

Appendix A9

לכבוד
ויואנס בע"מ

הצהרות מועמד לכהונת כדירקטור

1. אני, הח"מ, צביה טרבלסי, מסכים לכהן כדירקטור בויואנס בע"מ ("החברה"), ומצהיר בזה, בהתאם לסעיף 224ב' לחוק החברות, התשנ"ט-1999 ("חוק החברות"), בכתב כדלקמן:

א. יש לי הכישרים הדרושים וחיכולת להקדיש את הזמן הראוי לשם ביצוע תפקידי כדירקטור בחברה, וביניהם:

i. השכלה:

רואה חשבון ו-B.A בכלכלה וחשבונאות

ii. חברות בדירקטוריונים:

Sigma Waves Inc
Klikot Inc.

iii. ניסיון מקצועי:

נסיון רב בתחומי חשבונאות ובקורת, מנהל כספים וחשבות בחברות שונות, נסיון רב במערכות המיסים בישראל ובארצות הברית

ב. לא מתקיימות לגבי ההגבלות הקבועות בסעיפים 226 ו-227 לחוק החברות, דהיינו:
לא הורשעתי בפסק דין חלוט באיזו מן העבירות לפי סעיפים 290 עד 297, 392, 415, 418 עד 420 ו-422 עד 428, לחוק העונשין, התשל"ז-1977, ולפי סעיפים 52, ג, 52, ד, 53(א) ו-54 לחוק ניירות ערך, התשכ"ח-1968; לא הורשעתי בבית משפט מחוץ לישראל בעבירות שוחד, מרמה, עבירות מנהלים בתאגיד או עבירות של ניצול מידע פנים; ולא הורשעתי בעבירה אחרת אשר בית משפט קבע כי מאת מהותה, חומרתה או נסיבותיה אינני ראוי לשמש כדירקטור בחברה ציבורית.

2. חריני מוסיף ומצהיר כי אינני קטיף, פסולת דין ולא הוכרזתי כפושטת רגל.

ולראיה באתי על החתום:

תאריך: 08.07.2010

חתימה:



Appendix A3

לכבוד
ויואנס בע"מ

הצהרות מועמד לכחונה כדירקטור

1. אני, הח"מ, דוד מימון, מסכים לכתן כדירקטור כיואנס בע"מ ("החברה"), ומצהיר בזה, בהתאם לסעיף 224ב לחוק החברות, התשנ"ט-1999 ("חוק החברות"), בכתב כדלקמן:

א. יש לי הכישרים הדרושים והיכולת להקדיש את הזמן הראוי לשם ביצוע תפקידי כדירקטור בחברה, וביניהם:

i. השכלה:
עורך דין ונוטריון;

ii. חברות בדירקטוריונים:
אין

iii. ניסיון מקצועי:
מנהל משרד עו"ד מזה 22 שנים המתמחה בתחומים הבאים: אזרחי, מסחרי, חברות, דיני עבודה, ליווי חברות ופרטיים במשבר והסדרי חובות. בעל ניסיון אישי רב בתחומים אלה. טרם קבלת רישיון עריכת הדין סמנכ"ל + מנהל הכספים של חברה ליהלומים ותכשיטים במשך כ-3 שנים ואף מורה פיסיקה בתיכון.

ב. לא מתקיימות לגבי ההגבלות הקבועות בסעיפים 226 ו-227 לחוק החברות, דהיינו: לא הורשעתי בפסק דין חלוט באיזו מן העבירות לפי סעיפים 290 עד 297, 392, 415, 418 עד 420, ו-422 עד 428, לחוק העונשין, התשל"ז-1977, ולפי סעיפים 52, 53, 54 (א) ו-54 לחוק ניירות ערך, התשכ"ח-1968; לא הורשעתי בבית משפט מחוץ לישראל בעבירות שוחד, מרמה, עבירות מנחלים בתאגיד או עבירות של ניצול מידע פנים; ולא הורשעתי בעבירה אחרת אשר בית משפט קבע כי מפאת מהותה, חומרתה או נסיבותיה אינני ראוי לשמש כדירקטור בחברה ציבורית.

2. הריני מוסיף ומצהיר כי אינני קטיג'ה, פסולת דין ולא הוכרזתי כמושטת רגל.

ולראיה מצאתי על החתום:

תאריך: 08.07.2020

חתימה:

Appendix B

לכבוד
ויואנס בע"מ

הצהרת פונדק לפינוח כדירקטור חיצוני
בהתאם לסעיף 241-240 לחוק החברות (תשנ"ט - 1999) ("חוק החברות")

אני הח"מ, ג'ורג' ס' ג'ורג' / ג'ורג' ס' ג'ורג' / ג'ורג' ס' ג'ורג', הנשאת תעודת זהות שמספרה 1042141 מצהירה בזאת כי הנני תושבת ישראל וכי מתקיימים בו כל תנאי הכשירות למינוי כדירקטור חיצוני בויואנס בע"מ ("החברה") בהתאם לחוראות חוק החברות, תשנ"ט - 1999 ("חוק החברות") ולתקנות החברות (תנאים ומבחנים לדירקטור בעל מומחיות חשבונית ופיננסית ולדירקטור בעל כשירות מקצועית), תשס"ו - 2005 ("תקנות החברות") כדלהלן:

1. הנני כשירה להתמנות לדירקטור בחברה.
2. כי יש לי הכישרון הדרושים (מיכולת להקדיש את הומון הראוי לשם ביצוע תפקידי כדירקטור בחברה, וביניהם:
 - א. תשלוח: [Redacted]
 - ב. תחנות כדירקטור חיצוני: [Redacted]
 - ג. ליסון מקצועי: [Redacted]
3. הנני בעלת "כשירות מקצועית" או בעל מומחיות חשבונית ופיננסית, בהתאם לאמור בחוק החברות ותקנות החברות, על פי חוראות תקנות החברות, בנוסחם במועד החתימה על הצהרה זו.
4. לא מתקיימות לגבי החגבלות הקבועות בסעיפים 226 ו-227 לחוק החברות: לא הורשעתי בפסק דין חלוט באיון מן העבירות לפי סעיפים לפי סעיפים 290 עד 392, 435, 438 עד 420, ו-422 עד 428, לחוק העונשין, תתשל"ו-1977, ולפי סעיפים 352, 353 (א) ו-54 לחוק נירות ערד, התשכ"ח-1968. לא הורשעתי בבית משפט מחוץ לישראל בעבירות שוחד, מרמה, עבירות ממחלים בתאגיד או עבירות של ניצול מידע פנים. לא הורשעתי בעבירה אחרת אשר בית משפט קבע כי מפאת מוחותה, חומרתה או נסיבותיה אינני ראוי לשמש כדירקטור בחברה ציבורית.
5. ידועות לי חובות תחודעה החלות עליי מכוח סעיפים 227 א ו-245 לחוק והנני מתחייבת למלא אותן כנדרש.
6. אינני קטיףח פסולות דין ולא חוכרותי כפושטת רגל.
7. יש לבחור אחת משתי האפשרויות שלחלן ולמחוק את המיותר:

אין לי, לקרובי לעותמי, למעבידי, למי שאני כפופה לו במשרין או כעקיפן, או לתאגיד שאני בעלת שליטה בו, במועד חמינוי או בשנתיים שקדמו לו, זיקה לחברה, לבעל השליטה בחברה במועד חמינוי, או לתאגיד אחר, לעניין סעיף זה -

Appendix C

Eli Rozen	1
Jacob Hassan	2
Avi Landman	3
Chaim Schulman	4
Ron Peer	5
Moshe Wolfson	6
Eyal Tuchman	7
Eli Basson	8
Israel Kalman	9
Lior Matza	10
Gery Geva	11
Yossi Avraham law firm	12
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Appendix D1

Services Agreement

This Services Agreement (the "**Agreement**") is made and entered into as of July 8, 2010, by and between Vuance Ltd., a company existing under the laws of the State of Israel (the "**Company**") and Eli Rozen, I.D. # 067341313 (the "**Service Provider**").

Whereas the Company and the Service Provider are parties to a certain Service Agreement, dated as of November 1, 2001, which provides that the Service Provider will render to the Company certain services, including services as the Chairman of the Board of Directors of the Company (such agreement, as amended, the "**Existing Service Agreement**"); and

Whereas the Service Provider has recently submitted a resignation letter from the Board of Directors of the Company; and

Whereas the Company is aware of the Service Provider's skills and abilities and desires to continue to receive from the Service Provider consulting services pursuant to the terms and conditions as set forth in this Agreement even after such resignation will become effective; and

Whereas the Service provider agrees to provide such services to the Company on such terms and conditions;

Now, therefore, the parties hereto agree as follows:

1. General

- 1.1 The preamble to this Agreement constitutes an integral part hereof.
- 1.2 The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.

2. The Services

Subject to the approval of this Agreement by the appropriate organs of the Company as required by applicable law (the "**Approvals**"), the Company hereby engages the Service Provider and the Service Provider hereby agrees to provide the Company with ongoing consulting services as may be reasonably required by the Company (the "**Services**"), commencing on July 8, 2010 (the "**Effective Date**"). The Services shall be rendered in a diligent, conscientious and professional manner, pursuant to guidelines and procedures set forth by the Board of Directors of the Company from time to time.

- 2.1 The Service Provider acknowledges that the Services will require devotion of time and attendance according to the needs of the Company. The Services shall be to the satisfaction of the Company, as determined in the unrestricted discretion of the Board of Directors of the Company.

3. **Representations and Warranties of the Service Provider**

The Service Provider represents and warrants the following:

- 3.1 That subject to the receipt of the Approvals, there are no legal, contractual or any other restrictions limiting his ability to perform the Services under this Agreement in accordance with the terms hereof.
- 3.2 That he has the necessary knowledge and experience and is capable of competently and diligently providing all the services under this Agreement.
- 3.3 That, subject to the payment by the Company of the consideration due to him under the Existing Service Agreement or such amount in lieu thereof as may be determined according to a general debt settlement arrangement which the Company contemplates to bring to the approval of the court pursuant to Section 350 of the Companies Law, 1999-5760, or any other general debt arrangement, he irrevocably waives any claims he has and/or will have against the Company arising from or in connection with the Existing Service Agreement or the termination thereof. The Service Provider agrees that in such general debt settlement arrangement, he will be entitled to an amount equal to 40% of the consideration due to him as at the Effective Date under the Existing Services Agreement.

4. **Term and Termination**

- 4.1 Subject to the receipt of the Approvals, this Agreement shall enter into force and effect on the Effective Date and shall continue in force until the earliest of: (i) the second anniversary of the Effective Date, (ii) the termination, for any reason, of the Company's Regstru Project in Moldova (the "**Project**"), including in the event of sale by the Company of the Project or the assignment by the Company of its rights and obligations with respect thereto, and (iii) the termination of this Agreement pursuant to the provisions hereof or applicable law.
- 4.2 The Service Provider may terminate this Agreement by providing thirty (30) days prior written notice to the Company.
- 4.3 This Agreement may be terminated by the Company immediately, by written notice to the Service Provider, upon the occurrence of any of the following events: (a) a perpetration by the Service Provider of a criminal offence, or a breach of trust or impairment to the Company, its monies, property, assets or employees by the Service Provider; (b) a breach of the Service Provider's undertakings with regard to confidentiality, intellectual property or non-competition; (c) any other breach by the Service Provider of this Agreement which has not been cured within

thirty (30) days following receipt of a written notice of such breach.

- 4.4 In any event of termination of this Agreement for any reason whatsoever, the Service Provider shall assist the Company with an orderly transfer of all of the Service Provider's activities to any other person or entity chosen by the Company.

5. **Consideration**

- 5.1 The Company shall pay the Service Provider for the Services an annual fee (the "**Consideration**") equal to two percent (2%) of the Company's gross annual receipts from the Project.

The Consideration shall be payable to the Service Provider in twelve (12) consecutive monthly installments, in arrears, each by no later than the tenth (10th) day of the applicable month.

In the event of the sale of the Project by the Company, including through the assignment by the Company of its rights and obligations with respect thereto, during the term hereof, the Company shall pay to the Service Provider an amount of \$240,000 less the total amount of Consideration theretofore paid to him).

- 5.2 In addition to the Consideration, and for as long as the Service Provider shall provide the Company with the Services under this Agreement, the Company shall bear all reasonable costs and expenses incurred by the Service Provider in connection with the Services, in accordance with the Company's reimbursement rules and procedures in force from time to time.

- 5.3 Other than as expressly provided for in this Agreement, the Service Provider shall not be entitled to any other payment or consideration of any type or nature whatsoever, including, without limitation, any fees, bonuses, reimbursement for expenses or the like.

- 5.4 Each payment shall be made against an invoice issued by the Service Provider, to the full satisfaction of the Company. Applicable Value Added Tax shall be added to each payment.

- 5.5 Subject to the provision of section 5.4, the payments to be made by the Company to the Service Provider hereunder are inclusive of all taxes, levies and other compulsory payments of any kind, all of which shall be borne by the Service Provider solely. To the extent required under any applicable law, the Company may withhold any tax from any payment to the Service Provider hereunder and remit the balance to the Service Provider.

6. **Confidentiality; Proprietary Rights**

- 6.1 **Confidentiality**. The Service Provider recognizes and acknowledges that the systems (including specifications, programs and documentation), the

methods and data, and the developments, designs, inventions, improvements, trade secrets and works of authorship, which the Company, or any employee thereof, owns, plans, or develops (whether for its own use or for use by its clients) are confidential and are the property of the Company. All of these materials and information will be referred to below as "Proprietary Information".

The Service Provider further recognizes and acknowledges that any discoveries, developments, designs, inventions and improvements, directly or indirectly related to the business of the Company or its clients (the "Creations") made or acquired by him and whether or not made or acquired by him in business hours or at the premises of the Company and whether or not made or acquired with the assistance of materials supplied by the Company and whether or not the Service Provider shall have been requested by the Company to make or acquire such Creations shall belong to the Company.

Upon request, the Service Provider will execute any instrument required to vest in the Company complete title and ownership to such Creations, and will at the request and expense of the Company execute any necessary instrument to obtain legal protection in Israel and foreign countries for such Creations and for the purposes of vesting title thereto in the Company, all without any additional compensation of any kind to the Service Provider.

- 6.2 Non-Disclosure. The Service Provider agrees that, except as directed by the Company, he will not, during the term of this Agreement and for an unlimited time thereafter, disclose to any third party or use, directly or indirectly, whether for his own benefit or the benefit of others, any Proprietary Information, or permit any third party to examine or make copies of any document (whether in written or any other form) which may contain or be derived from the Proprietary Information.

7. Non-Competition

The Service Provider undertakes not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise) at any time, during the term hereof and for five (5) years following the expiration or termination of this Agreement, to engage in any work or activity that is competitive with the Company's activities or products actively marketed or under active development by the Company, nor to solicit any employee of the Company to resign from or otherwise leave the employment of the Company.

Independent Contractor

- 7.1 The relationship between the parties under this Agreement is strictly that of independent parties, where the Service Provider, acting solely as an independent contractor, shall supply the Services to the Company. Nothing herein shall be deemed to create the relationship of employer-

employee, agency, joint venture or partnership between the parties or between either of the parties and any third person.

- 7.2 The Service Provider undertakes that he and/or anyone on his behalf shall not assert any claim against the Company, its shareholders, directors, officers or representatives any cause of action or claim in connection with employer-employee relations which may have allegedly existed between him and the Company, and if he does so, he shall indemnify the Company upon its first demand for any expense that may be occasioned to it in respect of or in connection with a claim as aforesaid, including attorney's fees.
- 7.3 Without prejudice to the generality of the foregoing, it is hereby agreed that the Service Provider and anyone acting on his behalf shall not be entitled to receive from the Company any severance pay and/or any other payment and/or other consideration deriving from employer-employee relations and/or the termination thereof and/or any social benefits.
- 7.4 If for any reason whatsoever a competent authority, including a judicial body, determines that the Service Provider or any one on his behalf is the Company's employee, the following provisions shall apply:
- 7.4.1 In lieu of the Consideration that was paid to the Service Provider from the Effective Date, the Service Provider shall be deemed to have been entitled only to a reduced consideration (gross) of 70% of the consideration actually paid to the Service Provider (the "**Reduced Consideration**"), and in such event the Service Provider shall be deemed only entitled to the Reduced Consideration retroactively from the Effective Date.
- 7.4.2 The Service Provider shall immediately refund to the Company any amount paid from the Effective Date that was paid in excess of the Reduced Consideration, linked to the Israeli consumer price index from the date of each payment to the date of actual refund.

8. Miscellaneous

- 8.1 Assignment. The Service Provider may not assign any of his obligations or rights under this Agreement to any third party without the express prior written consent of the Company.
- 8.2 Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.

If this Agreement shall become effective (i.e., if the Approvals are received), then concurrently therewith, without any further action, the Existing Service Agreement shall be terminated effective retroactively as

of the Effective Date.

- 8.3 Governing Law, Jurisdiction. This Agreement shall be governed by and construed exclusively according to the laws of the State of Israel, and any dispute arising under or in connection herewith shall be presented in and determined exclusively by the courts of the state of Israel.
- 8.4 No Waiver. No failure or delay on the part of either party hereto in exercising any right, power or remedy thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted thereunder must be in writing and shall be valid only in the specific instance in which given.
- 8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 8.6 Notices. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be faxed or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision:

if to the Company: Vuance Ltd.
Sagid House, 1 HaMalit Street
Hasharon Industrial Park
Qadima 60920

if to the Service Provider: Eli Rozen
3 Tiran Street
Herzelia 46638

Any notice sent in accordance with this Section 8.6 shall be effective (i) if mailed by registered or certified mail, four (4) business days after mailing, (ii) if sent by messenger, upon actual receipt or refusal thereof, and (iii) if sent via facsimile, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt

(provided, however, that any notice of change of address shall only be valid upon receipt).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

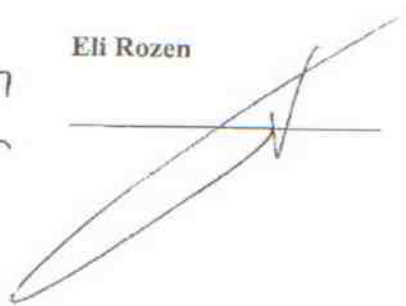
Vuance Ltd.

By: 

Name: Eyal

Title: מנהל

Eli Rozen



Appendix D2

Services Agreement

This Services Agreement (the "Agreement") is made and entered into as of July 8, 2010, by and between Vuance Ltd., a company existing under the laws of the State of Israel (the "Company") and Jacob Hassan, ID No. 062269717 (the "Service Provider").

- Whereas** the Company and the Service Provider are parties to a certain Service Agreement, dated as of November 1, 2001, which provides that the Service Provider will render to the Company certain services (such agreement, as amended, the "Existing Service Agreement"); and
- Whereas** the Company is aware of the Service Provider's skills and abilities and desires to continue to receive from the Service Provider services pursuant to the terms and conditions as set forth in this Agreement; and
- Whereas** the Service provider agrees to provide such services to the Company on such terms and conditions;

Now, therefore, the parties hereto agree as follows:

1. General

- 1.1 The preamble to this Agreement constitutes an integral part hereof.
- 1.2 The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.

2. The Services

Subject to the approval of this Agreement by the appropriate organs of the Company as required by applicable law (the "Approvals"), the Company hereby engages the Service Provider and the Service Provider hereby agrees to provide the Company with ongoing consulting services as may be reasonably required by the Company (the "Services"), commencing on July 8, 2010 (the "Effective Date"). The Services shall be rendered in a diligent, conscientious and professional manner, pursuant to guidelines and procedures set forth by the Board of Directors of the Company from time to time.

- 2.1 The Service Provider acknowledges that the Services will require devotion of time and attendance according to the needs of the Company. The Services shall be to the satisfaction of the Company, as determined in the unrestricted discretion of the Board of Directors of the Company.

3. Representations and Warranties of the Service Provider

The Service Provider represents and warrants the following:

- 3.1 That subject to the receipt of the Approvals, there are no legal, contractual or any other restrictions limiting his ability to perform the Services under this Agreement in accordance with the terms hereof.
- 3.2 That he has the necessary knowledge and experience and is capable of competently and diligently providing all the services under this Agreement.
- 3.3 That, subject to the payment by the Company of the consideration due to him under the Existing Service Agreement or such amount in lieu thereof as may be determined according to a general debt settlement arrangement which the Company contemplates to bring to the approval of the court pursuant to Section 350 of the Companies Law, 1999-5760, or any other general debt arrangement, he irrevocably waives any claims he has and/or will have against the Company arising from or in connection with the Existing Service Agreement or the termination thereof. The Service Provider agrees that in such general debt settlement arrangement, he will be entitled to an amount equal to 40% of the consideration due to him as at the Effective Date under the Existing Services Agreement.

4. Term and Termination

- 4.1 Subject to the receipt of the Approvals, this Agreement shall enter into force and effect on the Effective Date and shall continue in force until the earliest of: (i) the second anniversary of the Effective Date, (ii) the termination, for any reason, of the Company's Regstru Project in Moldova (the "Project"), including in the event of sale by the Company of the Project or the assignment by the Company of its rights and obligations with respect thereto, and (iii) the termination of this Agreement pursuant to the provisions hereof or applicable law.
- 4.2 The Service Provider may terminate this Agreement by providing thirty (30) days prior written notice to the Company.
- 4.3 This Agreement may be terminated by the Company immediately, by written notice to the Service Provider, upon the occurrence of any of the following events: (a) a perpetration by the Service Provider of a criminal offence, or a breach of trust or impairment to the Company, its monies, property, assets or employees by the Service Provider; (b) a breach of the Service Provider's undertakings with regard to confidentiality, intellectual property or non-competition; (c) any other breach by the Service Provider of this Agreement which has not been cured within thirty (30) days following receipt of a written notice of such breach.
- 4.4 In any event of termination of this Agreement for any reason whatsoever, the Service Provider shall assist the Company with an orderly transfer of all of the Service Provider's activities to any other person or entity chosen by the Company.

5. Consideration

- 5.1 The Company shall pay the Service Provider for the Services a monthly fee of \$3,000 (the "Consideration"). The Consideration shall be payable to the Service Provider no later than the tenth (10th) day of the month next ensuing the month in respect of which it is payable.

In the event of the sale of the Project by the Company, including through the assignment by the Company of its rights and obligations with respect thereto, during the term hereof, the Company shall pay to the Service Provider an amount of \$72,000 less the total amount of Consideration theretofore paid to him).

- 5.2 In addition to the Consideration, the Company shall (i) grant to the Service Provider an option, pursuant to the Company's SOP prevailing at the time of the grant, to purchase up to 100,000 ordinary shares of the Company, at a purchase price, with a vesting period and exercisable during such period of time, as the Board of Directors or the committee which manages the SOP determines in accordance with that which is customary in the Company at such time, and (ii) as long as the Service Provider provides the Company with the Services under this Agreement, bear all reasonable costs and expenses incurred by the Service Provider in connection with the Services, in accordance with the Company's reimbursement rules and procedures in force from time to time.
- 5.3 Other than as expressly provided for in this Agreement, the Service Provider shall not be entitled to any other payment or consideration of any type or nature whatsoever, including, without limitation, any fees, bonuses, reimbursement for expenses or the like.
- 5.4 Each payment shall be made against an invoice issued by the Service Provider, to the full satisfaction of the Company. Applicable Value Added Tax shall be added to each payment.
- 5.5 Subject to the provision of section 5.4, the payments to be made by the Company to the Service Provider hereunder are inclusive of all taxes, levies and other compulsory payments of any kind, all of which shall be borne by the Service Provider solely. To the extent required under any applicable law, the Company may withhold any tax from any payment to the Service Provider hereunder and remit the balance to the Service Provider.

6. Confidentiality; Proprietary Rights

- 6.1 Confidentiality. The Service Provider recognizes and acknowledges that the systems (including specifications, programs and documentation), the methods and data, and the developments, designs, inventions, improvements, trade secrets and works of authorship, which the Company, or any employee thereof, owns, plans, or develops (whether for its own use or for use by its clients) are confidential and are the property of the Company. All of these materials and information will be referred to below as "Proprietary Information".

The Service Provider further recognizes and acknowledges that any discoveries, developments, designs, inventions and improvements, directly or indirectly related to the business of the Company or its clients (the "Creations") made or acquired by him and whether or not made or acquired by him in business hours or at the premises of the Company and whether or not made or acquired with the assistance of materials supplied by the Company and whether or not the Service Provider shall have been requested by the Company to make or acquire such Creations shall belong to the Company.

Upon request, the Service Provider will execute any instrument required to vest in the Company complete title and ownership to such Creations, and will at the request and expense of the Company execute any necessary instrument to obtain legal protection in Israel and foreign countries for such Creations and for the purposes of vesting title thereto in the Company, all without any additional compensation of any kind to the Service Provider.

- 6.2 Non-Disclosure. The Service Provider agrees that, except as directed by the Company, he will not, during the term of this Agreement and for an unlimited time thereafter, disclose to any third party or use, directly or indirectly, whether for his own benefit or the benefit of others, any Proprietary Information, or permit any third party to examine or make copies of any document (whether in written or any other form) which may contain or be derived from the Proprietary Information.

7. Non-Competition

The Service Provider undertakes not, directly or indirectly (whether as owner, partner, consultant, employee or otherwise) at any time, during the term hereof and for five (5) years following the expiration or termination of this Agreement, to engage in any work or activity that is competitive with the Company's activities or products actively marketed or under active development by the Company, nor to solicit any employee of the Company to resign from or otherwise leave the employment of the Company.

Independent Contractor

- 7.1 The relationship between the parties under this Agreement is strictly that of independent parties, where the Service Provider, acting solely as an independent contractor, shall supply the Services to the Company. Nothing herein shall be deemed to create the relationship of employer-employee, agency, joint venture or partnership between the parties or between either of the parties and any third person.
- 7.2 The Service Provider undertakes that he and/or anyone on his behalf shall not assert any claim against the Company, its shareholders, directors, officers or representatives any cause of action or claim in connection with employer-employee relations which may have allegedly existed between him and the Company, and if he does so, he shall

indemnify the Company upon its first demand for any expense that may be occasioned to it in respect of or in connection with a claim as aforesaid, including attorney's fees

- 7.3 Without prejudice to the generality of the foregoing, it is hereby agreed that the Service Provider and anyone acting on his behalf shall not be entitled to receive from the Company any severance pay and/or any other payment and/or other consideration deriving from employer-employee relations and/or the termination thereof and/or any social benefits.
- 7.4 If for any reason whatsoever a competent authority, including a judicial body, determines that the Service Provider or any one on his behalf is the Company's employee, the following provisions shall apply:
- 7.4.1 In lieu of the Consideration that was paid to the Service Provider from the Effective Date, the Service Provider shall be deemed to have been entitled only to a reduced consideration (gross) of 70% of the consideration actually paid to the Service Provider (the "**Reduced Consideration**"), and in such event the Service Provider shall be deemed only entitled to the Reduced Consideration retroactively from the Effective Date.
- 7.4.2 The Service Provider shall immediately refund to the Company any amount paid from the Effective Date that was paid in excess of the Reduced Consideration, linked to the Israeli consumer price index from the date of each payment to the date of actual refund.

8. Miscellaneous

- 8.1 Assignment. The Service Provider may not assign any of his obligations or rights under this Agreement to any third party without the express prior written consent of the Company.
- 8.2 Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.
- If this Agreement shall become effective (i.e., if the Approvals are received), then concurrently therewith, without any further action, the Existing Service Agreement shall be terminated effective retroactively as of the Effective Date.
- 8.3 Governing Law, Jurisdiction. This Agreement shall be governed by and construed exclusively according to the laws of the State of Israel, and any dispute arising under or in connection herewith shall be presented in and determined exclusively by the courts of the state of Israel.
- 8.4 No Waiver. No failure or delay on the part of either party hereto in

exercising any right, power or remedy thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted thereunder must be in writing and shall be valid only in the specific instance in which given.

- 8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 8.6 Notices. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be faxed or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed to such party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision:

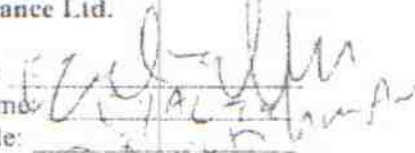

if to the Company: Vuance Ltd,
Sagid House, 1 HaMalit Street
Hasharon Industrial Park
Qadima 60920

if to the Service Provider: Jacob Hassan
21 Shenat Ha'Yovel Street
Hod Ha'Sharon 45304

Any notice sent in accordance with this Section 8.6 shall be effective (i) if mailed by registered or certified mail, four (4) business days after mailing, (ii) if sent by messenger, upon actual receipt or refusal thereof, and (iii) if sent via facsimile, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt (provided, however, that any notice of change of address shall only be valid upon receipt).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

Yuance Ltd.

By: 
Name: _____
Title: _____


Jacob Hassan



Appendix D₃

Services Agreement

This Services Agreement (the "**Agreement**") is made and entered into as of July 8, 2010, by and between Vuanco Ltd., a company existing under the laws of the State of Israel (the "**Company**") and Avi Landman, ID No. 067151761 (the "**Service Provider**").

Whereas the Company and the Service Provider are parties to a certain Service Agreement, dated as of November 1, 2001, which provides that the Service Provider will render to the Company certain services (such agreement, as amended, the "**Existing Service Agreement**"); and

Whereas the Service Provider has recently submitted a resignation letter from the Board of Directors of the Company; and

Whereas the Company is aware of the Service Provider's skills and abilities and desires to continue to receive from the Service Provider services pursuant to the terms and conditions as set forth in this Agreement even after such resignation; and

Whereas the Service provider agrees to provide such services to the Company on such terms and conditions;

Now, therefore, the parties hereto agree as follows:

1. General

1.1 The preamble to this Agreement constitutes an integral part hereof.

1.2 The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.

2. The Services

Subject to the approval of this Agreement by the appropriate organs of the Company as required by applicable law (the "**Approvals**"), the Company hereby engages the Service Provider and the Service Provider hereby agrees to provide the Company with management services with respect to the Company's Prime Minister Project (the "**Services**" and the "**Project**", respectively), commencing on July 8, 2010 (the "**Effective Date**"). The Services shall be rendered in a diligent, conscientious and professional manner, pursuant to guidelines and procedures set forth by the Board of Directors of the Company from time to time.

2.1 The Service Provider acknowledges that the Services will require devotion of time and attendance according to the needs of the Company in connection with the Project. The Services shall be to the satisfaction of the Company, as determined in the unrestricted discretion of the Board of Directors of the Company.

3. **Representations and Warranties of the Service Provider**

The Service Provider represents and warrants the following:

- 3.1 That subject to the receipt of the Approvals, there are no legal, contractual or any other restrictions limiting his ability to perform the Services under this Agreement in accordance with the terms hereof.
- 3.2 That he has the necessary knowledge and experience and is capable of competently and diligently providing all the services under this Agreement.
- 3.3 That, subject to the payment by the Company of the consideration due to him under the Existing Service Agreement or such amount in lieu thereof as may be determined according to a general debt settlement arrangement which the Company contemplates to bring to the approval of the court pursuant to Section 350 of the Companies Law, 1999-5760, or any other general debt arrangement, he irrevocably waives any claims he has and/or will have against the Company arising from or in connection with the Existing Service Agreement or the termination thereof. The Service Provider agrees that in such general debt settlement arrangement, he will be entitled to an amount equal to 40% of the consideration due to him as at the Effective Date under the Existing Services Agreement.

4. **Term and Termination**

- 4.1 Subject to the receipt of the Approvals, this Agreement shall enter into force and effect on the Effective Date and shall continue in force until the earlier of: (i) the second anniversary of the Effective Date, and (ii) the termination of this Agreement pursuant to the provisions hereof or applicable law.
- 4.2 The Service Provider may terminate this Agreement by providing thirty (30) days prior written notice to the Company.
- 4.3 This Agreement may be terminated by the Company immediately, by written notice to the Service Provider, upon the occurrence of any of the following events: (a) a perpetration by the Service Provider of a criminal offence, or a breach of trust or impairment to the Company, its monies, property, assets or employees by the Service Provider; (b) a breach of the Service Provider's undertakings with regard to confidentiality, intellectual property or non-competition; (c) any other breach by the Service Provider of this Agreement which has not been cured within thirty (30) days following receipt of a written notice of such breach.
- 4.4 In any event of termination of this Agreement for any reason

whatsoever, the Service Provider shall assist the Company with an orderly transfer of all of the Service Provider's activities to any other person or entity chosen by the Company, in compliance with and subject to the special security requirements of the customer.

5. **Consideration**

- 5.1 The Company shall pay the Service Provider for the Services a monthly fee of \$3,000 (the "**Consideration**"). The Consideration shall be payable to the Service Provider no later than the tenth (10th) day of the month next ensuing the month in respect of which it is payable.
- 5.2 In addition to the Consideration, the Company shall (i) grant to the Service Provider an option, pursuant to the Company's then prevailing SOP, to purchase up to 50,000 ordinary shares of the Company, at a purchase price, with a vesting period and exercisable during such period of time, as the Board of Directors or the committee which manages the SOP determines in accordance with that which is customary in the Company at such time, (ii) as long as the Service Provider provides the Company with the Services under this Agreement, (a) bear all reasonable costs and expenses incurred by the Service Provider in connection with the Services, in accordance with the Company's reimbursement rules and procedures in force from time to time, and (b) provide the Service Provider with a Company owned cellular phone and an automobile (which shall not be of a lesser type or quality than the car currently provided to the Service Provider under the Existing Services Agreement), including reimbursement of all related maintenance, fuel, repairs, insurance and other costs.
- 5.3 Other than as expressly provided for in this Agreement, the Service Provider shall not be entitled to any other payment or consideration of any type or nature whatsoever, including, without limitation, any fees, bonuses, reimbursement for expenses or the like.
- 5.4 Each payment shall be made against an invoice issued by the Service Provider, to the full satisfaction of the Company. Applicable Value Added Tax shall be added to each payment.
- 5.5 Subject to the provision of section 5.4, the payments to be made by the Company to the Service Provider hereunder are inclusive of all taxes, levies and other compulsory payments of any kind, all of which shall be borne by the Service Provider solely. To the extent required under any applicable law, the Company may withhold any tax from any payment to the Service Provider hereunder and remit the balance to the Service Provider.

6. **Confidentiality; Proprietary Rights**

- 6.1 **Confidentiality.** The Service Provider recognizes and acknowledges that the systems (including specifications, programs and documentation), the methods and data, and the developments, designs, inventions,

