

DISCLAIMER
**INTRODUCING ISRAELI ENTITIES TO PARTICIPATE IN THE CHINA-ISRAEL
CHANGZHOU INNOVATION PARK (CIP) Initiative**

IMPORTANT – READ CAREFULLY

This Disclaimer constitutes a legal agreement that is entered into as of [], 20__ between [], a company organized under the law of Israel with company number [] (the "**Company**") and the **Israel Innovation Authority** ("**Israel Innovation Authority**").

The Parties hereto, intending to be legally bound, agree as follows:

1. The Guidelines for the China-Israel Changzhou Innovation Park Initiative ("**CIP Initiative**") and all documents, materials and information supplied with respect to the application of entering the Changzhou West Taihu Lake Science and Technology Industrial Park (the "**Park**") through CIP Initiative (collectively, the "**Guidelines**") (reference to which shall include all information supplied in connection herewith) have been prepared by the Israel Innovation Authority and the Administrative Committee of Jiangsu Province Wujin Economic Zone ("**WEZ**"), solely based on information publicly available as well as information provided by WEZ. The sole purpose of the Guidelines is to provide an overview for Israeli companies wishing to participate in the CIP Initiative that will be operated in the Park. The Israel Innovation Authority has no ownership of, or control over, any of the assets, business affairs or security interests of WEZ with respect to which information is provided and has no, and does not purport to have any, authority to represent, act on behalf of, or bind WEZ for any purpose whatsoever or otherwise to effect any participation with respect to WEZ.
2. All data contained in the Guidelines has been solely received from the representations of WEZ. The Company should conduct its own independent investigation and analysis of the business, data and information described in the Guidelines before concluding any agreement. The Guidelines do not purport to provide the Company with a comprehensive description of WEZ and its business, financial condition or prospects. None of the Israel Innovation Authority, the State of Israel nor their respective directors, officers, employees or advisers or any other person makes any representations or warranties, express or implied, as to the accuracy, completeness or fairness of the Guidelines and no responsibility or liability is accepted for its accuracy or sufficiency. No reliance may be placed for any purpose whatsoever on the information contained in the Guidelines or on its completeness, accuracy or fairness and any liability therefore is hereby expressly disclaimed.
3. The Guidelines do not constitute an offer or an invitation for the Company to participate in CIP Initiative. The contents of the Guidelines are for informational purposes only. Therefore, in the event of any inconsistencies between the Guidelines and any other such document, the contents of such other document shall govern.
4. All statements, other than statements of historical facts, included in the Guidelines including but not limited to those regarding WEZ or the Park's business strategy, plans and objectives as well as management for future operations etc. may be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Israel Innovation Authority and/or the State of Israel and/or any person named herein is therefore not in a position to make any representations as to the accuracy of the projections, predictions, and assumptions contained herein or their effects on the Company.

5. The Israel Innovation Authority is acting on behalf of WEZ and for no one else in connection with the proposed participation, including with respect to its role in the screening process relating thereto, and will not be responsible to any person or other entities for providing service in relations to the purposed participation.
6. By signing this Disclaimer, the Company agrees to be bound by the foregoing limitations and acknowledges that it is a sophisticated business entity, capable of evaluating the risks and merits of participation in the Park. The Company hereby waives any claims against the Israel Innovation Authority and/or against the State of Israel in relation to its application process for participation in the Park (whether approved or denied by the Israel Innovation Authority or by WEZ, for any reason whatsoever) or for its participation in the Park or for any misrepresentation, in accuracy, misstatement or omission contained in the Guidelines.
7. This Disclaimer will be governed by Israeli law and the Parties to this Disclaimer agree to submit to the exclusive jurisdiction of the competent courts of Tel Aviv, Israel.

[Insert name of the Company]:

By:
Title:

Signature:

Date:

Israel Innovation Authority
By:
Title: Head of International Department

Date: