

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "**Agreement**") is dated as of the 13th day of August, 2014 (the "**Employment Commencement Date**") by and between **WEBYDO SYSTEMS LTD** (the "**Company**" or the "**Employer**") and **ANIS SABBAGH**, ID No. 200159945, residing at 10 Chlenov St., Tel Aviv, Israel (the "**Employee**").

WHEREAS, the Company wishes to employ the Employee in the Position (as defined below), and the Employee wishes to be employed by the Company as such, as of the Employment Commencement Date; and

WHEREAS, the parties desire to state the terms and conditions of the Employee's employment by the Company, as set forth in this Agreement, including, but not limited to, the terms set forth on Schedule A attached hereto, which shall constitute and be deemed for all intents and purposes a Notice to the Employee of the terms of employment under the Notice to Employee (Terms of Employment), 5762-2002;

NOW, THEREFORE, in consideration of the mutual premises, covenants and other agreements contained herein, the parties hereby agree as follows:

1. **Position**. The Employee shall serve in the position described in Schedule A (the "**Position**"). The Employee shall carry out such duties as required by or inherent to the Position, undertakes not to do anything that would cause the Employee to be disqualified for performing such duties, report regularly and shall be subject to the direction and control of the officer in charge as set forth in Schedule A and comply with any and all instructions given from time to time by said officer in charge. The Employee shall perform and exercise his duties diligently, conscientiously and use his best endeavors to promote and protect the business of the Company. The Employee agrees and undertakes to inform the Company, immediately after becoming aware of any matter that may in any way raise a conflict of interest between the Employee and the Company. During his employment by the Company, the Employee shall not receive any payment, compensation or benefit from any third party in connection, directly or indirectly, with his position in the Company.

2. **Full Time Employment**. The Employee will be employed on a full time basis, shall devote his entire business time and attention to the business of the Company and shall not undertake or accept any other paid or unpaid employment or occupation or engage in any other business activity, except with the prior written consent of the Company. The Employee confirms and declares that his position is one that requires a special measure of personal trust and loyalty and a position which does not enable Company to supervise the work and rest hours of the Employee. Accordingly, the Work Hours and Rest Law, 5711-1951, as amended or replaced from time to time, shall not apply to this Agreement.

3. **Location**. The Employee shall perform his duties hereunder at the Company's facilities in Israel.

4. **Employee's Representations and Warranties**. The Employee represents and warrants that the execution and delivery of this Agreement, the fulfillment of the terms thereof or performance thereunder: (i) will not constitute a default under or conflict with any agreement or other instrument to which he is a party or by which he is bound; and (ii) do not require the consent of any person or entity. Further, with respect to any past engagement of the Employee with third parties and with respect to any permitted engagement of the Employee with any third party during the term of his engagement with the Company (for purposes hereof, such third parties shall be referred to as "**Other Employers**"), the Employee represents, warrants and undertakes that: (x) his engagement with the Company does not or will not constitute a breach of any of his undertakings toward Other Employers, and (y) he will not disclose to the Company, nor use, in the course of his employment with the Company, any proprietary or confidential information belonging to any Other Employer.

5. **Term**. The Employee's employment by the Company shall commence or has commenced on the Employment Commencement Date, and shall continue until it is terminated pursuant to the terms set forth herein.

6. **Termination at Will**. Either party may terminate the employment relationship hereunder at

any time by giving the other party a prior written notice as set forth in Schedule A (the "**Notice Period**"). In the event the Employee does not deliver to the Company the required prior notice, the Employee shall pay compensation to the Company in the amount equal to the Salary (as defined below) to which the Employee would have been entitled during the Notice Period. The Company shall be entitled to deduct such amount from any monies due and payable to the Employee. Notwithstanding the foregoing, the Company is entitled to terminate this Agreement and the employment relationship thereunder with immediate effect upon delivery of a written notice to Employee, provided that payment of a one-time amount equal to the Salary, to which the Employee would have been entitled during the Notice Period, shall have been made in lieu of such prior notice.

7. **Termination for Cause.** The Company may terminate this Agreement the employment relationship with immediate effect for Cause (as defined below). As used herein, "**Cause**" means either, (i) a material breach of this Agreement, including, but not limited to, any breach of Schedule B; (ii) any willful failure to perform or willful failure to perform competently any of the Company's instructions or any of the Employee's material functions or duties hereunder; (iii) embezzlement, fraud, willful misconduct, or any act or failure to act in a manner constituting or inflicted with bad faith with respect to the Company, (iv) conviction of a felony involving moral turpitude.

8. **Notice Period; End of Relations.** During the Notice Period and unless otherwise determined by the Company in a written notice to the Employee, the employment relationship hereunder shall remain in full force and effect, the Employee shall be obligated to continue to discharge and perform all of his duties and obligations with Company, and the Employee shall cooperate with the Company and assist the Company with the integration into the Company of the person who will assume the Employee's responsibilities.

9. **Proprietary Information; Assignment of Inventions and Non-Competition.** By executing this Agreement the Employee confirms and agrees to the provisions of the Company's Proprietary Information, Assignment of Inventions and Non-Competition Agreement attached as Schedule B hereto.

10. **Salary.**

10.1 The Company shall pay to the Employee as compensation for the employment services an aggregate total salary set forth in Schedule A (the "**Base Salary**") and a global pay for overtime as set forth in Schedule A (the "**Global Pay**" and together with the Base Salary, the "**Salary**"). The Salary includes any and all payments to which the Employee is entitled from the Company hereunder and under any applicable law, regulation or agreement, including, but not limited to, transportation reimbursement. The Employee acknowledges and agrees that the Global Pay is just, reasonable and adequate, and under no circumstances will any liability for additional overtime payment lie with the Company.

10.2 For clarity purposes, payments of commissions, bonuses and the like (if any) will not be deemed or considered as part of the Salary and will not be included in the calculation or determination of any social benefits or for purposes of allocations or contributions to any institution, authority or fund and will be ignored in the determination of the Employee's severance pay upon Employee's termination of employment. To the extent that, notwithstanding the preceding sentence, the Company will from time to time take into account such commissions, bonuses, etc. in the calculations or determination of any social benefits or for purposes of allocations or contributions to any institution, authority or fund (including, but not limited to, for contributions for severance pay), then in doing so, the Company shall not be deemed to have changed the foregoing provisions of this Section 10.2, by conduct or otherwise; and no obligation or commitment to act in the same manner in other occasions or to include such commission, bonus or the like in any such calculation or determination will be implied, inferred or imposed on the Company.

10.3 The Salary is to be paid to the Employee until the 9th (inclusive) of each month during the term of this Agreement, net of any applicable taxes, contributions, allocations and similar payments, which shall be remitted to the applicable authorities and institutions.

11. **Expenses.** The Company will reimburse the Employee for business expenses borne by the Employee in the course of his employment, provided that such expenses were approved in advance by the Company (either specifically in writing or in line with any policies or regulations adopted by the Board of Directors of the Company from time to time), and against valid invoices furnished by the Employee to the Company.

12. **Vacation.** The Employee shall be entitled to the number of paid vacation days during each year as set forth in Schedule A, to be taken at times subject to the reasonable approval of the Company. Vacation days may be carried forward from one year to the next to the extent permitted by law, provided that the Employee shall not be entitled to accumulate more than such number_of vacation days as specified in Schedule A at any one time or as permitted by law, whichever is lower.

13. **Sick Leave; Recuperation Pay.** The Employee shall be entitled to that number of paid sick leave and Recuperation Pay as set forth in Schedule A.

14. **Pension Fund.**

14.1 The Company shall make the contributions towards the Employee's pension fund (the "**Pension Fund**") in accordance with Schedule A and shall deduct from the Salary (and the Employee hereby irrevocably authorizes Company to affect such deductions) the amounts set forth on Schedule A and remit the same to the Pension Fund.

14.2 The amounts referenced in Sections 14.1 hereof and prescribed on Schedule A may be subject to adjustments to be made by the Company from time to time as may be required in accordance with any applicable relevant law.

14.3 Payments by the Company towards the Pension Fund under Section 14.1 shall be in lieu of any statutory obligations to pay severance pay, subject to the approval of the Minister of Labor under Section 14 of the Severance Pay Law. The Company and the Employee, respectively, declare and covenant that as evidenced by their respective signatures, they hereby undertake to be bound by general authorization with respect to payments by employers to pension fund and insurance fund in lieu of severance pay published by the Minister of Labor and Welfare as of June 30, 1998, as amended, the most updated version of which being attached hereto as Schedule C.

14.4 Further to Section 14.3 hereof, Company hereby forfeits any right it may have in the reimbursement of the amounts contributed by the Company towards the Pension Fund, except (i) in the event that the Employee withdraws such amounts from the Pension Fund, other than in the event of death, disability or retirement at the age of sixty (60) or more; or (ii) of the occurrence of any of the events provided for in Sections 16 and 17 of the Severance Pay Law, 5723-1963 (the "**Severance Pay Law**").

14.5 It is further agreed that the contribution made by Company towards the Pension Fund as set forth above shall replace be deemed in lieu of severance pay due to the Employee under any circumstances in which the Employee may be entitled to severance pay under any the applicable law, including, but not limited to, the Severance Pay Law.

14.6 It is further agreed that Executive will be entitled to release of the amounts accumulated under the Managers Insurance Policy on account of severance pay in the event of his resignation, provided, always, that such resignation does not result from, in connection with, or in circumstances where Company is entitled to effectuate Termination for Cause.

15. **Miscellaneous.** The laws of the State of Israel shall exclusively govern this Agreement and performance hereunder; and the Tel-Aviv Regional Labor Tribunal shall have the sole and exclusive jurisdiction over any dispute arising out of or in connection with this Agreement. The provisions of this Agreement are in lieu of, and are replacing, any provisions of any Collective Bargaining Agreement (*Heschem Kibutzi*), and, therefore, no Collective Bargaining Agreement shall apply to the relationship between the parties hereto (subject to any applicable non-waivable provisions of the law). No failure, delay of forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement unless the business purpose of this Agreement is substantially frustrated or altered thereby. The preamble and Schedules to this Agreement constitute an integral and indivisible part hereof. This Agreement constitutes the entire understanding and agreement between the parties hereto, supersedes any and all prior discussions, agreements and

correspondence with regard to the subject matter hereof, and may not be amended, modified or supplemented in any respect, except by a subsequent writing executed by both parties hereto. The Employee acknowledges and confirms that all terms of the Employee's employment are personal and confidential, and undertake to keep such term in confidence and refrain from disclosing such terms to any third party.

[The remainder of this page is intentionally left blank]

[SIGNATURE PAGE TO EMPLOYMENT AGREEMENT]

IN WITNESS WHEREOF the parties have set their hands and caused this Agreement to be executed as of the Employment Commencement Date.

WEBYDO SYSTEMS LTD.

By: _____

Shmulik Grizim, President & CEO

EMPLOYEE

By: _____

Notice to the Employee
of the Terms of Employment

Capitalized terms appearing in this notice to employee (this "**Notice**"), which are not otherwise herein defined, shall have the meaning ascribed to them in the Employment Agreement, to which this Notice is annexed as Schedule A (the "**Employment Agreement**").

Name of the Employer: Webydo Systems Ltd.
 Legal Entity Company
 Registration No. (Corporation): 514033083
 Address: 7 Rival St., Tel Aviv, Israel

1. Name of Employee:	Anis Sabbagh.
2. ID No. of Employee:	200159945.
3. Address of Employee:	10 Chlenov St., Tel Aviv, Israel.
4. Employment Commencement Date:	13.8.14
5. Position in the Company:	Junior Account Manager.
6. Officer in charge:	CRO/ VP/ Sales Manager.
7. The Salary is paid on the basis of:	Monthly salary.
8. The Salary is determined according to rank:	N/A.
9. The Salary is determined according to level:	N/A.
10. If the Salary is not determined by rank set by a Collective Bargaining Agreement – the aggregate of all fixed payments paid to the Employee as salary (gross) in accordance with the salary basis, is:	<p>ILS 6,000, as follows:</p> <ul style="list-style-type: none"> • Base Salary: ILS 5,200. • Global pay for overtime: ILS 800. <p>In addition, in case that the Employee will be entitled to commissions in an amount that falls below ILS 1,000 per month, during the first three months following the Employment Commencement Date, the Company shall pay the Employee a monthly bonus in an amount of ILS 1,000 for such period.</p>
11. Commission:	Employee shall be entitled to commission from the sale revenues (excluding VAT) generated and actually paid to the Company by the customers supervised by the Employee as instructed by the Company from time to time.

12. Due date of Salary Payment:	By the 9th of the following month.
13. Recuperation Pay:	Paid annually or otherwise as required by law.
14. Notice period:	From the Employment Commencement Date through the expiration of six (6) months thereafter - In accordance with applicable law. Thereafter – 30 Days.
15. Vacation days per year:	In accordance with applicable law.
16. Ordinary working days and hours:	Sunday 10:00-16:00. Monday-Thursday, 14:00-23:00.
17. Weekly rest days:	Saturday.
18. Sick leave days per year:	In accordance with applicable law.
19. Pension Fund.	The Company shall contribute to the Pension Fund the following amounts: <ul style="list-style-type: none"> (i) an amount equal to 6% of the Salary for the pension component; (ii) an amount equal to 8.33% of the Salary for severance pay component; The Company shall deduct from the Salary an amount equal to 5.5% of the Salary, and shall remit to the Pension Fund.
20. If, the Employer, or the employers' organization of which the Employer is a member, is a party to a Collective Bargaining Agreement which sets out the Employee's terms of employment – the name of the employees' organization, which is a party and its address and its address is:	N/A.

This Notice is not an employment agreement, but a notification by the Employer of the Employee's main terms of employment; this Notice shall not derogate from any of the rights to which the Employee is entitled according to applicable law, applicable extension order, applicable Collective Bargaining Agreement or the Employment Agreement.

Date: _____

Signature of Employer: _____

impairment, unauthorized use or other violation of any of the foregoing; and (xii) all rights to obtain renewals, continuations, divisions and extensions of legal protection pertaining to any of the foregoing.

- (c) "**Proprietary Information**" means confidential and proprietary information concerning the business, financial details, activities and operations of the Company and its assets and properties, all whether documentary, written, oral or computer generated, including, but not limited to, any and all Company Intellectual Property Rights and information relating to the same, technologies and products (actual or planned), know how, Company Inventions (as defined below), research and development activities, inventions, trade secrets and industrial secrets, and also confidential commercial information such as investments, investors, employees, customers, suppliers, marketing plans, etc., whether documentary, written, oral or computer generated. Proprietary Information shall also include information of the same nature which the Company may obtain or receive from third parties as well as any information relating to Software, theme designs, product designs, product plans and roadmap, Software architecture, Software implementation methodology, infrastructures, business models, process , procedures, company customers, usage statistics, marketing activities, marketing plans, pricing, all information and data relating to the code generator, Drag and Drop algorithms and the method of generating code from visual elements on canvas used by the Company, including any information contained in any of the documents or instruments of the Company's Patents.
- (d) "**Software**" means any and all computer software, firmware, programs and databases, in any form, including, but not limited to, source code, object code, development tools, library functions, compilers, Internet websites, web content and links, all versions, updates, corrections, enhancements, replacements, and modifications thereof, and all documentation related thereto.

CONFIDENTIALITY; PROPRIETARY INFORMATION

- 3. Employee agrees and acknowledges that any and all Proprietary Information is and shall be the sole property of the Company and the following provisions shall apply thereto:
 - (a) At all times, both during the employment relationship and after the termination of the engagement between the parties, Employee will (i) keep in confidence and trust any and all Proprietary Information, and not use, copy, divulge, transmit, reproduce, summarize, quote, publish, reverse engineer, decompile, or make any commercial or other use of the Proprietary Information, or any part thereof, without the prior written consent of Company; (ii) exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft or other inadvertent disclosure and will take all reasonable steps necessary to ensure the maintaining of confidentiality thereof; and (iii) not enter into the data bases of the Company for any purpose whatsoever, including, but not limited to, review, download, insert, change, delete or relocate any information.
 - (b) Section 3(a) hereof will not apply solely to the extent necessary in the ordinary course of performing Employee's duties under the Agreement and the duty to maintain in confidence Proprietary Information shall not apply only to the extent that such Proprietary Information becomes or has become public domain not through the breach of this Schedule or any other undertaking toward the Company by Employee or any other third party.
 - (c) If Employee is requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a government agency to make any disclosure that is prohibited or otherwise constrained by this Schedule, Employee will provide the Company with prompt notice of such request. Upon request by and at the expense of the Company, Employee will assist the Company in seeking an appropriate protective order or other appropriate remedy. Subject to the foregoing, Employee may furnish that portion (and only that portion) of the Proprietary Information that, in the written opinion of counsel reasonably acceptable to the Company, Employee is legally compelled or is otherwise required to disclose or else stands liable for contempt or suffers other material censure or material penalty; provided, however, that Employee

must use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any portion of Proprietary Information so disclosed.

4. Employee recognizes that the Company received and will receive confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In connection with such duties, such information shall be deemed Proprietary Information hereunder, mutatis mutandis, and if disclosure to the Company by such third parties requires additional protective measures than those contained in this Schedule with respect to Proprietary Information, Employee will observe and abide by these additional measures.
5. Upon termination of Employee's engagement with the Company, Employee will promptly deliver to the Company any and all documents and materials of any kind and nature pertaining to Employee's engagement with the Company, and will not appropriate any documents or materials containing any Proprietary Information or make copies thereof.
6. Employee's undertakings set forth in Section 1 through Section 5 hereof shall remain in full force and effect after termination or expiration of the Agreement or any renewal thereof.

DISCLOSURE AND ASSIGNMENT OF INVENTIONS

7. In this Schedule, "**Inventions**" means any and all ideas, inventions or innovations, improvements, designs, concepts, techniques, methods, systems, processes, know how, Software, algorithms, databases, mask works and trade secrets, whether or not patentable, copyrightable or protectable as trade secrets, and including, but not limited to, any 'service inventions', as such term is defined in the Israeli Patents Law, 5727-1967, as amended (the "**Patents Law**"); and "**Company Inventions**" means any Inventions that are made or conceived or first reduced to practice or created by Employee, whether alone or jointly with others, starting from the Commencement Date and at any time during the period of Employee's engagement with the Company, or, otherwise, in connection with such engagement. For clarity purposes, the provisions of Sections 7 through 11 hereof shall prevail over any inconsistent provision contained in the Patents Law, if any.
8. Employee undertakes and covenants that he or she will promptly disclose in confidence to the Company any and all Inventions that are or may be deemed Company Inventions including any and all information and data with respect thereto. For clarity purposes, and notwithstanding any provision to the contrary contained in the Patents Law or in any other applicable law, any failure of the Company to respond to any such notice given by Employee shall not be deemed or considered as a waiver by the Company of its right of ownership with respect to the applicable Invention. Employee agrees and undertakes not to disclose to the Company any confidential information of any third party and, in the framework of his employment by the Company, not to make any use of any Intellectual Property Rights of any third party.
9. Employee hereby irrevocably and forever waives, and to the extent necessary hereby irrevocably and unconditionally transfers and assigns to the Company, any and all rights and title in and to the Company Inventions, including, but not limited to, and any and all Intellectual Property Rights associated with or relating to any Company Inventions (collectively, the "**Assigned Rights**"), all of which to constitute from inception an integral part of the Company Intellectual Property Rights.
10. Employee hereby acknowledges that the Base Salary (as defined in the Agreement, including any other definition with similar import) contains full, sufficient and adequate compensation with respect to the transfer and/or assignment of the Assigned Rights. Further, the Employee hereby irrevocably, unconditionally and forever waives any claim or demand with respect to any compensation, royalty, benefit, remuneration, reimbursement, payment or any other consideration in connection with the Assigned Rights and/or the assignment and/or transfer thereof (collectively, "**Remuneration**"). For clarity purposes, and without derogating from the generality of the preceding sentence, it is hereby agreed that for purposes of Section 134 of the Patent Law as well as any other similar provision under any other applicable Israeli or foreign law, this Schedule shall be deemed agreement providing that Employee is not entitled to any Remuneration with respect to Company Inventions.

11. Employee agrees to assist the Company, at the Company's expense, in every proper manner to obtain for the Company and enforce Patents, copyrights, mask work rights, trade secrets and other legal protections for the Company Inventions or other Company Intellectual Property Rights in any and all countries. Employee will execute any documents or instruments that the Company may reasonably request for use in obtaining or enforcing such Patents, copyrights, mask work rights, trade secrets and other legal protections. Such obligation shall continue beyond the termination of Employee's engagement with the Company. Employee hereby irrevocably and unconditionally designates and appoints the Company and its authorized officers and agents as Employee's agent and attorney in fact, coupled with an interest to act for and on Employee's behalf and in Employee's stead to execute and file any document needed to apply for or prosecute any Patent, copyright, trademark, trade secret, any applications regarding same or any other right or protection relating to any Intellectual Property Rights (including with respect to Company Inventions), and to do all other lawfully permitted acts to further the prosecution and issuance of Patents, copyrights, trademarks, trade secrets or any other right or protection relating to any Intellectual Property Rights (including with respect to Company Inventions), with the same legal force and effect as if executed by Employee himself.
12. Employee hereby acknowledges and declares that other than as set forth in **Appendix 1** hereof he or she does not have any rights, claims or interest in connection with any Inventions conceived or developed prior to the Commencement Date.

NON-COMPETITION; NON-SOLICITATION

13. In consideration of Employee's terms of employment under the Agreement, which include special compensation for his undertakings under this Section 13 and based on the acknowledgments set forth in Section 16 hereof, and in order to enable the Company to effectively protect its Proprietary Information and its Intellectual Property Rights and its business, Employee agrees and undertakes that he or she will not, so long as the Agreement is in effect and for a period of twelve (12) months following expiration or termination of the Agreement, for any reason whatsoever, directly or indirectly, himself, herself or through others, for his or her account or for others, in any capacity whatsoever, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities competing with the activities of the Company and especially (but without limitation to the generality of the foregoing), activities utilizing, incorporating or based on technologies or processes competing with the code generator, Drag and Drop algorithms and the method of generating code from visual elements on the canvas used by the Company and/or similar mechanism and/or providing any solutions or products similar to those provided or planned by the Company.
14. Employee agrees and undertakes that during the employment relationship and for a period of twelve (12) months following termination or expiration of the Agreement for whatever reason, Employee will not, directly or indirectly, whether personally or in the framework of any business in which Employee may be an officer, director or shareholder, solicit for employment or services any person who is employed by the Company, or any person retained by the Company as a consultant, advisor and the like who is subject to an undertaking towards the Company to refrain from engagement in activities competing with the activities of the Company (for purposes hereof, a "**Consultant**"), or was retained as an employee or a Consultant during the six (6) months preceding the termination of Employee's employment with the Company.

REMEDIES FOR BREACH

15. Employee acknowledges that the legal remedies for breach of the provisions of this Schedule may be found inadequate and therefore agrees that, in addition to all of the remedies available to the Company in the event of a breach or a threatened breach of any of such provisions, the Company may also, in addition to any other remedies which may be available under applicable law, obtain temporary, preliminary and permanent injunctions against any and all such actions or any orders for specific performance as might be appropriate in the circumstances.

INTENT OF PARTIES

16. Employee recognizes and agrees: (i) that this Schedule is necessary and essential to protect the legitimate interests of the Company and to realize and capture all the benefits, rights and expectations of

conducting the Company's business; (ii) that the scope and duration of the protective covenants contained in this Schedule are reasonable in all respects and for all purposes and are not excessive in any manner; and (iii) that the Agreement provides good, sufficient, adequate and valuable consideration for Employee's agreement to be bound by the provisions of this Schedule. Employee further acknowledges that the Company agreed to engage Employee based on his or her obligations, undertakings, covenants and acknowledgements herein containing.

17. If, notwithstanding Section 16 hereof, any provision herein contained or any portion thereof is adjudicated invalid or unenforceable by any court of competent jurisdiction (or an arbitrator lawfully appointed by the parties), such provision or portion, as applicable, will be deemed to have been amended to delete only such provision or portion, as applicable, that was so adjudicated.
18. Further, if, notwithstanding Section 16 hereof, any provision herein contained or any portion thereof is adjudicated by any court of competent jurisdiction (or an arbitrator lawfully appointed by the parties) to be excessively broad with respect to duration, geographical application or scope, such provision or portion thereof, as applicable, will be interpreted as limiting the duration, application or scope of such provision (or the portion thereof), as applicable, such that it shall be valid and enforceable to the fullest extent permitted by law.

EXCLUSIVITY

19. This Schedule constitutes the full and entire understanding and agreement between the Company and Employee with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto, including any previous schedule, agreement, undertaking or any other document or instrument that may have been signed between the parties to these ends.

[The remainder of this page is intentionally left blank]

[SIGNATURE PAGE TO SCHEDULE B]

IN WITNESS WHEREOF, each of the parties has caused this Schedule B to be executed as of the Employment Commencement Date.

WEBYDO SYSTEMS LTD.

By: _____

Shmulik Grizim, President & CEO

EMPLOYEE

By: _____

List of Prior Inventions

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.
11. _____.
12. _____.
13. _____.
14. _____.
15. _____.
16. _____.
17. _____.
18. _____.
19. _____.
20. _____.
21. _____.
22. _____.
23. _____.
24. _____.
25. _____.
26. _____.
27. _____.
28. _____.
29. _____.
30. _____.
31. _____.
32. _____.

אישור כללי בדבר תשלומי מעבידים לקרן פנסיה ולקופת ביטוח במקום פיצויי פיטורים¹

בתוקף סמכותי לפי סעיף 14 לחוק פיצויי פיטורים, התשכ"ג-1963 (להלן - החוק), אני מאשר כי תשלומים ששילם מעביד החל ביום פרסומו של אישור זה, בעד עובדו לפנסיה מקיפה בקופת גמל לקצבה שאינה קופת ביטוח כמשמעותה בתקנות מס הכנסה (כללים לאישור ולניהול קופות גמל), התשכ"ד-1964 (להלן - קרן פנסיה), או לביטוח מנהלים הכולל אפשרות לקצבה או שילוב של תשלומים לתכנית קצבה ולתכנית שאינה לקצבה בקופת ביטוח כאמור (להלן - קופת ביטוח), לרבות תשלומים ששילם תוך שילוב של תשלומים לקרן פנסיה ולקופת ביטוח בין אם יש בקופת הביטוח תכנית לקצבה ובין אם לאו (להלן - תשלומי המעביד), יבואו במקום פיצויי הפיטורים המגיעים לעובד האמור בגין השכר שממנו שולמו התשלומים האמורים ולתקופה ששולמו (להלן - השכר המופטר), ובלבד שנתקיימו כל אלה:

(1) תשלומי המעביד -

(א) לקרן פנסיה אינם פחותים מ- $14\frac{1}{3}\%$ מן השכר המופטר או 12% מן השכר המופטר אם משלם המעביד בעד עובדו בנוסף לכך גם תשלומים להשלמת פיצויי פיטורים לקופת גמל לפיצויים או לקופת ביטוח על שם העובד בשיעור של $2\frac{1}{3}\%$ מן השכר המופטר. לא שילם המעביד בנוסף ל-12% גם $2\frac{1}{3}\%$ כאמור, יבואו תשלומיו במקום 72% מפיצויי הפיטורים של העובד, בלבד;

(ב) לקופת ביטוח אינם פחותים מאחד מאלה:

(1) $13\frac{1}{3}\%$ מן השכר המופטר, אם משלם המעביד בעד עובדו בנוסף לכך גם תשלומים להבטחת הכנסה חודשית במקרה אובדן כושר עבודה, בתכנית שאישר הממונה על שוק ההון ביטוח וחסכון במשרד האוצר, בשיעור הדרוש להבטחת 75% מן השכר המופטר לפחות או בשיעור של $2\frac{1}{2}\%$ מן השכר המופטר, לפי הנמוך מביניהם (להלן - **תשלום לביטוח אובדן כושר עבודה**);

(2) 11% מן השכר המופטר, אם שילם המעביד בנוסף גם תשלום לביטוח אובדן כושר עבודה, ובמקרה זה יבואו תשלומי המעביד במקום 72% מפיצויי הפיטורים של העובד, בלבד; שילם המעביד נוסף על אלה גם תשלומים להשלמת פיצויי פיטורים לקופת גמל לפיצויים או לקופת ביטוח על שם העובד בשיעור של $2\frac{1}{3}\%$ מן השכר המופטר, יבואו תשלומי המעביד במקום 100% פיצויי הפיטורים של העובד.

(2) לא יאוחר משלושה חודשים מתחילת ביצוע תשלומי המעביד נערך הסכם בכתב בין המעביד לבין העובד ובו -

(א) הסכמת העובד להסדר לפי אישור זה בנוסח המפרט את תשלומי המעביד ואת קרן הפנסיה וקופת הביטוח, לפי הענין; בהסכם האמור יכלול גם נוסחו של אישור זה;

(ב) ויתור המעביד מראש על כל זכות שיכולה להיות לו להחזר כספים מתוך תשלומיו, אלא אם כן נשללה זכות העובד לפיצויי פיטורים בפסק דין מכוח סעיפים 16 או 17 לחוק ובמידה שנשללה או שהעובד משך כספים מקרן הפנסיה או מקופת הביטוח שלא בשל אירוע מזכה; לענין זה, "**אירוע מזכה**" - מוות, נכות או פרישה בגיל שישים או יותר.

(3) אין באישור זה כדי לגרוע מזכותו של עובד לפיצויי פיטורים לפי החוק, הסכם קיבוצי, צו הרחבה או חוזה עבודה, בגין שכר שמעבר לשכר המופטר.

¹ י"פ תשנ"ח, 4394; תש"ס, 5; תשס"א, 1949.