

Confidential Draft;

August 1, 2022

Website Terms of Use

These Terms of Use (the "**Terms**") are a legally binding agreement between OPC Energy Ltd., an Israeli private company (the "**Company**"), and the User (as defined below), with respect to the website www.opc-energy.com (the "**Website**"), which is owned by the Company. Please carefully read the following Terms before using the Website.

1. Accepting the Terms of Use

- 1.1 Your access and/or use of the Website confirm that you have read these Terms, that they constitute a binding agreement between you and the Company, and that these Terms are acceptable by you.
- 1.2 The term "us", "we" or "our", refers to the Company.
- 1.3 The term "you" refers to any User of the Website (as defined below).
- 1.4 The term "including" is not intended to be exclusive and means "including without limitation".
- 1.5 These Terms are effective as of the date you first access or otherwise use or view the Website. Such access, use or view of the Website indicates your acceptance of the terms and conditions contained herein and you agree to be bound by these Terms with respect to your access and use of the Website.

2. Definitions

For the purpose of these Terms:

- 2.1 "**External Sites**" means applications or any third party websites.
- 2.2 "**User**" means any person or entity accessing, using or viewing the Website.
- 2.3 "**Services**" means the services provided on the Website, including the possibility to access External Sites, links that may be embedded within the Website and any other actions or items supported by or accessible through the Website.
- 2.4 "**Content**" means any data displayed on the Website, whether created and/or published on the Website by us or by any other person or entity; including, but not limited to, photographs, graphics, audio and video files, articles or any other form which contains information.

3. Website and Services Use

- 3.1 You expressly acknowledge and agree that any access to, or use of, the Website, and any consequences thereof, are at your sole risk, responsibility and liability.
- 3.2 You undertake to use the Website solely in accordance with these Terms.
- 3.3 The form and/or features of the Website may change from time to time without prior notice.

- 3.4 In addition, we may stop (permanently or temporarily) operating the Website and/or displaying any of the Content and/or terminate your access to the Website, at our sole discretion at any time.
- 3.5 We also retain the right to restrict the use of, or access to, the Website by you or any other Users, at our sole discretion at any time.
- 3.6 In case we stop providing you with the Services permanently, these Terms will be canceled (with the exception of provisions which by their nature are intended to continue to apply following the cancellation of these Terms) and the terms of section 15 shall apply.

4. The Content

- 4.1 You agree and acknowledge that any use or reliance on any Content presented on the Website is at your own discretion and does not impose any responsibility or liability on the Company.
- 4.2 You agree and acknowledge that the Company shall bear no responsibility to you or to any other person for any Content, and you confirm and agree that the Company shall bear no responsibility for the examination or evaluation of the accuracy, completeness, validity, intellectual property, compatibility, legality, adequacy, quality, reliability, and/or any other aspect of the Content.
- 4.3 You acknowledge and agree that while using the Website, you may be exposed to Content that may be inaccurate and/or wrong and you waive any demand and/or claim against the Company in this regard.
- 4.4 The Website displays general information about the Company and its activities, including the Company's projects. Such concise information is displayed for convenience purposes only, and does not fully reflect the Company's activities, business endeavors, projects, etc. Accordingly, the aforementioned information should not be relied upon. The complete and binding information about the Company and its activities is published by the Company in its reports on the Israel Securities Authority's (ISA) website.

5. Ownership and Intellectual Property

- 5.1 You are hereby granted you a limited, revocable, non-exclusive, non-transferable, non-sub-licensable license to access and view the Website and use the Services, all under the condition that you comply with all of your obligations under these Terms. We grant you no other rights, implied or otherwise.
- 5.2 You hereby acknowledge that all rights, ownership, title and interest of the Website and the Content (excluding External Sites) and the related patent rights, copyrights, trade

secrets, trademarks and all other related intellectual property rights, are and shall remain the sole and exclusive property of the Company.

- 5.3 The Website contains proprietary information and material that is owned by the Company, and is protected by applicable intellectual property and other laws, including but not limited to copyright.
- 5.4 All copyrights in and to the Website and Content posted by the Company, are owned solely and exclusively by the Company, (and/or by its licensors), which reserves all their rights in law and equity with respect thereto.
- 5.5 You are not granted any right and/or license, or ownership including any copyright, trademark or other intellectual property rights to the Website or to any Content, other than as explicitly set forth in these Terms.
- 5.6 Except as otherwise provided on the Website or in these Terms, you may not use, download, upload, copy, print, display, perform, reproduce, reverse engineer, publish, modify, delete, add to, license, post, transmit or distribute any Content from this Website in whole or in part, without our specific prior written permission.
- 5.7 Any third party trade or service marks present on Content are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever except as permitted in these Terms.
- 5.8 The Company reserves all rights not expressly granted to you under these Terms.
- 5.9 THE USE OF THE WEBSITE, THE SERVICES OR THE CONTENT OR ANY PART THEREOF, OTHER THAN USE AS PERMITTED IN THESE TERMS, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY AND/OR OF OTHERS, AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES FOR COPYRIGHT INFRINGEMENT.
- 5.10 You agree that the Company's trademark, trade name, service mark, graphics, logo and other brand features used in connection with the Website and the Services, are trademarks or registered trademarks of the Company (collectively, "**Company Marks**"). Nothing in these Terms gives you a right to use or display the Company Marks in any manner.

6. External Sites

- 6.1 The Services may enable access to External Sites.
- 6.2 Use of an External Site is subject to the terms of use of such External Site. We are not liable or responsible for an External Site's compliance with applicable laws. It is

recommended that you review the applicable terms and policies of any External Site to which you navigate from our Website.

- 6.3 You understand that by using any External Site, you may encounter content that may be deemed offensive, indecent, or objectionable, and which may or may not be identified as having explicit language. You acknowledge and agree that we are not responsible for any content published on an External Site.
- 6.4 We make no representation that any External Site is appropriate or available for use in any particular location.
- 6.5 You acknowledge and agree that we are not responsible for examining or evaluating the content, legality, reliability, copyright compliance, appropriateness, quality and/or any other aspect of the External Sites.
- 6.6 We do not endorse the advertising, products and/or services found or available on External Sites and we are not liable or responsible for any loss or damage caused to you as a result of any reliance on any advertising, product and/or service found or available on the External Sites.
- 6.7 By choosing to access such External Sites, you do so on your own initiative and are responsible for compliance with all applicable laws, including, but not limited to, local applicable laws.

7. Problems with the Website

- 7.1 We do not guarantee that our Website will be compatible with any hardware or software which you may use, or that our Website will be uninterrupted or error free.
- 7.2 You acknowledge and agree that we shall not be liable, regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, the information contained on our Website (including the reliance upon any such information), or for any delay or interruption in the transmission thereof to you, or for any related claims or losses.

8. Restrictions on Content and Use of the Website

- 8.1 You may not access our Website if:
 - 8.1.1 You are a person who is either barred or otherwise legally prohibited from receiving or using the Website under the laws of the country in which you are resident, or from which you use or access the Website; or
 - 8.1.2 Such access or use are made in a manner which is inconsistent with these Terms and all applicable laws, rules and regulations.
- 8.2 You may not do any of the following while accessing the Website or using the Services:

- 8.2.1 use the Website otherwise than in compliance with these Terms and all applicable laws and regulations;
 - 8.2.2 facilitate or encourage any violation of these Terms;
 - 8.2.3 make commercial use of the Website
 - 8.2.4 Copy, reproduce, print, download or save a copy, republish, display, perform, advertise, distribute, transmit, broadcast, decompile, reverse engineer, disassemble, attempt to derive the source code of, adapt, modify, create derivative works from, sell, rent, lease, loan or otherwise make available or exploit in any form or by any means all or any portion of the Website or any Content, for any purpose;
 - 8.2.5 remove or alter any patent numbers, copyright notices, trademark notices or other proprietary notices or identifying marks, symbols or legends included in the Website;
 - 8.2.6 use the Website for any unlawful purpose or for promotion of illegal activities;
 - 8.2.7 use the Website for interfering with, or disrupting (or attempting to do so), the access of any person, host or network, including, without limitation, by uploading and/or sending software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware; overloading, flooding, spamming, mail-bombing; or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Website;
 - 8.2.8 do anything that could disable, overburden, or impair the proper activity of the Website;
 - 8.2.9 Link to content from the Website which is not the home page. You may provide links to the Website, provided (a) that the link will be to the home page of the Website, (b) that the site from which you provide the links to the Website does not engage in illegal or pornographic activities, that you do not remove or obscure the copyright notice or other notices on the Website, and (c) that you discontinue providing links to the Website immediately upon request by us.
- 8.3 You are solely responsible and liable for, and the Company has no responsibility to you or to any third party for, any breach of your obligations under these Terms and for the consequences (including any loss or damage which the Company may suffer) of any such breach.
- 8.4 We reserve the right to investigate complaints and reports of violations of these Terms and to take any action we deem appropriate, including (but not limited to) reporting any activity suspected of being illegal to law enforcement, regulators or other third parties,

as well as disclosing any information necessary or relevant to those persons or authorities related to you.

9. Privacy and Security

- 9.1 The Company's Privacy Notice www.opc-energy.com ("**Privacy Notice**") applies to your use of the Website. Such access, use or view of the Website indicates that you have read the Company's Privacy Notice and you agree to the collection and processing of your personal data in accordance with the Privacy Notice. We will process your personal data that you provide to us or that is collected through the Website in accordance with the Company's Privacy Notice.
- 9.2 You shall be responsible for protecting the hardware and/or software and/or information found on the device from which you access the Website.

10. No Warranty

- 10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, THE SERVICES AND THE CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, USEFULNESS, SECURITY, RELIABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.
- 10.2 IN ADDITION TO THE ABOVE, THE COMPANY DOES NOT GUARANTEE THAT THE ACTIVITY OF THE WEBSITE AND/OR THE SERVICES WILL BE CONTINUOUS AND/OR ERROR-FREE, THAT DEFECTS IN THE WEBSITE AND/OR SERVICES WILL BE CORRECTED, THAT THE WEBSITE AND/OR SERVICES WILL BE FREE FROM ATTACK, VIRUSES, INTERFERENCE, HACKING AND/OR ANY OTHER INCIDENT WHICH MIGHT ENDANGER ITS SAFETY, AND THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DISRUPTION OR DELAY THAT MAY BE CAUSED BY THE FACTORS ABOVE OR ANY OTHER FACTORS.

11. Limitation of Liability

- 11.1 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, BE LIABLE FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, (B) LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND, RESULTING IN ANY WAY FROM (I) YOUR ACCESS TO OR USE, INABILITY TO USE, OR RELIANCE ON THE WEBSITE, THE SERVICE, ANY CONTENT AND/OR EXTERNAL SITE, (II) ANY ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY CONTENT INCLUDED IN THE WEBSITE AND/OR IN ANY EXTERNAL SITE, (III) ANY OTHER MATTER RELATING TO THE WEBSITE, THE SERVICES, THE CONTENT AND/OR ANY EXTERNAL SITE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, OR FOR (C) ANY THIRD PARTY CLAIMS AGAINST YOU.

- 11.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, TO YOU AND/OR TO ANY THIRD PARTY, FOR ALL DAMAGES IN CONNECTION WITH THE WEBSITE, THE CONTENT AND THE SERVICES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY NEW ISRAELI SHEKELS (NIS 50).
- 11.3 You shall be solely responsible for any direct, indirect and/or consequential damage you may incur as a result of your use of the Website and/or Services, and you hereby release the Company and/or anyone on its behalf, irrevocably, from any demand and/or claim as a result of this use.
- 11.4 Advice or information, whether oral or written, that you have received from us through the Website or otherwise, shall not create any warranty and/or liability that is not expressly stated in these Terms.
- 11.5 Any cause of action by you with respect to the Website and/or Services, must be instituted within one (1) year after the cause of action arose.

12. Indemnity

You shall indemnify and hold the Company and its directors, officers, employees, agents, partners and licensors, harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs), related to any demand or claim brought against the Company by any User and/or any other third party, due to or arising out of your use of the Website or the Services, your violation of these Terms, and/or your violation of any rights of another party.

13. Termination

- 13.1 These Terms shall be effective until terminated by the Company. Without derogating from the Company' right to terminate these Terms, the Company, at its sole discretion, without notice to you, may terminate these Terms if you fail to comply with any of the provisions of these Terms, without prejudice to the right of the Company to be indemnified for its damages and for any other right and remedy.
- 13.2 Upon termination of these Terms, you shall cease all use of the Website and/or the Services.
- 13.3 In case these Terms shall terminate, for any reason, the provisions which by their nature would continue beyond termination (including, without limitation, the provisions of Sections 5, 10, 11, 12, 13, 14 and 15 shall survive such termination and shall continue to apply.

14. Governing Law and Jurisdiction

- 14.1 These Terms shall be governed and construed in accordance with the laws of the State of Israel, without reference to its conflicts of laws principles.
- 14.2 You hereby irrevocably submit to the exclusive jurisdiction of the competent courts in Tel Aviv, Israel, to resolve any dispute arising out of or pursuant to these Terms, and you hereby consent to the exclusive jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Notwithstanding the above, you agree that the Company shall still be allowed to apply for injunctive remedies in any jurisdiction.

15. Miscellaneous

- 15.1 Headings. The headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.
- 15.2 Entire Agreement. These Terms contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.
- 15.3 Severability. In the event that any provision of these Terms is held to be invalid or unenforceable, that provision shall be construed, limited, modified or deleted, to the extent necessary to eliminate any invalidity or unenforceability, and the remaining provisions of these Terms remain in full force and effect.
- 15.4 Changes to these Terms. We may change these Terms from time to time, in our own reasonable discretion. We will provide notice of substantial changes to these Terms on

the Website. Such substantial changes will take effect seven (7) days after such notice was provided on the Website. All other changes to these Terms are effective immediately upon publication of the updated Terms on the Website. Your continued use of the Website and/or Services after the publication of the updated Terms will be deemed acceptance on your behalf of any and all such changes.

- 15.5 Waiver. No waiver on the part of the Company of any right under these Terms shall be effective unless in writing and signed by the Company' duly authorized representative. No waiver on the part of the Company of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under these Terms.
- 15.6 Assignment. You may not assign, subcontract or otherwise transfer any of your rights and/or obligations under these Terms. The Company may assign and/or subcontract some or all of these Terms to any third party in connection with a merger, acquisition, sale of assets, by operation of law, or otherwise. These Terms shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 15.7 No Third Party Beneficiaries. These Terms do not create any obligation of the Company to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

16. Contact Information

If you have any questions or comments regarding these Terms, please contact us at: contact@opc-energy.com.

Last updated: August 1, 2022