Framework Agreement Terms of use of the information system

1. **General**

   Okoora Financial Services Israel, Ltd., Reg. No. 513906958 (hereinafter: **"Okoora"**) enables access to the website and use of the information system (jointly: the "**System**"), subject to the terms and conditions set forth below. The System is supplied to end clients in Israel by Okoora, in accordance with a distribution license provided to Okoora by AMP TECHNOLOGIES AG, Swiss company number CHE-415.202.922 and the services provided through the System are provided by companies having the authority licenses. In Israel, the services are provided by Horizon Trading Rooms Ltd., Reg. No. 513906958 and Global Financial Horizons Ltd., Reg. No. 513813394 in accordance with the relevant license held by each of them (the "**Operating Companies**") and separate agreements, which are attached hereto, that must be entered into by the Client with each of the Operating Companies.

   The System is provided to the client under a personal, limited, revocable and non-exclusive license, intended only for the client's needs and subject to the provisions of this Framework Agreement and any authorizations of use that will be granted to the client on the System. You must read these terms carefully before registering and using the system. By checking the box as part of the registration process you confirm that you have read these terms and understood them and that you undertake to comply with them. It is impossible to use the System without checking the box and approving the Terms of Use as aforementioned. If you do not consent to the Terms, in whole or in part, you may not use the System for any purpose.

2. **Use of the System**

   The client represents that it is not subject to any restriction, including personal, legal and/or contractual, to use the System and/or the services of the Operating Companies. To the extent that the client is an individual, the client represents that he/she is over the age of 18. The client undertakes to provide reliable information about their identity and hereby represents that he/she is not impersonating anyone else and is not an agent of any other entity other than the one he/she identified themselves as working for. If the client is a corporation, the person confirming the Framework Agreement on behalf of the corporation represents that they are an authorized signatory on behalf of the corporation and is authorized to bind the corporation to this Framework Agreement.

1. The client undertakes to protect the login codes and is aware that it is strictly forbidden to disclose them to any third party, and that it will immediately notify the Company in case the login codes are disclosed to any third party.

1. The client is responsible for ensuring that it has and will have at its disposal, at all times, appropriate computer hardware / backup measures / appropriate operating system and any relevant software for the proper use of the System.
1. Okoora may, in its sole discretion, refuse to accept an individual and/or a corporation as users of the System, or terminate such Client use of the System, without being required to give reasons for its decision.
1. Okoora and the Operating Companies, may, under their sole discretion, immediately block and suspend any activity of a user of the System, and even completely stop the client's use of the System, at any time, including and especially in cases where there is a suspicion that the client is making a prohibited / illegal use of the System and / or the client violates the terms of use of the System, all without prejudice to any right available to the Company in compliance with the provisions of any law.
1. It is clarified that the System is not a trading platform. The system presents information only and the Okoora does not hold the client's funds and / or assets and is not a counterparty to the client's transactions.
1. Okoora, may, under its sole discretion, allow or refuse to create multiple accounts for the same client in the System. In the event that multiple accounts are opened for the same client on the System, Okoora reserves the right to close any other account or consolidate the accounts and notify the client.
2. Certain features of the system may be offered through a website, mobile application or app marketplace, which may vary in the services offered through them and be subject to additional conditions and fees.

3. **System Usage Fees**

The fees for using the System are listed on the Okoora website. Such fees may be amended at any time, by an advance notice to the Client. Okoora or AMP may collect the Fees and/or receive other consideration from the Operating Companies, which provide the client with services in a financial asset and/or investment marketing services.

4. **Term & Termination**

   This Agreement shall be in force as of the date on which Okoora approves the Client as a client and shall continue until it is terminated pursuant to this Agreement.

   Each party may terminate the Agreement at any time, by a 14 days prior written notice to the other party. Each party may terminate the Agreement at any time, by an immediate written notice to the other party, in case of breach or suspected breach of the Agreement or the separate by the other Party.

Upon termination notice, Client must pay have to pay Okoora and/or the Operating Companies any outstanding balance, fees and incures expense by the end of the contract.

The terms of this Agreement shall continue to apply to acts and/or transactions that are pending on the date of termination and until their expiration date, unless of breach of contract by7 the Client, where Okoora and the Operating Companies may cease, close or cancel any transaction or order, in full or in part, without liability towards Client.

The Operating Company shall return to the Client the collateral that has not been realized, if any, within 30 days of the date of termination of the contract between the parties.

Notwithstanding the foregoing, Okoora and/or any of the Operating Companies, may, in its sole discretion, cause the immediate termination of the contract between the parties when one or more of the cases listed below occurs (each a "**Terminating Event**"):

If the client has not paid Okoora and/or the Operating Companies any amount due to it for the operations and transactions and/or does not provide Okoora and/or the Operating Companies with any asset due to them in respect of any operations or transactions and/or does not fulfill any other obligation to Okoora and/or the Operating Companies in respect of the operations and transactions.

If the Client has violated or does not comply with any of the terms of this Framework Agreement or any other obligation of the client, including and in particular in connection with the collateral

If the Client decides to voluntarily liquidate or if a bankruptcy petition is filed against the Client, a liquidation order is issued to the Client, a receiver, liquidator/trustee, or special manager (temporary or permanent) is appointed for the Client and/or a receivership order is issued on the Client's property, in whole or in part.

If a foreclosure is imposed and/or a similar enforcement action is taken with respect to the Client's property, in whole or in part.

In the event that the Client is a corporation - if there is a change in the Client's control structure compared to the situation as of the date of signing this Agreement or in the event that the Client's

name is deleted or is about to be deleted from any registry that is maintained by law

If the client stops repaying its debts or running his business, in whole or in part.

If the Client's activity or a significant part thereof is stopped for a period of two months or longer.

If Okoora deems, in its sole discretion, that an event has occurred that could materially impair the Client's monetary/financial capacity, whether or not such an event and/or the circumstances of its formation depend on the client and/or are under the Client's control.

If the client convenes a creditors' meeting to reach an arrangement and/or compromise with them.

In the event of Client's death (God forbid), disqualification, bankruptcy, imprisonment, or departure from the country.

If the client is required to repay an early repayment of any debts he owes to other creditors.

In the event that Okoora and/or the Operating Companies determine that as a result of any change in the provisions of the law and/or for any other reason, the performance of the operations and/or the continued conduct of the operations and/or transactions become illegal, impossible for impractical for Okoora and/or the Operating Companies.

If the Client abuses or attempt to abuse the System or the Services in any way.

The client represents that as of the date of signing this document, no Terminating Event has occurred to any client, and undertakes to notify Okoora immediately of the occurrence of such event. For the avoidance of doubt, it is clarified that the above does not detract from the Client's obligations to pay Okoora and/or the Operating Companies any debit balance where the client has an outstanding balance owed to Okoora and/or the Operating Companies, and the Client undertakes to immediately transfer the remaining balance to Okoora and/or the Operating Companies, and in any case no later than two business days of the first demand made by Okoora, including in the name of the Operating Companies.

A client Termination Event shall not oblige Okoora and/or the Operating Companies to terminate this agreement immediately and/or take the steps specified therein, in whole or in part, and/or to exhaust its rights towards the client, and Okoora shall be entitled to not terminate this document Immediately and/or do not take the steps listed above and/or act in any other way.

In any event of termination of the contract between the parties, Okoora and/or the Operating Companies shall not be obligated to keep the information in the client's account for the period after the termination of the agreement, except in accordance with the provisions of the law

5. **Limitation of Liability**

sources of information, and are presented in the System "as-is". The information may change from time to time and therefore the Client must take into account that the information may be inaccurate and/or out of date and that after the publication of the information in the system there may be changes, which will not be immediately reflected in the System.

The client releases Okoora and/or the Operating Companies and/or anyone on their behalf as well as the information providers of Okoora and/or the Operating Companies from any liability for any damage, loss, loss of profit, expenses and payments that may be caused to the Client, whether directly or indirectly, as a result of any action or inaction, including the purchase of hedging and protection products by the Client, based on the System

The client releases Okoora and/or the Operating Companies and/or anyone on their behalf as well as the information providers of Okoora and/or the Operating Companies from any liability for any damage, loss, loss of profit, expenses and payments that may be caused to the Client, whether directly or indirectly, of the Company's reasonable use of various means of communication such as: mail, telephone, e-mail, fax, or any other method of communication, including due to receipt of instructions presumed to be received from the Client.

Okoora and/or the Operating Companies shall not be responsible for the execution, delay in execution or non-execution of its obligations under the provisions of the Agreement, in whole or in part, if they are the result of force majeure, i.e. an event or factor which, at the time of the conclusion of this Agreement, Okoora did not know or foresee in advance, and/or an act of terrorism, plague, strike, shut-down, war, closure, severe weather conditions, malfunctions in the Internet system, malfunctions in third party systems, etc.

The Client confirms that there is no computer system completely free from glitches, bugs, need for updates, etc., and that the Company shall not be responsible for the occurrence of these events and their impact on the services. Without derogating from the above, the Client understands and agrees that no company can completely prevent hacks, intrusions and other cyber incidents and that Okoora, including the Operating Companies, takes acceptable security measures but shall not be responsible for the results of such incidents.

Updating and/or protecting the System may result in interruptions, restarts, etc. required by Okoora servers whether or not they are under the control of Okoora, to ensure the efficient functioning of the System. These actions may make the System inaccessible to the client for a certain period of time. The client confirms that Okoora does not bear any responsibility for any damage and/or expense incurred by the Client in connection with the aforesaid.

The System is provided to Okoora by a third party and is subject to the terms of use of that third party. In addition, the System services are established and operate through computer systems, communication networks and the Internet, and therefore the use of the System may be stopped and / or interrupted, etc. without any prior notice due to an independent cause at Okoora. Accordingly, Okoora, including its Operating Companies, shall be liable only for damages caused as a result of negligence or gross negligence by Okoora and/or the Operating Companies.

Okoora is not responsible for any action and/or damage of any kind that may be caused to the client and/or anyone on his behalf as a result of using the System and/or malfunctions in the System and/or violation of the terms of use and/or the instructions of Okora Israel and its Operating Companies, if and to the extent that these are provided, they should be completed by the client.

The Client undertakes to indemnify and compensate Okoora and/or the Operating Companies and/or those on their behalf and/or a third party related to Okoora and/or the Operating Companies for any damage and/or expense caused to any of them in connection to with and/or resulting from the violation of the terms of use of the System by the client and/or anyone on their behalf.

The Client undertakes to indemnify and compensate Okoora and/or the Operating Companies and/or those on their behalf and/or a third party related to Okoora and/or the Operating Companies for any damage and/or expense caused to any of them in connection to with and/or resulting from the violation of the terms of use of the System by the client and/or anyone on their behalf.

It is the Client's sole responsibility to verify and check the reliability and correctness of the information and data entered by him and/or received through

the System, including the exposure data, risk management policy definitions, etc., and if necessary, even update them, all before making decisions regarding the actions required.

THE USE AND INFORMATION PRESENTED IN THE SYSTEM DOES NOT CONSTITUTE AN OFFER, SOLICITATION, AND/OR ADVICE FOR THE EXECUTION OF TRANSACTIONS IN FINANCIAL ASSETS. FOR THE AVOIDANCE OF DOUBT, IT IS CLARIFIED THAT THE INVESTMENT MARKETING SERVICES ARE PROVIDED BY A DIFFERENT COMPANY, WITH A SUITABLE LICENSE.

6. **Intellectual Property**

All proprietary rights (including intellectual property rights) in the System, its contents, and all the information available through the System or services of Okoora and/or the Operating Companies, including but not limited to all copyrights and trademarks in them are the exclusive property of Okoora and/or the Operating Companies, its business partners and/or its information providers. The client undertakes not to infringe the rights of Okoora and/or the Operating Companies in any way or manner

Apart from the License to Use that is limited in accordance with the said terms of use, the client's use of the System does not confer on the Client any intellectual property and/or licensing rights in the System. It is clarified and agreed by the client that the license in the System allows only fair and reasonable use, which does not violate legal provisions, and is done for the purpose of using the system only and not for any other purpose, and all in accordance with this Framework Agreement.

The Client undertakes not to infringe on the intellectual property of any other person, including a prohibition to transfer, distribute, share, copy, photograph, record, translate, sell, rent and/or change the System in any way and it is prohibited to re-engineer, disassemble And/or make any other attempt to obtain the source code of the System and/or make any commercial, personal or other use of the System except in accordance with the license of use and within the framework of the services for which the system is intended. The client alone shall be responsible for any such damage. The Client also undertakes not to make such use which constitutes deception, fraud, a criminal offense, or a commercial tort.

The trademarks appearing in the system are owned by Okoora and/or the Operating Companies and/or those acting on their behalf, and may not be copied or used without the prior written consent of Okoora and/or the Operating Companies. No use may be made of the name “Okoora" and/or "Ofakim" and/or the trademarks appearing on the system and/or on the website.

The Client agrees to the use of their trade name/logo in Okoora publications.

7. **Confidentiality, Protection of Privacy and Information Security**

   The Client undertakes to keep confidential all financial, commercial, and/or business information of Okoora and/or the Operating Companies to which he/she had become aware and not to use it and/or disclose it to any third party without the prior written consent of Okoora and/or the Operating Companies.

   As part of the services provided, the Client may enter into and/or collect from the System financial and/or sensitive data about their activity, including their business and/or economic activity (hereinafter: "the **Confidential Information**"). Okoora and/or the Operating Companies undertake to keep the confidential information confidential, to use it for the purpose for which it was provided under this agreement and not to disclose it to any third party, and to take reasonable commercial means to keep the confidential information under the level of information security required by any law and make use of it for the purpose for which it was provided, subject to the provisions of any law.

   Okoora, including through the Operating Companies, makes every effort to protect the System and Client data from hacking and/or intrusion using conventional information security measures, but there is no system that is completely secure and despite all the various security measures, there may be failures in information security. Accordingly, the client confirms and agrees that they are aware that Okoora and/or the Operating Companies cannot completely prevent security intrusions to the System and the information stored in it from hacking and/or intrusion by various parties (which may disrupt the activity of the System and/or be exposed to the confidential information) and Okoora and/or the Operating Companies do not undertake to do so and shall not be held liable for this, including in the event of disclosure of information or unlawful intrusion into the System and/or leakage of confidential information.

   Okoora including, but not limited to, its Operating Companies, may, under its sole discretion, make the following changes at any time without prior notice: (1) close the System; (2) change the manner in which the System is used; and/or (3) stop the provision of the services, in whole or in part, through the System temporarily or permanently, all in connection with a specific account or in general.

   The Client hereby gives his/her consent to allow Okoora and the Operating Companies to perform computerized monitoring of his/her use of the Services (including through "cookies" and similar means) and use any such information, for control and/or supervision and/or Development and/or maintenance of the quality of the services, their level and soundness and/or for the purpose of

complying with the provisions of any law. Without derogating from the above, the Company may: a. Provide the client's details to a third party for the purpose of collecting funds due (if any) to Okoora and/or the Operating Companies for the provision of services; b. Provide the user's details to or to another person or persons in accordance with the authority of the law; c. Use the Client's details and other information held by Okoora and/or the Operating Companies in connection with the Client for the purpose of fulfilling the needs of Okoora and/or the Operating Companies. The Client hereby grants Okoora, including its Operating Companies, his/her consent to use the user's details to receive updates and/or material and/or advertising and/or marketing information via their email address and/or other contact information they provided to the Company unless they revoked their consent by notifying Okoora, which will apply to new publications, the delivery of which has not yet been completed.

As part of providing our services to you, information we receive from you and processed by us may be transferred, processed, and stored anywhere in the world, including but not limited to the United States or other countries, which may have data protection laws that are different from the laws where you live. We endeavor to safeguard your information consistent with the requirements of applicable laws. Further details can be provided upon request.

8. **Advertisements & Links**

To the extent that advertisements and/or links to websites and/or products and/or services of third parties are displayed in the System, Okoora and/or the Operating Companies are not responsible in any way for these contents, products and/or services. The appearance of an advertisement on the website of Okoora and/or the Operating Companies does not indicate the support of Okoora and/or the Operating Companies and/or their responsibility and/or commitment to the content appearing in the advertisements, the advertised product/service, its quality, correctness and/or accuracy. A redirect on the website, which redirects the user to a website other than the website ("**External Website**"), does not indicate that Okoora and/or the Operating Companies are responsible for and/or control the content and/or operations of the external website, and Okoora and/or the Operating Companies shall not bear any responsibility in matters relating to External Websites.

9. **Miscellanies**

This Framework Agreement express the full agreements between the parties in connection with the System and replaces and revokes any prior consent and/or presentation, made in writing and/or orally between the parties.

Okoora and/or the Operating Companies may, at any time and at their sole discretion, cancel and/or amend and/or update and/or change the terms of the Agreement or terms of the separate Agreements, by notice to the Client. The Client agrees that the continued use of the System after a change has been made in these terms constitutes the Client's consent to the amended terms. If the Client does not consent to the terms, the only remedy that shall be available to Client is to stop using the System and the client hereby waives any claim and/or complaint against Okoora and/or the Operating Companies and/or anyone acting on their behalf

Okoora and/or the Operating Companies shall be entitled to transfer, assign or endorse their rights or obligations, in accordance with this Framework Agreement, in whole or in part, to any third party. However, the aforesaid shall not harm on the Client's rights in connection with the funds in his/her account in the system, all as specified in This Framework Agreement. The client may not transfer and/or assign its rights and/or obligations under this Agreement this Agreement to a third party unless it has obtained Okoora's consent in advance and in writing.

If a section of This Framework Agreement is determined by a court or other competent authority to be invalid, then the invalidity of the section shall not affect the other terms of use which shall remain in full force.

The use of the website shall be subject solely to the laws of the State of Israel. The sole and exclusive jurisdiction in any dispute between Okoora and/or the Operating Companies and the client is granted to the competent court in the city of Tel Aviv-Yafo, Israel. The books and records of Okoora and/or the Operating Companies shall constitute conclusive evidence between the parties in connection with the client's use of the System.

A notice sent electronically by either party to the other shall be deemed to have been received on the day of delivery; A notice sent by one of the parties to the other by regular mail shall be deemed to have been received within 3 days of the date it was sent.

The client acknowledges that he/she has read, understood and agreed to the risk disclosure document published on the Company's website. Please refer inquiries for the Company to: info@okoora.com or call: +97236112525.