

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**") effective as of 25 of September 2016 (the "**Effective Date**"), is made and entered into by and between **RIDER APP LTD.** a company organized under the laws of England and Wales with company No. 9850092, of 6th Floor Cardinal House 20st Mary Parsonage Manchester, United Kingdom M3 2LG (the "**Company**") and **S&D DEVELOPMENT & MARKETING APPLICATIONS LTD.**, a company incorporated under the laws of The State Of Israel, with company No. 515521912, with its address at 15th Kanfei Nesharim street; 2nd Floor, Jerusalem, ISRAEL, Postal: 9546427 (the "**Services Provider**") (each of the Company and the Services Provider shall be referred to herein as a "**Party**" and collectively, the "**Parties**").

WHEREAS the Company is engaged in the business of taxi services applications on mobile and internet platforms; and

WHEREAS the Services Provider is engaged in the development and maintenance of software applications and provides marketing services via internet and mobile platforms; and

WHEREAS the Company operates, develops and plans to develop certain products in the mobile and internet platforms (the "**Products**")

WHEREAS the Company wishes to engage the Services Provider to provide the Company with certain services as to the Products as specified in this Agreement, and the Services Provider agrees to provide the Company such services; and

WHEREAS the Parties wish to set out in writing the contractual basis under which the Services Provider shall provide services to the Company, all as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Preamble and Exhibits

- 1.1. The preamble to this Agreement constitutes an integral part hereof.
- 1.2. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2. Scope of Services

2.1. The Company wishes to engage the Services Provider to provide the Company with the following services (collectively, the "**Services**"), in accordance with the instructions of the Company, from time to time, and the Services Provider agrees to provide such Services:

- 2.1.1. Development and maintenance services regarding all of the Company's

- Products, being operated, developed or planned, including without limitation the mobile taxi services application, including but not limited to:
- 2.1.1.1. Continuing the development of the Products and adding new features;
 - 2.1.1.2. Regularly updating and upgrading the Products;
 - 2.1.1.3. Technical support for the Products, to ensure an uninterrupted day-to-day operation;
 - 2.1.1.4. Training and consulting;
 - 2.1.1.5. Security patch upgrading and update;
 - 2.1.1.6. Customizing the Product for compatibility with new versions of the existing mobile and internet platforms.
- 2.1.2. Marketing and advertising services, including but not limited to:
- 2.1.2.1. Administering online advertising campaigns on the leading advertising platforms;
 - 2.1.2.2. Managing the engagement with publishers;
 - 2.1.2.3. Managing the engagements with advertisers;
 - 2.1.2.4. Facilitation of press releases and coordination of media mentions and appearances.
 - 2.1.2.5. Follow-up of inbound contact by potential customers.
- 2.1.3. Products Maintenance Services and Customer Support, including but not limited to:
- 2.1.3.1. Providing continuous support to the end-users, including operating and maintaining of a CRM system for the Products.
 - 2.1.3.2. Maintaining the merchant accounts and payment systems, if applicable.
 - 2.1.3.3. Exercising quality control of the software of the Products and bug fixing.
- 2.1.4. Such other development and support services as may be required by the Company from time to time.
- 2.2. The Services Provider acknowledges and agrees that the Company may instruct it to grant part or all of the Services directly to any one of its subsidiary companies and undertakes to provide such Services in accordance with the Company's instructions, as may be requested from time to time.
- 2.3. For the purposes of this Agreement the Company shall be the sole party responsible for the compensation to be paid to the Services Provider for its Services, as specified in Section 3, whether the Services hereunder are provided to the Company or to any one of its subsidiaries.

3. Compensation

- 3.1. As a full consideration for any and all of the Services provided under this Agreement, the Company shall pay the Services Provider a fixed lump-sum monthly

compensation in the amount of NIS 100,000 plus VAT to the extent applicable (the "Services Fee").

3.2. It is acknowledged that in determining the aforesaid Services Fee the Parties evaluated the scope of work which is anticipated and expected to be performed by the Services Provider, however within 30 days from the expiration of the first 3 months commencing from the Effective Date, the Services Provider and/or the Company may notify the other party hereto that the actual amount of the services included within the Services is different from the estimation, and in such event the Parties shall amicably renegotiate the amount Services Fee to reflect the actual scope of services performed of the Services Provider.

3.3. The Services Fee shall be paid by the Company within thirty (30) days of receipt of an invoice issued by the Services Provider, for a preceding month.

3.4. All Services Fee due under this Agreement will be settled in Israeli currency (herein and above "NIS"), unless otherwise mutually agreed by the Parties.

4. Duties and Taxes

4.1. To the extent applicable, the Company may withhold any withholding tax pertaining to the payments of the Services Fee.

4.2. Without derogating from the generality of the foregoing in Section 4.1, each Party shall be responsible for its own taxes.

5. Confidentiality

5.1. The Services Provider acknowledges that all material and information supplied by and/or related to the Company and/or the Services, which has or will come into its possession or knowledge in connection with its performance hereunder, including all materials and/or information which have been developed in the framework of this Agreement are to be considered the Company's confidential and proprietary information, including all aspects of the Work Product/s (as defined below) and associated documentation, the Intellectual Property and Moral Rights (as defined below), all Company documentation, codes, algorithms, designs, technologies, ideas, designs, processes, information and know-how contained in, or which form the basis for the Company's business, including without limitation, any additions, modifications or enhancements, and any supplier lists and customer lists, and all reproduction, marketing, product development, financial and business information and other proprietary information of the Company and the Company's contractors and clients (the "**Confidential Information**").

5.2. The Services Provider's undertakings and obligations under this Section will not apply, however, to any Confidential Information which: (i) is or becomes generally known to the public through no fault of the Services Provider's part, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by advance written authorization of the Company.

5.3. Upon termination of this Agreement or at any other time upon request, the Services

Provider will promptly deliver to the Company all notes, memoranda, records, reports, files, documented codes and other documents (and all copies or reproductions of such materials) in its possession or under its control, whether prepared by the Services Provider or others, which contain Confidential Information. Without derogating from the above, the Service Provider is entitled to preserve any copies of the Confidential Information that it is obligated and/or ought to keep under applicable law and to present the Confidential Information to legal authorities as and if it must, under applicable law, to do so. A Disclosure of information to legal authorities, as aforesaid, shall not be considered a violation of this agreement by the Service Provider.

- 5.4. The Services Provider acknowledges that Confidential Information is the sole property of the Company.
- 5.5. The Services Provider acknowledges that disclosure of such information to, or use by, third parties, either during or after this Agreement, will cause the Company irreparable damage.
- 5.6. The Services Provider agrees to use best efforts to hold Confidential Information in the strictest confidence, to implement reasonable security measures to protect the Confidential Information, not to make use of it other than for the performance of its obligations hereunder, to release it only to its employees or contractors with a need to know such information and not to release or disclose it to any other party. The Services Provider will notify the Company in writing of any circumstances within its knowledge relating to any unauthorized possession, use, or knowledge of such Confidential Information. At any time, upon request, the Services Provider will return any such information within its possession to the Company, with respect to section 5.3.

6. Intellectual Property Rights

6.1. Ownership and Title

- 6.1.1. All materials, ideas, concepts, codes, know-how, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual work, data, information and other items, expressions, works of authorship or work product of any kind, including without limitation, any additions, modifications or enhancements (collectively, the “**Intellectual Property**”) that are authored, produced, created, conceived, collected, developed, discovered or made by the Services Provider either alone or in collaboration with others, or which relate in any manner to the Services and/or to the Confidential Information and/or which have been developed as part of this Agreement (collectively to be referred to as “**Work Products**”), shall be the sole property of the Company and shall not be in joint work.
- 6.1.2. The Services Provider further acknowledges and agrees that all the Work Products (and all rights therein, including, without limitation, all patents

and/or copyrights and/or any other interest/s) shall be deemed “works to hire” by it for the Company, and therefore shall be the sole and exclusive property of the Company. To the extent that the Work Products are not deemed “works made for hire” under applicable law, then the Services Provider hereby irrevocably, exclusively and perpetually does hereby sells and transfers (and/or assigns, if such sale and/or transfer is not possible for whatever reason) to the Company and its designees, without further compensation, and on a world-wide basis, all right, title and interest in and to all the Work Products, including, without limitation, all patent and/or copyright and/or any other interest/s and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work Products, and agrees to promptly execute all documents reasonably requested by the Company for the purpose of applying for and obtaining domestic and foreign patent and/or copyright registrations, subject to the Company bearing all the related reasonable costs.

- 6.1.3. The provisions of the aforementioned paragraph shall also apply to all modifications, upgrades and/or improvements made to the Work Products.
- 6.1.4. The Company shall have the sole right to determine the method of protection for any such Work Product, including the right to keep the same as trade secrets, to file and execute patent applications thereon, to use and disclose the same without prior patent application, to file registrations for copyright or trademarks thereon in its own name or to follow any other procedures that the Company deems appropriate.
- 6.1.5. The Services Provider agrees to disclose promptly and to ensure that its employees, independent contractors or consultants engaged in the Services disclose promptly in writing to the Company all such Intellectual Property.
- 6.1.6. The Services Provider and the Company agree that any patents, trademarks or copyrights and any other rights and/or interest that may be issued relating to any of the Intellectual Property produced by the Services Provider’s employees, independent contractors or consultants while engaged in such development effort and resulting from the Services Provider’s having access to Confidential Information shall be in the name of and assigned to the Company, and the Services Provider further specifically agrees that each such person shall enter into said undertakings in writing. The Services Provider shall ensure that its employees, independent contractors and consultants engaged in such development effort waive any and all claims to any right in Intellectual Property created by such employees, independent contractors and consultants, and the Services Provider shall be liable to the Company for damages or losses arising out of its failure to comply with this protection.

6.2. Moral Rights

The Services Provider hereby irrevocably transfers and assigns to the Company any and all Moral Rights (as defined below) the Services Provider may have in or with respect to the Intellectual Property. To the extent that the Services Provider cannot assign such rights, it hereby waives and agrees never to assert such rights against the Company or any of the Company's licensees. If the Services Provider has any rights to the Intellectual Property that cannot be assigned to the Company or waived by it, the Services Provider unconditionally and irrevocably grants the Company, during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense throughout multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display, by all means now known or later developed such right. In addition, the Services Provider agrees to obtain such assignment, waiver, covenant not to assert such rights, or license from any subsidiary, subcontractor, or employee who creates, either in whole or part, the Intellectual Property. "Moral Rights" shall mean any right to (i) divulge a copyrighted work to the public; (ii) retract a copyrighted work from the public; (iii) claim authorship of a copyrighted work; (iv) object to any distortion, mutilation or other modification of a copyrighted work; or (v) any and all similar rights, existing under judicial or statutory law of any country or jurisdictions in the world, or under any treaty regardless of whether or not such right is called or generally referred to as a moral right.

6.3. The Services Provider agrees that its obligations under this Section 6 shall survive the termination of this Agreement.

7. Reports

The Services Provider agrees to keep the Company advised during the term of this Agreement of its progress hereunder, and if requested by the Company, will prepare written or verbal reports with respect thereto, in a reasonable detail. The time required for the preparation of such reports shall be considered included in the Services, and the Services Provider shall not be entitled to any additional compensation with respect thereto.

8. Term and Termination

8.1. This Agreement shall continue until terminated in accordance with the terms hereof.

8.2. This Agreement will be in full force and effect for a period of one (1) year commencing on the Effective Date and shall be automatically renewed at the lapse of the said year and at the end of each subsequent year provided that the Parties may terminate this Agreement any time after the first year, for any reason or for no reason, by giving written notice to the Services Provider of such intent to terminate not less than 30 (thirty) days prior to the date on which such termination is to become effective. In addition, this Agreement may be promptly terminated at any time by the Parties if the other Party: (a) becomes subject or party

to proceedings in bankruptcy, winding up or liquidation, (b) makes any assignment for the benefit of its creditors, or (c) breaches any one or more of the provisions hereof.

- 8.3. Upon termination or expiration of this Agreement, each Party shall diligently cooperate with the other to affect a smooth and orderly transition. From the time that a notice of termination is received by either Party until the effective termination date, each Party shall cooperate fully with any newly appointed party performing the duties contemplated thereunder.
- 8.4. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither Party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales.
- 8.5. The Parties hereto agree that their respective rights, obligations and duties, which by their nature extend beyond the termination of this Agreement, including, but not limited to, the provisions of Sections 3 - 6 and 9 - 11 shall survive any termination or expiration of this Agreement and remain in full force and effect.

9. Co-operation

The Services Provider agrees to co-operate with the Company, for no extra charge except the reimbursement of its reasonable out-of-pocket expenses, in any proceedings which may be brought by the Company for the enforcement of its rights against any third parties or against the Company by third parties.

10. Services Provider as an Independent Contractor; No Agency

- 10.1. Nothing contained in this Agreement is intended or is to be construed to constitute the Company and the Services Provider as partners or joint ventures, or the Services Provider as an employee or agent of the Company, or the employees or agents of the Services Provider as employees or agents of the Company.
- 10.2. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.
- 10.3. The Services Provider agrees to indemnify and hold Company harmless to the extent of any obligations imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with any payment made to the Services Provider for the Services.

11. Miscellaneous

- 11.1. This Agreement is the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings between them. No modification, alteration or amendment shall be effective unless in writing and duly signed by an authorized representative of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- 11.2. If one or more provisions of this Agreement are held to be illegal or unenforceable

to proceedings in bankruptcy, winding up or liquidation, (b) makes any assignment for the benefit of its creditors, or (c) breaches any one or more of the provisions hereof.

8.3. Upon termination or expiration of this Agreement, each Party shall diligently cooperate with the other to affect a smooth and orderly transition. From the time that a notice of termination is received by either Party until the effective termination date, each Party shall cooperate fully with any newly appointed party performing the duties contemplated thereunder.

8.4. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither Party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales.

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10.2. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

10.3. The Services Provider agrees to indemnify and hold Company harmless to the extent of any obligations imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with any payment made to the Services Provider for the Services.

11. Miscellaneous

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11.2. If one or more provisions of this Agreement are held to be illegal or unenforceable

under applicable law, such provision(s) shall be limited or excluded to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

11.3. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties to this Agreement, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

11.4. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without regard to the conflicts of law provisions thereof, and the competent courts of Tel-Aviv, Israel shall have exclusive jurisdiction.

11.5. The Services Provider may not assign any of its rights or obligations under this Agreement or any portion thereof without the written consent of the Company. Any attempted assignment not having such consent shall be void and without effect.

11.6. Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective executors, administrators, successors and permitted assigns of the Parties hereto.

11.7. All notices, requests, demands or other communications, which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed, if sent or delivered to the applicable party's address (as first written above), to have been duly given: (i) on the date of delivery if personally delivered by hand, (ii) upon the seventh day after such notice is deposited in the mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) upon the third day after such notice is sent by an internationally recognized overnight express courier, (iv) by e-mail to the parties at their respective e-mail addresses, provided that such transmittal is electronically confirmed, or (v) by facsimile upon confirmation of receipt by the recipient of such notice. Either party hereto may change the address to which such communications are to be directed by giving written notice to the other party hereto of such change in the manner provided above.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year set forth above.



RIDER APP LTD.

By: MARITALE EMANUEC

Title: DIRECTOR


S&D DEVELOPMENT & MARKETING
APPLICATIONS LTD.

By: MOSHE YAKOBI

Title: MANAGER

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MOBILE: 07510 766145

Rider App Limited
Company No 09850092

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