

## Digital Public Tender No. 3211/IN/25

### For the execution of Pilot Programs on the premises of the Ashdod Port and/or on the premises of the Innovation Embassies of the Ashdod Port around the world

Ashdod Port Company Ltd. (hereinafter: the "**APC**") seeks to receive Proposals from startups (the "**Bidders**") to expand its activity and innovate in six main areas: (a) logistics, (b) operations, (c) security, (d) safety, (e) cyber-security, (f) "green port" – energy and environment, (hereinafter collectively: the "**Areas**") for the execution of pilot programs for the evaluation of products and/or development and improvement of an existing product or an existing process (hereinafter: the "**Product**") on the premises of APC and/or on the premises of the Innovation Embassies of APC around the world, as defined hereunder, for the purpose of, inter alia, increasing the business and/or financial and/or operational and/or managerial efficiency of APC, and business opportunities – all as detailed in the Tender Documents (hereinafter: the "**Pilot**"/"**Pilot Program**"), and subject to APC's internal procedures, to the Israeli Government Decision num. 3837, and any amendment thereof and/or additional provision concerning innovation programs in the framework of governmental company's, as long as they apply to APC (hereinafter, the "**Governmental Decision**").

The duration of a Pilot program is from 6 to 12 months from the date agreed between the Parties for the beginning of the program (hereinafter: the "**Pilot Period**"). The Pilot Period may be extended by mutual agreement between the Parties, and/or may be terminated by either Party, without cause, by a 30 days written previous notice to the other Party.

Following the opening of Innovation Embassies of APC around the world (to this date, they are located at the Port of Newark, the Port Authority of New York and New Jersey, and the Port of Barcelona, with the view of opening additional embassies in the future), the Bidders will have the option to execute Pilots on the premises of APC and/or on the premises of the Innovation Embassies, as stated above.

#### **1 Principles of engagement of the Tender**

- 1.1 The definition and scope of the Pilot Program shall be agreed between the Parties after issuance of a notice to the Bidder which has been selected by APC to perform the Pilot Program (the "**Winning Notice**" and the "**Winning Bidder**", accordingly).
- 1.2 The Bidders shall be required to examine, at their own expense, all aspects of the Pilot, including its financial, professional and technical aspects, the Tender Documents, including any legal, executive, operational and/or business information relevant for the purpose of submitting a Proposal.
- 1.3 It is hereby clarified that the Bidder's reliance on information contained in the Tender Documents, or on any information communicated or provided to it by APC or anyone on its behalf concerning the Tender and/or the Pilot Program, does not exempt the

Bidder\Winning Bidder from examining all aspects of the Pilot Program as aforesaid.

- 1.4 The Winning Bidder shall not be entitled to any consideration for the performance of the Pilot Program and APC will not cover any expense of the Winning Bidders in relation with the Pilot Program, including but not limited to any travel fee, human resources, working hours, tools, products, documents, services, etc. and the Bidder shall bear all its costs and expenses.

## **2 Prerequisites for Participation in the Tender**

A Bidder may participate in the Tender if it meets, **at the Final date for Submission of the Proposals, cumulatively**, the following conditions:

- 2.1 The Bidder is a duly registered corporation in the State of Israel **or** a duly registered corporation abroad which conducts substantial R&D activities in Israel ; and
- 2.2 The Bidder is responsible for the development of a new product or a new process or a significant improvement of an existing product or existing process (hereinafter: the "**Product**") in the Areas as defined hereabove; and
- 2.3 The Product is ready for "proof of concept" through the Pilot at APC; and
- 2.4 The Bidder has full proprietary rights or has all necessary rights, licenses and permits to the Product in order to perform the Pilot Program and all its obligations under the Tender and to grant APC the rights and licenses as specified herein, and the Bidder is not aware of any infringement of proprietary rights of third parties concerning the Product; and
- 2.5 The Bidder and/or its controlling shareholder have no conflict of interest in connection with the provision of services to APC.

## **3 Principles of execution of the Pilot**

- 3.1 APC seeks to serve as a tech incubator for the development and testing of innovative technologies in the defined Areas, for which APC will allow the use of its resources, such as: infrastructure, information, knowledge, allocation of space, etc., in order to increase business and/or economic and/or operational and/or managerial efficiency of APC, and for business opportunities through the promotion of new technological solutions as mentioned above.
- 3.2 During the execution of the Pilot on APC's premises and/or on the premises of the Innovation Embassies of APC around the world, APC shall be entitled to benefit from the Products and/or make use of the technologies tested in the Product, at no additional cost.
- 3.3 **MFN Option**: At the end of the Pilot Period, APC, at its sole discretion, shall be entitled to purchase the Product from the Winning Bidders. If the Winning Bidder has already

granted an MFN Option to a third party/client, the Winning Bidder will grant APC an MFN Option to buy the Product at the lowest price offered to any other third party/client at the same terms granted to such third party/client (hereinafter: the "**MFN Option**").

- 3.4 Finder's Fee: In the event that during the Pilot Program, and within 12 months afterwards, the Winning Bidder consummates a commercial transaction (the "**Transaction**") with a port or any other entity conducting activities in the maritime field, which was introduced to the Winning Bidder by APC, then, the Winning Bidder agrees to pay to APC a finder's fee in a gross amount equal to 5% of the Transaction amount actually received by the Winning Bidder, plus VAT if applicable (the "**Fees**"). The Fees, and any portion thereof, shall become due and payable in US dollars or ILS, within 30 days following the actual receipt by the Winning Bidder of each payment or installment of the said Transaction amount. This provision will apply only if APC does not exercise the Investment Option as stated in Section 3.5 below.
- 3.5 Investment Option: APC will have -the option (exercisable at its sole discretion) to participate in a Winning Bidder's funding round and/or Safe Investment , compatible with the Governmental Decision, by investing up to 20% of the amount of the round and no more than 1,000,000 USD, according to the lowest (the "**Funding Round(s)**"). Moreover, the Parties will have the possibility to mutually agree upon further participation of APC to additional funding rounds/safe investments.
- 3.6 The Winning Bidder will have the obligation to notify APC in writing of the occurrence of the Funding Round/s up to a period of 1 year following the end of the Pilot Period, or until APC's exercise of its Investment Option, whichever comes first (the "**Round Notice**") The Winning Bidder will issue the Round Notice to APC up to 14 days from the date on which the Winning Bidder became first aware of the occurrence of the Funding Round.
- 3.7 APC will notify the Winning Bidder of its intent to participate in the Funding Round within 45 days after receipt of the Round Notice (the "**Participation Notice**"). No later than 30 days after the issuance of the Participation Notice, the Winning Bidder shall disclose to APC all the relevant information and documents concerning the Funding Round and necessary for the performance of a DD of the Winning Bidder.
- 3.8 Intellectual Property: Each Party shall retain ownership of the intellectual property rights in any existing or independently created data, materials or other assets. Each Party grants the other a non-exclusive, royalty free, worldwide license to use its data, materials and assets solely for the purpose of performing the Pilot Program.
- 3.9 Future Agreement: Due to the difference between the Bidders and the Products developed by them, any future agreement between the Parties, if any and at the sole discretion of APC, will be determined after negotiating with the Winning Bidder based on the general principles governing the execution of the Pilot agreed and signed by the Bidder, in the form attached as Annex B.

#### **4 Documents to be submitted by the Bidders**

Each Bidder shall include in its Proposal the following documents:

- 4.1 Request for Proposals (this document), signed at the bottom of each page.
- 4.2 The Bidder's Proposal Form and Affidavit, signed by the Bidder and certified by an attorney.
- 4.3 A detailed description of the Bidder, the Product, the scope and objective of the Pilot Program and its implementation at APC.
- 4.4 Any document and information supporting the Bidder's declaration according to Sections 2.2 and 2.3 above.
- 4.5 A copy of the Bidder's certificate of incorporation.
- 4.6 Any clarification document or Addendum to the Tender, as published by APC during the Tender processes, signed at each page.

#### **5 Explanations and Clarifications**

- 5.1 Bidders interested in participating in the Tender will be able to review the Tender Documents on APC's website at [www.ashdodport.co.il](http://www.ashdodport.co.il) by clicking on the "Tenders" tab and then clicking on the link under the full name of the Tender (hereinafter: the "**Tender Link**").
- 5.2 Requests for clarification on the Tender shall be submitted at the following e-mail address, [arielav@ashdodport.co.il](mailto:arielav@ashdodport.co.il), no later than 14 days at 12 PM, before the **Last Date for Submission**. Requests for clarifications from the Bidder's legal counsel/department or representing lawyers shall be **also** submitted to the following email address [arielav@ashdodport.co.il](mailto:arielav@ashdodport.co.il)
- 5.3 APC shall be entitled, at its sole discretion, to respond or not to respond to Bidders' inquiries. APC's responses to inquiries shall be issued to all Bidders who explicitly requested to receive such clarifications by email, and they shall also be published on the Tender Link, without revealing the identity of the petitioner. For the avoidance of doubt, it is clarified that any communication by APC in connection with this Tender shall not be valid unless provided in writing, as mentioned above.

#### **6 Submission of Bids**

- 6.1 The Bidder's authorized signatories shall sign the Tender Documents and their Appendices on each and every page. The Bidder shall fill in all the required details for the submission of the Tender Documents, fully and as required.
- 6.2 This Tender is an electronic Tender as defined by Regulation 19(c) of the Mandatory Tender Regulations, 1993. A Bidder interested in submitting a Proposal shall download the "Bidder Details Form" from APC's website, under the "Tenders" tab, and then click on the link regarding this Tender.

- 6.3 After filling its details in the "Bidder Details Form" the Bidder shall send it to the following email: service@mashiktech.com.
- 6.4 After sending the Form as stated in section 6.3 above, the Bidder will receive a confirmation e-mail and the login credentials to the SourcingVision system (the "System"), which include a username and a password (the "System"). A user guide for the System and electronic signature guide according to the Mandatory Tenders Regulations, 1993 will be published on the website of the Tender page, as well as in the "bid box" module of the System, by clicking on the "Help" button.
- 6.5 The Proposal documents shall be submitted to the System in English or in Hebrew, in PDF format.
- 6.6 A Bidder interested in receiving technical assistance regarding the System should contact Ms. Alice Fogel via the following email: alicef@mashik.com.
- 6.7 Please note that only Bidders who register to the System will be able to submit a Proposal.

## **7 Proposal Submission Dates**

**Proposals for this Tender shall be examined on one of the twelve (12) dates listed below (altogether and separately, the "Last Date for Submission"):**

- **March 31, 2025;**
- **June 30, 2025;**
- **September 29, 2025;**
- **December 29, 2025;**
- **March 30, 2026;**
- **June 29, 2026;**
- **October 5, 2026;**
- **December 28, 2026;**
- **March 29, 2027;**
- **June 28, 2027;**
- **September 27, 2027;**
- **December 27, 2027.**

**All Proposals must be submitted to the System as specified in Section 6 hereabove, on the Last date for Submission by 12 PM (Israel Time) on that particular date.**

**APC is entitled to change and/or cancel and/or add any Last Date for Submission, at its sole discretion.**

## 8 Proposal validity

The Proposal and all its details shall be considered valid for 6 months from the Last Dates for Submission specified in Section 7 above.

## 9 Revision of Tender terms

9.1 APC may, at any time until the last date for submitting Proposals in the Tender, change any of the Tender's terms, whether on its own initiative or in response to clarification questions from Bidders submitted in accordance with the provisions of Section 5 above.

9.2 The revision of Tender terms shall be published by APC on the Tender Link and shall constitute an integral part of the Tender Documents.

## 10 Criteria for reviewing the Bidders Proposals and choosing the Winning Bidders

10.1. Stage 1 – Reviewing compliance with the Tender's prerequisites:

In the first stage, the Bidders' compliance with the prerequisites shall be examined according to the documents and affidavits that the Bidders were asked to attach to their Proposals as stated in Section 4 above. APC shall decide, at its sole discretion, to allow Bidders who did not present all required documents and/or information with their Proposal to complete their Proposal, within a period of time to be determined by APC.

10.2. Stage 2 – Reviewing the quality of the bid, for Proposals that were deemed in compliance with the prerequisites by APC's Professional Committee:

The Bidders who met the prerequisites will be invited to deliver a presentation of **about 30 minutes**. The presentation shall be delivered by the Bidder's representatives, by way of physical or digital meeting, as will be further detailed by APC. The quality score will be determined according to the following parameters and their weight and according to the data presented by the Bidders in the presentation.

Parameter	Weight
The level of technological innovation and/or the degree of uniqueness of the Product in the world of shipping and ports.	20%
The potential for improving operational and/or logistical and/or service-level and/or business and/or financial and/or managerial efficiency at APC.	30%
Efforts to minimize risk: the degree of consideration of the challenges and resources required to execute the Pilot Program.	10%
The potential success of the Bidder and its Product in the future.	10%
The potential for strategic collaborations and business opportunities with the Bidder, including participation in profits and/or future success and/or rights in the company's product and/or shares.	30%
	100%

The professional committee shall be entitled to summon experts as observers, in order to support the decision-making process at the interview stage. The parameters of the quality score will be as follows:

**The score for each parameter will be determined as the average of all scores given by the members of APC's professional committee.**

- 10.3. Upon finishing the review of all Proposals and determining each Bidder's score as stated in Section 10.2 above, APC shall be entitled, at its sole discretion, to declare **all Proposals that received a quality score of over 70% as winners in the Tender (hereinafter: the "Quality Stage Threshold Score")**.
- 10.4. Insofar as there are no Proposals that surpass the Quality Stage Threshold Score on the rest of the submission dates (except for the first submission date), APC will be entitled (but not obligated) to select the Bidder with the highest score as the winner and launch their Pilot Program with APC, even if said Bidder did not surpass the Quality Stage Threshold Score, as stated above.

## **11. Miscellaneous**

- 11.1. APC may, at its sole discretion, cancel the Tender, and/or execute another tender to launch a Pilot Program. Should APC decide to cancel the Tender and/or not to launch the program, the Bidders, including Winning Bidders, shall not have any claim and/or demand and/or allegation against APC and/or towards any other person and/or entity acting in the name of APC and/or on its behalf. Review of the Winning Proposal and non-disclosure requests
- 11.2. A Bidder who has received written notification that they did not win the tender may review the minutes of the tender committee and the documents of the winning bid at APC's offices (Procurement Department) from Sunday to Thursday between 08:00-16:00, after prior coordination and subject to a payment of 750 ILS (including VAT).
- 11.3. Without derogating from the company's discretion under any law, each Bidder is requested to indicate in their bid which data and/or documents may, in the Bidder's opinion, expose a trade secret and/or professional secret if reviewed by other Bidders, and as such objects to the disclosure of the said documents (hereinafter: "**Confidentiality Request**").
- 11.4. The Bidder must explain the reasons for its Confidentiality Request for each specific document and/or information for which it is requested, for the review and decision of APC.

## **12. Governing Law**

This Tender and the Pilot Program shall be managed and interpreted in accordance with the provisions of the laws of the State of Israel. The competent exclusive jurisdiction for any matter regarding this Tender is the competent courts in Israel.

*Sincerely,*  
*Ariel Avrahami*  
*Coordinator of engagements for procurement of services*

Date: \_\_\_\_\_  
Bidder's name: \_\_\_\_\_  
Pvt. Co./Partnership: \_\_\_\_\_  
Country of incorporation: \_\_\_\_\_  
Licensed Dealer No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### **Annex A - Bidder's Proposal Form and Affidavit**

To:  
Ashdod Port Company Ltd. (hereinafter: the "APC")

### **Digital Public Tender No. 3211/IN/25**

#### **A - General**

1. We hereby declare that we have understood the undertakings and all the documents included in the Tender Documents and the details thereof, and agree to the terms specified therein.
2. We are aware that the scope and details of the Pilot Program as defined in this Tender shall be mutually negotiated and agreed between the Parties, after receipt of the Winning notice. In case no agreement is reached between the Parties concerning the Pilot Program, we shall have no claim and/or demand, of any kind, against APC.
3. We are aware that APC is not obligated to accept any Proposal whatsoever from those submitted to the Tender. In addition, we are aware that APC shall be entitled, at its sole discretion, to cancel the Tender and/or publish another tender for the execution of a Pilot Program, and/or not sign a future contract with the Winning Bidder, and we shall have no claim and/or demand and/or allegation against APC for any of the above.
4. We are aware that the Winning Bidder(s) of the Tender will not have any exclusivity in the execution of the Pilot Program, and APC shall be entitled, at any time during the Pilot Program and/or its extension periods (if any), to perform a Pilot Program with other parties, at its sole discretion, and the Winning Bidder(s) of the Tender shall have no rights and/or claims and/or demands against APC in this regard.
5. We and/or anyone on our behalf did not offer and/or receive, directly and/or indirectly, any benefit and/or money and/or anything of value in exchange for influencing, directly and/or indirectly, the Tender procedure, including any decision of APC and/or its officers and/or its employees and/or anyone on its behalf.



6. To the best of our knowledge, the controlling shareholder of the Bidder and/or the service provider on behalf of the Bidder, is not an employee of APC and/or is not a relative of an employee of APC.
7. To the best of our knowledge, the Bidder and/or the controlling shareholder and/or the service provider on behalf of the Bidder are not in a situation of conflict of interest or potential conflict of interest in connection with the provision of goods or services to APC. Should the Bidder be aware of any risk of conflict of interest in connection with this Tender, it will immediately inform APC of the situation, and APC's legal department will decide, at its sole discretion, the consequences and steps to be taken concerning such risk.
8. [For Israeli Bidders and Companies incorporated in Israel only] We declare that the Bidder abides by the requirements of the Public Entities Transactions Law, namely: up to the date for signature of this affidavit, the Bidder has not been convicted of more than two offenses under the Foreign Workers Law (Prohibition of Unlawful Employment and Ensuring Fair Conditions), 1991 and/or under the Minimum Wage Law, 1987, and if they have been convicted of more than two offenses under the Foreign Workers Law (Prohibition of Unlawful Employment and Ensuring Fair Conditions), 1991 and/or under the Minimum Wage Law, 1987, at least one year has passed since the date of the last conviction.

**B- Fulfillment of the threshold conditions for participation to the Tender:**

1. We declare as follows:
  - 1.1. The Bidder is duly registered in Israel or is duly registered abroad while conducting substantial R&D activities in Israel; and
  - 1.2. The Bidder is responsible for the development of a new product or a new process or a significant improvement of an existing product or an existing process (hereinafter: the "**Product**"); and
  - 1.3. The Product is ready for proof of concept through a Pilot Program at APC; and
  - 1.4. The Product provides a solution to APC in the areas of: (a) logistics, (b) operations, (c) security, (d) safety, (e) cyber-security, (f) "green port" – energy and environment, and to needs derived from these activities and/or similar, related areas.; and
  - 1.5. The Bidder has full proprietary rights in the Product, and the Bidder is not aware of any infringement of proprietary rights of third parties concerning the Product.

2. This declaration, with all the declarations contained therein, constitutes an appendix to the contract and is an integral part thereof.
  
3. I hereby declare that, to the best of my knowledge and examination, all the information and details provided as part of this Attachment 1 are true and accurate.

\_\_\_\_\_

Date

\_\_\_\_\_

Bidder's signature and  
stamp

**Signature verification by an attorney, if the Bidder is a corporation**

I, the undersigned, \_\_\_\_\_, Attorney License No. \_\_\_\_\_, hereby confirm that the signature of the undersigned, \_\_\_\_\_, ID number \_\_\_\_\_, and \_\_\_\_\_, ID number \_\_\_\_\_, on behalf of the Corporation \_\_\_\_\_, Pvt. Co./Pub. Co./LLC/Partnership number \_\_\_\_\_, binds the Corporation for all intents and purposes according to the corporation's founding documents and its decisions duly made.

**Attorney's signature and stamp**

**Annex B – Pilot’s Execution General Principles Agreement****Agreement No. -----**

written and signed in Ashdod on the \_\_\_ day of the month of \_\_\_\_\_ 2025,

**Between**

**Ashdod Port Company Ltd.**  
of Ashdod Port, PO box 9001,  
Ashdod  
Pvt. Co. 51-356977-2 (hereinafter: the "**APC**")

**And Between**

**Of \_\_\_\_\_ street**  
Pvt. Co-----

(hereinafter: the "**Company**")Each of them hereinafter referred to as "**Party**" and both of them as "**Parties**"

**Whereas** APC published on January 30, 2025, a Tender for the execution of Pilot Programs on the premises of the Ashdod Port and/or on the premises of the Innovation Embassies of the Ashdod Port around the world (hereinafter: the "**Tender**"), and the Company was declared as Winning Bidder in the Tender;

**And whereas** The Parties wish to enter into an agreement (hereinafter: "**Agreement**") setting the general principles for the execution of Pilot Programs for the evaluation of Company's product (hardware and/or software), or process and accompanied services and documentation and/or development and improvement of an existing product or an existing process (hereinafter: the "**Product**") and/or for further development (hereinafter: the "**Pilot Program**");

**And whereas** it is accepted by the Company that APC does not grant it any exclusivity for the execution of the Pilot Program, and that APC may, at any time and at its sole discretion, launch additional Pilot Programs, and the Company shall have no claim and/or demand and/or right in this regard;

**And whereas** the Parties wish to define and regulate their relations as specified in the terms of this Agreement, as follows:

**1. Introduction and Appendices**

- 1.1 The introduction and Appendices to this Agreement constitute an integral part thereof.
- 1.2 This Agreement represents the entire agreement concerning the subject matter hereof, between the parties and replaces all prior and contemporaneous oral or written understandings and statements between the Parties. Any modification and/or addition to this Agreement shall be made in writing and duly signed by both Parties and shall not be valid otherwise.
- 1.3 Below is a list of the appendices attached to this Agreement:
  - Appendix A – Scope of Work (to be agreed upon between the Parties).
- 1.4 This Agreement is subject to and governed by the laws of the State of Israel.

## 1.5 Definitions:

1.5.1 **The Supervisor** – The Head of Innovation at APC, or anyone on its behalf appointed by it for the purposes of this Agreement in whole or in part.

1.5.2 **Pilot Program** – The execution of a Pilot Program as defined in the preamble of this Agreement in six main areas: (a) logistics, (b) operations, (c) security, (d) safety, (e) cyber-security, (f) "green port" – energy and environment (hereinafter collectively: the "**Areas**") for the purpose of increasing business and/or financial and/or operational and/or managerial efficiency at APC, and for business opportunities.

1.5.3 **The Data** – data collected as part of the execution of the Pilot Program.

1.5.4 **Work Plan** – a plan for implementing the Pilot Program that will include timetables, milestones, and – as necessary – risk management, required resources, success indicators, and so on. The program shall be approved by the Supervisor.

## 2. Company's Declarations:

The Company hereby declares and undertakes as follows:

- 2.1 To comply with the provisions of this Agreement and of the Israeli Government Decision num. 3837, any additional decision taken by the government in order to update and/or amend such Decision and any additional provision concerning innovation programs in the framework of governmental company's, as long as they apply to APC (hereinafter, the "**Decision**"), with integrity, dedication, loyalty and good faith, and to carry out the Pilot Program on APC's premises and/or on the premises of the Innovation Embassies of APC around the world, in accordance with the provisions of this Agreement and of the Decision.
- 2.2. That it employs employees with appropriate certification, experience, and professional skills for carrying out the Pilot Program (hereinafter: the "**Representatives**"), and all the means and knowledge required for carrying out the Pilot Program in accordance with the provisions of this Agreement.
- 2.3. That there is no legal, business, contractual or other restriction nor any conflict of interest that prevents it, or that may prevent it, from carrying out its obligations under this Agreement completely and entirely. Company hereby undertakes to notify APC immediately and in writing of any concern regarding the emergence of such conflict of interest and to act in accordance with APC's instructions.
- 2.4. That the Company shall communicate to APC any explanation, detail, and/or clarification required from it as part of the Pilot Program.
- 2.5. The status of the Company is of an independent contractor. The Company hereby declares that this Agreement or any of its terms do not create an employer-employee relationship between it and/or between any party on its behalf and APC.

## 3. Description

- 3.1 APC seeks to serve as a technological incubator for the development and testing of innovative technologies and products in the Areas, through the execution of Pilot Programs.

- 3.2 During the execution of the Pilot Program on APC's premises and/or on the premises of the Innovation Embassies of APC around the world, APC shall be entitled to install, access and use the Products and the technologies that the Company will test with the Product, at no cost, free of charge and without any remuneration.
- 3.3 APC shall allocate space and/or knowledge and/or resources as needed, all in accordance with the nature of the Pilot Program, as will be agreed between the parties, and subject to the required approvals at APC.

#### 4. The Engagement

- 4.1 During the execution of the Pilot Program, the Company will be subject to the instructions, procedures, and guidelines that will be provided by APC from time to time.
- 4.2 The duration of the Pilot Program is from 6 to 12 months, from the commencement date to be agreed upon between the Parties for the beginning of the Pilot Program (hereinafter: the "**Pilot Period**"). The Pilot Period may be extended by mutual agreement between the Parties, and/or may be ended by either Party, without cause, by a 30 days prior written notice to the other Party.
- 4.3 Company shall not be allowed to carry out pilot programs on APC's premises for any other entity other than APC.
- 4.4 Throughout the Pilot Period, and for as long as the Company's liability under the applicable law exists, the Company shall be required to be covered by the insurance coverage required according with the nature and scope of the Pilot Program, including third parties' liability and employers' liability insurance.
- 4.5 MFN Option: At the end of the Pilot Period, APC, at its sole discretion, shall be entitled to purchase the Product from Company at the lowest price offered by Company to any other third party/client and at similar provisions with favorable terms granted to such third party/client (hereinafter: the "**MFN Option**").
- 4.6 Finder's Fee: In the event that during the Pilot Program, and within 12 months afterwards, the Company consummates a commercial transaction ("Transaction") with a port or any other entity conducting activities in the maritime field, which was introduced to the Company by APC, then, the Company agrees to pay to APC a finder's fee in a gross amount equal to 5% of the Transaction amount actually received by the Company, plus VAT if applicable (the "**Fees**"). The Fees, and any portion thereof, shall become due and payable in US dollars or ILS, within 30 days following the actual receipt by the Company of each payment or installment of the said Transaction amount. This provision will apply only if APC does not exercise the Investment Option as stated in Section 4.7 below. This Section shall survive termination or expiration of this Agreement.
- 4.7 Investment Option: APC will have the option (exercisable at its sole discretion) to participate in a Winning Bidder's funding round and/or Safe Investment, compatible with the Governmental Decision, by investing up to 20% of the amount of the round and no more than 1,000,000 USD, according to the lowest (the "**Funding Round/s**"). Moreover, the Parties will have the possibility to mutually agree upon further participation of APC to additional funding rounds/safe investments.
- 4.8 The Winning Bidder will have the obligation to notify APC in writing of the occurrence of the Funding Round/s up to a period of 1 year following the end of the Pilot Period, or until APC's exercise of its

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Investment Option, whichever comes first (the “Round Notice”) The Winning Bidder will issue the Round Notice to APC up to 14 days from the date on which the Winning Bidder became first aware of the occurrence of the Funding Round.

- 4.9 APC will notify the Winning Bidder of its intent to participate in the Funding Round within 45 days after receipt of the Round Notice (the “**Participation Notice**”). No later than 30 days after the issuance of the Participation Notice, the Winning Bidder shall disclose to APC all the relevant information and documents concerning the Funding Round and necessary for the performance of a DD of the Winning Bidder.

For the purpose of this section, compliance with the Governmental Decision shall mean compliance with the Israeli Government Decision num. 3837, including, among others, adherence to any disclosure obligations, ensuring that the Company provides APC with the same information shared with key investors in the funding round. This obligation also extends to ensuring APC’s right to receive and report any information deemed necessary to the Government Companies Authority, thus facilitating regulatory oversight and transparency. Additionally, APC shall be entitled to receive any information required to fulfill its obligations under Government Decision No. 3837. In addition to this requirement, APC shall appoint an observer to the board of the Company, who shall have full access to the information provided to directors, without voting rights.

Furthermore, the investment agreement shall be contingent upon the approval of APC’s Board of Directors and the Government Companies Authority.

**[Note: This addition remains subject to further review and may be amended as necessary to ensure compliance with the Israeli Government Decision num. 3837.]**

- 4.10 Intellectual Property: Each Party shall retain ownership of the intellectual property rights in any existing or independently created data, materials or other assets. Each Party grants the other a non-exclusive, royalty free, worldwide license to use its data, materials and assets solely for the purpose of performing the Pilot Program. This Section shall survive termination or expiration of this Agreement.

## 5. No Remuneration

- 5.1 The Pilot Program is free of charge and Company will not be entitled to any compensation or reimbursement of expenses. During the Pilot Period, and in return for the possibility to carry out the Pilot Program on APC's premises and/or on the premises of APC's Innovation Embassies around the world, APC shall be entitled to use the Products and/or the technologies that the Company will test in the Product, at no cost whatsoever. The Company shall bear all its costs and expenses in the performance of the Pilot Program.

## 6. Materials, equipment and, use of software

- 6.1 All equipment and materials required for the execution of the Pilot Program shall be purchased by the Company and at its expense, unless otherwise priorly agreed upon between the Parties in writing.
- 6.2 The Company declares that is the owner of the Product all software (and hardware if applicable) and technologies including all intellectual property rights on it (them) or that it has a valid legal agreement and/or license that allows it to install, access and use them for the purpose of performing the Pilot

Program and to grant the necessary licenses to APC as stated herein.

7. **Confidentiality**

- 7.1 The Company and its Representatives undertake to maintain the confidentiality of any information obtained during the execution of this Agreement, and undertake not to disclose any information, data, documents, or details relating to the execution of the Pilot Program and/or to the actions performed as part of or in connection with and in related to this Agreement, to any third party, entity or person if not priorly authorized in writing by APC.
- 7.2 This Section shall survive the termination or expiration of this Agreement.
- 7.3 Upon termination of this Agreement for any reason whatsoever, the Company undertakes to return to APC, and/or to ensure that the Representatives return to APC, all the documents, information, identification tags, and any other equipment and/or material in connection with the Pilot Program.

**In witness thereof the parties have signed:**

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**Ashdod Port Company Ltd.**

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**The Company**