**CONTRACT**

Drawn up and signed in Tel Aviv on the \_\_\_ of the month of July 2017

Between **Forescout Technologies Israel Ltd., company no. 512944174**

 24 Raoul Wallenberg Street, Tel Aviv

 **(hereinafter – “Client”) Party of the First Part**

And: **Bogaim Supervision And Final Works Ltd., company no. 514247139**

 36 Yehudah Hanassi Street, Tel Aviv

 (hereinafter – “**Implementer**”) **Party of the Second Part**

**Whereas** The Client is the renter of areas in the project known as “Ziv Towers”, located at 24 Raoul Wallenberg Street, Ramat Hahayal, Tel Aviv, including areas on the 6th floor of Tower D in the project (hereinafter – “**Building**” or “**Site**”);

**And whereas** The Client is interested in executing work in the Building as described in Addendum B (Description of the Work) (hereinafter – “**Work**” or “**Project**”);

**And whereas** The Implementer has offered to execute the Work for the Client by means of a contractor on its behalf, Ahmed Abu Ayish (Registered Contractor no 28684), registered in the Contractor Ledger for work of the kind which is the subject of this Contract and at the financial scope required for the execution of the Work (hereinafter – “**Contractor**”);

**And whereas** The Implementer declares that it has the professional know-how, the talent, ability, financial, technical and organizational means and has the ability to execute the Work with expertise and on the dates detailed in this Contract below;

**It is therefore agreed and declared between the Parties as follows:**

1. **Addenda**
	1. The following documents, whether or not attached to this Contract, constitute an integral part thereof:

**Addendum A** The general specification for construction work issued by the interoffice committee with the participation of the Ministry of Defense / Construction Wing, the Ministry of Construction and Housing / the Planning and Engineering Administration and the Public Works Department, in its last edition, the Instructions for Sanitation Facilities as well as the Planning and Construction Law, 5725-1965 and the regulations passed pursuant thereto, the Electricity Law, 5714-1954 and the regulations passed pursuant thereto, the Civil Defense Regulations as well as additional instructions, specifications and regulations published on the website of the Home Front Command, all updates to the aforementioned, Israeli standards, both formal and informal and explicitly mentioned foreign standards and any other standard or specification which is usual according to customary professional rules, at the level required in this Contract [not attached – hereinafter jointly: “**General Specification**”] and special specifications.

**Addendum B** Work Description Addendum (including plans)

**Addendum C** Quantity and Price Document

**Addendum D** Absence of Claims Confirmation Form

**Addendum E** Schedule for Execution of the Work

**Addendum F** Maintenance Warranty Form

**Addendum G** Contractor Declaration Form

1. **The Work**
	1. The Client hereby delivers the execution of, and the Implementer hereby accepts and undertakes to the Client to execute at the Site, the finishing work, the details of which and the manner of execution of which are detailed in this Contract and in the documents attached thereto (hereinafter – “**Work**”), by means of the Contractor.
		1. **Coordination of suppliers and inviting of contractors** – the Implementer will be responsible for applying to suppliers of the work and materials listed in Section 2.4 below, in order to coordinate their arrival at the Site or the provision of the materials by them in a manner which will permit the smooth execution of the Work.
		2. Daily cleaning of all trash resulting from the Work, the cleaning of passageways and public areas next to the building and its surroundings and organization of the Site so that it is clean and orderly.
		3. **Preservation** – taking all safety measures and providing all the protection required to preserve the Work of the Implementer and the work of the Contractor and other contractors (such as closures, nylon covering, etc.) and the equipment, including the materials and tools located at the Site. General guarding of the Site.
		4. **Responsibility for safety** – as a condition for the commencement of the Work, the Implementer will provide the Client with a declaration by the Contractor in the form found in **Addendum G** that he alone is responsible for the safety of the entire Site together with all the work done thereon, including that of subcontractors and/or other contractors.
	2. The Implementer undertakes to supply the Site, at its own expense, with all the equipment, materials, products and tools required for the execution of the Work. The Implementer must supply and transfer the materials to the Site of the construction in a manner which does not cause a delay in the execution of the Work. The Implementer may not remove any material or tools which have been purchased by the Client.
	3. All the materials and products intended for the execution of the Work will be of the best quality and type and pursuant to the provisions of this Contract, and in no case may the Implementer use materials which fall short of the current Israeli standard. At the demand of the Client, the Implementer will provide samples of the materials and products for advance approval; the Client may reject the materials which according to it are unsuitable and demand that they be replaced by others. The expenses of examining the materials and their removal from the Site will fall on the Implementer only.
	4. The Implementer undertakes to execute the Work skillfully, in the best professional manner, pursuant to the provisions of this Agreement and the plans and specifications attached thereto, pursuant to the building permits which have been and/or may be issued in connecting with the Work, pursuant to the requirements of the Planning and Construction Law, 5725-1965 and the regulations issued thereunder, pursuant to the requirements of the Tel Aviv Municipality, the fire department, the Ministry of Health, the Ministry of Environmental Protection, the Ministry of Labor, the requirements of the Israeli standard, pursuant to the instructions of the consultants on behalf of the Client (including an electricity consultant, a safety consultant, etc.) and pursuant to law.

The Implementer declares that the Addenda and documents mentioned above, even if they have not been attached to this Agreement, are known to it, and it will be prevented from making any claim of a lack of knowledge or lack of comprehension of any of the aforementioned documents and/or Addenda.

* 1. The Implementer hereby declares that it has visited the Site, that it has checked and reviewed the work plans and their details, the descriptions of the Work and the place where the Work is to be executed and the access roads thereto, and it is familiar with the work conditions, the construction methods and the manner of execution. The Implementer will have no right of action whatsoever on the basis of a contention of lack of knowledge of any cause whatsoever connected with the above-mentioned conditions.
	2. The documents of the Contract will be deemed as complementing one another, and their instructions as cumulative.

If the Implementer discovers a contradiction between the one of the provisions of the Contract and another (including a contradiction between the special specifications and the other documents of the Contract), or if the Implementer is in doubt regarding the correct interpretation of a document or of any portion thereof, the Implementer will apply in writing to the Supervisor, and the Supervisor will give a written instruction, including plans as needed, regarding the interpretation under which it is to act, and these instructions will obligate the Implementer.

Without derogating from what is stated in this Section above, lacking any other determination regarding the order of priorities, the validity of the document or the provision which benefits the Client with regard to the quantity of Work, its quality or in any other manner will prevail.

* 1. It is hereby clarified that under no circumstances may the Implementer execute work contrary to Israeli law, regulations or standards.
	2. The Implementer confirms that it is aware that its work may be executed simultaneously with the work of other contractors and professionals, and it undertakes to execute it in coordination and in a manner which will not interfere with other work at the Site.
	3. The Implementer confirms that it is aware that the Work is being executed in a building which is being used for offices, and it undertakes, as far as possible, to minimize any inconvenience which is caused to the tenants of the Building due to the Work, and in this context, it undertakes to fulfill all of the following: (1) the work hours will be from 7:00 to 16:00, and on Fridays until 13:00; (2) work days will be Sunday through Friday only; (3) parking is prohibited in front of the Building: (4) the placement of trash containers will be done with advance coordination with the Client. Whenever noisy work is required, such as drilling or polishing of floors, the Implementer will execute it after work hours, with advance coordination with the Client and with the owner of the property, the Migdal Company.
	4. The Client has appointed Mr. Oded Amir as Supervisor on its behalf for the execution of the Work (above and below: “**Supervisor**”). The Client may change the identity of the Supervisor from time to time, and it will notify the Implementer of any such change by means of a written notice.

The Implementer undertakes to obey and fulfill all the instructions of the Supervisor, including, but not limited to, in regard to the manner in which the Work is being executed, the type of Work and the quality of the equipment, and it will repair any defect and/or improper execution at the orders of the Supervisor, immediately upon receiving them. In the event of any question and/or dispute, the discretion of the Supervisor will prevail in every matter and subject, including questions of quality, manner of execution of the Work, etc. What is written in this Agreement with regard to the authority of the Supervisor does not derogate from the responsibility of the Implementer for the nature and quality of the Work, obeying safety provisions and/or the fulfillment of its undertakings pursuant to this Agreement.

The Supervisor will keep a work diary during the entire period of execution of the Work, in which he will record daily in his diary all the details regarding the progression of the Work. The Implementer confirms that everything recorded in the work diary by the supervisor which is not contradicted or denied by the Implementer in writing in the work diary on the day on which the entry was written will constitute absolute proof of its accuracy. What is written in the diary will not constitute grounds for any financial demand whatsoever by the Implementer against the Client.

* 1. The Client may at any stage of the execution of the Work order the cessation of the execution of the Work, temporarily or permanently, and the Implementer undertakes immediately to respond to the demand of the Client, and it confirms that in such a case, it will not have any demand and/or contention against the Client, other than with regard to the Contract Fee owed to it for the part of the Work which it has been implemented by it up to that date.
1. **Schedule**
	1. The Implementer undertakes to begin execution of the Work on the date of signing of this Agreement and to execute it in accordance with the schedule in **Addendum E** of this Agreement. The Implementer confirms that it is aware that the completion of the Work on the dates above is a fundamental condition of this Agreement, and that a delay in the completion of the Work is liable to cause the Client serious damage.

The completion of the Work and/or each stage as stated in **Addendum E** means – the final and absolute completion of all the Work which the Implementer is to execute under this Agreement or at the relevant stage (including the execution of repairs, finishing and cleaning as required in what is stated above) to the satisfaction of the Client, other than maintenance and warranty repairs.

It is agreed that a failure to meet the schedule will constitute a fundamental breach of this Agreement.

* 1. Without derogating from anything else stated in the Contract and in the terms of the Contract and all the other remedies of the Client in connection therewith, it is agreed that for every week of delay in the execution of the Work or any of the stages of execution in **Addendum E**, the Implementer will pay the Client the sum of 1% of the Contract Fee as agreed compensation estimated in advance for the damage caused to the Client in connection with the aforementioned delay. The Client may deduct the amount which the Implementer is obligated to pay it under this Subsection from any amount owed to the Implementer by the Client. It is hereby clarified that the provisions of this Section 3.2 will not apply in the event of a delay the source of which is with the Client and/or anyone acting on its behalf.
1. **Contract Fee**
	1. In consideration for the execution of the Work and all the undertakings of the Implementer under this Contract together with its Addenda, in full and on time, the Client will pay the Implementer a fee which will be calculated according to the quantities of Work actually executed multiplied by the unit prices detailed in the “Quantity and Price Document” attached to the Contract as **Addendum C** (below respectively – “**Quantity Document**” and “**Contract Fee**”).
	2. It is hereby clarified that the unit prices shown in the Quantity Document are final and absolute, and no change will apply to them for any reason whatsoever, including, and without derogating from the generality of what is written – as a result of changes in the plans, price increases and/or rises in indexes, refund of expenses, employment of manpower, an increase in taxes and/or levies, extension of the Work or any other reason.
	3. Without derogating from what is stated above, the Contract Fee will not be changed for any reason whatsoever, including, and without derogating from the generality of the above, as the result of a rise in wages, an index, a devaluation in the exchange rate of the Shekel, an increase in taxes, levies and an increase in the prices of materials and labor and/or for any other reason not listed above.
2. **Delivery of the Work to the Client**

Upon termination of the Work, the Implementer will invite the Supervisor to carry out an examination and test of the Work, the manner of its execution, the quality of the materials and their compatibility to the plans. The Implementer will immediately repair all the defects located by the Supervisor.

1. **Endorsement of the Contract**
	1. The Implementer may not deliver, endorse or transfer to another or others any portion of its rights and/or undertakings pursuant to this Agreement unless the Client has agreed to this in writing and in advance. For this purpose, the employment of workers for a wage, whether according to the rate of work or according to the amount of time worked, will not be deemed the delivery and/or endorsement of the Work to another, on condition that an employer-employee relationship has existed between the parties.
	2. If the Client has given its consent to the endorsement of the Agreement as stated above, this consent will not release the Implementer from its responsibility and undertakings pursuant to the Agreement, and the Implementer will bear the full responsibility for any act and/or omission of the executors of the Work, their proxies and their employees.
2. **Securities**
	1. Upon completion of the Work, and against payment of the final account as stated in Section 9.2 below, the Implementer will deposit with the Client an autonomic bank guarantee of NIS 50,000 (hereinafter: “**Warranty Guarantee**”), in the form attached as **Addendum H** of this Agreement, which will remain in force for 12 months from the aforementioned date of delivery.

The Client may redeem the Warranty Guarantee and/or any portion thereof, in the event that the Implementer has breached one of its undertakings regarding responsibility and maintenance pursuant to this Agreement and has not corrected the breach within 7 days of receipt of a written notice in this regard.

1. **Partial accounts and interim payments**
	1. On account of the Contract Fee, the Implementer will be entitled to receive interim payments on the basis of completed stages of work as detailed below:
		1. An advance of NIS 145,000 (which reflects 10% of the estimated Contract Fee for Stage A of the Work) will be paid to the Implementer upon commencement of the Work.
		2. An additional advance of NIS 145,000 will be paid to the Implementer within 30 days of the date of commencement of the Work.
		3. At the end of each calendar month, the Implementer will submit to the Client a cumulative account, in which the Implementer will detail the quantities of the completed Work that have actually been executed by it from the date of commencement of the Work up to the last day of the calendar month in which the account was presented, and the value of the portions of the Work which have been executed by it as stated, where the value is to be calculated according to the unit prices in the Quantity Document (hereinafter – “**Interim Account**”).
		4. The Implementer may not include in the Interim Account work which has been completed by it up to the start of the calendar month just prior to the calendar month for which the Interim Account is being submitted and which was not included in the previous Interim Accounts (for example, work executed in the month of January and not reported in the Interim Account for the months of February and March (i.e. in the accounts submitted to the Client in March and April)).

In addition, the Implementer may not include in the Interim Account work executed not in accordance with the plans and the specifications unless it was asked to execute it by the Client in the framework of a “change order” delivered to the Implementer in writing.

* + 1. The Implementer will attach to each Interim Account the measurement pages, the plans, the calculations of quantities and the explanations required for the examination of that account. The Client will examine each Interim Account and will approve it or amend it as it sees fit.
		2. Out of the amount approved by the Client for payment of the Interim Account, the Client will deduct all the interim payments made up to the aforementioned date and any other amount owed to the Client by the Implementer up to the date of payment.

The balance will be paid to the Implementer as an interim payment (hereinafter – “**Interim Payment**”) within 30 days of the end of the month in which the account was presented, i.e. “current month + 30 days”, and if this date falls on a Saturday or holiday, that payment will be made on the first weekday following.

* 1. It is hereby agreed that approval of the Interim Accounts and/or the making of Interim Payments as stated above will not under any circumstances be deemed as a final approval of the execution of the Work or its quality, and that every Interim Payment will be deemed as an advance on account of the Contract Fee.
	2. Despite everything written in this Agreement, it is agreed that payment demands for Interim Accounts (excluding the advances mentioned in Sections 8.1.1 and 8.1.2 above) up to a grand total of NIS 896,000 will be issued by the Implementer in the name of Migdal Insurance Ltd. or any other company in accordance with the instructions of the Client and will be paid by it directly to the Client.
1. **Final account**
	1. Upon completion of the Work, the Implementer will present the Client with a final account in which it will give details of the amount owed to it for the completion of the Work, less all the payments made to it on account of the Contract Fee and will attach to it a declaration signed by it according to which it confirms that upon receipt of the approved balance of the amount in the final account, it will have no contentions or claims against the Client for this Contract, in the form attached to this Contract as **Addendum D**. The Implementer will also attach to the final account all the diary summaries, Work plans (“as made” plans updated after the execution) and any additional document or approval which the Implementer must submit under this Contract (hereinafter – “**Additional Documents**”). The Client will examine the account and approve or amend it as it sees fit.
	2. Out of the amount approved for payment as stated above, all the amounts which the Client is entitled to deduct will be deducted, and the balance, if any, will be paid to the Implementer within 30 days of the date of approval of the final account.
2. **Liability of the Implementer**
	1. The Implementer will be responsible for any defect and/or damage and/or discrepancy discovered in the Work or in any portion thereof for the entire period in which the Client bears liability toward any person or body whatsoever in connection with the Project.
	2. Without derogating from what is stated in this Contract, the Implementer will be liable for any discrepancy, as this term is defined in the Law of Sale (Apartments) 5733-1973 (hereinafter: “**Law of Sale**”) including all its amendments from time to time, which are discovered in the Work and for the periods fixed in the Law of Sale, and it undertakes to repair them immediately upon the demand of the Client.
	3. The Implementer undertakes strictly to fulfill all the provisions of law applying to the execution of the Work, and without derogating from the generality of what is written above, the Implementer undertakes to receive every confirmation, license or permit as they are required for the purpose of executing the Work.
	4. The Implementer is responsible for any damage caused during or as a result of the execution of the Work itself or to the property of any person or legal entity whatsoever. The Implementer is liable toward any third party for damage caused during the execution of the Work or in connection with its execution. The Implementer will compensate the Client for any amount or expense which the Client has paid or laid out for any damage caused as stated and for which the Implementer is liable as stated above.
	5. The Implementer undertakes that during the entire period of the execution of the Work, it will take out and maintain contractor work insurance, employer liability insurance for workers employed by it, property insurance for equipment brought by it to the Site and compulsory insurance for vehicles used by it in the execution of the Work. The Contractor and the Client will be additional insured bodies in the aforementioned insurance of the Implementer.
3. **Status of the Implementer**
	1. The Implementer is an “independent contractor”, and no employer-employee relationship exists between it and the Client, nor any principal-agent relationship, and the Implementer will not have the power to accept any undertakings in the name of the Client. The workers of the Implementer and all those employed by it will not be considered in any case whatsoever as workers of the Client.
	2. In each of the following instances, the Client may remove the Implementer from the Site, prevent it from continuing to execute any work whatsoever and complete the Work by itself or in any other manner and for this purpose make use of all the materials, equipment and installations brought by the Implementer and/or sell them and make use of the consideration to cover any amount owed to the Client by the Implementer under this Agreement:
		1. If the Implementer (if it is a body corporate) is in the process of dissolution or liquidation or a receiving order has been given against it or an arrangement has been made with or in favor of its creditors.
		2. If the Implementer has endorsed the Agreement in part or in full to another.
		3. If the Implementer has abandoned the execution of the Agreement.
		4. If the Implementer has not commenced the execution of the Work or it has not continued the execution pursuant to the provisions of this Agreement or if it has ceased executing it without the written permission of the Client.
		5. If the Implementer has committed a breach of any of its other undertakings under this Agreement and has not corrected the breach within 7 days of the date on which the Client demanded this of it.
	3. The dismissal of the Implementer under this Chapter above does not mean the annulment of the Contract by the Client.
	4. The Implementer will be prevented from contending that it has any right whatsoever on the Site or in the equipment or materials, and it will have no right of lien whatsoever.
4. **Supplying manpower**
	1. The Implementer confirms that it is the sole employer of the Contractor and of all the workers on its behalf, and it is responsible to them in everything connected with employer-employee relations.
	2. The Implementer, at its own expense, will pay all the expenses involved in supplying the required manpower for the execution of the Work, including wages, payments to the National Insurance Institute and income tax (if it is obligated to do so by law) for them. The Contractor further undertakes to provide the authorities with all the details and documents required by them in connection with what is written above and to fulfill all the provisions applying in this matter.
	3. Without derogating from what is stated in this Section above, it is hereby agreed as follows:
		1. The Implementer hereby declares that it has made a declaration regarding the employment of workers under Regulation 8 of the National Insurance Regulations (Collection of Insurance Fees), 5714-1954 and undertakes to provide the Client with a confirmation of this from the National Insurance Institute no later than 3 days following the date of signing of this Contract.
		2. The Implementer undertakes to ensure that the manpower working for it at the Site is employed pursuant to the provisions of the Employment Service Law, 5719-1959 and the regulations passed under it.
		3. The Implementer undertakes to insure its employees with retirement insurance, including coverage in the event of occupational disability and survivors, and in any even no less than what is determined by law.
	4. The Implementer undertakes to ensure that the manpower working for it at the Site is employed pursuant to the provisions of law, including the provisions of the Immigration Administration and the provisions of the Employment Service Law and has a permit to work in Israel and a valid residence permit and that it will not employ illegal aliens.
	5. The Implementer may not house and/or lodge workers or others at the Site in any manner whatsoever.
	6. The Implementer will fulfill every demand of the Supervisor in the matter of the removal from the Site and replacement of any person employed by the Contractor. A person who has been removed due to such a demand will not be returned for employment by the Implementer at the Site or in another place where work is being implemented for the needs of this Contract, directly or indirectly, without the approval of the Supervisor.
5. **Breaches and remedies**
	1. The provisions of the Law of Contracts (Remedies for Breach of Contract), 5731-1970 will apply to this Contract. Nothing in the provisions of this Section derogates from any right or remedy under the Contract or its Addenda.
	2. The Client may deduct any amount owed to it by the Implementer pursuant to the provisions of this Contract from any amount owed to the Implementer at any time whatsoever by the Client; in addition, the Client may collect it from the Implementer by any other means, including by way of realization of the securities.
	3. The payment of compensation or the execution of deductions does not in and of itself release the Implementer from its undertakings to complete the Work or any other undertaking under this Contract.
6. **General**
	1. The Parties agree that the sole court authorized to hear any matter connected with this Contract or resulting therefrom is the court of Tel Aviv-Yaffo, and no other court will have jurisdiction.
	2. Disputes of any kind whatsoever (including monetary) will not be grounds for the cessation of the Work on the part of the Implementer or any other kind of delay whatsoever of the orderly execution of the Work being done by it.
	3. The terms of this Agreement and the documents attached thereto above reflect what has been agreed and stipulated between the Parties, and the Parties will not be bound by any promises, declarations, agreements and undertakings, oral or written, which are not included in this Agreement and made, if any, before its signing. Any change to this Agreement must be done in writing and with the signature of the Parties.
	4. The addresses of the Parties for the purpose of this Agreement are those shown in the Preface of the Agreement.

Any notice sent by one Party to the other at the above addresses will be deemed to have reached its destination 72 hours after having been given for delivery by registered mail, and if sent by facsimile or hand-delivered – it will be deemed to have reached its destination on the first business day after the day of its transmission.

**In witness thereof the Parties have signed at the place and on the date appearing above**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Client Implementer

**Addendum D**

**Absence of Claims Confirmation Form**

We the undersigned, \_\_\_\_\_\_\_\_\_\_\_ hereby confirm that I have received today from **Forescout Technologies Israel Ltd., company no. 512944174** the sum of NIS \_\_\_\_\_\_\_\_\_\_\_, which constitutes the balance of the amount owed to me to pay off the final Contract Fee for the Work executed by me (hereinafter – “**Work**”) pursuant to the Contract between us dated \_\_\_\_\_\_\_\_\_ (hereinafter – “**Contract**”), and for the additional work ordered by them (Gaash) as an addition to the Contract Fee.

We hereby declare and confirm that I do not and will not have any claims and/or contentions of any kind whatsoever against the Client and/or against anyone acting on its behalf in connection with the aforementioned Contract and/or involved therewith or resulting therefrom.

**In witness thereof we have signed:**

**Today the \_\_\_ of the month of \_\_\_\_\_\_\_\_ year \_\_\_\_\_\_\_\_**

**Addendum E**

**SCHEDULE**

**Execution period – from the date of receipt of approval for the execution of the Work and up to 5 months following that date.**

**Milestones:**

|  |  |
| --- | --- |
| **Months from date of signing** | **Activity** |
| First month | Construction of plaster walls, air conditioning systems, infrastructure for sprinklers, electrical systems and preparation of pipes for low voltage and telecommunications |
| Second | Electricity infrastructures and infrastructures for low voltage and telecommunications, closing of plaster walls, spackling and first coat of paint, plaster ceilings and infrastructure for detachable ceiling |
| Third | Floor leveling, pouring of concrete floor, installation of electrical accessories and boards, wiring of telecommunications and low voltage lines |
| Fourth | Installation of partitions and glass doors, carpentry work, paint finish, closing of ceilings and operation of systems, cleaning company before populating |
| Fifth | Installation of office furniture |
| 1st – 4th months | Renovation of core area (which does not appear in the architectural plan) |

**Addendum F**

**BANK GUARANTEE FORM**

 Date: \_\_\_\_\_\_\_\_\_\_\_\_

To

**Forescout Technologies Israel Ltd., company no. 512944174**

Dear Sir:

Subject: **Bank Guarantee No. \_\_\_\_\_\_\_\_\_**

According to the application of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter – “**Implementer**”), we hereby guarantee to you in an absolute and unconditional guarantee for the payment of any amount up to a total of NIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NIS), linked to the Construction Input Index pursuant to the linkage terms fixed below (hereinafter – “**Guarantee Amount**”), which you are demanding from the Implementer in connection with the Contract dated \_\_\_\_\_\_\_\_\_ between you and the Implementer.

Any amount demanded from us in connection with this written guarantee up to the amount of the guarantee will be paid by us with the addition of linkage to the Construction Input Index under the following terms:

If on the day on which we pay you any amount whatsoever under this written guarantee, the Construction Input Index last published prior to the actual payment (hereinafter – “**New Index**”) is higher than the index published on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter – “**Base Index**”), we will pay you that amount increased at the same rate as the New Index has risen against the Base Index. The term “Construction Input Index” or “Index” will mean the Price Index of Inputs in Residential Construction published by the Central Bureau of Statistics. If the Base Index is replaced or if the method for calculating its value is replaced, and if it is published by another body instead of the aforementioned Bureau, a calculation of the changes in the index will be done by you for the purpose of this Section.

We undertake to pay you any amount (up to the Guarantee Amount) the payment of which is demanded by you within two working days from the date of receipt of your first demand in writing, without requiring you to base or justify your demand, and without you having first to demand the payment of this amount from the Implementer.

This guarantee will remain in effect until \_\_\_\_\_\_\_\_ (inclusive), and after this date it will be null and void, unless it is extended at the request of the Implementer previously.

If a part of the Guarantee Amount is demanded for payment, the balance of the Guarantee Amount will remain as a guarantee to you until the date of termination of this written guarantee on the date shown above and in accordance with the aforementioned terms.

This guarantee is irrevocable.

This guarantee may be encumbered and endorsed.

Respectfully,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bank

**Addendum G**

**Declaration of the Contractor**

I the undersigned, Ahmed Abu Ayish, ID 34766212 (Registered Contractor Number 28684), hereby declare that I am solely responsible for the safety of the Project being executed for **Forescout Technologies Israel Ltd., company no. 512944174** (hereinafter – “**Customer**”) at the Site located in Ziv Towers, 24 Raoul Wallenberg Street, Ramat Hahayal, Tel Aviv, including areas on the 6th floor of Tower D in the Project (hereinafter – “**Site**”), including all the work being done there, including that of subcontractors and/or others.

I declare that I am aware that starting from the date of signing of this Declaration, I am the “head contractor” and “construction implementer” in connection with the execution of the undertakings and provisions detailed in the Work Safety Order [New Version] 5730-1970 and in the Work Safety Regulations (Construction Work) 5748-1988, that the Work will be executed by me as head contractor and implementer of construction and under the direct and continued management of a foreman to be appointed by me for this purpose.

My responsibility as “head contractor” as stated above will apply with regard to all the kinds of work to be executed during the execution of the Project until its completion, and I will be responsible for the aforementioned execution with regard to all the contractors / suppliers to be employed in the Project, whether by me or by the Client, until the termination of all the work and completion of the Project.

I undertake to notify the district labor supervisor in the Ministry of Labor on the date required by law of the receipt of overall responsibility for the execution of work in the Project and the appointment of a foreman on my behalf at the Site, and I will transmit a copy of the confirmation of the appointment to the Client.

It is agreed that nothing written here imposes on me any responsibility whatsoever for the quality of work not executed by me.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_