

CONTRACT MANUFACTURING AGREEMENT

This Contract Manufacturing Agreement (this "Agreement") is made as of this 15th day of October, 2020 by and between Diagnostear Ltd. registration number 514733765 of Kiryat Atidim 7, Tel-Aviv, Israel ("Diagnostear"), and Elcam Medical Agricultural Cooperative Association Ltd., of Kibbutz Baram Israel including its Affiliates (collectively, "Elcam").

WHEREAS, Diagnostear desires to engage Elcam to be its contractor for the manufacturing and supply of Diagnostear's Collector and Cassette Shell as identified on Exhibit A ("Product") and Elcam desires to contract manufacture and supply Product to Diagnostear,

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

1. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the following meanings:

- (a) "Affiliate" means any entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, a Party shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty one percent (51%) of the voting equity of the other entity (or other comparable ownership interest for an entity other than a corporation).
- (b) "Agency" means any applicable governmental authority involved in the regulation of or granting of approvals for the Manufacturing, handling, use, storage, import, transport, distribution, marketing, sale, reimbursement and/or pricing regarding the Product in the United States and in the European Union.
- (c) "Applicable Law" means all federal, state, local, national and supra-national laws, statutes, rules and regulations, including any rules, regulations, guidelines, or other requirements of regulatory authorities, that may be in effect from time to time during the Term and applicable to a particular activity and/or country or other jurisdiction hereunder.
- (d) "Approval" shall mean all registrations with and approvals from the Agency necessary to market and sell Product in the Territory.
- (e) "Available Manufacturing Capacity" shall mean the aggregate monthly manufacturing capacity of Elcam available to Diagnostear for the manufacturing of the Product during the Term as set forth in Exhibit B.
- (f) "Certificate of Compliance" shall mean a document identified as such and provided by Elcam to Diagnostear confirming that the Product has been Manufactured, as of the time of delivery, in conformance with the Product Specifications.

- (g) "cGMP" means the FDA's and European Union's current good manufacturing practices for medical devices, as specified in 21 CFR 820 and the FDA's and the European guidance documents, and ISO 13485 2016 equivalents or amendments (ISO), and any other good manufacturing practices as may be agreed upon by the Parties in the Product Specifications.
- (h) "Confidential Information" means any and all information exchanged between the Parties pursuant to this Agreement, regardless of whether such information is labeled or otherwise identified as being confidential. Without limiting the generality of the foregoing, Confidential Information shall include product plans, designs, schematics, specifications, development know-how, trade secrets, techniques, processes, procedures, algorithms, formulae, costs, prices, finances, marketing plans, business opportunities, research, contracts and customer information.
- (i) "Effective Date" means the last date of signature of this Agreement.
- (j) "FDA" means the United States Food and Drug Administration.
- (k) "Facility" means Elcam's manufacturing facility located at Kibbutz Baram or Dalton Industrial Park, Israel, as shall be determined by Elcam and communicated to Diagnostear prior to the establishment of the production lines.
- (l) "Generic Manufacturing Processes" means Inventions related to Tooling or manufacturing processes and methodologies which have an application outside the scope of this Agreement and which have been developed by Elcam prior to or during its performance under this Agreement, without any reference to or use of Diagnostear's Confidential Information, or the Product Specifications.
- (m) "Intellectual Property Rights" shall mean any and all right, title and interest in and to Inventions (whether patentable or not), and all patents, patent applications, copyrights, trademarks, trade secrets, trade names, service marks and other intellectual property relating thereto or arising therefrom.
- (n) "Inventions" shall mean all information, discoveries, knowledge, processes, procedures, devices, compositions of matter, skills, know-how, samples, trade secrets, designs, formulae, specifications, methods, techniques, compilations, software, algorithms, technical information, developments, inventions, enhancement, derivatives or improvements, modifications/adjustments or changes, whether patentable or not, and all works of authorship, data, reports and other materials.
- (o) "Manufacture/Manufacturing/Manufactured" shall mean operations in the acquisition of Tooling and other materials production, warehousing, packaging, labeling, and release of Products to Diagnostear.
- (p) "Party" means Diagnostear or Elcam, and "Parties" means Diagnostear and Elcam.
- (q) "Product" means the collector and the cassette shell (the plastic component of the cassette) of Diagnostear's diagnostic device according to Product Specifications.

- (r) "Product Inventions" shall mean all Inventions which relate to the Products or derive therefrom, and all Intellectual Property Rights generated in respect thereto, but excluding the Generic Manufacturing Processes.
- (s) "Product Specifications" means the Diagnostear specifications for the Product, as attached hereto in Exhibit A and incorporated herein and as may be amended from time to time by the Parties in accordance with the terms of this Agreement.
- (t) "Purchase Price" means the agreed upon price for the Products, as set forth in Exhibit C.
- (u) "Third Party" means any person, corporate, or non-corporate business entity that is not a Party to this Agreement.
- (v) "Territory" shall mean worldwide.
- (w) "Tooling" means all machines, machinery, tooling, molds, core and cavity parts, and other equipment (including plastic injections, cassette assembly and spares) required to manufacture the Product as listed in Exhibit B, which are at the sole ownership of Diagnostear and to Elcam during the term of this Agreement for the sole purpose of manufacturing the Product.

2. Intellectual Property

- A. Diagnostear shall have and retain all right and title to (i) Diagnostear's Confidential Information; (ii) the Product Specifications, except to the extent that the Generic Manufacturing Processes or Elcam Confidential Information is incorporated therein; and (iii) the Product Inventions (collectively, "Diagnostear Intellectual Property"). Except as expressly provided in this Section 2, neither this Agreement nor Diagnostear's disclosure of Confidential Information will be deemed by implication or otherwise to vest in Elcam any rights in any Diagnostear Intellectual Property. It is further clarified that, notwithstanding anything to the contrary herein, Diagnostear shall be entitled to freely use, exploit, implement and commercialize any Diagnostear Intellectual Property, at its discretion and without need for any license or consent, and that any right or title arising therefrom or relating thereto shall be the sole and exclusive property of Diagnostear.
- B. Diagnostear hereby grants Elcam for the Term of this Agreement a revocable, royalty-free and non-transferable right to use the Diagnostear Intellectual Property solely for the purpose of Manufacturing the Product exclusively for Diagnostear in accordance with the terms of this Agreement. Elcam shall not use any of the Diagnostear Intellectual Property in any manner other than for the supply of the Product hereunder.
- C. Diagnostear agrees that Elcam shall have and retain all right and title to (i) the Generic Manufacturing Processes; and (ii) Elcam Confidential Information (collectively, "Elcam Intellectual Property"). Neither this Agreement nor Elcam's

disclosure of Elcam Confidential Information will be deemed by implication or otherwise to vest in Diagnostear any rights in any Elcam Intellectual Property.

- D. Diagnostear Intellectual Property conceived, made or generated by Elcam shall be promptly reported to Diagnostear but otherwise maintained in strict confidence by Elcam. Elcam shall assign, and shall ensure that all of its employees, contractors, consultants, and agents assign to Diagnostear all right, title and interest, including copyrights and other Intellectual Property Rights, in and to Diagnostear Intellectual Property. Elcam waives unconditionally and irrevocably any moral rights in and to any such Diagnostear Intellectual Property. Each of the Parties' Intellectual Property shall be deemed such Party's Confidential Information.

3. Prices

Diagnostear shall pay Elcam the price ("Purchase Price") specified in the attached Exhibit C for each Product as well as such other consideration as set forth therein. The Purchase Price shall be subject to such adjustments as set forth in Exhibit C.

4. Manufacturing, Quality and Servicing of Tooling

- A. Subject to Sections 5.A and 5.D, Diagnostear hereby grants Elcam the exclusive rights, perpetually and irrevocably to manufacture [REDACTED] Collectors of the first [REDACTED] Collectors manufactured by, for, and/or under a license from Diagnostear, as of the Effective Date (the "Manufacturing Rights").
- B. Subject to the payment mentioned in section 4(E) below Elcam will within fifteen (15) months of the Effective Date, establish a production lines for the Product with a capacity of up to [REDACTED] Collector units per year, and a [REDACTED] Cassette Shell units per year, and commits to manufacture and deliver Products in the quantities and time frames listed on accepted Purchase Orders as provided in Section 5 below.
- C. Elcam shall ensure that all Products supplied hereunder are manufactured, packaged and labeled in accordance with the Product Specifications, this Agreement, cGMPs, the conditions of any applicable Approvals and Applicable Laws. Products will be manufactured to cGMP standards at the Facility and no part of the Product or material or sources of material with which it is manufactured, or the location of the Facility, may be changed without Diagnostear's prior approval. The Parties will conduct their quality activities according to a Quality Agreement that will be negotiated and agreed between the Parties (the "Quality Agreement").
- D. Diagnostear shall have the right to make changes to the Product Specifications from time to time. Upon receipt of Diagnostear's request to change the Product Specifications, the Parties shall review such changes and Elcam shall implement such changes without delay unless such change cannot be implemented. Prior to the implementation of any such change, the Parties shall in good faith discuss any change of price for Product previously agreed to by the Parties affected by such change as well as the timeline and/or other implications of the requested change. The Parties shall agree in writing upon any applicable price or scheduling

adjustments for Product to be supplied under the proposed amended Product Specifications, including without limitation, any change to the Manufacturing process. Except as required by Applicable Law, no change to the Product Specifications will be made without the prior written mutual agreement of both Parties.

- E. Diagnostear shall pay Elcam a sum of US \$ [REDACTED] for the purchase of the Tooling and Manufacturing Services specified in Exhibit B. Payment shall be done as specified in the payment schedule detailed in Exhibit B. Elcam shall be responsible for the procurement of all necessary labor and facilities, including all premises, equipment, machinery, heat, light and power, sufficient for the manufacturing of the Product.
- F. During the Term, and while in Elcam's possession, routine maintenance of the Tooling and assembly equipment will be carried out by Elcam at Elcam's expense as specified in Exhibit B. Such maintenance will not harm Elcam's timely performance and delivery of Products under the terms to this agreement. Diagnostear will be responsible, upon its approval, which shall not be unreasonably withheld or delayed, for any other non-routine costs relating to the Tooling, including without limitation refurbishment or replacement of faulty, non-performing and/or broken Tooling and/or assembly equipment not damaged by the negligence or willful misconduct of Elcam, which shall not derogate from Elcam's commitments to deliver the Products under approved Purchase Orders, provided that if such repairment or replacement of Tooling prevents from Elcam the timely supply the Products under a Purchase Order, , the Parties will discuss in good faith a revised supply schedule.
- G. Elcam will develop, document and adhere to contingency plans to facilitate the continuous supply of Products to Diagnostear. Such contingency plans will be provided to Diagnostear and will include, without limitation, Elcam's plans for the maintenance of materials adequate to meet demand, preventative Tooling maintenance plans and inventory safety stock.

5. Forecasts and Purchase Orders

- A. During the Term, but only after annual collector sales will cross a threshold of [REDACTED] Products or annual cassette sales will cross a threshold of [REDACTED] Products, on the 4th quarter of each year Diagnostear will provide a non-binding planning forecast of two (2) years ahead for the applicable component to enable Elcam to analyze and replenish the missing capacity that needed to facilitate the forecast demand with accordance to Elcam policy. Without derogating from the above, within 6 months from the date of signature Diagnostear shall provide Elcam with a written monthly rolling forecast updated at the beginning of each month for a twelve (12) months period ahead ("Forecast") with the first two months being firm and binding purchase orders for Product. The requirements for the next four month period of each Forecast shall constitute a firm and binding authorization to Elcam to purchase raw materials, purchased components and packaging materials to manufacture that quantity of Products plus 10%. The remaining months of each

Forecast shall constitute non-binding estimates of Product requirements for the period described and shall be used by Elcam for planning purposes only.

- B. Within 10 days following receipt of each Forecast, Elcam shall provide Diagnostear with an acknowledgment of Elcam's ability to provide Product in accordance with such Forecast ("Ability Notice"). If Elcam believes it will not be able to fully fulfill Purchase Orders placed in respect of such Forecast, Elcam shall immediately notify Diagnostear of its inability, including the underlying reasons for such inability, and the proposed remedial measures, and the Parties shall use bona fide good faith efforts to determine a solution for meeting Diagnostear's demand of Product.
- C. During the Term, Elcam shall manufacture, sell and deliver Product to Diagnostear and Diagnostear shall purchase and take delivery of such quantities of Product as may be ordered by Diagnostear under purchase orders placed in accordance with, and pursuant to, this Section 5 ("Purchase Orders").
- D. Purchase Orders shall be placed on Diagnostear's Purchase Order form, specifying quantities of Product and delivery dates at least 60 days in advance of requested delivery dates and in accordance with the one before last most recent Forecast. Diagnostear shall be obligated to purchase and Elcam shall be obligated to deliver by the required delivery date set forth therein such quantities and type of Product as are set forth in each Purchase Order issued and accepted in accordance with this Agreement. Any pre-printed terms of a Purchase Order and/or terms inconsistent with the terms of this Agreement shall not apply unless explicitly preapproved in writing by Elcam. Elcam shall be required to accept the Purchase Orders duly provided by Diagnostear to Elcam for all such amount of Product falling within Elcam's Available Manufacturing Capacity. Notwithstanding the foregoing, in the event that Diagnostear submits a Purchase Order for a month requesting Product in an amount greater than the Available Manufacturing Capacity for such month (such amount, an "Excess Amount") and Elcam believes that for any reason it will be unable to supply Diagnostear with the Excess Amount by the delivery date set forth in the Purchase Order, Elcam shall provide Diagnostear with written notice of such inability, including details thereof, within 10 days of receipt of the applicable Purchase Order, and shall use commercially reasonable efforts to produce such Excess Amount as soon as possible. Elcam's inability to provide the Excess Amount shall not constitute a breach of this Agreement. Without derogating from the foregoing, in the event that Elcam is unable for reasons attributed to Elcam and/or its suppliers and/or of its undertakings under this Agreement to meet Diagnostear's demand for a quantity of Product set forth in a Purchase Order which does not exceed the Available Manufacturing Capacity for a continuous period of more than 90 days, then Diagnostear shall have the right to terminate this Agreement in accordance with the terms of Section 10.B. below, and notwithstanding the provision of the Manufacturing Rights under Section 4.A. above, Diagnostear shall thereafter be entitled to freely engage any Third Party for the supply of the Product.

6. Delivery, Title, Terms of Payment, and Expiry Dates

- A. Unless otherwise agreed to in writing by the Parties, Product shall be delivered to Diagnostear or Diagnostear's designee Ex-works Elcam's Facility (Incoterms 2020).

Each delivery of Product shall be accompanied by an invoice and a Certificate of Compliance, with respect to each lot contained in such delivery, and such other documents as may be required pursuant to the Quality Agreement. If any additional documentation not referenced in this Agreement or the Quality Agreement is required by Diagnostear, Elcam shall assist Diagnostear in obtaining such documentation at the cost and expense of Diagnostear.

- B. Terms of payment shall be net thirty (30) days from Diagnostear's receipt of a duly issued invoice. Unless the Parties agree otherwise, all invoices under this Agreement shall be paid in ILS.
- C. Title to the Product sold hereunder shall pass to Diagnostear upon delivery.
- D. All Product supplied to Diagnostear hereunder shall have expiration dating of no less than twenty-four (24) months from delivery.

7. Inspection and Returns; Recalls

- A. Products ordered hereunder will be subject to incoming inspection in accordance with the inspection requirements set forth in the Quality Agreement, if any. Payment for such Products within this period shall not constitute acceptance. Within forty five (45) days following Diagnostear's receipt of any Product, Diagnostear may reject and return (or destroy at Elcam's expense, if so directed by Elcam) any such Product which is not in compliance with the applicable Product Specifications, such Product's Certificate of Compliance, cGMP, the conditions of any applicable Approvals, Applicable Law as in effect at the time of Manufacture ("Defective Product"). In the case of latent defects which could not have been found through visual inspection by Diagnostear within such forty-five (45) day period, Diagnostear will notify Elcam in writing within thirty (30) days following Diagnostear's discovery or detection of such defects. Elcam shall as soon as is reasonably practicable, at Diagnostear's option, either replace the Defective Product without any cost to Diagnostear or credit Diagnostear for the amount of the Purchase Price for such quantities of Defective Product. If Elcam disagrees with Diagnostear's claim and the Parties are unable to resolve their differences, then each Party may refer the matter to an agreed independent specialized firm of international reputation agreeable to both Parties for final analysis, which shall be a final resolution of such issue, binding on both Parties hereto and not subject to dispute resolution pursuant to Section 14.E. If the Product is determined to have met the Product warranties in Section 11, then Diagnostear shall bear the cost of the independent laboratory testing pursuant to this Section 7.A. If the Product is determined not to have met such warranties, then Elcam shall bear the costs of such laboratory testing and Elcam shall (at Diagnostear's option) as soon as practicable either replace the defective Product without any cost to Diagnostear or credit Diagnostear for the Purchase Price of such quantities of Product.
- B. Diagnostear shall have the sole and absolute discretion as to whether to institute a recall in respect of Product. With respect to implementing any recall in respect of Product, Diagnostear and/or its designated customer shall make all contacts with the

applicable regulatory authority and shall be responsible for coordinating all of the necessary activities in connection with any such recall and Elcam undertakes to grant all reasonable support and documentations required. Diagnostear shall initiate a review and investigation with Elcam of the relevant facts underlying any problems related to Elcam that may result in a recall prior or concurrent with implementing any recall of any Product within the timelines set by any Applicable Law. Elcam shall use commercially reasonable efforts to investigate such recall. To the extent that the need for recall is a result of the Product manufactured by Elcam for Diagnostear having failed to conform at the time of delivery with the Product Specifications, cGMP, the conditions of any applicable Approvals, Applicable Law or the terms of this Agreement, due to the fault of Elcam, Elcam shall replace the recalled Product at no charge to Diagnostear and pay for the direct and reasonable out-of-pocket expenses, including administrative expenses, paid by Diagnostear to unrelated third parties for retrieval, transportation, inspection, and destruction of recalled Products. The Parties shall use reasonable best efforts to minimize recall costs and shall furnish to the other Party all reasonably requested documentation to evidence its claim for recovery under this Section and mitigate expenses for both Parties.

8. Manufacturing Records, Samples, Regulatory Authority

- A. At its own expense, Elcam shall keep and maintain complete and accurate records of its performance of Manufacturing services pursuant to this Agreement (the "Manufacturing Records"). The Manufacturing Records shall be prepared, maintained and retained consistent with generally accepted standards (i) in accordance with, and shall be subject to, the provisions of Applicable Laws; (ii) sufficient to demonstrate that any and all amounts invoiced to Diagnostear under the Agreement are accurate and proper in both kind and amount; and (iii) sufficient to demonstrate the accuracy of any representations or reports submitted to Diagnostear under this Agreement. Elcam will maintain all of the Manufacturing Records for the longest of the following retention periods that applies: (a) any period prescribed by Applicable Laws or stated expressly in this Agreement, and if no such period is stated or prescribed, then for seven (7) years after the manufacturing of any batch; (b) for records related to invoices, for three (3) years after payment of the invoice by Diagnostear; and (c) for records related to reports submitted to Diagnostear, for three (3) years after the report is submitted. At no additional cost to Diagnostear, Elcam will allow Diagnostear or its designees to inspect Manufacturing Records and the Facilities, and shall deliver to Diagnostear upon its written request copies thereof. Diagnostear shall be further entitled to make use of such Manufacturing Records in connection with its regulatory activities.
- B. Elcam, at its own expense, is responsible for retaining reasonable quantities according to its procedures (as long as such procedures meet its undertaking hereunder), of representative samples of each batch of Product delivered hereunder. Such amounts shall be stored and retained by Elcam for five (5) years following delivery of such batch. Elcam shall store such samples in a specially designated segregated area and shall otherwise store and handle such samples in compliance with cGMPs and Applicable Laws. Elcam shall supply to Diagnostear, upon

reasonable request in the event of a safety or efficacy concern (including in order to satisfy a request by an Agency or in the event of a dispute regarding compliance with the warranties contained in Section 11.A), reasonable quantities of such samples of a given batch of Product.

- C. Elcam shall comply with any Applicable Law that requires Elcam to: (a) allow representatives of any regulatory authority with jurisdiction over the manufacture or marketing of Product to tour and inspect all facilities utilized by Elcam in the testing, packaging, storage, and shipment of Product; (b) respond to requests for information from any regulatory authority having jurisdiction over the manufacture or marketing of Product; and (c) cooperate with such representatives in every reasonable manner. Elcam shall notify Diagnostear immediately whenever Elcam receives notice of a pending inspection regarding the Product by any regulatory authority with jurisdiction over Elcam's manufacture of Product or of any plant or facility which is used in the manufacture of Product. Diagnostear shall have the right to be present and participate in any such inspection. Elcam shall provide Diagnostear with a copy of adverse findings, regulatory letters or similar writings it receives from any regulatory authority setting forth adverse findings or non-compliance relating to any Product within two (2) business days of its own receipt, and, consistent with the Quality Agreement, shall ensure that a Diagnostear's representative is included in Elcam's process for responding to such notification and shall cooperate with Diagnostear in preparing such response. Elcam also shall provide Diagnostear with a copy of Elcam's written response to such regulatory authority within two (2) days of its submission thereof

9. Force Majeure

Any delay in the performance of any of the duties or obligations of either Party shall not be considered a breach of this Agreement, and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, or boycotts, (in each case that are not-related to the offending Party), fires, epidemics, explosions, floods, shortages of material or energy for reasons beyond the reasonable control of the Party or acts of judicial, military, or governmental authorities; or any other unforeseeable causes beyond the control and without the fault or negligence of the Party so affected. The Party so affected shall give prompt notice to the other Party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. If an event under this Section 9 affects Elcam's ability to supply Products ordered by Diagnostear, Elcam shall treat Diagnostear no less favorably than its other customers at the Manufacturing Facility and Diagnostear shall receive no less than that share of available supply capacity that is directly proportionate to the average percentage of Diagnostear's capacity usage at Elcam's Facility during the prior 12 months. If the performance of any obligation under this Agreement is delayed owing to a force majeure event for any continuous period of more than hundred eighty (180) days, the Parties hereto shall consult with respect to an equitable solution including the possible termination of this Agreement.

10. Term and Termination

- A. The term of this Agreement shall commence on the Effective Date and, shall continue until it is terminated in accordance with the terms of this Section 10 below ("Term").
- B. Upon the termination of this Agreement for any reason, and after Elcam has been paid all amounts owed hereunder Elcam shall cooperate with Diagnostear and any Third Party designated by Diagnostear, as applicable, to effectuate the transfer and delivery from Elcam to Diagnostear or such Third Party of all Tooling, and other Diagnostear Intellectual Property in their possession, free and clear of all encumbrances, in good working order (ordinary wear and tear excepted). Upon any termination of this Agreement, Diagnostear shall pay to Elcam (a) the Purchase Price for any Products manufactured to firm Purchase Orders (which Products shall be supplied to Diagnostear notwithstanding that the originally designated delivery date may take place after termination), (b) the cost of any reasonable work in process and (c) the cost of raw materials, purchased components and packaging materials ordered with authorization to meet the most recent Forecast, (to the extent Elcam is unable to use such materials and components for other products). If Diagnostear requires Elcam to cancel any authorized orders for raw materials, purchased components or packaging materials, Diagnostear shall be responsible for any cancellation costs or restocking charges incurred as a result.

Notwithstanding the above said, in the event DiagnosTear do not pay Elcam, the second and/or third payment according to the payment schedule (Exhibit B) due to Elcam Medical - Agricultural Cooperative Association Ltd. ("Elcam Medical") not investing its investment portion in the First or Second Milestone Closing as such terms are defined the Share Purchase Agreement, dated October 15, 2020 by and among DiagnosTear , BioLight Life Sciences Ltd. and Elcam Medical ("SPA"), Diagnostear shall have the right to terminate this Agreement immediately, and Elcam undertakes to cooperate with Diagnostear and any Third Party designated by Diagnostear, as applicable, to effectuate the transfer and delivery from Elcam to Diagnostear or such Third Party of all Tooling, and other Diagnostear Intellectual Property in their possession, free and clear of all encumbrances, in good working order (ordinary wear and tear excepted), and all without derogating with any of DiagnosTear's rights as a result of such failure of Elcam's Medical's payment obligations under the SPA.

- C. This Agreement may be terminated by either Party upon ninety (90) days prior written notice to the other Party if any material provision hereof is breached unless such breach is cured within ninety (90) days following notice specifying the breach.
- D. This Agreement may be terminated by Diagnostear in the event that Elcam do not approve Forecast quantities as set forth in Sections 5.A (within the Available Manufacturing Capacity) above and the Parties do not bona fide agree on a solution for meeting Diagnostear's demand of Product within sixty (60) days from Elcam 's Ability Notice and/or in the event Elcam is unable to meet demand, as set forth in Section 5.D above and in said event, such termination shall be effective sixty (60)

days after receipt of notice of Diagnostear's Purchase Order has not been fully fulfilled within such notice period

- E. This Agreement may be terminated by Elcam for convenience upon 18 months prior written notice ("Termination Notice"), provided that in such case, Elcam will support Diagnostear in selecting and qualifying an alternative supplier at Diagnostear's cost and expense. For a period of 6 months following Elcam's Termination Notice Diagnostear shall have the right to place Purchase Orders in the aggregate quantities of up to twice of the Product quantities actually purchased in the 18 months preceding such Termination Notice.
- F. This Agreement may be terminated by Diagnostear if the FDA and/or the EU regulatory authorities or ISO standards do not provide its Approval for the Products.
- G. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party shall (a) file in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction a petition in bankruptcy or insolvency or for reorganization or for arrangement or for the appointment of a receiver or trustee of that Party or its assets; (b) propose a written agreement of composition or extension of its debts; (c) be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof; (d) propose or be a party to any dissolution or liquidation; (e) make an assignment for the benefit of its creditors; or (f) admit in writing its inability generally to pay its debts as they fall due in the general course.
- H. This Agreement may be terminated by a Party if an event of Force Majeure specified in Section 9 shall continue for more than one hundred eighty (180) consecutive days.
- I. Unless otherwise permitted under this Agreement, within thirty (30) days subsequent to the expiration or termination of this Agreement, each Party shall return to the other Party all Confidential Information received from the other Party, including all copies thereof, and forward to the other Party all documents or materials created from such Confidential Information; provided, however, that each Party shall have the right to retain one copy of such Confidential Information in its confidential files to the extent retention of such Confidential Information is required by Applicable Law.
- J. Termination, expiration, cancellation or abandonment of this Agreement through any means and for any reason shall not relieve the Parties of any obligation accruing prior thereto and shall be without prejudice to the rights and remedies hereunder of either Party with respect to any antecedent breach of any of the provisions of this Agreement.

11. Representations and Warranties

- A. Elcam Representations and Warranties. Elcam hereby represents and warrants that:

- (a) Elcam has the full right, power and corporate authority to enter into this Agreement, and to make and effect the promises set forth in this Agreement, and to grant the rights herein, and that there are no outstanding agreements including without limitation, any confidentiality or non-competition agreements, assignments or encumbrances in existence inconsistent with the provisions of this Agreement and the Agreement is enforceable against Elcam. In the performance of its obligations hereunder, Elcam will not make use of any information to which it is restricted from disclosing or using due to contractual undertakings or by Applicable Law.
 - (b) Elcam has the requisite Facilities, resources, experience and expertise in the manufacture of FDA and CE-approved medical devices similar to the Product and to Manufacture and deliver to Diagnostear the Product in accordance with the terms of this Agreement.
 - (c) Elcam will make all commercially reasonable efforts to succeed in achieving full operational capability within 15 months from the Effective Date.
 - (d) The manufacturing Facilities and processes utilized for the Manufacture of the Products will, at the time of Manufacture, comply with cGMP requirements and regulations, the Product Specifications, the conditions of any applicable Approvals, this Agreement, and Applicable Laws.
 - (e) The Manufacturing processes used to Manufacture the Products will not, at the time of Manufacture and/or at the time of delivery of the Product, violate or infringe any patent, trade secret, copyright or trademark or other proprietary right of any third party. As of the Effective Date, Elcam has not received any charge, complaint, claim, demand, or notice alleging any interference, infringement, misappropriation, or violation of any Third Party intellectual property. To Elcam's knowledge, no Third Party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with the Elcam Intellectual Property, including but not limited to the Generic Manufacturing Processes. The above warranty shall not apply to any Manufacturing process which follows and/or is based upon written instructions and/or directions provided by Diagnostear and/or which have been developed and/or industrialized specifically in order to manufacture the Product.
 - (f) When delivered, title to the Products will pass to Diagnostear free from any security interest, claims, demands or other lien or encumbrance.
 - (g) At the time of delivery by Elcam to Diagnostear, the Products shall conform to the Product Specifications, the Certificate of Compliance, cGMP, Applicable Law, and the terms of this Agreement.
- B. Any warranty claim must be submitted by Diagnostear in writing within 24 months from the date of delivery of the applicable Product. Except as explicitly stated otherwise in this Agreement Elcam's sole obligation to Diagnostear and Diagnostear's exclusive remedy under this warranty is as follows:

- (a) Elcam will replace without charge to Diagnostear any unit of the Products found to be non-conforming within the terms of this warranty or, at Diagnostear's discretion, refund Diagnostear for the Purchase Price of the non-conforming Product. Diagnostear shall return such defective Product provided that freight is paid by Elcam. Replaced Product will carry this same warranty of 24 months from the date of replacement;
 - (b) Elcam will pay freight costs to ship any replacement unit(s) to Diagnostear.
- C. This warranty is non-assignable and does not apply to any defect attributed to Product design, or the use of materials or components furnished by Diagnostear or from sources specified by Diagnostear, or to any unit(s) of Product which has been subjected by a party other than Elcam, after delivery to Diagnostear, to (i) operating or environmental conditions beyond those normally expected for the Product based upon the materials specified; or (ii) improper application, improper maintenance or repair, improper installation, alteration, accident or any other negligent act or omission in use or handling (provided in all cases that Diagnostear does not prove that such conditions are not relevant to the defects). For the removal of doubt, it is understood that Elcam's capability to manufacture according to the terms of this Agreement relies on information provided by Diagnostear and that any discrepancy in such information shall revoke Elcam's above warranties
- D. Units of Products returned to Elcam which are not defective within the terms of this warranty will be returned to Diagnostear, and Diagnostear will reimburse Elcam upon invoice for return transportation charges and Elcam's normal hourly charge reasonably applicable to inspection of the unit.
- E. Except as explicitly stated otherwise in this Agreement, Section 11A sets forth Elcam's only warranties for the Products. ELCAM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ELCAM ALSO DISCLAIMS ANY IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR PREVIOUS COURSE OF PERFORMANCE.
- F. **General Representations and Warranties.**

Each Party represents and warrants to the other Party as of the Effective Date, as follows: (a) it is duly organized and validly existing under the laws of its state and/or country of organization; (b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (c) it has taken all necessary action on its part required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; (d) this Agreement has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor rights and

judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered in a proceeding at law or equity; (e) all necessary consents, approvals and authorizations required to be obtained by such Party in connection with the execution and delivery of this Agreement and the performance of its obligations hereunder have been obtained; (f) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder (i) do not and will not conflict with or violate any requirement of Applicable Law or any provision of the articles of incorporation, bylaws or any other constitutive document of such Party; and (ii) do not and will not conflict with, violate, breach or constitute a default or require any consent under, any contractual obligation or court or administrative order by which such Party is bound; and (g) such Party shall comply with all Applicable Laws related to such Party's activities to be performed under this Agreement.

G. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 11 ABOVE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USE OR OTHERWISE, ARE HEREBY EXCLUDED.

H. Except for liability for patent infringement, a breach of confidentiality, either Party's gross negligence or willful misconduct, will Elcam's total aggregate monetary liability for damages arising from all claims made during any continuous twelve (12) month period exceed the greater of (a) US \$100,000 and (b) fifteen percent (15%) of the aggregate amount of payments received by Elcam from Diagnostear for Products supplied to Diagnostear during such twelve (12) month period.

I. Diagnostear Representations and Warranties. Diagnostear hereby represents and warrants that:

- (a) To Diagnostear best knowledge, DiagnosTear has the full right, power and corporate authority to enter into this Agreement, and to make the promises set forth in this Agreement, and to grant the rights herein, and that there are no outstanding agreements, assignments or encumbrances in existence inconsistent with the provisions of this Agreement and that the Agreement is enforceable against Diagnostear.**
- (b) The Manufacture, marketing, sale and/or use of Product by Diagnostear will not violate or infringe any patent, trade secret, copyright or trademark or other proprietary right of any Third Party.**
- (c) Diagnostear shall have sole and exclusive responsibility for obtaining any and all third party approvals, permits and licenses, including without limitation, regulatory clearance and authorizations, required for the marketing, sale and use of the Product.**

12. Indemnification

- A. Elcam shall indemnify, defend and hold Diagnostear, its Affiliates, and their directors, officers and employees ("Diagnostear Indemnified Parties") harmless from and against any and all claims including but not limited to liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs, which the Diagnostear Indemnified Parties may hereafter incur, suffer or be required to pay arising out of or in connection with a third-party claim for bodily injury (including death) or property damage caused by (i) any non-conformance with Applicable Laws on the part of Elcam (ii) Elcam's failure to manufacture Product that conforms with the Specifications, cGMP, the conditions of any Agency or any non-conformance or deviation of any of the Products or their Manufacturing hereunder with the required quality or quantity requirements as set forth under this Agreement (ii) the gross negligence or willful misconduct of Elcam in the performance of this Agreement; (iii) breach of any of the representations, warranties and/or undertakings under this Agreement or any part thereof on the part of Elcam; or (iv) any Third Party claim of infringement of rights, including trademark rights, copyrights, patents, trade secrets, privacy rights, or contractual rights by or with regards to the Elcam Intellectual Property.
- B. Diagnostear shall indemnify, defend and hold harmless Elcam its directors, officers and employees ("Elcam Indemnified Parties") from and against any and all claims including but not limited to liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs, which Elcam Indemnified Parties may hereafter incur, suffer or be required to pay arising out of or related to: (i) any non-conformance with Applicable Laws on the part of Diagnostear; (ii)(i) breach of any of the representations, warranties and/or undertakings under this Agreement or any part thereof on the part of Diagnostear; or (ii) gross negligence or willful misconduct by Diagnostear in its performance hereunder; all except to the extent covered by Elcam's indemnification under Section 12.A; or (iii) the design, Specifications, final assembly, functionality, sale, use, marketing or safety of the Products (all except to the extent covered by Elcam's indemnification under Section 12.A), including without limitation, such which (i) result in injury, illness and/or death to any person or property damage (save for damage, injury, illness and/or death to any person or property resulting from events covered by Elcam's indemnification under Section 12.A) or (ii) allege that the design, Specifications, use, or functionality infringes any third party patent, copyright, trademark, trade dress, or any other intellectual property right.
- C. If either Party proposes to seek indemnification from the other under (A) or (B), above as the case may be, it shall promptly give notice to the other Party of any claim (a "Covered Claim") which it receives. The indemnifying Party will have sole control of the defense, settlement, or compromise of the Covered Claim and the indemnified party shall cooperate fully with the indemnifying Party, at the indemnifying party's cost and expense, in the defense of such claims. No settlement or compromise shall be binding on a Party hereto without its prior written consent, which will not be unreasonably withheld, provided that it shall not be considered unreasonable for the indemnified party to deny consent to a settlement if the settlement would require the indemnified party to admit any fault or wrongdoing or

would result in non-indemnified liability for the indemnified party. Notwithstanding anything to the contrary contained herein, the failure of the indemnified party to promptly notify the indemnifying party of any Covered Claim will not relieve the indemnifying party of its indemnification obligations except to the extent the indemnifying party is materially prejudiced by such failure to provide notice.

- D. NOTWITHSTANDING THE ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, REVENUES, PROFITS OR OPPORTUNITY, EVEN IF FORESEEABLE OR THE OTHER PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO THEIR OCCURRENCE. TO DISPEL ALL DOUBT, ANY CLAIMS MADE AGAINST A PARTY TO THIS AGREEMENT BY A THIRD PARTY THAT ARE THE SUBJECT OF AN INDEMNIFICATION OBLIGATION UNDER 12(A) OR 12(B) SHALL BE DEEMED DIRECT DAMAGES FOR THE PURPOSE OF THIS AGREEMENT.

13. Insurance

13.1 Elcam shall procure and maintain during the Term, and in respect of insurances issued on a Claims Made basis for an additional period of 36 months thereafter, at its sole cost and expense, the following insurances through a reputable insurance company for the performance of its obligations under this Agreement as set forth below:

- a) Combined Public and Products Liability Insurance, with limit of US\$ [REDACTED] per occurrence and in the aggregate subject to a worldwide territory definition (Excluding the US and Canada). The policy shall be extended to indemnify Diagnostear in case it is deemed liable due to the Product, subject to a cross liability clause, on a primary and non-contributory basis (only in respect of loss or damage due to the Product), and waiver of subrogation granted where permitted by Law, as required by written contract executed prior to loss; If Diagnostear will sell Products to US and Canada Elcam shall extend its policy territory definition to include US and Canada.
- b) Employers' Liability coverage with limits of [REDACTED] per claimant, per occurrence and in the aggregate;
- c) Extended Fire insurance or All risks, including earthquake, natural hazards, flood, and mechanical breakdown (machinery and electrical), water damage (including sprinkler leakage), for all fixtures, inventory, and equipment used in the performance of this agreement including consequential losses (loss of profits). Diagnostear shall be included as loss payee as their interests may appear (i.e. only in respect of Diagnostear's equipment under Elcam's custody or control). A waiver of subrogation towards Diagnostear and any one acting on its behalf shall apply

13.2 Upon execution hereof and thereafter, annually during the Term and upon the Company's written request from time to time, Elcam shall provide the Company with original certificates of insurance procured and maintained by Elcam with respect to any of the above.

- 13.3 Failure of Elcam to comply with the policies condition in good faith shall not derogate from the Diagnostear 's rights under the said policies;
- 13.4 Gross negligence exclusion, to the extent it exists, shall be deemed deleted; however, such cancellation shall not detract from the insured's obligations and the insurer's rights;
- 13.5 Elcam's insurances are primary and prior to any insurance carried out by the Diagnostear, and that the insurers expressly waive any claim and/or demand in accordance with article 59 of the Insurance Contracts Law 5741-1981. The aforesaid shall apply only in respect of loss or damage due to the Product.
- 13.6 Elcam shall be responsible for ensuring that any third parties engaged for the performance of services within the scope of this Agreement maintain insurances suitable to their activities and/or operations. Failure to procure the appropriate limits shall not relieve Elcam or any third-party of their obligations above.
- 13.7 Diagnostear shall procure and maintain during the Term, and in respect of insurances issued on a Claims Made basis - for an additional period of 36 months thereafter, at its sole cost and expense, through a reputable insurance company, Products Liability Insurance, with limits of [REDACTED] per occurrence and in the aggregate.

14. Confidential Information.

The obligations of the parties relating to Confidential Information shall be governed by the terms of the NDA signed between the Parties dated November 24, 2019, and section 8 (Confidentiality) to the Share Purchase Agreement which this Manufacturing Agreement forms Exhibit B thereto.

15. Miscellaneous

- A. **Headings.** The headings and captions used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the provisions of this Agreement.
- B. **Modification; Waiver.** This Agreement and the Exhibits may not be modified or amended except by a written instrument signed by both Parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the Party against whom the waiver is asserted.
- C. **Notices.** All notices required or permitted under this Agreement will be in writing and shall be considered as having been given if personally delivered, or if emailed with follow-up original mailed by first class mail, sent to the addresses set forth at the beginning of the Agreement or to such other addresses as may be designated in advance by a party giving written notice to the other party.
- D. **No Third Party Beneficiaries.** This Agreement has been entered into for the sole benefit of Elcam and Diagnostear. In no event will any other third party benefits or obligations be created thereby.
- E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, excluding any conflicts or choice of law rule or

principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The competent courts of Tel-Aviv-Jaffa shall have sole and exclusive jurisdiction over any and all disputes arising out of this Agreement and/or in connection therewith.

- F. **Independent Contractor.** Elcam's status under this Agreement is that of an independent contractor. All Elcam personnel shall be employees of Elcam and shall not be deemed an employee, agent, partner or joint ventures of Diagnostear for any purpose whatsoever. Neither Elcam nor any Elcam personnel shall have any authority to bind or act on behalf of Diagnostear.
- G. **Assignment.** Notwithstanding anything to the contrary that may be contained in this Agreement, neither Diagnostear nor Elcam may assign this Agreement without the prior written consent of the other Party, not to be unreasonably withheld, provided, however, that Diagnostear may assign this Agreement, without Elcam's consent, to (a) an Affiliate of Diagnostear; or (b) an entity that acquires all or substantially all of the business, share capital or assets of Diagnostear (whether by merger, reorganization, acquisition, sale, or otherwise) and agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment in contravention of the above shall be null and void and of no force or effect. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of the Parties.
- H. **Severability.** If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), that provision shall be severed or shall be modified by the Parties so as to be legally enforceable (and to the extent modified, it shall be modified so as to reflect, to the extent possible, the intent of the Parties) and the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.
- I. **Survival.** The following provisions shall survive the termination or expiration of this Agreement: Sections 2, 7, 8, 10.B, 10H, 10.I, 11, 12 and 13.
- J. **Entire Agreement.** This Agreement includes all Exhibits and Attachments, all of which are herein incorporated by reference. This Agreement contains the entire understanding of the Parties with respect to the matters herein contained.

IN WITNESS WHEREOF, the parties hereto have caused their authorized officers to execute this Agreement on the date last written above.

DIAGNOSTEAR LTD.

"Yaacov Michlin" (signed)

Name Yaacov Michlin

Title Chairman

Date October 15, 2020

**ELCAM MEDICAL -
AGRICULTURAL COOPERATIVE
ASSOCIATION LTD**

Name Amia Halperin / gal Kahu

Title CCO Elcam Medical / C.F.O.
A.C.A.L.

Date 15.10.2020 / 15.10.2020

Exhibit A: Product Description and Specifications

Deleted
intentionally

Exhibit B: Tooling, Manufacturing Services and Manufacturing Plan and Payment Schedule

Deleted
intentionally

Exhibit C: Purchase Price (US\$)

Deleted
intentionally