement Date: \_\_\_\_\_  
Period of Contract from \_\_\_\_\_ until \_\_\_\_\_ / unlimited as to period.
3. Main duties of the employee include:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
4. Name of direct superior of employee or title of direct superior of employee:  
\_\_\_\_\_.
5. The salary is paid on the basis of: **monthly salary**
6. The employee's salary is determined according to a rank of \_\_ and at level \_

If the employee's salary is not determined by a rank set by a collective agreement – the aggregate of all fixed payments paid to the employee as salary (gross) in accordance with the salary basis, is NIS \_\_\_\_\_ per month, (NIS \_\_\_\_\_ annually).

The breakdown of the total amount of payments paid to the employee as work salary is as follows:

Fixed payments		Non – fixed payments	
Type of payment	Due date of payment	Type of payment	Due date of payment
<b>Monthly Base Salary</b>	Within 9 calendar days of the first day of the following calendar month	<b>Bonus/Commission</b>	<b>Monthly/Annually</b>
<b>Monthly Travel Expenses</b>	Within 9 calendar days of the first day of the following calendar month		

7. The length of an ordinary working - day of the employee is - **[8.6 hours][not relevant][part time – as coordinated with management]/** the length of an ordinary working week of the employee is **[43 hours][ not relevant][ part time – as coordinated with management].**
8. The employee's weekly rest day is Saturday

9. The employee is entitled to the following payments for social benefits:

Type of payment	Name of institution and the plan to which payment is made	% of deduction on behalf of the employee	% of deduction on behalf of the employer	Date of first payment
Pension	Managers' Insurance Policy	5%	13.33%	[Following the Commencement date of employment]Following the Probation Period
Insurances	-	-	-	
Savings (education fund and others)		2.5%	7.5%	
Other: Loss of earning capacity		-	Up to 2.5%	[Following the Commencement date of employment][Following the Probation Period]

10. If the employer, or the employers' organization of which the employer is a member, is/are a party to a collective agreement which sets out the employee's terms of employment – the name of the employees' organization, which is a party to the abovementioned collective agreement, is: **not relevant**.  
and its address is **not relevant**.

This statement is not an employment agreement, but a notification by the employer of the employee's main terms of employment; this statement shall not subtract from any of the rights to which the employee is entitled according to law, extension order, collective agreement or employment agreement.

Date: \_\_\_\_\_ Signature of employer: \_\_\_\_\_

**Appendix D**  
**General Order and Confirmation Regarding Payments of Employers to Pension Funds and Insurance Funds instead of Severance Pay**

Pursuant to the power granted to me under section 14 of the Severance Pay Law 5723-1963 (“**Law**”) I hereby confirm that payments paid by an employer, commencing the date hereof, to an employee’s comprehensive pension fund into a provident fund which is not an insurance fund, as defined in the Income Tax Regulations (Registration and Management Rules of a Provident Fund) 5724-1964 (“**Pension Fund**”), or to a Manager’s Insurance Fund that includes the possibility of an allowance or a combination of payments to an Allowance Plan and to a plan which is not an Allowance Plan in an Insurance Fund (“**Insurance Fund**”), including payments which the employer paid by combination of payments to a Pension Fund and to an Insurance Fund whether there exists a possibility in the Insurance Fund to an allowance plan (“**Employer Payments**”), will replace the severance pay that the employee is entitled to for the salary and period of which the payments were paid (“**Exempt Wages**”) if the following conditions are satisfied:

- (1) Employer Payments –
  - (A) for Pension Funds are not less than 14.33 % of the Exempt Wages or 12% of the Exempt Wages, if the employer pays for his employee an additional payment on behalf of the severance pay completion for a providence fund or Insurance Fund at the rate of 2.33% of the Exempt Wages. If an employer does not pay the additional 2.33% on top of the 12%, then the payment will constitute only 72% of the Severance Pay.
  - (B) to the Insurance Fund are not less than one of the following:
    - (1) 13.33% of the Exempt Wages if the employer pays the employee additional payments to insure his monthly income in case of work disability, in a plan approved by the Supervisor of the Capital Market, Insurance and Savings in the Finance Ministry, at the lower of, a rate required to insure 75% of the Exempt Wages or 2.5% of the Exempt Wages (“**Disability Payment**”).
    - (2) 11% of the Exempt Wages if the employer pays an additional Disability Payment and in this case the Employer Payments will constitute only 72% of the employee’s severance pay; if, in addition to the abovementioned sum, the employer pays 2.33% of the Exempt Wages for the purpose of Severance Pay completion to providence fund or Insurance Funds, the Employer Payments will constitute 100% of the severance pay.
- (2) A written agreement must be made between the employer and employee no later than 3 months after the commencement of the Employer Payments that include –
  - (A) the agreement of the employee to the arrangement pursuant to this confirmation which details the Employer Payments and the name of the Pension Fund or Insurance Fund; this agreement must include a copy of this confirmation;
  - (B) an advanced waiver of the employer for any right that he could have to have his payments refunded unless the employee’s right to severance pay is denied by judgment according to sections 16 or 17 of the Law, and in case the employee withdrew monies from the Pension Fund or Insurance Fund not for an Entitling Event; for this matter, Entitling Event or purpose means death, disablement or retirement at the age of 60 or over.
- (3) This confirmation does not derogate from the employee’s entitlement to severance pay according to the Law, Collective Agreement, Extension Order or personal employment agreement, for any salary above the Exempt Wages.