CODE FOR ISRAEL

To:
Mefatchim L'Israel Ltd. (Public Benefit Company), operating as Code for Israel
(hereinafter: "**Code for Israel**")

COMMITMENT LETTER

Further to the proposal we submitted through Code for Israel's website (the "**Proposal**"), we hereby declare and undertake to Code for Israel as follows:

Nature of the Project and How It Will Be Carried Out

1. The parties will jointly carry out a project aimed at providing a technology solution to a challenge faced by _____ [organization name, registration number / EIN, country] (the "**Partner**"), as described in detail in the Proposal (the "**Project**" or the "**Collaboration**").

2. As part of the Project, the parties will first carry out an in-depth scoping process, intended to fit the technology solution to the challenge faced by the Partner (the "**Scoping Phase**"). At the end of the Scoping Phase, Code for Israel will make a final decision to assign the Project to one of the following solution types:

   2.1 A solution based on implementing existing off-the-shelf technology products ("**Implementation**").

   2.2 A solution based on new technology development ("**Development**").

3. If, at the end of the Scoping Phase, it is determined that the best solution for the Partner is to implement an existing off-the-shelf product (Implementation), it is clarified and agreed that Code for Israel's activity in the Implementation phase will be limited solely to the following systems: (a) Monday.com; (b) Salesforce, and in each case only if the Partner already holds an active license and regularly uses that system on the date this letter is signed.

   If the Scoping Phase shows that the most suitable system for the Partner's needs is another system not listed above, Code for Israel's role will end upon delivery of the Scoping Phase outputs. In such a case, the Partner will bear full and sole responsibility for purchasing, implementing and maintaining the system independently and at its own expense, and the Partner will have no claim or demand against Code for Israel regarding the Implementation phase.

4. Any such change in the nature of the solution (Implementation or Development) will be coordinated between the parties. Alternatively, Code for Israel may notify the Partner that, in light of the Project's characteristics and after review, the Project cannot feasibly be carried out within the framework of Code for Israel's activities.

5. The milestones and timelines for carrying out the Project will be set out in a work plan to be sent at kickoff (the "**Work Plan**"). The Work Plan may change in line with Code for Israel's constraints, bearing in mind that this is a volunteer-based project. Notwithstanding the above, any professional change to the Work Plan will be made only with the prior written consent of both parties.

6. The Project will be carried out by Code for Israel volunteers and/or by any other party determined by Code for Israel at its discretion.

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7. The Partner will provide the information and contacts required to carry out the Project, and will appoint a project lead on its behalf who will be in direct contact with Code for Israel on all matters relating to the management and execution of the Project. The Partner will act in accordance with the Work Plan and will carry out the Project components under its responsibility, as determined from time to time.

8. During the Project, the parties will hold bi-weekly progress meetings, in addition to regular weekly meetings and ongoing tasks with the volunteer team. All meetings and joint work with the Partner will be held online only (e.g., via Zoom), and no in-person meetings are expected. Meetings will be scheduled at times reasonably convenient for both parties' time zones.

9. Code for Israel will work to achieve the Project's goals, but cannot guarantee that it will achieve any particular goal or that the Project (including the technology solution) will fit the Partner's needs. Without derogating from the generality of the above, it is agreed that the technology solution in the Development track will be an initial Minimum Viable Product (MVP), and accordingly, when delivered for the Partner's use under this letter, it may contain defects, bugs and malfunctions. The Partner hereby finally, absolutely and irrevocably waives any claim against Code for Israel and/or anyone on its behalf in connection with the achievement of the Project's goals, including Code for Israel's ability to meet the development specifications (as applicable) and/or the level of the technology development.

Partner's Representations and Undertakings

10. There is no prohibition, restriction or impediment of any kind applicable to the Partner, including under any law or agreement, to signing this letter and carrying out the Project under the terms set out above and below.

11. The Partner has adopted all decisions required to carry out the Project (including by the Partner's management and the relevant IT stakeholders). In addition, the Partner holds all required approvals, including from third parties, to carry out the Project, and is entitled to provide Code for Israel with the information required for it. The Partner bears full and sole responsibility for obtaining all consents required from third parties to carry out all components of the Project in accordance with the Work Plan, as a condition precedent to carrying out the Project.

12. Neither the Collaboration nor the Project constitutes, directly or indirectly, a breach of any duty applicable to the Partner under any law and/or agreement, including an infringement of third-party rights, and the Partner will refrain from any act and/or omission that may harm any third party and/or Code for Israel.

13. Within the Collaboration, the Partner and anyone on its behalf will act in accordance with all applicable laws, including all data protection and privacy laws that apply to the Partner (such as, as applicable, U.S. federal and state privacy laws, the EU or UK General Data Protection Regulation, and the Israeli Privacy Protection Law, 5741-1981), in connection with collecting and/or holding information about private individuals. The Partner manages any database of personal information in accordance with applicable law.

14. The Partner undertakes not to transfer to Code for Israel and/or anyone acting on its behalf any information that the Partner is not permitted to transfer under any law and/or obligation to third parties. The Partner will not transfer to Code for Israel any information that can identify private individuals.

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15. After the Project ends, as set out in the Work Plan, the Partner will continue to apply the Project outputs for a period of no less than 18 months (the "**Implementation Period**"). The Partner undertakes to regularly measure the success metrics defined for the Project in the Scoping Phase, and to report them to Code for Israel in periodic meetings and through update questionnaires sent from time to time. In these, the Partner will provide Code for Israel with information on the status of the Project, the success metrics as defined in the Scoping Phase and shown in the tracking dashboard, the execution of the organizational implementation plan agreed between the parties, and any other detail required to evaluate the Project's performance.

16. Upon completion of the Project, if the solution is aimed at target audiences and beneficiaries outside the organization, the Partner will use its best efforts to distribute the Project to the relevant audiences, including by carrying out marketing and training, providing staff, cooperating with third parties and/or carrying out other activities to be agreed between the parties.

17. The Partner will prepare activity rules / terms of use for the developments and/or the activity in them, which will be accessible at all times to participants in the Partner's activity and will reflect, among other things, the Partner's activity in the system and its use (as applicable).

Participation Fee and Related Costs

18. In consideration for participating in the Project, the Partner will pay Code for Israel a participation fee determined by the payment tier to which the Partner belongs, as set out in Appendix A. Payment will be made in U.S. dollars, by bank transfer to the account designated by Code for Israel, within 21 business days of the date the payment request is sent. Any bank or transfer fees will be borne by the Partner. The participation fee will be used, among other things, to fund the Project's organizational framework, in particular: management and scoping, matching and training volunteers, active support throughout the Project, structuring work methodologies and timelines, technical tools for volunteers (AI tools, Git, a platform for proofs of concept), and support during the pilot phase and training within the organization.

19. If a delay occurs in the set timelines that cumulatively exceeds 14 days, the Partner will pay a surcharge of 20% of the participation fee. In addition, Code for Israel may, at its sole discretion, stop carrying out the Project and remove it from its work plan, in accordance with Section 21 below. Payment of the surcharge does not derogate from this right, and the participation fee and surcharge paid will not be refunded to the Partner.

20. The Partner will bear the full costs of the products and services involved in carrying out and applying the Project, in particular the purchase of licenses for required off-the-shelf products and cloud services, as required. The Partner will also bear the costs required to maintain the Project outputs (including funding support from a dedicated software house and/or a systems maintenance company), as required for continued use of the Project outputs under this letter. Such costs are directly related to the nature of the Project and the services required to maintain it. For the avoidance of doubt, an estimate of the scope of maintenance required and its budgetary implications will be coordinated with and approved by the Partner already during the Scoping Phase, taking into account the Partner's budgetary capabilities.

Term

21. Code for Israel may end the Project by giving the Partner 14 days' written notice (the "**Notice Period**") for the following reasons: (a) lack of full commitment or cooperation by the Partner as

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required to carry out the Project; and/or (b) breach of the provisions of this letter by the Partner; and/or (c) other constraints that prevent the Project from progressing.

22. Twelve (12) months after the date this letter is signed, it will automatically expire, unless extended by prior written agreement of the parties, and the Partner will have no claim, demand or suit against Code for Israel in this regard (including failure to meet the Project goals and/or the Work Plan).

Release and Liability

23. As the Project is volunteer-based, Code for Israel and/or anyone acting on its behalf (the "**Volunteer Party**") will bear no liability whatsoever in connection with the Project and how it is carried out, including (but not limited to) in connection with its quality and/or the suitability of the technology solution and its components for the Partner and its needs. Accordingly, the Partner releases the Volunteer Party from all liability for any type of damage, whether directly and/or indirectly related to carrying out the Project, including for any action taken by the Volunteer Party in the course of carrying out the Project.

24. As the Project is volunteer-based, as between the parties, the Volunteer Party will in no event have any liability of any kind toward any third party for damages caused to it in connection with the Project and/or this letter, or any other matter related to the Project. The Partner hereby releases Code for Israel from any such liability and assumes full, absolute and sole responsibility toward any third party, including after the end of the engagement.

25. The Partner is liable to Code for Israel for any damage and/or loss caused to Code for Israel and/or anyone on its behalf as a result of an act and/or omission of the Partner and/or anyone on its behalf, including in respect of any claim of infringement of third-party rights. The Partner releases the Volunteer Party from any such liability.

Intellectual Property

The following provisions also apply to a Project in which a Development solution is applied:

26. Code for Israel will own all intellectual property rights in all Project outputs, including the components and/or developments made within the Project (the "**Project Outputs**"), and may treat them as their owner, without any limitation of any kind, including by granting a right of use to a third party at its sole discretion. The Partner will be granted a right to use the Project Outputs (the "**Right of Use**"). The Right of Use is granted free of charge and may not be transferred and/or assigned without Code for Israel's prior written approval.

27. A permanent and clearly visible credit will appear at the bottom of every page of the product developed in the Project, reading: "Built and developed by Code for Israel". The Partner undertakes not to remove, hide or change the credit, including as part of continued independent development of the Project Outputs as set out below, except with Code for Israel's prior written approval.

28. Code for Israel may revoke the Right of Use if, in its view, the Right of Use is used unreasonably and/or in case of concern of harm to a third party and/or a breach of law, subject to 7 days' prior written notice to the Partner.

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29. The Partner may continue developing the Project Outputs independently and at its own expense. In such a case, any new intellectual property created in the course of such development (the "**New IP**") will be owned by the Partner.

30. Subject to Code for Israel's approval, the Partner may use the Project Outputs for business activity that generates monetary consideration and/or increased revenue for the Partner.

General

31. All information about the Project and/or the volunteers and/or Code for Israel is confidential information. The parties undertake not to use, disclose or transfer such information to any person and/or entity without the other party's prior written approval, without limitation in time. The Partner will return to Code for Israel all confidential information in its possession within 7 days of Code for Israel's written demand.

32. The parties will publicize their Collaboration upon the Partner's acceptance into the Project and upon the Project's completion. In addition, the parties may make further publications about their activity in this Project, it being agreed that publications by the Partner will mention Code for Israel (by tagging it or linking to Code for Israel's website).

33. No employer-employee relationship of any kind will exist between Code for Israel and/or anyone on its behalf and the Partner.

34. The Partner may not transfer, sell, assign or pledge its obligations and/or rights under this letter to any person, corporation or entity without Code for Israel's prior written approval.

35. Any change to this letter will be made in writing and signed by both parties.

36. The Partner is aware that, in choosing to carry out the Collaboration with the Partner, Code for Israel relies on the Partner's representations and undertakings in this letter.

37. This letter will be governed by the laws of the State of Israel, and the competent courts in Tel Aviv-Jaffa will have exclusive jurisdiction over any dispute arising from it.

38. This letter is made in English. It may be signed electronically and in counterparts, each of which will be deemed an original.

39. This letter will take effect on the date it is signed by Code for Israel.

_____

Signature of the Partner's authorized signatory

Name: _____ Title: _____ Date: _____

We hereby approve the terms set out in this commitment letter:

_____

Mefatchim L'Israel Ltd. (Public Benefit Company) / Code for Israel

Name: _____ Title: _____ Date: _____

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Appendix A – Project Cost and Participation Fee

Project Cost and Funding Sources

1. The cost of the organizational framework required to carry out a project is approximately $25,000 (the "**Project Cost**"). It includes: management and scoping, matching and training volunteers, active support throughout the Project, structuring work methodologies and timelines, and technical tools for volunteers (AI tools, Git, a platform for proofs of concept).
2. The Partner bears a proportional share of the Project Cost, at a rate determined by its annual budget, as set out below. Code for Israel raises the remainder of the Project Cost through donations and dedicated resources, as part of its activity as a public benefit company.
3. For the avoidance of doubt, the Project Cost does not include or reflect the volunteer hours allocated to the Project. These hours are provided to the Partner fully pro bono, without consideration or charge, and their market value may amount to tens of thousands of dollars or more, depending on the scope and nature of the Project.

Participation Rates

Annual budget (previous fiscal year)	Cost share	Participation fee
Up to $500,000	8%	$2,000
$500,000 – $1.5 million	12%	$3,000
$1.5 million – $3 million	16%	$4,000
Over $3 million	20%	$5,000

Clarifications

4. Classification into a tier will be based on the Partner's declaration. Code for Israel reserves the right to request supporting documents to verify the data (for example, the Partner's most recent IRS Form 990 or audited financial statements).
5. The participation fee will be paid on the date set out in the commitment letter.
6. The amounts in the table above are the binding amounts for the purposes of this commitment letter. The participation rates express the Partner's proportional share of the Project Cost, and are not a calculation formula derived from the actual cost of any specific project.

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