



Document B1 – Master Service Agreement

Netivei Ayalon Ltd.

Framework Agreement Number 12/20

Agreement number _____

Master Service Agreement

For the Provision of Technical Solutions for Identifying the Number of Passengers in a Vehicle

Formed and signed on the _____ of the month of _____, 2020

Between

Netivei Ayalon Ltd.

(Hereinafter and in all documents of this Agreement: “**the Client**”/“**the Company**”/“**Netivei Ayalon**”)

And

(Hereinafter and in all documents of this Agreement: “**the Supplier**”/“**the Master Service Supplier**”)

Whereas the Client seeks technical solutions for identifying the number of passengers in a vehicle (hereinafter: “**the Project**”);

And whereas the Client published the Master Services Tender number 12/20 for providing technical solutions for identifying the number of passengers in a vehicle (hereinafter: “**the Tender**”) to build a pool of Master Service Suppliers, with whom this Agreement was formed, and from which the Client may choose, in accordance with, and subject to the provisions of this Agreement, the Master Service Supplier that will carry out individual execution of tasks, as will be assigned from time to time, and as the Client may instruct according to this Agreement;

And whereas the Client received the Supplier’s proposal for the Tender and upon signing this Agreement with the Supplier, the Supplier was included in the pool of the Master Service Suppliers, and undertakes to carry out the execution tasks in accordance with this Agreement, the procedures of Netivei Ayalon, and as the Client may instruct from time to time;

And whereas the parties wish to define in this Agreement their relationship regarding the inclusion of the Supplier in the pool of the Master Service Suppliers, all as detailed in this Agreement.

Therefore, the following was agreed, conditioned and declared in writing:

1. General

- 1.1. The preface of this Agreement constitutes an inseparable part thereof.
- 1.2. The paragraph titles in this Agreement are for the reader's convenience only, and shall not be used for the interpretation of the content of these paragraphs in any manner or form.
- 1.3. In this Agreement, the use of masculine form applies also to female parties, and the use of singular form applies also to groups, and all when there is no other intention implied.
- 1.4. The provisions of this Agreement complement the provisions of the standard Suppliers Agreement, as defined below. However, they will supersede any contradictory instruction in the standard Suppliers Agreement, unless otherwise explicitly specified.
- 1.5. The terms in this Agreement will have the same meaning as defined in the Tender documents, unless otherwise indicated.

2. The Agreement Documents

The below documents, attached as a reference, including those which amend and/or modify them and/or are referred to and/or additions explicitly indicated as such, will constitute and/or be considered as an inseparable part of this Agreement (hereinafter: "**the Agreement**"):

- 2.1. Document A – the Master Service Supplier's proposal for all its appendixes and all Tender documents
- 2.2. Document B – a standard Supplier Agreement including its appendixes
- 2.3. Document C – technical requirements document

3. Definitions

- 3.1. In this Agreement, the following terms will have the following meanings:

Schedule	Details of the dates on which the Master Service Supplier must carry out the services and works included in the execution task (including the time of commencement and completion);
Master Service Suppliers pool	A pool in which all winners of the Tender who signed a Master Service Agreement (this Agreement) with the Company are to be included;
Execution Task	Specific tasks for execution of services, to be carried out by any of the Master Service Suppliers in

	accordance with the requirements of the individual request for this task;
"The Services"/"the Works"	Supply, installation and maintenance services for the system for identifying the number of passengers in a vehicle, as detailed in the Technical Requirements documents and the other Tender documents, as well as the Services to be defined in the framework of an individual request to be forwarded to the winning bidders in accordance with the below- detailed mechanisms;
Individual Request	As defined in paragraph 5 below;
Plans	Engineering plans to be provided by the Client or anyone on its behalf, according to which the Supplier will carry out the execution task;
Accuracy level	The accuracy level of the proffered system as detailed in paragraph 3 of the Technical Requirements document (document C of the Tender documents);
Passengers counting station	A system unit to be placed at the instruction of the Company, including all components and capabilities presented by the Master Service Supplier in the framework of the Tender procedure.

4. Contract period

- 4.1. The period of the contract between the Client and the Supplier will be 24 months (hereinafter: "**the Contract Period**").
- 4.2. The Contract Period will commence on the day the Supplier signs the first Master Service Agreement with the Company and is include in the Master Service Suppliers Pool. It must be clarified that if the Supplier signs its Agreement with the Client on a later date than the first aforementioned Supplier, the period of the contract with the latter Supplier will commence on the day of the signing of the contract with the first Supplier, not on the signing date of the second Agreement.
- 4.3. The Client has the option, at its sole discretion, to extend in a written notice the Contract Period according to the Agreement, to 3 additional periods of up to 12 months each (hereinafter: "**the Extension Period**"), so that the sum of the entire Contract Period does not exceed 60 months. It is hereby clarified that the Client may, at its sole discretion, and without the need to explain its decision,

extend the Contract Period with only some of the Master Service Suppliers, and the Supplier hereby relinquishes any claim, demand or suit in this regard.

- 4.4. The Client will have the possibility, at its sole discretion, to terminate the Contract Period in a 45-day notice for any or all of the Master Service Suppliers – at its sole discretion, without detracting from any other provision in this Agreement and/or the standard Suppliers Agreement.
- 4.5. If the Client assigned to the Supplier, in the framework of the Contract Period and according to this Agreement an execution task, the provisions of this Agreement will apply to the same execution task until its completion, including its delivery and testing period, even if the Contract Period and/or the Extension Period has ended during that time according to this Agreement. Upon the conclusion of the Contract Period, including the Extension Period, the Client will not be entitled to request from the Master Service Supplier the execution of a new task. However, the execution of tasks assigned to the Master Service Supplier at the end of the contract and/or Extension Period will be completed in accordance with the determined schedule, even if the conclusion of these tasks is after the end of the contract's Extension Period.

5. Completion of development

- 5.1. The Master Service Supplier undertakes to continue developing the capacities of the system proffered by him in the framework of the Tender, in a manner that improves the accuracy level of the system (in accordance with the definitions of the Tender documents) to an accuracy level of at least 90%, within 6 months after the time of notice on its winning of the Tender (hereinafter: **“Development Completion”** and **“Period of Development Completion”**, respectively). (Insofar as relevant, in accordance with the provisions of the Tender documents for the Master Service Supplier whose system displayed an accuracy level lower than 90% in practice).
- 5.2. Upon the conclusion of the Development Completion period, the accuracy level of the system proffered by all winning bidders will be remeasured (even those which displayed an accuracy level of more than 90% in practice), in the framework of a field experiment, in accordance with the provisions of the Company, and Master Service Suppliers will be required to prove that the system propelled by them operates with an accuracy level of at least 90%.
- 5.3. Each one of the Master Service Suppliers will be entitled to a reward in the sum of 50,000 NIS before VAT, for an improvement of every 1% above the 90% accuracy level of the proffered system, in the framework of the additional practical test conducted as part of the Tender procedure, up to a maximum ceiling of 250,000 NIS before VAT.
(If relevant – winning bidders whose system displayed an accuracy level of less than 90% in the framework of the practical test for the Tender procedure, and which are required to improve the accuracy level of their system as mentioned in paragraph 6.1 above, will not be entitled to any payment for improving the

accuracy to a 90% level, but will be entitled to a reward as mentioned above for an improvement of more than 90% in the accuracy level).

- 5.4. The Master Service Supplier will receive the Company's approval for the completion of development, as mentioned above, within no later than 6 months after the notice on its winning of the Tender. In the event that the Master Service Supplier does not receive the Company's approval regarding the completion of the aforementioned development, the Company may deny the Supplier its participation in individual requests, at its sole discretion.
- 5.5. The Master Service Supplier will undertake to assure that the accuracy level of its operational system is no less than the level displayed upon the conclusion of the development period.
- 5.6. The Master Service Supplier entitled for the aforementioned, in accordance with the Tender conditions, will be entitled to request the Company's participation in the completion of development at the sum of up to 350,000 NIS before VAT. The aforementioned request will include the following information:
 - 5.6.1. Definition of targets for completion of the development regarding the technical requirements detailed in the Technical Requirements documents, as well as for targets presented by the bidder in the framework of its methodology document.
 - 5.6.2. The bidder's obligation to pay proceeds to the Company at the rate of up to 1% of the income received for the proffered system from sales outside of Israel for 5 years from the end of the Contract Period in the Master Service Agreement, all as detailed in paragraph 5 of this Agreement (insofar as relevant, in accordance with the provisions of the Tender documents, to the Master Service Supplier whose system displayed an accuracy level lower than 90% in the practical test).
- 5.7. The Company may approve the request to participate in the completion of the development and/or approve it under specific conditions to be determined by it and/or reject the request, all at its sole discretion.
- 5.8. Insofar as the request of the Master Service Supplier for the Company's participation in the completion of the aforementioned development is approved, the Company may be entitled to receive from the Master Service Supplier proceeds at the rate of 1% of all income of the Master Service Supplier from sales and/or provision of license and/or commercialization in any other way of its system or any of its components (except for the use of previous inventions of the Master Service Supplier, prior to its winning of the Tender) outside of Israel, up to 5 years after the end of the period of the contract that is the subject of this Master Service Agreement.

In this regard, 'income' includes the receipt of any benefit by the Master Service Supplier, whether directly and/or indirectly.
- 5.9. In the event that the Master Service Supplier asks the Company to participate in the funding of the Development Completion at a sum lower than

350,000 NIS before VAT as mentioned above, the rate of proceeds to which the Company may be entitled as mentioned above in this paragraph will be relatively decreased (pro-rata).

- 5.10. Notwithstanding the aforementioned, the Master Service Supplier undertakes to report to the Company immediately upon its entrance into obliging Agreements with any third party requesting to purchase any rights whatsoever to a system to be developed by the Master Service Supplier for use outside the boundaries of the State of Israel, and in any case, prior to the receipt of any exchange whatsoever, of any type whatsoever, from the same third party.
- 5.11. The Master Service Supplier undertakes to cooperate with the Company and enable its access to its books and accounts for auditing in regard to payment of proceeds owed to it by the Master Service Supplier, in accordance with the provisions of this paragraph, 5. The Company may demand from the Master Service Supplier to issue it any relevant reference required for the supervision of its rights as mentioned above, including approval from the accountant of the Master Service Supplier.

6. Individual request for receipt of a quote regarding the execution task

- 6.1. After Netivei Ayalon forms a planning package for the execution task, Netivei Ayalon will distribute an individualized request for the receipt of a quote regarding the Project or specific Projects (hereinafter: "**an Individual Request**"). It is hereby clarified that an Individual Request may include one or more tasks at the Company's discretion.
- 6.2. In the framework of the Individual Request, Netivei Ayalon will forward to some or all of the Master Service Suppliers the Individual Request documents. These documents will include all technical requirements, documents, plans, quantities and instructions that relate to the execution task.
- 6.3. These documents will be forwarded to the Master Service Suppliers in any way to be chosen by Netivei Ayalon, at its sole discretion including by physical delivery, via email, digital media, downloading from a cloud, etc. The Individual Request documents will indicate the last date to submit the price offer for the execution task by the Master Service Suppliers (hereinafter: "**Price Offer for an Individual Request**"). It is hereby clarified that the Company may determine in the framework of an Individual Request additional criteria, beyond the suggested price, for choosing the winning Supplier for the task, including criteria for the adjustment of the proffered system to the location and route where it is to be installed.
- 6.4. The Supplier will submit a response to the Individual Request that will include the technical aspects (in accordance with the instructions to be included in the request, and will indicate its price offer for the execution of the works detailed in the documents of the Individual Request. This is to be stipulated on the price offer form, to be attached to the Individual Request documents.
- 6.5. It is hereby clarified that the Master Service Supplier will not be entitled to offer for the installation of a system in one passenger Identification station, as

defined in the Tender, a price that exceeds 300,000 NIS (not including VAT), as detailed in paragraph 7.9 of the Tender Conditions Booklet.

- 6.6. The Master Service Supplier undertakes to provide its system at a rate that shall not exceed the aforementioned price (if it wins the Individual Request), for the entire Period of the Contract which is the subject of this Master Service Agreement.
- 6.7. The Master Service Supplier undertakes to participate in all Individual Requests to be forwarded by Netivei Ayalon in the framework of this Contract and submit its offers for each one of these requests. If the Supplier does not submit a price offer for the Individual Request by the determined deadline, then Netivei Ayalon may exclude the Master Service Supplier from the Pool for a period to be determined by it and prevent its participation in the following Individual Requests, all at the sole discretion of Netivei Ayalon in this matter. The Supplier hereby relinquishes any claim and/or demand and/or suit against Netivei Ayalon for and/or in relation to any action to be carried out by Netivei Ayalon as mentioned above, in any case in which the Supplier did not submit an offer for any of the Individual Requests forwarded by Netivei Ayalon.

7. Selection of the Master Service Supplier for an execution task

- 7.1. The price offer for the Individual Request will be reviewed in accordance with the provisions of this Agreement, the Individual Request and the other Tender documents.
- 7.2. Subject to the provisions of this Agreement and the other Tender documents, and the provisions of the relevant Individual Request, Netivei Ayalon will assign the execution task to the Master Service Supplier, in accordance with the mechanism to be determined in the Individual Request. In this framework, the Company will be entitled to determine in a specific Individual Request criteria for evaluating the quality of the proffered systems and/or their adjustment to the relevant Individual Request and/or determine the Identification of the winning Supplier in accordance with the rates proffered by the Master Service Suppliers, all at its sole discretion.
- 7.3. It is hereby clarified that the Company may determine, in the framework of a specific Individual Request, additional criteria, beyond the offered price, for selecting the winning Supplier that will carry out the execution tasks, including criteria regarding the adjustment of the suggested system to the location and route where it is to be installed.
- 7.4. –
- 7.5. If two Master Service Suppliers (or more) are found to submit price offers of an equal status, the Company may, at its sole discretion, act in one of the following ways:
- 7.5.1. Publishing an additional bidding
In the framework of the additional bidding, each of the aforementioned Master Service Suppliers may revise its price offer for the Individual Request.

A Master Service Supplier that was authorized to submit the aforementioned revised price offer and did not do so, will be deemed as if offered a 0% discount, and its monetary offer will be in accordance with the original offer.

A Master Service Supplier that will submit the best revised offer for an Individual Request will be chosen for the execution of the task.

In the event that even after the additional bidding procedure, there are several offers with equal status, then the Tender committee of Netivei Ayalon is authorized, in an explained and written decision, to decide on the winning offer in accordance with the considerations detailed in paragraph 15.8 of the Tender or by carrying out an additional bidding procedure or a lottery as detailed in paragraph 6.3.2 below.

7.5.2. Conducting a lottery

In the framework of this procedure, Netivei Ayalon will conduct a lottery between the Master Service Suppliers whose monetary offers have an equal status as mentioned above. The Master Service Supplier to win the lottery will be selected by Netivei Ayalon for the execution of the task.

7.6. **Retraction of a bid by a winning Supplier; removal from the Master Service Suppliers Pool**

7.6.1. The Supplier will not be entitled to refuse a task, and it will not be entitled to raise any claim and/or demand and/or suit regarding the task's monetary scope.

7.6.2. In the event that the Supplier does not meet its obligations in the framework of the tasks assigned to it, then Netivei Ayalon will be entitled, at its sole discretion, to cancel its bid or extend the period for the fulfillment of its obligations. If Netivei Ayalon cancels the supplier's bid due to its failure to meet its obligations, Netivei Ayalon will be entitled to forfeit, as an agreed an pre-evaluated compensation, the current guarantee that it deposited, and remove it from the Pool of the Master Service Suppliers, without detracting from any other relief at its disposal.

7.6.3. Without detracting from the aforementioned above and below, if Netivei Ayalon cancels the bid of the Master Service Supplier due its failure to meet its obligations, Netivei Ayalon may declare the Supplier rated second place after the canceled Supplier as the winner of the execution task, or cancel the task, all at its sole discretion.

7.6.4. Without detracting from any right of Netivei Ayalon, and in addition to any right it is entitled to according to any law and the provisions of the Tender and the Agreement, if Netivei Ayalon cancels the

standard Supplier Agreement with the Supplier for any reasons whatsoever, Netivei Ayalon will be entitled but not obliged to contact the Master Service Supplier that was rated second place after the winning Master Service Supplier, and instruct it to sign with it a standard Suppliers Contract for the continued execution of the works according to the terms of the individual price offer it submitted for the execution task. To remove any doubt, it is hereby clarified that the exercising of the aforementioned right is at the sole discretion of Netivei Ayalon.

- 7.6.5. In addition, and without detracting from the aforementioned above and below, in the event that Netivei Ayalon finds that the Supplier does not fulfill its obligations regarding an execution task in accordance with this Agreement, or does not cooperate in responding to Individual Requests, Netivei Ayalon will be entitled, at its sole discretion, to decide not to choose this Supplier for carrying out any further task, without detracting from any other relief it is entitled to according to the Tender and/or this Agreement and/or by any law.
- 7.6.6. In the event that the Supplier does not submit its offer to any of the Individual Requests forwarded to by Netivei Ayalon, then Netivei Ayalon will be entitled to forfeit, as an agreed and pre-evaluated compensation, the current guarantee it deposited, and remove the Supplier from the Pool of the Master Service Suppliers, all at its sole discretion, and without detracting from any other relief at its disposal.
- 7.6.7. Without detracting from the aforementioned, Netivei Ayalon will be entitled to operate a system for evaluating the quality of the work of the Master Service Suppliers during the period of their Contract, in accordance with the criteria to be determined by the company for this purpose, at its sole and professional discretion. It is hereby clarified that in the framework of the aforementioned evaluation procedure, Netivei Ayalon will be entitled to determine criteria for removing a Supplier from the Pool of the Master Service Suppliers or suspending it for some period of time, if the evaluation of the Master Service Supplier is lower than the minimum threshold determined by Netivei Ayalon, at its sole discretion.
- 7.6.8. The Supplier hereby relinquishes and undertakes not to raise any claim and/or suit and/or demand against the Company for and/or regarding the exercising of Netivei Ayalon's rights as mentioned in paragraph 6.4, including for and/or in relation to the cancelation of its bid and/or forfeiture of the guarantee and/or its removal from the Pool of Master Service Suppliers.
- 7.7. Assignment of an execution task to the Master Service Supplier

- 7.7.1. If the Client decides to assign a task to the Supplier, the Client will forward to the Supplier the documents that include the instructions relevant for the task.
- 7.7.2. The schedule for the execution and completion of the task will be according to the milestones and tasks to determined by the Client.
- 7.7.3. It is hereby clarified that from the time of the submission of the Supplier's proposal for the Tender, its receipt, and the Supplier's inclusion in the Master Service Suppliers Pool, the Supplier will be obliged to carry out, at the Company's request, any execution task to be assigned to it by the Company, according to the conditions of this Agreement.
- 7.7.4. All documents to be delivered by the Client regarding the execution task will be deemed as an inseparable part of this Agreement.
- 7.8. Condition for the signing of a standard Suppliers Agreement with the Company for the provision of a work commencement order.
 - 7.8.1. For any execution task to be assigned to the Master Service Supplier, a separate standard Suppliers Agreement will be signed between the parties.
 - 7.8.2. As a precondition for the signing of the standard Suppliers Agreement with the Company, and for the provision of a work commencement order for a specific execution task, the Master Service Supplier must forward to the Client, within 5 business days after the receipt of notice of the Company's decision to assign the task:
 - 7.8.2.1. 5 copies of the standard Suppliers Agreement for the execution of the tasks, signed by the authorized signatories on its behalf.
 - 7.8.2.2. Execution guarantee – in accordance with the provisions of paragraph 7 below, and the instructions of the standard Suppliers Agreement.
 - 7.8.2.3. Insurance approvals – insofar as will be required by the Company and in accordance with its conditions
 - 7.8.2.4. Any approval and/or other document required by the Company as a precondition for its signing of the standard Suppliers Agreement.
- 7.9. The date of commencement of the execution task will be as detailed in the work commencement order to be provided to the Master Service Supplier after the completion of all of its preliminary obligations related to the task, as detailed in this Agreement, and in the standard Suppliers Agreement to be signed with the Company in relation to the execution of the task. Its order will be deemed as a 'work commencement order' in regard to any document that refers to the aforementioned order. The Client is authorized to instruct the Supplier to

carry out tasks in preparation for the final execution before the aforementioned date.

8. Execution guarantee

8.1. A Master Service Supplier that will be tasked with the execution task will provide the Company with an automatic bank guarantee, independent and unconditioned, to ensure the fulfillment of its obligations according to the standard Suppliers Agreement, in the version attached to the aforementioned Agreement, and which constitutes an inseparable part thereof, or in the version to be determined by the Company from time to time, at a rate of 5% of the Agreement sum (without VAT) for carrying out the task, or at a different rate to be determined in the standard Suppliers Agreement.

The Supplier's guarantee will be provided to the Company within 5 business days from the time the winner supplier receives the Company's notice on its decision to assign the task to this Supplier. Provision of the aforementioned execution guarantee will be a precondition for the signing of the standard Suppliers Agreement with the Client. To remove all doubt, let it be clarified that the execution guarantee issued by the Master Service Supplier that was tasked with the specific execution task does not constitute a replacement for the current guarantee, and the current guarantee will remain in force.

8.2. Test guarantee (according to the scope of execution of the task)
This guarantee is to assure the liability of the Master Service Supplier to the execution of a specific execution task, and the quality of the execution during the test period.

The test guarantee will be at the rate of 2% of the final cumulative billing sum of the execution task, including VAT, change instructions, and all as detailed in the standard Suppliers Agreement for the relevant execution task.

Despite any other instruction of any of the Tender documents, it is hereby clarified that the test period for the entire work to be carried out by any of the Master Service Suppliers will be one year.

8.3. It is hereby clarified that in any place where a 'bank guarantee' is mentioned in this Agreement, it will include a guarantee on behalf of the Insurance Company that has a license to engage in Insurance according to the Control of Financial Services (Insurance) Law of 1981.

8.4. It is hereby clarified that the aforesaid in paragraph 7 does not detract from any right and/or relief of Netivei Ayalon, including its right to terminate the Master Service Agreement signed with the Master Service Supplier and remove it from the Master Service Suppliers Pool.

9. Non-exclusivity and non-obligation to an activity threshold

9.1. The Company, at its sole discretion, will be entitled not to assign a task to any of the Master Service Suppliers, and instead publish additional Tenders and/or conduct other competitive procedures in relation to the execution of any task which could have been carried out in the framework of the Tender, or sign a Contract with any other entity for its purpose, all in accordance with the

provisions of the law, and the Master Service Supplier's winning of the Tender and/or its signing of this Agreement and/or its inclusion in the Master Service Suppliers Pool does not guarantee to the Master Service Suppliers that the Company will commission the execution tasks, whether in part or in full, from this Supplier.

9.2. This Agreement does not constitute an obligation of the Client to assign to the Supplier works in any scope or at all, and it may be the case that the Master Service Supplier does not receive even one task. This Agreement does not provide any guarantee to the Master Service Supplier, except for the guarantee that it will be included in the Master Service Suppliers Pool, and that in accordance with, and subject to the conditions of this Agreements, the Company will elect from time to time, at its sole discretion, and insofar as it will decide to assign any of the tasks to any of the Suppliers, the Master Service Supplier with which it will sign a Contract for the execution of a specific task.

9.3. The Supplier hereby declare that it has no expectation and/or right to claim regarding the minimum or maximum scope of works to be provided to it according to this Agreement, and it hereby relinquishes in an irrevocable manner any demand or claim against the Company in anything related to the aforesaid in this paragraph .

10. List of priorities and coordination

10.1. The Client may assign to the Supplier several tasks simultaneously. In the event that the Client assigns to the Supplier several tasks as mentioned above, the Client will be entitled to determine from time to time the list of priorities of the tasks, and the Supplier will carry out the tasks accordingly.

10.2. The Supplier will carry out the execution tasks in accordance with the specific demand defined by Netivei Ayalon regarding the manner and stages of the execution of the task. In this context it must be clarified that the Supplier must be prepared for the execution of special tasks in accordance with the needs of the Project, including a task that includes works in several locations and/or operation of several work teams simultaneously and/or execution of night works.

10.3. The tasks required in the framework of the standard Suppliers Agreement include all that is required for the execution of the tasks, including the obtaining and receipt of all approvals from the authorized authorities and coordination with other service providers employed in the framework of the relevant Project and receipt of all approval for the execution of works according to any law.

10.4. Without detracting from the generality of the above-mentioned, the Supplier will cooperate fully with the relevant project manager and all of the other entities in the project, all pursuant to the instructions, guidelines, and provisions of Ayalon Highways.

11. Reliefs and remedies

- 11.1. The reliefs and/or rights at the disposal of the Client according to this Agreement do not detract from any relief or right granted to it according to any law and according to the standard Suppliers Agreement and the other Tender documents.
- 11.2. In the event that the Master Service Supplier violates its obligations for a specific task, this shall constitute a violation of this Agreement and of the standard Suppliers Agreement for any matter and purpose.
- 11.3. The Client will have the right to deduct from the payments owed to the Master Service Supplier according to this Agreement any payment owed to the Client by the Master Service Supplier.

In witness whereof the parties have affixed their signatures:

The Client

The Master Service Supplier