

THIS ENGAGEMENT AGREEMENT dated this 29th day of August, 2006

**BETWEEN:**

Customer name of Customer address, Israel (the "**Customer**")

- **AND** -

Your name (ID: ID number) of Your address, Israel (the "**Consultant**")

**Engagement Agreement**

**BACKGROUND:**

- A. The Customer carries on a business primarily consisting of brief description of client's business.
- B. The Customer is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Customer.
- C. The Consultant is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**1. Engagement**

The Customer hereby agrees to engage the Consultant to provide the Customer with services consisting of general description of services you are to provide, and such other services as the Customer and the Consultant may agree upon from time to time (the "Services"), and the Consultant hereby agrees to provide the Services to the Customer.

**2. Term of Agreement**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until completion of the Services. However, it is subject to termination as otherwise provided in this Agreement.

**3. Performance**

Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**4. Compensation**

The Consultant will be compensated at an hourly rate of currency identifier and amount + VAT. Invoices will be submitted on a monthly basis. If the project requires less than one calendar month to complete, an invoice will be submitted at the completion of the project. Payment terms are *shotef+30*.

**5. Late Penalties**

Each invoice must be paid on or before the last day of the month following the month in which the invoice was issued. If payment is not received in a timely manner all services will be stopped and a late fee of 1.5% per month (or any portion thereof) of the current amount outstanding will be become due and payable immediately.

**6. Alternative/Additional Compensation**

The Customer will provide additional compensation as follows. Travel time billed at travel time rate/hour. Software/market research time billed at research rate/hour. These compensation rates are in lieu of the hourly compensation rate indicated above.

**7. Expenses**

The Consultant will be reimbursed from time to time for all reasonable necessary expenses incurred by the Consultant in connection with providing the Services hereunder. The Consultant will furnish statements and vouchers to the Customer for all such expenses.

**8. Provision of Amenities**

The Customer will not be providing the Consultant with any amenities.

**9. Return of Property**

Upon the expiry or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

**10. Legal Expenses**

In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

**11. Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

- a. Client contact information - including e-mail
- b. Your contact information - including e-mail

or to such other address as to which any party may from time to time notify the other.

**12. Enurement**

This Agreement will enure to the benefit of and be binding on the heirs, executors, administrators and assigns of Consultant and upon the successors and assigns of Client.

**13. Titles/Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**14. Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**15. Confidentiality**

The Consultant acknowledges that a material term of the Agreement with the Customer is to keep all confidential information belonging to the Customer absolutely confidential and protect its release to the public. The Consultant agrees not to divulge, reveal, report or use, for any purpose, any confidential information which the Consultant has obtained or which was disclosed to the Consultant by the Customer.

16. The obligation to protect the confidentiality of the Customer's confidential information will survive the termination of this Agreement and will continue for a period of 3 months from the date of such termination.

17. The Consultant may disclose any of the confidential information:

- a. to a third party where the Customer has consented in writing to such disclosure; and
- b. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Consultant will first have given prompt notice to the Customer of any possible or prospective order (or proceeding pursuant to which any order may result), and the Customer will have been afforded a reasonable opportunity to prevent or limit any disclosure.

**18. Non-Solicitation**

Any attempt on the part of the Consultant to induce others to leave the Customer's employ, or any effort by the Consultant to interfere with the Customer's relationship with its employees or other Consultants would be harmful and damaging to the Customer. The Consultant agrees that during the term of this Agreement and for a period of 3 months after the end of the term, the Consultant will not in any way, directly or indirectly:

- a. induce or attempt to induce any employee or other Consultant of the Customer to quit employment or retainer with the Customer
- b. otherwise interfere with or disrupt the Customer's relationship with its employees or other Consultants;
- c. discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other Consultants; or
- d. solicit, entice, or hire away any employee or other Consultant of the Customer.

**19. Assignment**

This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Consultant. The Consultant will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

**20. Copyright**

Copyright to all original materials created by the Consultant during the term of this agreement or prior to it, remains with the Consultant until such time as all outstanding fees due to the Consultant by the Customer have been paid in full.

**21. Capacity/Independent Contractor**

It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services hereunder. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

**22. Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**23. Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

**24. Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**25. Currency**

Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

**26. Termination of Agreement**

Either party may terminate this Agreement at any time by giving the other party written notice.

27. The obligations of the Consultant under this Agreement will terminate upon the earlier of the Consultant ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Consultant.

**28. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Israel, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**IN WITNESS WHEREOF** the parties have duly executed this Engagement Agreement this Date:

Client Name (Company)

\_\_\_\_\_ (SEAL)

Name (printed): \_\_\_\_\_

\_\_\_\_\_  
Consultant