

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into effect as of October 1, 2015, by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** ("IEDC") and **ATID EDI LTD.**, a corporation established under the laws of the State of Israel ("Contractor"). In consideration of the mutual undertakings and covenants set forth herein, the parties agree as follows:

1. DUTIES OF CONTRACTOR

Contractor shall provide to the IEDC the following services: The Contractor shall serve as the official Commercial Representative of the State of Indiana for the purpose of attracting, expanding, and retaining foreign direct investment (FDI) from the State of Israel (the "Region") to Indiana. The Contractor shall further oversee all activity in the Region on behalf of the IEDC and perform the duties outlined in Exhibit A, attached hereto and incorporated herein by reference.

2. CONSIDERATION

A. All Services performed by Contractor under this Contract must be authorized by the IEDC. Total remuneration for the Services under this Contract shall not exceed **Thirty Five Thousand and 00/100 Dollars** (\$35,000) (the "Contract Amount"). The Contract Amount consists of the following:

- (1) Commencing on October 1, 2015, Contractor shall be paid monthly remuneration in the amount of One Thousand and 00/100 Dollars (\$1,000) ("Monthly Remuneration"); and
- (2) If earned, Contractor shall be eligible for a one-time incentive payment in the amount of Ten Thousand Dollars and 00/100 (\$10,000), pursuant to the requirements set forth in Exhibit B, attached hereto and incorporated herein by reference ("Incentive-Based Compensation").

Notwithstanding the foregoing or anything herein to the contrary, the total remuneration under this Contract shall not exceed the Contract Amount.

B. Contractor will submit an invoice at least fifteen (15) days prior to a scheduled payment date set forth in Exhibits A and B. Contractor shall submit with the invoice its monthly progress report, any other outstanding reports summarizing the Contractor's work under this Contract to date, and any other documentation reasonably requested by the IEDC to verify the Contractors' performance and as may be required to make a payment, the requirements of which are further described in Exhibit A.

3. TERM

This Contract shall commence on **October 1, 2015** and shall remain in effect through **October 31, 2017** (the "Expiration Date"). All work and/or services under this Contract must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date. **This Contract shall not be renewed.**

4. USE OF THE IEDC NAME

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Contract, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion. Notwithstanding the forgoing, Contractor may disclose the existence of this agreement to third parties and the capacity in which Contractor is acting under this agreement.

5. **ACCESS TO RECORDS**

Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at his/her respective office at all reasonable times during the Contract period, and for three (3) years from the date of final payment under the Contract, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

6. **ASSIGNMENT**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. Contractor shall not assign or subcontract the whole or any part of this Contract without the IEDC's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the IEDC, provided that Contractor gives written notice (including evidence of such assignment) to the IEDC forty-five (45) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

7. **AUDITS**

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

8. **AUTHORITY TO BIND CONTRACTOR**

~~Notwithstanding anything in the Contract to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute contracts on behalf of Contractor and has obtained all necessary or applicable approvals from the home office of Contractor to make this Contract fully binding upon Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.~~

9. **CHANGES IN WORK**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the IEDC. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. **COMPLIANCE WITH LAWS**

A. Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the IEDC and Contractor to determine whether the provisions of the Contract require formal modification.

B. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If Contractor violates any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Contract immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44-1-3 and other applicable law.

C. Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, Contractor agrees

that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until Contractor is current in its payments and has submitted proof of such payment to the IEDC.

- D. Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the IEDC may delay, withhold, deny, or apply under this paragraph shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- G. Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Contract. Failure to do so is a material breach of the Contract and grounds for immediate termination of this Contract and denial of further work with the IEDC and the IEDC shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify IEDC immediately and the IEDC, at its option, may immediately terminate this Contract.
- H. The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- I. The Contractor affirms that it will conform with all applicable laws including tax laws of the countries in which he resides and works on behalf of the IEDC.

11. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

As required by Indiana Code § 5-22-3-7:

- (1) the Contractor and any principals of the Contractor certify that
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) Indiana Code § 24-5-12 [Telephone Solicitations], or
 - (iii) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Contract, even if Indiana Code § 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
 - (A) except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and

- (B) will not violate the terms of Indiana Code § 24-4.7 for the duration of the Contract, even if Indiana Code § 24-4.7 is preempted by federal law.

12. CONDITION OF PAYMENT

All services provided by Contractor under this Contract must be performed to the IEDC's reasonable satisfaction, as determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local laws.

13. CONTINUITY OF SERVICES

Contractor recognizes that the services under this Contract are vital to the IEDC and must be continued without interruption and that, upon Contract expiration, a successor, either the IEDC or another Contractor, may continue them. Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby.

14. CONFIDENTIALITY OF INFORMATION

Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, Contractor promises and assures that data, material, and information disclosed to Contractor by the IEDC for the purpose of this Contract, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this paragraph and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of Indiana Code § 4-1-10 and Indiana Code § 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

15. CONFLICT OF INTEREST

A. As used in this paragraph:

- (1) "Immediate family" means the spouse and the unemancipated children of an individual.
- (2) "Interested party" means:
 - (a) The individual executing this Contract;
 - (b) An individual who combined with his immediate family has an equity interest of one percent (1%) or more of the Contractor, if the Contractor is not an individual; or
 - (c) Any member of the immediate family of an individual specified under subdivision 1 or 2.
- (3) "Commission" means the State Ethics Commission.
- (4) "Department" means the Indiana Department of Administration.

B. The Department may cancel this Contract without recourse by the Contractor if any interested party (i) is an employee of the State of Indiana or IEDC, (ii) is a state officer or special state appointee of the IEDC under Indiana Code § 4-2-6, or (iii) a public servant of the IEDC under Indiana Code § 35-44-1.

C. The Department will not exercise its right of cancellation under subparagraph B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this agreement and the employment, election or appointment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees, officers and special state appointees of the IEDC. The Department may take

action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this paragraph.

- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee, officer or special state appointee of the State of Indiana. The obligation under this paragraph extends only to those facts that the Contractor knows or reasonably could know.

16. DEBARMENT AND SUSPENSION

Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency, branch of government, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

17. DEFAULT BY IEDC

If the IEDC, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

18. DISPUTES

A. Should any disputes arise with respect to this Contract, Contractor and the IEDC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IEDC or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the IEDC for such costs. If the IEDC and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the IEDC may, at its discretion, exercise its termination rights in this Contract or take other action as the IEDC deems appropriate.

19. DRUG-FREE WORKPLACE CERTIFICATION

A. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Contract. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in Contractor's workplace.

B. It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to in good faith comply with the terms of this Paragraph shall constitute a material breach of this Contract and shall entitle the State to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of contract payments, the termination of this Contract and/or the debarment of the Contractor from doing further business with the Contractor and the State of Indiana for up to three (3) years.

- C. In addition to the provisions of above paragraphs, if the total Contract amount set forth in the Contract is in excess of Twenty-Five Thousand Dollars (\$25,000.00), Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and contracts from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
2. Establishing a drug-free awareness program to inform employees about:
 - (a.) The dangers of drug abuse in the workplace;
 - (b.) The Contractor's policy of maintaining a drug-free workplace;
 - (c.) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d.) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
3. Notifying all employees in the statement required by subparagraph (1.) above that as a condition of continued employment the employee will:
 - (a.) Abide by the terms of the statement; and
 - (b.) Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
4. Notifying in writing the Contractor within ten (10) days after receiving notice from an employee under subdivision (3.) (b.) above, or otherwise receiving actual notice of such conviction; and
5. Within thirty (30) days after receiving notice under subdivision (3.) (b.) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (a.) Take appropriate personnel action against the employee, up to and including termination; or
 - (b.) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1.) through (5.) above.

20. EMPLOYEE OPTION

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

21. FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. GOVERNING LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana without regard to principles of choice of law and suit, if any, must be brought in the State of Indiana, and the Contractor hereby consents to the personal jurisdiction of the Indiana state and federal courts.

23. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the IEDC and its agents, officials, and employees from all loss or damages, incurred by the IEDC as a result of a breach of any duty owed by Contractor to the IEDC as a client or as a result of a breach of this Contract. The IEDC shall not provide such indemnification to Contractor.

24. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party. Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

25. INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS

If the Contractor provides any information technology related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

26. INSURANCE

Contractor shall secure and keep in force during the term of this Contract, the insurance coverages requested by the IEDC to cover claims of any nature which may arise out of or result from this Contract and shall furnish a certificate of insurance and all endorsements to the undersigned IEDC representative prior to the commencement of this Contract. Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

27. KEY PERSON(S)

This Contract will be performed under the direction of **Sherwin Pomerantz** (the "Principal"). In the event the Principal is unable or unwilling to continue providing the services under this Contract, the IEDC may suspend or terminate this Contract. Nothing in this paragraph shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain

responsible for the performance of all necessary tasks, whether performed by a key person or others.

28. MERGER & MODIFICATION

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

29. NONDISCRIMINATION

Pursuant to Indiana Code § 22-9-1-10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment related to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the race, color, religion, sex, age disability, national origin or ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Contract also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

30. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

B. Notices to the Contractor shall be sent to:

Mr. Sherwin Pomerantz
Atid EDI Ltd.
Har Hotzvim Technology Park
POB 45005
Jerusalem 91450
Israel

Notices, statements or other communications shall be deemed delivered when received. As required by Indiana Code § 4-13-2-14.8, payments to Contractor shall be made via electronic funds transfer in accordance with the instructions filed by the Contractor with the Indiana State Auditor's Office, unless an exception to such requirement is approved by the Contractor and the State of Indiana. Payment shall be deemed delivered upon being transmitted pursuant to the written instructions of the Grantee.

31. ORDER OF PRECEDENCE

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract (including its exhibits), (2) Indiana Economic Development Corporation guidelines, (3) all request for proposal requirements and guidelines, and (4) the proposal submitted by the Contractor. All of the foregoing documents and attachments are incorporated herein fully by reference.

32. OWNERSHIP OF DOCUMENTS AND MATERIALS

At the end of each financial analysis, Contractor will transfer to the IEDC all the materials in Contractor's possession prepared for the IEDC or provided to the Contractor by the IEDC for that financial analysis. Upon termination, Contractor will transfer to the IEDC all the materials in Contractor's possession prepared for or provided by the IEDC under this Contract.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the IEDC and all such materials will be the property of the IEDC. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the IEDC, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this contract.

33. PAYMENTS

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8: Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

34. PENALTIES/INTEREST/ATTORNEY'S FEES

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

35. PROGRESS REPORTS

As more fully described in Exhibit A, Contractor shall submit progress reports to the IEDC monthly. The report shall be written. The progress reports shall serve the purpose of assuring the IEDC that work being performed is in line with the overarching goal of foreign direct investment attraction, expansion, and retention. The report combined with the data entered into the Customer Relationship Management database of the IEDC shall provide an overall common operating picture between the Contractor and IEDC.

35. SEVERABILITY

The invalidity of any paragraph, section, subsection, clause or provision of the Contract shall not affect the validity of the remaining paragraphs, sections, subsections, clauses or provisions of the Contract.

36. SUBSTANTIAL PERFORMANCE

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

37. SUCCESSORS AND ASSIGNEES

Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as set forth above, Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the IEDC.

38. TAXES

The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on Contractor as a result of this Contract.

39. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

40. TRAVEL & OTHER EXPENSES

All travel conducted under by the Contractor for official business as part of this contract must be paid for by the Contractor out of the funds provided in this contract. No travel and other expenditures made by Contractor will be additionally reimbursed by the IEDC unless specifically agreed to by the IEDC in writing. Expenditures made by the Contractor for travel will be incurred following the current State Travel Policies and Guidelines as specified in the current Financial Management Circular.

41. WAIVER OF RIGHTS

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval or acceptance of, nor payment for, ~~the services required under this Contract shall be construed to operate as a waiver of any rights~~ under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Contract.

42. WORK STANDARDS

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the IEDC becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

43. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the Contract.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

ATID EDI LTD.

By: [Signature] ATID E.D.I., LTD.
Sherwin Pomerantz עתיד אי.די.איי. בע"מ
51-160641-0-0 תברח מס' 51-160641-0-0
Its: PRESIDENT
Date: 9/3/15

INDIANA ECONOMIC DEVELOPMENT CORPORATION

[Signature]

Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=IEDC,
ou=Secretary of Commerce,
email=vsmith@iedc.in.gov, c=US
Date: 2015.09.04 11:43:56 -04'00'

Victor Smith, Secretary of Commerce

Date: _____

STATE BUDGET AGENCY

[Signature]
Brian E. Bailey, Director

Date: 9/17/15

EXHIBIT A

**REGION OFFICE CONTRACTOR
SCOPE OF SERVICES**

1. RESPONSIBILITIES OF THE CONTRACTOR:

A. Duties and Obligations: In the capacity as Representative of the IEDC Regional Office, the Contractor, commencing October 1, 2015, shall fulfill the purpose of this Contract by performing the following duties as directed by the IEDC including, but not limited to:

- (1) The primary responsibility of the Contractor is attraction of foreign direct investment from their region of responsibility to Indiana. Both initial foreign direct investment and expansion projects of existing foreign direct investment are of equal importance. The Contractor will also undertake activities in support of retention of current foreign direct investment.
- (2) The Contractor shall use its existing knowledge of businesses as well as research additional businesses in the Region in order to generate foreign direct investment leads. All generated leads shall be qualified prior to targeting.
- (3) The Contractor shall oversee development and execution of marketing plans for the Region. Marketing plans shall be developed in cooperation with the IEDC Office of International Business Development as well as the IEDC Marketing Department in order to ensure marketing plans meet corporate identity requirements and fit within the overall IEDC marketing efforts.
- (4) The Contractor is authorized to contract with necessary businesses to comply with the duties and responsibilities herein. Such contracts shall not invoice or implicate the IEDC.
- (5) The Contractor shall visit and establish liaisons with various government agencies, private industrial associations, banks, accountants, and consular offices in both the United States and the Region in order to maintain proper relationships and raise regional awareness of Indiana. Visits to the above will be conducted under the principle of "as much as required, as little as possible".
- (6) The Contractor shall represent the IEDC at major conferences, seminars, meetings and trade shows held in the Region. Participation in conferences shall be decided jointly between the IEDC's Vice-President of Business Development and the Contractor. The Contractor shall also assist and participate in trade shows and international development events attended by IEDC sponsored delegations.
- (7) The Contractor shall use the Customer Relationship Management (CRM) database of the IEDC as the primary tool for tracking and reporting of inquiries, prospects, and project tracking. The maintenance and development of data tools separate from the CRM shall be minimized. All data collected and created is and remains the property of the IEDC.
- (8) The Contractor, to the extent possible, shall assist other governmental and business officials of Indiana who may be traveling in the Region for the purpose of promoting capital investment in Indiana, as well as trade between Indiana and the Region. The Contractor shall notify the IEDC's Vice President of Business Development when such assistance results in work capacity issues.

- (9) The Contractor shall seek approval from the IEDC Vice President of Business Development prior to agreeing to accept delegations to the State of Indiana.
- B. Reporting Requirements:** In addition to the duties and obligations described above, the Contractor shall have the following reporting requirements under this Contract:
- (1) Reporting – The Contractor shall report to the Vice President of Business Development within the IEDC.
- (2) Monthly Written Reporting – The Contractor shall send to the IEDC's Vice President of Business Development, a monthly report summarizing his/her activities on behalf of the IEDC, in order to provide details not covered via CRM reporting and thus provide a common operating picture.
- C. Proof of Expenditures**
- (1) Expenditure Report – The Contractor shall file a Monthly Expenditure Report Form within fifteen (15) working days after the end of the month for which the services were provided. The Monthly Expenditure Report Form will be itemized by the budget categories outlined in the Budget, incorporated herein, attached hereto and made a part of this Contract as Exhibit C, which is attached hereto and incorporated herein by reference. The Monthly Expenditure Report will be submitted on a form prescribed by the IEDC and is herein incorporated and made a part of this Contract by reference.
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- (2) Copies of receipts must be attached to all Monthly Expenditure Report Forms. The Monthly Expenditure Reports must include names of individuals reimbursed or compensated, showing totals per month per individual. Original receipts do not need to be submitted, but must be retained by the Contractor with a copy of the monthly report.
- (3) All copies of the receipts must be accompanied by a detailed description, in English, of all expenditures, and expenses shall be converted into US Dollars.

2. PAYMENTS BY THE IEDC:

- A.** Payment of the Contractor by the IEDC – The amount that the IEDC will pay the Contractor for fulfilling the terms of this Contract shall not exceed the Contract Amount, and payment shall be made in accordance with the terms of this Exhibit A and the Contract to which this exhibit is attached.
- B.** Monthly Remuneration – The IEDC will pay the Monthly Remuneration in accordance with the payment schedule outlined in Exhibit B and the provisions of Paragraph 2 of the Contract to which this exhibit is attached.
- C.** Prior Approval – The Contractor must obtain prior written approval from the Vice President of Business Development or the Controller of the IEDC before making expenditures from the following categories under the conditions described below:
- (a) Travel – Any business travel outside the Contractor's Region of responsibility.
- (b) Exhibiting at a trade show.
- (c) Salaries and Wages – The hiring of new full time or part time staff for administration of this project.

- (d) Gifts – Any gift exceeding \$50 in value for clients and potential clients. All gifts regardless of value to government officials must be approved by the IEDC.

3. FINANCIAL MANAGEMENT REQUIREMENTS:

- A. The Contractor shall have the obligation of payment of the expenses incurred by him or on his behalf in carrying out the Duties and Obligations hereunder. The IEDC and the Contractor agree that the IEDC's payments will not increase in any way the liabilities of the IEDC beyond that amount as stated in Paragraph 2 of this Exhibit. In addition to the other others of this Contract, the IEDC and the Contractor agree that payments of the Monthly Remuneration are contingent upon the Contractor completing and sending to the IEDC the monthly statements or letters and financial statements described in Subparagraphs 1(B) and 1(C) of this Exhibit. If the monthly statements or letters or the financial statements are not received by the 30th day of the month, subsequent payments may be held until receipt of the required documents.
 - B. With the exception of salary, the Contractor has the flexibility to move money between budget line items as required in order to conduct business.
 - C. Reimbursement of all travel shall be based on rates and accommodations that are reasonable and customary for the locale and the purpose of the travel.
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EXHIBIT B

**PAYMENT SCHEDULE
IEDC OFFICE – ISRAEL**

1. Total Remuneration permitted under this contract is \$35,000.00, which consists of the foregoing:
 - A. Monthly Remuneration in the amount of \$1,000 for professional services and operating expenses;
 - B. If eligible, no more than \$10,000 of Incentive-Based Compensation; and,
2. Payments: The following payments of Monthly Remuneration will be made after the first day and within five (5) working days of each of the months listed:

October-2015	\$	1,000
November-2015	\$	1,000
December-2015	\$	1,000
January-2016	\$	1,000
February-2016	\$	1,000
March-2016	\$	1,000
April-2016	\$	1,000
May-2016	\$	1,000
June-2016	\$	1,000
July-2016	\$	1,000
August-2016	\$	1,000
September-2016	\$	1,000
October-2016	\$	1,000
November-2016	\$	1,000
December-2016	\$	1,000
January-2017	\$	1,000
February-2017	\$	1,000
March-2017	\$	1,000
April-2017	\$	1,000
May-2017	\$	1,000
June-2017	\$	1,000
July-2017	\$	1,000
August-2017	\$	1,000
September-2017	\$	1,000
October-2017	\$	1,000
Total	\$	25,000

3. Incentive-Based Compensation

A. Definitions

As used in this Exhibit B, the terms listed below shall have the following meanings:

- (1) "Attraction Project" means the acquisition or creation and operation of a new or newly formed business located in the State of Indiana that requires the employment of Applicable Employees, as well as expansion projects that requires the employment of Applicable Employees. The term "Attraction Project" shall not, however, include an expansion of existing business facilities located and operated as a going concern in the State of Indiana to

the extent that such expansion is already reasonably anticipated to occur in the future without the assistance of Contractor.

- (2) "Applicable Employee" means each permanent, full-time employee, Indiana resident, new employee (as such term are defined in Indiana Code § 6-3.1-13-6) from whom Indiana withholdings are collected and who are paid an average hourly wage, before benefits, of at twenty-five dollars (\$25).
- (3) "Definitive Agreement" means a tax credit agreement under either the Economic Development for a Growing Economy Tax Credit Act, Indiana Code § 6-3.1-13-1, et seq., or the Hoosier Business Investment Tax Credit Act, Indiana Code § 6-3.1-26-1, et seq. between the IEDC and a Referred Company (as hereinafter defined) regarding a Project (as hereinafter defined), whereby the Project will result in the hiring of at least 25 Applicable Employees; and,
- (4) "Eligibility Period" means the period beginning on October 1, 2015 and ending on the Expiration Date, except that if this Contract is terminated pursuant to either Paragraph 21 or Paragraph 39 of the Contract, then the Eligibility Period shall end on the date of such termination.
- (5) "Project" means an Attraction Project undertaken by a Referred Company.
- (6) ~~"Referred Company" means a company in the Region referred by the Contractor to the IEDC.~~

B. Incentive Formula

Subject to the Verification Standards and the Payment Conditions described in subparagraphs 3(B) and 3(C) immediately below, should a Referred Company execute a Definitive Agreement during the Eligibility Period, the Contractor shall be eligible to receive the amount of and no more than Ten Thousand Dollars and 00/100 (\$10,000) as Incentive-Based Compensation.

C. Verification Standards

Contractor may be eligible for Incentive-Based Compensation only upon proof of the foregoing:

- (1) Documentation, in form and substance acceptable to the IEDC, establishing Contractor's involvement with and responsibility for bringing the Referred Company and the Project to the State of Indiana; and
- (2) Execution of a Definitive Agreement regarding a Project between a Referred Company and the IEDC.

D. Payment Conditions

- (1) If eligible, the Contractor shall be paid the Incentive-Based Compensation within thirty (30) days of the IEDC receiving documentation satisfying the Verification Standards. The requirements for Incentive-Based Compensation must be met by the Contractor within the term of this Contract in order to be payable under this Contract.
- (2) Payment of the Incentive-Based Compensation to the Contractor may not be assigned without the prior written authorization of the IEDC.

EXHIBIT C

COST CATEGORY	COST CATEGORY DESCRIPTION	DOCUMENTATION REQUIRED
Compensation & Benefits:		
Salaries/ Contract. Comp. ¹	Wages for services rendered	Receipt(s) for monthly services in foreign currency
Professional Services Fees ²	Fee for services rendered	Voucher for monthly fee(s) as per contract agreement
Office Operating Expenses		
Accounting and Bank Charges	Charges for accounting services and bank fees	Receipt(s) in foreign currency and/or US Dollars
Contract Services ³	All services provided by contractual agreement	Receipt(s) in foreign currency and/or US Dollars
Equipment	Purchase/Lease of office equipment	Receipt(s) in foreign currency and/or US Dollars
Insurance	Liability coverage in foreign offices	Receipt(s) in foreign currency and/or US Dollars
Office Cleaning	Cost to clean offices	Receipt(s) in foreign currency and/or US Dollars
Postage	Mailing and shipping costs	Receipt(s) in foreign currency and/or US Dollars
Security Deposit	Funds needed to secure office space required by landlord	Receipt(s) in foreign currency and/or US Dollars
Stationary & Supplies	Office supplies and stationery	Receipt(s) in foreign currency and/or US Dollars
Telephone & faxes	Local and long distance and fax charges	Receipt(s) in foreign currency and/or US Dollars
Utilities	Utility costs not covered under a lease agreement	Receipt(s) in foreign currency and/or US Dollars
Miscellaneous	Non- recurring expenses not otherwise classified	Receipt(s) in foreign currency and/or US Dollars
Other Operating Expenses		
Business Development ⁴	Costs for developing client relationships in foreign countries	Receipt(s) in foreign currency and/or US Dollars
Dues, Subscriptions & Reference	Dues and subscriptions for business use.	Receipt(s) in foreign currency and/or US Dollars
Printing & PR	Printing and advertising expenses	Receipt(s) in foreign currency and/or US Dollars
Representation	Conference and seminar fees to represent the State in the assigned foreign country	Receipt(s) in foreign currency and/or US Dollars
Temporary Services	Part- time assistance needed for trade shows & conferences	Receipt(s) in foreign currency and/or US Dollars
FDI Promotion ⁵	Cost for State-sponsored conferences, receptions, and trade shows, customary mementos and floral arrangements for foreign	Receipt(s) in foreign currency and/or US Dollars

¹ For all US citizens working in other countries, a 1099 form will be issued for all calendar year income/benefits

Social Security Number required on each claim for all U.S. citizens working in other countries

² For all US citizens working in other countries, a 1099 form will be issued for all calendar year income/benefits

Social Security Number required on each claim for all U.S. citizens working in other countries

³ Also includes fees for consulting services provided

⁴ Replaces the "Entertainment" category. The State does not allow any alcoholic beverages to be paid from State funds.

⁵ The State does not allow any expenditures of personal nature to be paid for from State funds

	dignitaries, customary greeting cards to send to foreign clients and dignitaries	
Training ⁶	Business training & development	Receipt(s) in foreign currency and/or US Dollars
Travel & Transportation	State-related business travel costs (in & out-of- country) such as lodging, airfare, meals, transportation costs and business phone calls.	Receipt(s) in foreign currency and/or US Dollars

⁶ Training must be given locally. No travel expenses can be accrued for this category without prior written consent