

NON-BINDING PRE-REGISTRATION FORM FOR EARLY ADOPTERS PLAN

This document (this “**Pre-Registration Form**”) sets forth the basis upon which Okibo Ltd., with its principal place of business at 5 Granit St., Petach Tikva 4951404, Israel (“**Okibo**”) and [REDACTED], with its principal place of business at [REDACTED] (the “**User**”), will enter into negotiations with respect to a proposed collaboration between them (the “**Proposed Collaboration**”). Okibo and the User shall each be referred to as a “**Party**” and collectively the “**Parties**”.

1.	Background:	<p>Okibo is engaged in the design, development, manufacturing, commercialization and marketing of automated robotic systems for painting and drywall finishing as detailed in Annex A attached hereto (the “Robot(s)”).</p> <p>The User is a construction company, interested in collaborating with Okibo in the business of autonomous robotics for construction.</p> <p>Okibo may offer its Robots to a limited number of users under its early adopters plan (the “Early Adopters Plan”).</p>
2.	Purpose:	<p>The purpose of this Pre-Registration Form is to set forth the general terms to be included in a leasing agreement to be negotiated and entered into by the Parties, if any, in connection with the potential lease of one or more Robots during the Evaluation Period and Service Period (as such terms are defined below) the, as further detailed below (the “Leasing Agreement”).</p>
3.	Evaluation Period:	<p>Following the signing of this Pre-Registration Form by the Parties, and subject to the execution and the terms and conditions of the Leasing Agreement, by the end of the first quarter of 2024, Okibo shall deliver a Robot to the User for a period of 3 months of evaluation (the “Evaluation Period”).</p> <p>In consideration for the lease of the Robot during the Evaluation Period, the User shall pay Okibo, per one Robot, a monthly fee depending on the price plan elected by the User (as detailed in Annex B attached hereto; the “RaaS Plans”), as follows:</p> <p style="text-align: center;">Basic Plan – US\$ 10,000 Gold Plan – US\$ 15,000 Platinum Plan – US\$ 20,000 [VAT in accordance with applicable law]</p> <p>Okibo undertakes that, for the operation of the Robot during the Evaluation Period, it will:</p> <ul style="list-style-type: none">(a) provide training to the User; and(b) offer the User technical support. <p>During the Evaluation Period, the User will be entitled to terminate the Evaluation Period with a 14 days’ written notice to Okibo.</p>
4.	Registration Fee:	<p>For securing its participation in the Early Adopters Plan, the User will pay Okibo a one-time registration fee in the amount of US\$200 (Two Hundred US Dollars) (the “Registration Fee”) by wire transfer to Okibo’s bank account in accordance with the following wire details:</p> <p>Bank Hapoalim B.M Account name: Okibo Ltd. IBAN: IL64-0124-0700-0000-0043-160 SWIFT: POALILIT</p>

		In case Okibo fails to deliver the User a Robot for to the Evaluation Period, or upon termination of this Pre-Registration Form by Okibo or by the User for any or no reason prior to the Evaluation Period (except in case of termination of this Pre-Registration Form due to the execution of the Lease Agreement by the Parties per Section 8 below), the Registration Fee will be refunded to the User.
5.	<i>Use of a Robot following the Evaluation Period:</i>	If the User is satisfied with the Evaluation Period, the Parties will, subject to the terms and conditions of the Leasing Agreement, continue the lease of the Robot(s), as applicable, for an additional period of twelve (12) months (the “ Service ” and “ Service Period ”, respectively).
6.	<i>Consideration during Service Period:</i>	In consideration for the Service during the Service Period, if any, the User shall pay Okibo, per Robot, a monthly fee depending on the RaaS Plan elected by the User, as follows: Basic Plan – US\$ 10,000 Gold Plan – US\$ 15,000 Platinum Plan – US\$ 20,000 [VAT in accordance with applicable law]
7.	<i>Intellectual Property and Feedback:</i>	All right, title and interest (including any and all intellectual property rights) in and to the Robots and any and all improvements and enhancements thereto, however arising, as well as any and all know-how and data resulting from the Proposed Collaboration, shall at all times be and remain solely and exclusively owned by Okibo. Without derogating from the generality of the foregoing, the User may provide Okibo with feedback concerning the functionality and performance of the Robots from time to time, as may be reasonably requested by Okibo, including identifying potential improvements. Any such feedback or other inputs that the User provides Okibo in connection with the Robots may be freely used by Okibo to improve or enhance its products and, accordingly, all rights to such improvements and/or enhancements, howsoever arising, including as a result of any ideas, inputs or information provided by the User as aforesaid, shall be owned solely and exclusively by Okibo.
8.	<i>Term / Termination</i>	Prior to the execution of the Leasing Agreement, if any, each Party may immediately terminate this Pre-Registration Form for any or no reason by providing a written notice to the other Party. This Pre-Registration Form shall automatically expire and terminate upon the execution of the Leasing Agreement, if any, or on June 30, 2023 in case the Leasing Agreement has not been executed by the Parties prior to said date.
9.	<i>Governing Law</i>	This Pre-Registration Form, as well as the Lease Agreement, shall be governed by, and construed in accordance with, the laws of Israel, without giving effect to the conflict of law's provisions thereof, and the competent courts of the Tel Aviv-Jaffa district, shall have sole and exclusive jurisdiction in any matter arising out of or relating to this Pre-Registration Form and/or the Lease Agreement, to exclude the jurisdiction of all other courts.
10.	<i>Non-binding Effect</i>	Except with respect to Sections 4, 7, 8, 9 and 10 hereof which are legally binding upon the Parties: (i) this Pre-Registration Form is <u>non-binding</u> upon the Parties. This Pre-Registration Form represents the Parties’ current intent but does not cover or prejudice numerous issues to be dealt with by further negotiations and ultimately set forth under the Lease Agreement; and (ii) this Pre-Registration Form imposes no obligation on either Party to proceed with any

		<p>transaction between the Parties or to enter any agreement (including without limitation the Lease Agreement) and/or business relationship whatsoever with each other.</p> <p>Sections 7, 9 and 10 hereof shall survive the termination and/or expiration of this Pre-Registration Form for any reason whatsoever.</p>
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[Signature page follows]

[Signature page]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be duly executed by their authorized representatives, in one or more counterparts.

Okibo Ltd.

By: _____

Title: _____

Date: _____

 (the User)

By: _____

Title: _____

Date: _____

Annex A – Robot’s General Technical Specifications and Features

The Wall Finishing Robot

Annex B – The RaaS Plans