

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

AMENDMENT NO. 1  
TO  
FORM F-1  
REGISTRATION STATEMENT UNDER  
THE SECURITIES ACT OF 1933

**KORNIT DIGITAL LTD.**  
*(Exact Name of Registrant as Specified in its Charter)*

**State of Israel**  
*(State or Other Jurisdiction of  
Incorporation or Organization)*

3555  
*(Primary Standard Industrial  
Classification Code Number)*

**Not Applicable**  
*(I.R.S. Employer  
Identification No.)*

**Kornit Digital Ltd.**  
12 Ha`Amal Street, Afek Park,  
Rosh-Ha`Ayin 4809246, Israel  
Tel: +972-3-908-5800

*(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)*

**Kornit Digital North America Inc.**  
10541-10601 North Commerce Street  
Mequon, WI 53092  
(262) 518-0200

*(Name, address, including zip code, and telephone number, including area code, of agent for service)*

Copies of all correspondence to:

**Colin J. Diamond, Esq.**  
Joshua G. Kiernan, Esq.  
White & Case LLP  
1155 Avenue of the Americas  
New York, NY 10036  
Tel: (212) 819-8200  
Fax: (212) 354-8113

**Clifford M. J. Felig, Adv.**  
Aviv Avidan-Shalit, Adv.  
Meitar Liguornik Geva Leshem  
Tal  
16 Abba Hillel Silver Rd.  
Ramat Gan 5250608, Israel  
Tel: +972-3-610-3100  
Fax: +972-3-610-3111

**David Goldschmidt, Esq.**  
Phyllis G. Korff, Esq.  
Skadden, Arps, Slate, Meagher &  
Flom LLP  
4 Times Square  
New York, NY 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000

**Shachar Hadar, Adv.**  
Gross, Kleinhendler, Hodak,  
Halevy, Greenberg & Co.  
One Azrieli Center  
Tel Aviv 67021, Israel  
Tel: +972-3-607-4444  
Fax: +972-3-607-4470

Approximate date of commencement of proposed sale to the public: As soon as practicable after effectiveness of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price <sup>(1)(2)</sup>	Amount of registration fee <sup>(3)</sup>
Ordinary shares, par value NIS 0.01 per share	\$ 115,000,000	\$ 13,363

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933.

(2) Includes ordinary shares that the underwriters may purchase pursuant to their option to purchase additional ordinary shares.

(3) \$13,363 previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

## EXPLANATORY NOTE

This Amendment is filed solely to file the exhibits indicated in Item 8 of Part II. No change is made to the preliminary prospectus constituting Part I of the Registration Statement or Items 6, 7 or 9 of Part II of the Registration Statement.

### **Item 8. Exhibits and Financial Statement Schedules.**

- (a) The Exhibit Index is hereby incorporated herein by reference.
- (b) Financial Statement Schedules.

All Financial Statement Schedules have been omitted because either they are not required, are not applicable or the information required therein is otherwise set forth in the Registrant's consolidated financial statements and related notes thereto.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rosh Ha-Ayin, Israel on this 10<sup>th</sup> day of March, 2015.

### KORNIT DIGITAL LTD.

By: /s/ Gabi Seligsohn

Name: Gabi Seligsohn

Title: Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on March 10, 2015 in the capacities indicated:

Signature and Name	Title
/s/ Gabi Seligsohn	
Gabi Seligsohn	Chief Executive Officer (principal executive officer)
/s/ Guy Avidan	
Guy Avidan	Chief Financial Officer (principal financial officer and principal accounting officer)
*	
Yuval Cohen	Chairman of the Board of Directors
*	
Ofer Ben-Zur	Director
*	
Eli Blatt	Director
*	
Lauri Hanover	Director
*	
Yoav Hineman	Director
*	
Marc Lesnick	Director
*	
Alon Lumbroso	Director
*	
Jerry Mandel	Director
*	
Dov Ofer	Director
* /s/ Gabi Seligsohn	
Gabi Seligsohn	
Attorney-in-fact	

*KORNIT DIGITAL NORTH AMERICA INC.*  
Authorized Representative in the United States

By: /s/ Paul Borucki

\_\_\_\_\_  
Name: Paul Borucki

Title: Managing Director

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**EXHIBIT INDEX**

<b>Exhibit No.</b>	<b>Description</b>
1.1	Form of Underwriting Agreement by and among Kornit Digital Ltd. and the underwriters named therein*
3.1	Articles of Association of the Registrant**
3.2	Form of Amended and Restated Articles of Association of the Registrant, to be effective upon closing of this offering*
4.1	Specimen Share Certificate
5.1	Opinion of Meitar Liquornik Geva Leshem Tal, Israeli counsel to the Registrant, as to the validity of the ordinary shares (including consent)*
10.1	2004 Share Option Plan**
10.2	2012 Share Incentive Plan**
10.3	Form of indemnification agreement by and between Kornit Digital Ltd. and each of its directors and executive officers
10.4	Sales Representative Agreement, dated April 1, 2014, between the Registrant and Hirsch International Corporation†**
10.5	Original Equipment Manufacturer Supply Agreement, dated January 6, 2006, between the Registrant and Spectra Printing, a division of Dimatix, Inc.†
10.6	Amendment No. 1 to Original Equipment Manufacturer Supply Agreement, dated September 20, 2006, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.7	Amendment No. 2 to Original Equipment Manufacturer Supply Agreement, dated September 1, 2007, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†**
10.8	Amendment No. 3 to Original Equipment Manufacturer Supply Agreement, dated March 17, 2008, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.9	Amendment No. 4 to Original Equipment Manufacturer Supply Agreement, dated July 1, 2010, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.10	Amendment No. 5 to Original Equipment Manufacturer Supply Agreement, dated October 4, 2011, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.11	Amendment No. 6 to Original Equipment Manufacturer Supply Agreement, dated December 6, 2012, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.12	Amendment No. 7 to Original Equipment Manufacturer Supply Agreement, dated February 1, 2013, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.13	Amendment No. 8 to Original Equipment Manufacturer Supply Agreement, dated January 1, 2014, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.14	Amendment No. 9 to Original Equipment Manufacturer Supply Agreement, dated August 22, 2014, between the Registrant and Fujifilm Dimatix, Inc., formerly Spectra Printing, a division of Dimatix, Inc.†
10.15	Amended and Restated Supplier Agreement, dated March 9, 2015, between the Registrant and I.T.S. Industrial Technologic Solutions, Ltd.†∞
10.16	Amended and Restated Investors' Rights Agreement, dated _____, by and among the Registrant and the other parties thereto.*
10.17	Management Services Agreement, dated August 11, 2011, by and between the Registrant and Fortissimo Capital Fund II (Israel) L.P.**
10.18	Termination Agreement, dated _____, 2015, terminating the Management Services Agreement, dated August 11, 2011, by and between the Registrant and Fortissimo Capital Fund II (Israel) L.P.*
10.19	Lease Agreement, dated March 25, 2010, by and between the Registrant and Benvenisti Engineering Ltd. as amended by Addendum to Lease Agreement, dated November 21, 2011, and Addendum to Lease Agreement, dated September 16, 2014∞**
10.20	English Summary of the Office and Parking Space Lease Agreement dated as of December 17, 2007, by and between the Registrant and Industrial Building Corporation Ltd. as amended by Addendum, dated 2007, Addendum to Lease Agreement, dated 2007, Addendum to Lease Agreement, dated March 8, 2012, Addendum to Lease Agreement, dated 2012, Addendum to Lease Agreement, dated December 19, 2012, Addendum to Lease Agreement, dated May 20, 2013, Addendum to Lease Agreement, dated January 12, 2014, and Addendum to Lease Agreement, dated January 12, 2014.

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
21.1	List of subsidiaries of the Registrant**
23.1	Consent of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, an independent registered public accounting firm*
23.2	Consent of Meitar Liguornik Geva Leshem Tal (included in Exhibit 5.1)*
24.1	Power of Attorney (included in signature pages of Registration Statement)**
99.1	Power of Attorney of Lauri Hanover; Alon Lumbroso, Jerry Mandel and Dov Ofer

\* To be filed by amendment.

\*\* Previously filed.

† Confidential treatment requested.

∞ English translation of the original Hebrew document.

## SPECIMEN SHARE CERTIFICATE



Kornit Digital Ltd.

Number

Shares

KRNT

CUSIP:  
M6372Q 113  
**See Reverse for  
Certain  
Definitions**

**KORNIT DIGITAL LTD.**  
**INCORPORATED UNDER THE LAWS OF THE STATE OF ISRAEL**

THIS CERTIFIES that

\_\_\_\_\_

is the Registered Holder of

**FULLY PAID AND NON-ASSESSABLE ORDINARY  
SHARES OF NIS 0.01 PAR VALUE EACH**

of Kornit Digital Ltd. transferable on the books of the Company by the holder hereof in person or by duly authorized attorney only upon surrender of this Certificate properly endorsed or with an appropriate instrument of transfer. This Certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Association of the Company and amendments thereto, to all of which the holder by the acceptance hereof assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

IN WITNESS WHEREOF, the Company has caused this Certificate to be issued under the facsimile seal of the Company.

Dated: \_\_\_\_\_

Kornit Digital Ltd.  
Corporate Seal

ISRAEL

Gabi Seligsohn  
Chief Executive Officer

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common  
TEN ENT - as tenants by the entireties  
JT TEN - as joint tenants with right  
of survivorship and not as  
tenants in common

UNIF GIFT MIN ACT \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)  
under Uniform Gifts to Minors  
Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, \_\_\_\_\_ HEREBY SELLS, ASSIGNS AND TRANSFERS UNTO  
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE

\_\_\_\_\_ SHARES REPRESENTED BY THE WITHIN CERTIFICATE, AND SO HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS  
ATTORNEY TO TRANSFER THE SAID SHARES ON THE BOOKS OF THE WITHIN-NAMED CORPORATION AND FULL POWER OF SUBSTITUTION IN THE PREMISES.

DATED \_\_\_\_\_

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME  
AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT  
ALTERATION OR ENLARGEMENT, OR ANY CHANGE, WHATSOEVER.

Signature(s) Guaranteed:

\_\_\_\_\_  
THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR  
INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND  
CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE  
MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17 Ad-15.



INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”), dated as of \_\_\_\_, 201\_\_, is entered into by and between Kornit Digital Ltd., an Israeli company whose address is 12 Ha-Amal Street, Rosh Ha-Ayin, Israel (the “**Company**”), and the director or officer of the Company whose name appears on the signature page hereto (the “**Indemnitee**”).

**WHEREAS**, Indemnitee is an Office Holder (“*Nosse Misra*”), as such term is defined in the Companies Law, 5759–1999, as amended (the “**Companies Law**” and “**Office Holder**” respectively), of the Company, and, at the request of the Company, may serve in the capacity of an Office Holder of a company controlled by the Company;

**WHEREAS**, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against Office Holders of companies and that highly competent persons have become more reluctant to serve corporations as directors and officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to, and activities on behalf of, companies;

**WHEREAS**, the Articles of Association of the Company authorize the Company to indemnify and advance expenses to its Office Holders and provide for insurance and exculpation to its Office Holders, in each case, to the fullest extent permitted by applicable law;

**WHEREAS**, the Company has determined that (i) the increased difficulty in attracting and retaining competent persons is detrimental to the best interests of the Company’s shareholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future, and (ii) it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law, so that they will serve or continue to serve the Company directly or, at the Company’s request, through another entity controlled by the Company, free from undue concern that they will not be so indemnified; and

**WHEREAS**, in recognition of Indemnitee’s need for substantial protection against personal liability in order to assure Indemnitee’s continued service to the Company directly or, at the Company’s request, through another entity controlled by the Company, in an effective manner and, in part, in order to provide Indemnitee with specific contractual assurance that the indemnification, insurance and exculpation afforded by the Articles of Association will be available to Indemnitee, the Company wishes to undertake in this Agreement for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent permitted by applicable law and as set forth in this Agreement and provide for insurance and exculpation of Indemnitee as set forth in this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. INDEMNIFICATION.**

- 1.1. The Company hereby undertakes to indemnify Indemnitee to the fullest extent permitted by applicable law for any liability and expense specified in Sections 1.1.1 through 1.1.4 below, imposed on Indemnitee due to or in connection with an act performed by such Indemnitee, either prior to or after the date hereof, in Indemnitee’s capacity as an Office Holder, including, without limitation, as a director, officer, employee, agent or fiduciary of the Company, any subsidiary thereof or any other corporation, collaboration, partnership, joint venture, trust or other enterprise, in which Indemnitee serves at any time at the request of the Company (the “**Corporate Capacity**”). The term “act performed in Indemnitee’s capacity as an Office Holder” shall include, without limitation, any act, omission and failure to act and any other circumstances relating to or arising from Indemnitee’s service in a Corporate Capacity. The following shall be hereinafter referred to as “**Indemnifiable Events**”:
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- 1.1.1. Financial liability imposed on Indemnitee in favor of any person pursuant to a judgment, including a judgment rendered in the context of a settlement or an arbitrator's award approved by a court.
- 1.1.2. Reasonable Expenses (as defined below) expended or incurred by Indemnitee (i) as a result of an investigation or any proceeding instituted against the Indemnitee by an authority that is authorized to conduct an investigation or proceeding, and that was concluded without filing an indictment against the Indemnitee and without imposing on the Indemnitee a financial obligation in lieu of a criminal proceeding, or that was concluded without filing an indictment against the Indemnitee but imposing a financial obligation in lieu of a criminal proceeding in an offence that does not require proof of *mens rea*, or (ii) in connection with a financial sanction. In this section "conclusion of a proceeding without filing an indictment in a matter in which a criminal investigation has been instigated" and "financial liability in lieu of a criminal proceeding" shall have the meaning assigned to such terms under the Companies Law, and the term "financial sanction" shall mean such term as referred to in Section 260(a)(1a) of the Companies Law;
- 1.1.3. Reasonable Expenses incurred by or charged to Indemnitee by a court, in a proceeding instituted against him by the Company or on its behalf or by another person, or in a criminal charge from which he or she was acquitted or in which he or she was convicted of an offence that does not require proof of *Mens Rea*; and
- 1.1.4. Any other event, occurrence, matter or circumstances in respect of which the Company may, or will be able to, indemnify an Office Holder of the Company (including, without limitation, under Section 56h(b)(1) of the Israeli Securities Law 5728-1968 (the "**Israeli Securities Law**"), if applicable, and Section 50P(b) (2) of the Israeli Restrictive Trade Practices Law, 5758-1988 (the "**RTP Law**")).

For the purpose of this Agreement, "**Expenses**" shall include, without limitation, attorneys' fees and all other costs, expenses and obligations paid or incurred by Indemnitee in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in any claim relating to any matter for which indemnification hereunder may be provided. Expenses shall be considered paid or incurred by Indemnitee at such time as Indemnitee is required to pay or incur such cost or expenses, including upon receipt of an invoice or payment demand. The Company shall pay the Expenses in accordance with the provisions of Section 1.3.

- 1.2. Notwithstanding anything herein to the contrary, the Company's undertaking to indemnify the Indemnitee in advance under Section 1.1.1 shall only be in respect to events described in **Exhibit A** hereto (without limitation of the Company's ability to indemnify retroactively, at its discretion and subject to applicable law). The Board of Directors of the Company (the "**Board**") has determined that the categories of events listed in Exhibit A are likely to occur in light of the operations of the Company. The maximum amount of indemnification payable by the Company under Section 1.1.1 of this Agreement for each specific event of the categories described in Exhibit A and the aggregate amount of indemnification for all events described in Exhibit A shall be as set forth in Exhibit A (the "**Limit Amount**"). The Limit Amount payable by the Company as described in Exhibit A is deemed by the Company to be reasonable in light of the circumstances. The indemnification provided under Section 1.1.1 herein shall not be subject to the limitations imposed by this Section 1.2 and Exhibit A if and to the extent such limits are no longer required by the Companies Law.
- 1.3. To the fullest extent permitted by law, the Company will make available all amounts payable to Indemnitee in accordance with Section 1 above on the date on which such amounts are first payable by Indemnitee. If so requested by Indemnitee, and subject to the Company's repayment and reimbursement rights set forth in Sections 3 and 5 below, the Company shall advance payments to cover Indemnitee's Expenses with respect to which Indemnitee is entitled to be indemnified under Section 1.1 above. The payments of such amounts shall be made by the Company directly to the Indemnitee (if Indemnitee actually made payment of such amount) or to the relevant third party (if Indemnitee has not yet made payment of such amount), as soon as practicable, but in any event no later than fifteen (15) days after written demand by such Indemnitee therefor to the Company, and any such payment shall be deemed to constitute indemnification hereunder. As part of the aforementioned undertaking, the Company will make available to Indemnitee any security or guarantee that Indemnitee may be required to post in accordance with an interim decision given by a court, governmental or administrative body, or an arbitrator, including for the purpose of substituting liens imposed on Indemnitee's assets.
- 1.4. The Company's obligation to indemnify Indemnitee and advance Expenses in accordance with this Agreement shall be for such period (the "**Indemnification Period**") as Indemnitee shall be subject to any actual, possible or threatened claim, action, suit, demand or proceeding or any inquiry or investigation, whether civil, criminal or investigative, arising out of the Indemnitee's service in the Corporate Capacity as described in Section 1.1 above, whether or not Indemnitee is still serving in such position.
- 1.5. The indemnification hereunder will, in each case, cover all sums of money (100%) that Indemnitee will be obligated to pay, in those circumstances for which indemnification is required, and to the extent required, to be paid under this Agreement.

## 2. **SPECIFIC LIMITATIONS ON INDEMNIFICATION.**

Notwithstanding anything to the contrary in this Agreement, the Company shall not indemnify or advance Expenses to Indemnitee with respect to (i) any act, event or circumstance with respect to which it is prohibited to do so under applicable law, or (ii) a counter claim made by the Company or in its name in connection with a claim against the Company filed by the Indemnitee, other than a claim to enforce such Indemnitee's rights under this Agreement.

3. **REPAYMENT OF EXPENSES.**

- 3.1. In the event that the Company provides or is required to provide indemnification with respect to Expenses hereunder and at any time thereafter the Company determines, based on advice from its legal counsel, that the Indemnitee was not entitled to such payments, the amounts so indemnified by the Company will be promptly repaid by Indemnitee, unless the Indemnitee disputes the Company's determination, in which case the Indemnitee's obligation to repay to the Company shall be postponed until such dispute is resolved.
- 3.2. Indemnitee's obligation to repay to the Company for any Expenses or other sums paid hereunder shall be deemed as a loan given to Indemnitee by the Company subject to the minimum interest rate prescribed by Section 3(9) of the Income Tax Ordinance [New Version], 1961, or any other legislation replacing it, which is not considered a taxable benefit.

4. **SUBROGATION.**

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all documents required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

5. **PRIMACY OF INDEMNIFICATION; REIMBURSEMENT.**

- 5.1. The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by the party nominating such Indemnitee to serve on the Board of Directors of the Company or by affiliates of such party (the "**Sponsor Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Sponsor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Articles of Association, without regard to any rights Indemnitee may have against the Sponsor Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Sponsor Indemnitors from any and all claims against the Sponsor Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Sponsor Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Sponsor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Sponsor Indemnitors are express third party beneficiaries of the terms of this Section 5.
- 5.2. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is a witness or is required to (or asked to) respond to discovery requests in any proceeding involving the Company, any subsidiary thereof, any another person in which Indemnitee serves at any time at the request of the Company, its officers or directors, in their Corporate Capacities, to which Indemnitee is not a party, Indemnitee shall be indemnified against all expenses paid or incurred by Indemnitee in connection therewith and in the manner set forth in this Agreement.

5.3. Subject to the provisions of this Section 5, the Company shall not be liable under this Agreement to make any payment in connection with any Indemnifiable Event to the extent Indemnatee has otherwise actually received payment under any insurance policy with respect to such Indemnifiable Event or otherwise (without any obligation of Indemnatee to repay any such amount) of the amounts otherwise indemnifiable hereunder, but only to the extent of any such actually received payment. Any amounts paid to Indemnatee under such insurance policy or otherwise after the Company has indemnified Indemnatee for such liability or Expense shall be repaid to the Company promptly upon receipt by Indemnatee, in accordance with the terms set forth in Section 3.1.

**6. EFFECTIVENESS.**

This Agreement shall be valid, binding and enforceable in accordance with its terms and shall be in full force and effect immediately upon its approval by the Company's shareholders. If for the validation of any of the undertakings in this Agreement any corporate act, resolution, approval or other procedure is required, the Company undertakes, to the extent permitted by law, to take all reasonable action in order to cause them to be done or adopted in a manner which will enable the Company to fulfill all its undertakings as aforesaid.

**7. NOTIFICATION AND DEFENSE OF CLAIM.**

Indemnatee shall notify the Company of the commencement of any action, suit or proceeding, and of the receipt of any notice or threat that any such legal proceeding has been or shall or may be initiated against Indemnatee (including any proceedings by or against the Company and any subsidiary thereof), promptly upon Indemnatee first becoming so aware; but the omission so to notify the Company will not relieve the Company from any liability which it may have to Indemnatee under this Agreement unless and to the extent that such failure to provide notice prejudices the Company's ability to defend such action. Notice to the Company shall be directed to the Chief Executive Officer or Chief Financial Officer of the Company at the address shown in the preamble to this Agreement (or such other address as the Company shall designate in writing to Indemnatee). With respect to any such action, suit or proceeding as to which Indemnatee notifies the Company of the commencement thereof and without derogating from Sections 1.1 and 2:

7.1. The Company will be entitled to participate therein at its own expense.

7.2. Except as otherwise provided below, and other than with respect to proceedings that have been initiated against Indemnatee by the Company or in its name, the Company, alone or jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel selected by the Company, and reasonably satisfactory to the Indemnatee. Indemnatee shall have the right to employ his or her own counsel in such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnatee, unless: (i) the employment of counsel by Indemnatee has been authorized in writing by the Company; (ii) the Company shall not have assumed the conduct of Indemnatee's defense as contemplated in a timely manner; (iii) the Company refers the conduct of Indemnatee's defense to an attorney who is not reasonably satisfactory to the Indemnatee; (iv) the Indemnatee and the Company shall have agreed (on the basis of advice by legal counsel) that there is a conflict of interest between the Company and the Indemnatee in the conduct of the defense of such action; in either of which cases the reasonable fees and expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which the Indemnatee and the Company shall have reached the conclusion specified in (iv) above.

- 7.3. The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts or expenses paid in connection with a settlement of any action, claim or otherwise, effected without the Company's prior written consent.
- 7.4. The Company shall have the right to conduct the defense as it sees fit in its sole discretion (provided that the Company shall conduct the defense in good faith and in a diligent manner), including the right to settle or compromise any claim or to consent to the entry of any judgment against Indemnitee without the consent of the Indemnitee, provided that, the amount of such settlement, compromise or judgment does not exceed the Limit Amount (if applicable) and is fully indemnifiable pursuant to this Agreement and/or applicable law, and any such settlement, compromise or judgment does not impose any penalty or limitation on Indemnitee without the Indemnitee's prior written consent. The Indemnitee's consent shall not be required if the settlement includes a complete release of Indemnitee, does not contain any admission of wrong-doing by Indemnitee, and includes monetary sanctions only as provided above. In the case of criminal proceedings the Company and/or its legal counsel will not have the right to plead guilty or agree to a plea-bargain in the Indemnitee's name without the Indemnitee's prior written consent. Neither the Company nor Indemnitee will unreasonably withhold or delay their consent to any proposed settlement. The Company shall not, without Indemnitee's prior written consent, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (i) includes an admission of Indemnitee's fault, (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such proceeding or (iii) is not fully indemnifiable pursuant to this Indemnification Agreement, any available insurance coverage and pursuant to law.
- 7.5. Indemnitee shall fully cooperate with the Company and shall give the Company all information and access to documents, files and to his or her advisors and representatives as shall be within Indemnitee's power, in every reasonable way as may be required by the Company with respect to any claim which is the subject matter of this Agreement and in the defense of other claims asserted against the Company (other than claims asserted by Indemnitee), provided that the Company shall cover all expenses, costs and fees incidental thereto such that the Indemnitee will not be required to pay or bear such expenses, costs and fees.
- 7.6. If the Company fails to comply with any of its material obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any action, suit or proceeding to deny or to recover from Indemnitee the benefits intended to be provided to Indemnitee hereunder, except with respect to such actions, suits or proceedings brought by the Company that are resolved in favor of the Company, Indemnitee shall have the right to retain counsel of Indemnitee's choice, and reasonably acceptable to the Company and at the expense of the Company, to represent Indemnitee in connection with any such matter, to the extent that such matter is within the provisions of Section 1 hereof.

8. **EXCULPATION.**

Subject to the provisions of the Companies Law, the Company hereby releases, in advance, the Office Holder from liability to the Company for any damage that arises from the breach of the Office Holder's duty of care to the Company (within the meaning of such terms under Sections 252 and 253 of the Companies Law), other than breach of the duty of care towards the Company in a distribution (as such term is defined in the Companies Law).

9. **NON-EXCLUSIVITY.**

The rights of the Indemnitee hereunder shall not be deemed exclusive of any other rights Indemnitee may have under the Company's Articles of Association, applicable law, any agreement, a vote of shareholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee prior to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy. It is hereby clarified that nothing in here shall limit the Company's right to indemnify the Indemnitee, post factum, for any and all amounts or events, subject to applicable law.

10. **PARTIAL INDEMNIFICATION.**

If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the expenses, judgments, fines or penalties actually or reasonably incurred by Indemnitee in connection with any proceedings, and not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such expenses, judgments, fines or penalties to which Indemnitee is entitled under any provision of this Agreement. Subject to the provisions of Section 5 above, any amount received by Indemnitee (under any insurance policy or otherwise) shall not reduce the Limit Amount hereunder and shall not derogate from the Company's obligation to indemnify the Indemnitee in accordance with the provisions of this Agreement up to the Limit Amount, as set forth in Section 1.2.

11. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. In the event of a merger or consolidation of the Company or a transfer or disposition of all or substantially all of the business or assets of the Company, the Indemnitee shall be entitled to the same indemnification and insurance provisions as the most favorable indemnification and insurance provisions afforded to the then-serving Office Holders of the Company, to the full extent permitted by law. In the event that in connection with such transaction the Company purchases a directors and officers' "tail" or "run-off" policy for the benefit of its then serving Office Holders, then such policy shall cover Indemnitee and such coverage shall be deemed to be in satisfaction of the insurance requirements under this Agreement. This Agreement shall continue in effect during the Indemnification Period regardless of whether Indemnitee continues to serve in a Corporate Capacity.

Any amendment to the Companies Law, the Israeli Securities Law, the RTP Law or other applicable law adversely affecting the right of the Indemnitee to be indemnified pursuant hereto shall be prospective in effect, and shall not affect the Company's obligation or ability to indemnify the Indemnitee for any act or omission occurring prior to such amendment, unless otherwise provided by applicable law.

12. **SEVERABILITY.**

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

13. **NOTICE.**

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed provided if delivered personally, sent by facsimile, reputable overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the addresses shown in the preamble to this Agreement, or to such other address as the party to whom notice is to be given may have furnished to the other party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of facsimile, one business day after the date of transmission if electronic confirmation of full transmission is received, (iii) in the case of a reputable overnight courier, three business days after deposit with such reputable overnight courier service, and (iv) in the case of mailing, on the seventh business day following that on which the mail containing such communication is posted.

14. **GOVERNING LAW; JURISDICTION.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the conflicts of law provisions of those laws. The Company and Indemnitee each hereby irrevocably consent to the jurisdiction and venue of the courts of Tel Aviv, Israel for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

15. **ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties and supersedes and replaces any other agreements, contracts or understandings between the parties, whether written or oral, with respect to the subject matter of this Agreement~~[for Directors add:]~~, **including without limitation that certain Indemnification Agreement previously signed between the parties.**

Notwithstanding the foregoing, the indemnification obligation set forth in this Agreement will also apply, subject to the terms, conditions and limitations set forth in this Agreement, with respect to actions committed, in Indemnitee's capacity as an Office Holder of the Company or of any Affiliate, during the period prior to the date of this Agreement.

16. **ADVERSE PRESUMPTION.**

Neither the settlement nor termination of any proceeding nor the failure of the Company to award indemnification or to determine that indemnification is payable shall create an adverse presumption that Indemnitee is not entitled to indemnification hereunder. In addition, the termination of any proceeding by judgment or order (unless such judgment or order provides so specifically) or settlement, shall not create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's action was unlawful.



**17. NO MODIFICATION AND NO WAIVER.**

No supplement, modification or amendment, termination or cancellation of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

**18. ASSIGNMENTS; NO THIRD PARTY RIGHTS.**

Neither party hereto may assign any of its rights or obligations hereunder except with the express prior written consent of the other party (except in the case of a merger or consolidation of the Company or a transfer or disposition of all or substantially all of the business or assets of the Company, but subject to Section 11). Other than with respect to Section 5 hereof, nothing herein shall be deemed to create or imply an obligation for the benefit of a third party. Without limitation of the foregoing, nothing herein shall be deemed to create any right of any insurer that provides directors and officers' liability insurance, to claim, on behalf of Indemnitee, any rights hereunder.

**19. SUCCESSORS.**

Notwithstanding anything to the contrary herein, this Agreement shall continue for the benefit of Indemnitee's heirs', personal representatives', executors' and administrators' benefit after Indemnitee ceases to be an Office Holder of the Company.

**20. INTERPRETATION; DEFINITIONS.**

Unless the context shall otherwise require: words in the singular shall also include the plural, and vice versa; any pronoun shall include the corresponding masculine, feminine and neuter forms; the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; the words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement in its entirety and not to any part hereof; all references herein to Sections or clauses shall be deemed references to Sections or clauses of this Agreement; any references to any agreement or other instrument or law, statute or regulation are to it as amended, supplemented or restated, from time to time (and, in the case of any law, to any successor provisions or re-enactment or modification thereof being in force at the time); any reference to "law" shall include any supranational, national, federal, state, local, or foreign statute or law and all rules and regulations promulgated thereunder; any reference to a "day" or a number of "days" (without any explicit reference otherwise, such as to business days) shall be interpreted as a reference to a calendar day or number of calendar days; reference to month or year means according to the Gregorian calendar; reference to a "company", "corporate body" or "entity" shall include a, partnership, firm, company, corporation, limited liability company, association, joint venture, trust, unincorporated organization, estate, or a government municipality or any political, governmental, regulatory or similar agency or body, and reference to a "person" shall mean any of the foregoing or a natural person.

**21. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument; it being understood that parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have executed this Indemnification Agreement as of the date first mentioned above, in one or more counterparts.

**Kornit Digital Ltd.**

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

**Indemnatee**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**EXHIBIT A\***

**CATEGORY OF INDEMNIFIABLE EVENT**

1. Claims in connection with labor relations, employment or consulting relationships with and/or by employees or consultants of the Company, and in connection with business relations between the Company and its employees, independent contractors, customers, suppliers, agents, and various service providers.
2. Negotiations, execution, delivery and performance of agreements of any kind or nature, anti-competitive acts, acts of commercial wrongdoing, approval of corporate actions including the approval of the acts of the Company's management, their guidance and their supervision, actions concerning the negotiation or approval of transactions with Office Holders or shareholders, including controlling persons and claims of failure to exercise business judgment and a reasonable level of proficiency, expertise and care with respect to the Company's business.
3. Violation, infringement, misappropriation, dilution and other misuse of copyrights, patents, designs, trademarks, service marks, trade secrets and any other intellectual property rights, acts in connection with the registration, assertion or protection of rights to intellectual property and the defense of claims related to intellectual property, breach of confidentiality obligations, acts in regard of invasion of privacy including with respect to databases, acts in connection with slander and defamation, and claims in connection with publishing or providing any information or omission thereof, including any filings with any governmental authorities, whether or not required under any applicable laws.
4. Violations of securities laws of any jurisdiction, including without limitation, claims under the U.S. Securities Act of 1933 or the U.S. Securities Exchange Act of 1934 or under the Israeli Securities Law, fraudulent disclosure claims, failure to comply with any securities authority or any stock exchange disclosure or other rules and any other claims relating to relationships with investors, debt holders, shareholders and the investment community and/or related to inadequate or improper disclosure to any of the foregoing; claims relating to or arising out of financing arrangements, any breach of financial covenants or other obligations towards lenders or debt holders of the Company, class actions, violations of laws requiring the Company to obtain regulatory and governmental licenses, permits and authorizations in any jurisdiction; actions taken in connection with the offer, issuance, purchase, holding or disposition of any type of securities of Company, including, without limitation, the grant of options to purchase any of the same or any offering of the Company's securities to private investors or to the public, and listing of such securities, or the offer by the Company to purchase securities from the public or from private investors or other holders, and any undertakings, representations, warranties and other obligations related to any such offering, listing or offer or to the Company's status as a public company or as an issuer of securities; any occurrences resulting from the Company's public filings or omissions to make a public filing, delisting of shares, or buy-back of Company's securities.

5. Liabilities arising in connection with any products or services developed, manufactured, distributed, rendered, sold, provided, licensed or marketed by the Company and/or any third party acting on its behalf, and any actions in connection with the manufacture, distribution, provision, sale, marketing, license or use of such products or services, including without limitation in connection with professional liability and product liability claims.
6. The offering of securities by the Company to the public and/or to private investors or the offer by the Company to purchase securities from the public and/or from private investors or other holders pursuant to a prospectus, agreement, notice, report, tender and/or any other proceeding, whether in the United States, Israel or abroad.
7. Events in connection with change in ownership, control or in the structure of the Company, its reorganization, dissolution, or any decision concerning any of the foregoing, including but not limited to, merger, sale or acquisition of assets or shares, division, change in capital; actions in connection with the purchase or sale of companies, legal entities, business, securities or assets, and the division or consolidation thereof, including without limitation, any Tender Offer, Forced Sale of Shares, Arrangement and Compromise (as such capitalized terms are defined in the Companies Law) or any reorganization, merger or consolidation of whatever kind or nature within the meaning of any law applicable to such claim or demand.
8. Any claim or demand made in connection with any transaction not in the ordinary course of business of the Company, including the sale, lease or purchase of any assets or business.
9. Any claim or demand made by any third party suffering any personal injury and/or bodily injury or damage to business or personal property or any other type of damage through any act or omission attributed to the Company, or its directors, officers, employees, agents or other persons acting or allegedly acting on its behalf, including, without limitation, failure to make proper safety arrangements for the Company or its employees and liabilities arising from any accidental or continuous damage or harm to the Company's employees, its contractors, its guests and visitors as a result of an accidental or continuous event, or employment conditions, permanent or temporary, in the Company's facilities; any act or omission undertaken in negotiating, signing and performing an insurance policy or any claim relating to a failure to maintain appropriate insurance and/or adequate safety measures.
10. Any claim or demand made directly or indirectly in connection with complete or partial failure, by the Company or its directors, officers and employees, to pay, report, keep applicable records or otherwise, of any foreign, federal, state, county, local, municipal or city taxes or other compulsory payments of any nature whatsoever, including, without limitation, income, sales, service, use, transfer, excise, value added, registration, severance, stamp, occupation, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll or employee withholding or other withholding, including any interest, penalty or addition thereto, whether disputed or not.

11. Any administrative, regulatory, judicial or civil actions orders, decrees, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation by any governmental entity or other person alleging potential responsibility or liability (including potential responsibility or liability for costs of enforcement investigation, cleanup, governmental response, removal or remediation, for natural resources damages, property damage, personal injuries or penalties or for contribution, indemnification, cost recovery, compensation or injunctive relief) arising out of, based on or related to (a) the presence of, release, spill, emission, leaching, dumping, pouring, deposit, disposal, discharge, leaching or migration into the environment (each a "**Release**") or threatened Release of, or exposure to, any hazardous, toxic, explosive or radioactive substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing material, polychlorinated biphenyls ("**PCBs**") or PCB-containing materials or equipment, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any environmental law, at any location, whether or not owned, operated, leased or managed by the Company or any of its subsidiaries, or (b) circumstances forming the basis of any violation of any environmental law or environmental permit, license, registration or other authorization required under applicable environmental law.
12. Any administrative, regulatory or judicial actions, orders, decrees, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation by any governmental entity or other person alleging the failure to comply with any statute, law, ordinance, rule, regulation, order or decree of any governmental entity applicable to the Company or any of its businesses, assets or operations, or the terms and conditions of any operating certificate or licensing agreement.
13. Participation and/or non-participation at the Company's Board meetings, bona fide expression of opinion and/or voting and/or abstention from voting at the Company's Board meetings.
14. Review and approval of the Company's financial statements, including any action, consent or approval related to or arising from the foregoing, including, without limitations, execution of certificates for the benefit of third parties related to the financial statements.
15. Violation of laws, rules or regulations requiring the Company to obtain regulatory and governmental licenses, permits and authorizations or laws related to any governmental grants in any jurisdiction (including without limitation relating to export and encryption).
16. Resolutions and/or actions relating to investments in the Company and/or its subsidiaries and/or affiliated companies and/or the purchase and sale of assets, including the purchase or sale of companies and/or businesses, and/or investment in corporate or other entities and/or investments in traded and/or negotiable securities and/or any other form of investment.
17. Liabilities arising out of advertising, including misrepresentations regarding the Company's products or services and unlawful distribution of emails and/or unlawful or inappropriate uses of other means of mass communication.
18. An announcement or statement, including a position taken or an opinion or representation made in good faith by the Office Holder in the course of his or her duties or in conjunction with his or her duties, whether in public or in private, including during a meeting of the Board of Directors of the Company or any of the committees thereof.
19. Management of the Company's bank accounts, including money management, foreign currency deposits, securities, loans and credit facilities, credit cards, bank guarantees, letters of credit, consultation agreements concerning investments including with portfolio managers, hedging transactions, options, futures, and the like.

20. Any actions taken pursuant to or in accordance with the policies and procedures of the Company, and any omission to act pursuant thereto or in accordance therewith, whether such policies and procedures are published or not; an act or omission undertaken in contradiction to the Company's Articles of Association.
21. All actions, consents and approvals relating to a distribution of dividends, in cash or otherwise.

Aggregate Limit Amount for all events together

The **Limit Amount per each specific event within the categories of events** listed in Sections 1-21 (inclusive) above is the Maximum Amount.

The "**Maximum Amount**" shall mean the greater of:

(a) twenty-five percent (25%) of the Company's total shareholders' equity according to the Company's most recent financial statements as of the time of the actual payment of indemnification;

(b) US\$ 30 million; and

(c) in connection with or arising out of a public offering of the Company's securities, the aggregate amount of proceeds from the sale by the Company and/or any shareholder of Company's securities in such offering.

\* Any reference in this Exhibit A to the Company shall mean the Company and any entity in which the Indemnitee serves in a Corporate Capacity, and where the context requires, also any subsidiaries or other affiliates of the Company.

**SPECTRA PRINTING  
OEM SUPPLY AGREEMENT**

“THIS OEM SUPPLY AGREEMENT (“Agreement”) is made and entered into as of this 6th day of January, 2006 (“Effective Date”) by and between SPECTRA PRINTING, a division of DIMATIX, INC. (“Spectra”), having a place of business at 109 Etna Road, Lebanon, New Hampshire 03766-1422, a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. (“Kornit”), also referred to as “Customer” in the Schedules to this Agreement, having a place of business at 5 David Navon Street, POB 8406, Moshav Magshimim 56910, Israel and organized under the laws of Israel, collectively the “Parties”.

WHEREAS Kornit wishes to procure certain Spectra Products for integration with Kornit Product.

NOW THEREFORE, the Parties hereby agree as follows:

**1. DEFINITIONS**

- 1.1 “Affiliate” means any corporation, partnership, association, or other entity with respect to which a party, directly or indirectly through a subsidiary, has not less than a majority beneficial ownership, but only if that corporation, partnership, association, or other entity expressly agrees in writing to be bound by this Agreement, and only while that ownership relationship exists.
- 1.2 “Kornit Product” means a digital printer, printing system or Print Engine, designed, manufactured or marketed by or on behalf of Kornit, on a retail, distribution or OEM sales basis, which incorporates one or more Printhead(s) that have been purchased from Spectra.
- 1.3 “Certified Ink” means an Ink which has achieved certain standards and test results in accordance with the then current procedures defined by Spectra.
- 1.4 “Hardware” means Printheads, printing assemblies and other ink jet devices supplied by Spectra to Kornit.
- 1.5 “Ink” means printing inks and other materials, which are jetted by Printheads.
- 1.6 “Print Engine” means a device comprised of: (i) components for moving and controlling the movement of the Printhead and print media, paper path, and ink supply components (collectively, the “Mechanism”); (ii) a Printhead; and (iii) a power supply, and covers.
- 1.7 “Printhead” means a piezoelectric device with multiple jets that eject droplets of Ink on demand.
- 1.8 “Products” means Hardware and Spectra Ink supplied by Spectra to Kornit.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

1.9 “Reserved Markets” means those fields and/or applications defined in Schedule 3.

1.10 “Spectra Ink” means Ink manufactured by or on behalf of Spectra.

1.11 “Term” means the period beginning on the Effective Date and ending on the date on which this Agreement terminates under Section 6,

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



**SPECTRA PRINTING  
OEM SUPPLY AGREEMENT**

THIS OEM SUPPLY AGREEMENT ("Agreement") is made and entered into as of this 6th day of January, 2005 ("Effective Date") by and between SPECTRA PRINTING, a division of DIMATIX, INC. ("Spectra"), having a place of business at 109 Etna Road, Lebanon, New Hampshire 03766-1422, a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. ("Kornit"), also referred to as "Customer" in the Schedules to this Agreement), having a place of business at 5 David Navon Street, POB 8406, Moshav Magshimim 56910, Israel and organized under the laws of Israel, collectively the "Parties".

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**1. DEFINITIONS**

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- 1.2 "Kornit Product" means a digital printer, printing system or Print Engine, designed, manufactured or marketed by or on behalf of Kornit, on a retail, distribution or OEM sales basis, which incorporates one or more Printhead(s) that have been purchased from Spectra.
- 1.3 "Certified Ink" means an Ink which has achieved certain standards and test results in accordance with the then current procedures defined by Spectra.
- 1.4 "Hardware" means Printheads, printing assemblies and other ink jet devices supplied by Spectra to Kornit.
- 1.5 "Ink" means printing inks and other materials, which are jetted by Printheads.
- 1.6 "Print Engine" means a device comprised of: (i) components for moving and controlling the movement of the Printhead and print media, paper path, and ink supply components (collectively, the "Mechanism"); (ii) a Printhead; and (iii) a power supply and covers.
- 1.7 "Printhead" means a piezoelectric device with multiple jets that eject droplets of Ink on demand.
- 1.8 "Products" means Hardware and Spectra Ink supplied by Spectra to Kornit.

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- 1.9 “Reserved Markets” means those fields and/or applications defined in Schedule 3.
- 1.10 “Spectra Ink” means Ink manufactured by or on behalf of Spectra.
- 1.11 “Term” means the period beginning on the Effective Date and ending on the date on which this Agreement terminates under Section 6.

**2. PRODUCT SUPPLY**

- 2.1 Kornit and Spectra agree that all Spectra Products will be supplied by Spectra to Kornit in accordance with the terms and conditions of this Agreement, including the Schedules.
- 2.2 Schedule 1 sets forth the basic terms and conditions of sale for Spectra Products. In connection with the warranty terms in this Schedule 1:
- 2.2.1 NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. SPECTRA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DETERMINATION OF THE SUITABILITY OF THE PRODUCTS DESCRIBED ON THE FACE HEREOF: IS THE SOLE RESPONSIBILITY OF KORNIT AND SPECTRA SHALL HAVE NO RESPONSIBILITY IN CONNECTION THEREWITH. KORNIT WARRANTS THAT KORNIT IS NOT: PURCHASING THE PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THE REMEDIES PROVIDED HEREIN ARE KORNIT’S SOLE AND EXCLUSIVE REMEDIES. SPECTRA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, OR FOR THE COST OF SUBSTITUTE GOODS.
- 2.3 Schedule 2 sets forth the prices and any related special terms for Spectra Products. New or additional Spectra Products will be automatically incorporated into Schedule 2 by means of Kornit delivering a purchase order to Spectra and by Spectra’s acknowledgement and acceptance of (including any changes to) said purchase order.
- 2.4 Kornit will pay to Spectra the royalties set forth in Schedule 2, subject to the terms and conditions thereof. Kornit will provide Spectra with a written report, no later than 30 (thirty) days following the end of each calendar quarter, describing for such calendar quarter amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed royalty calculation sufficient to establish a statement of royalties due if any such royalties are due. Kornit will pay any royalties due together with such report. Spectra shall have the right to have the books and records of Kornit audited [\*\*\*] to verify the correctness of royalty reports. If any such audit discloses an underpayment of royalties, Kornit will pay the shortfall immediately upon notice. If such shortfall exceeds [\*\*\*]% of the royalties due, Kornit shall reimburse Spectra for the costs of the audit.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**3. DISTRIBUTION RIGHTS**

- 3.1 Kornit may sell, lease and use Spectra Products and components thereof for Kornit Products, including, without limitation, worldwide marketing to any end user or re-marketer; provided however, that:
- (i) Kornit's distribution rights exclude Reserved Markets;
  - (ii) Kornit may only resell Printheads as integral components of Kornit Products, or as spare or replacement parts for Kornit Products; and
  - (iii) Kornit may not knowingly sell Spectra Ink or a Certified Ink for use other than in conjunction with Kornit Products.

To maintain the non-exclusive rights under this Section 3.1, Kornit must fulfill its obligations under Section 2.4 at all times.

- 3.2 To the extent Kornit may directly or indirectly market Kornit Products, Spectra Products, or other items under this Agreement, Kornit may do so under any present or future Kornit or Affiliate trademark or product designation. Kornit shall refer to any product so designated, in all Kornit sales proposals, advertising literature, and otherwise, as a Kornit or Affiliate product. Kornit may ship those products in containers bearing the Kornit or Affiliate logo, class and serial number of the product, and all other information or markings desired by Kornit or required by law; provided, however, that Kornit further agrees to affix or cease to affix, upon Spectra's written request, a logo or identifier supplied by Spectra containing the words "Spectra Jet Powered™" in a mutually agreed upon location on such Kornit Products.

**4. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 4.1 In connection with the supply of Spectra Products, [\*\*\*] and other activities that may be contemplated hereunder, the Parties may share their respective Confidential Information on a voluntary basis to facilitate the success and rapid time to market of Kornit Products. In order to foster a constructive and solution-oriented environment, the Parties agree to define and handle Confidential Information disclosures from and after the Effective Date and intellectual property rights in accordance with Schedule 4.
- 4.2 The Parties agree that any agreement between them in effect as of the Effective Date covering Confidential Information will remain in full force and effect, but shall only cover disclosures made prior to the Effective Date.

**5. [\*\*\*]**

- 5.1 [\*\*\*]

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**6. TERM AND TERMINATION**

- 6.1 This Agreement is effective on and after the Effective Date and shall expire 7 (seven) years after the Effective Date, unless earlier terminated pursuant to Section 6.2 below. The term will be extended by one year on each anniversary of the Effective Date unless either party notifies 90 (ninety) days prior to the anniversary of the Effective Date that it does not wish the extension to take effect.
- 6.2 This Agreement may be terminated prior to its expiration if any of the following occur:
- 6.2.1 Spectra and Kornit may at any time agree in writing to terminate this Agreement.
- 6.2.2 If Kornit fails without cause to pay Spectra any amount due Spectra, Spectra may terminate this Agreement if Kornit does not cure that failure within 30 (thirty) days after Kornit receives a written notice from Spectra stating the facts on which Spectra based its determination that such a failure occurred.
- 6.2.3 If either party breaches a material obligation of this Agreement, and such breach is not cured within 90 (ninety) days after receipt of the notice from the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.3 All financial obligations which had accrued but which were unpaid as of the effective date of termination shall survive termination. All financial obligations, which would have accrued after the effective date of termination shall terminate. All then-outstanding forecasts and purchase orders shall terminate without liability or consequence to either party as of the effective date of termination. All licenses granted hereunder shall survive termination, provided that Kornit continues to report and pay royalties required under Section 2.4.

**7. MISCELLANEOUS**

- 7.1 The Parties agree to handle disputes in connection with this Agreement in accordance with Schedule 5.
- 7.2 Spectra and Kornit are contractors independent of one another. Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other for any purpose. Neither party shall make any contract, agreement, warranty, or representation on behalf of the other party, or incur any debt or other obligation in the other party's name, or act in any manner which has the effect of making that party the apparent agent of the other; and neither party shall assume liability for, or be deemed liable as a result of, any such action by the other party. Neither party shall be liable by reason of any act or omission of the other party in the conduct of its business or for any resulting claim or judgment, including without limitation those arising from oral or written statements the other party makes in connection with its marketing efforts (other than statements made in reliance on written information which the first party furnishes to the other party).

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- 7.3 Neither Spectra nor Kornit may assign this Agreement or any of their respective rights and obligations under this Agreement without the express written consent of the other party before that assignment, except that either party may without the other's prior consent assign this Agreement to a successor in ownership of all or substantially all of its assets. Any assignment under this Section 7.3 will not relieve the assigning party of its outstanding financial obligations, if any, incurred before the assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 7.4 A waiver of a default of any term of this Agreement shall not be construed as a waiver of any later default of that provision or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
- 7.5 Each term of this Agreement is severable. If a court, agency, or arbitrator having jurisdiction determines that any term is invalid or unenforceable under applicable law, that determination shall not affect the other terms of this Agreement, which other terms shall continue to be enforced as if the invalid or unenforceable provisions were omitted.
- 7.6 Massachusetts law shall govern the interpretation and enforcement of this Agreement, except that the Federal Arbitration Act shall govern the interpretation and enforcement of Schedule 5.
- 7.7 Except as this Agreement otherwise provides, no amendment to this Agreement shall be binding unless agreed to in writing executed by Spectra and Kornit, and no approval, consent, or waiver shall be enforceable unless signed by the granting party. The pre-printed terms of any order (including, without limitation, a purchase order), acknowledgment, or other form do not amend this Agreement. No document shall be deemed to amend this Agreement by implication.
- 7.8 This Agreement (including the attached Schedules, which are hereby incorporated by reference) states the complete agreement between Spectra and Kornit concerning this subject, except as stated in Section 4.2, and supersedes all earlier oral and written communications between Spectra and Kornit concerning this subject.
- 7.9 All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be in writing and must be delivered by a method providing for proof of delivery to the addresses listed below:

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

In the case of Kornit:

Chief Executive Officer  
Kornit Digital, Ltd.  
5 David Navon Street  
POB 8406  
Moshav Magshimim 56910  
Israel  
Facsimile: +

In the case of Spectra:

Chief Operating Officer  
Spectra Printing  
Dimatix, Inc.  
109 Etna Road  
Lebanon, NH 03766-1422  
Facsimile: +1 603-448-9870

With a copy to:

Laurel H. Finch, Attorney  
Heller Ehrman LLP  
275 Middlefield Road  
Menlo Park, CA 94025-3506  
Facsimile: +1-650-324-0638

Any notice or request shall be deemed to have been given on the date of receipt. Either party may change its address for the purposes of this Agreement by giving the other party written notice of its new address.

7.10 All rights granted to Kornit under this Agreement may be exercised by any Affiliate of Kornit agreeing to be bound by this Agreement.

AGREED TO AND ACCEPTED BY:

**SPECTRA PRINTING  
DIMATIX, INC.**

**KORNIT DIGITAL LTD.**

/s/ Robert G. Rosenblum

By:  
Robert G. Rosenblum

Chief Operating Officer

Jan. 10, 2006

Date:

/s/ Ofer Ben-Zur

By:  
Ofer Ben-Zur

Printed

CEO

Title:

Jan. 15, 2006

Date:

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**TERMS AND CONDITIONS**

**FORECASTS AND PRODUCTION ESTIMATES:** Customer will provide Spectra with a [\*\*\*], [\*\*\*] forecast of Spectra Product requirements; provided, however, that orders placed hereunder are non-cancelable and non-deferrable beginning [\*\*\*] prior to scheduled delivery date. Customer will provide Spectra with [\*\*\*] advance notice to add significant additional manufacturing capacity. Spectra may not be able to meet orders as a result of changes in or requirements in excess of those set forth in [\*\*\*] forecasts. Furthermore, the Parties agree to use their reasonable efforts, particularly during significant ramp periods, to coordinate, communicate and level out product delivery requirements so that Customer's requirements and Spectra's capacity are matched as closely as possible. Production estimates are not guaranteed, but result from careful analysis of Customer's submitted requirements and present reasonably expected output under normal conditions.

**ORDERS:** Customer will order Spectra Products through the issuance of purchase orders at least [\*\*\*] in advance of the requested delivery dates. All preprinted terms and conditions on purchase orders are superseded entirely by the terms and conditions of this Agreement. Each purchase order will adequately identify the Spectra Product ordered by use of Spectra's product code, set forth the requested quantity, and specify the requested delivery method and date. Purchase orders must be in writing and may be sent via e-mail or facsimile to Spectra's Customer Service group. To confirm its acceptance of each purchase order, Spectra will issue an acknowledgement of such purchase order in writing or sent via e-mail or facsimile within 5 (five) business days of receipt. If Customer does not receive an acknowledgement of a purchase order within this timeframe, Customer should contact Spectra immediately to follow up on the status of the order.

Upon receipt of any purchase order submitted in accordance with this Agreement, Spectra will either: (i) accept the order, which will establish the delivery date; or (ii) notify Customer of Spectra's proposed delivery date, if Spectra is unable to deliver Spectra Product in the amounts and/or at the time or times requested. Once accepted, this will become the commitment date. If Spectra cannot fulfill Customer's purchase orders due to a shortage of any Spectra Product, Spectra shall use its reasonable efforts to satisfy Customer's purchase requirements as closely as possible.

**PRICES:** Prices are exclusive of federal, state or excise or use taxes which will be separately shown on invoices. Prices are [\*\*\*] (INCO Terms). Specification changes by Customer may affect prices. Customer must provide Spectra with a certificate for exemption from state taxes where applicable.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**PAYMENT AND SECURITY:** Payment shall be made by Customer within [\*\*\*] of invoice date. For the purpose of securing payment of amounts due Spectra from the Customer hereunder, Customer hereby grants to Spectra: (i) a continuing first purchase money security interest in the products to be shipped hereunder, and all accessions thereto and substitutions therefor; and (ii) a continuing purchase money security interest in all of the proceeds of the foregoing. If Customer fails to make payment to Spectra of any invoice for products shipped by Spectra within [\*\*\*] of the date of such invoice, or should Customer become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, Spectra may, notwithstanding any other provisions herein set forth, exercise any or all of its rights as a secured creditor under applicable law, including without limitation: (a) refuse to make further shipments to Customer; (b) with or without demand or notice to Customer declare the entire amount unpaid immediately due and payable; and (c) sell any or all of said products as permitted under applicable law, applying the proceeds of the sale to the expenses of retaking, repairing and selling said products, reasonable attorney's fees and to the satisfaction of all indebtedness then due and unpaid. Any surplus shall be paid to Customer and any deficiency shall be paid to Spectra by Customer. All past due amounts shall accrue delinquency charges at the rate of [\*\*\*]% ([\*\*\*] percent) per month.

The foregoing notwithstanding, as to orders including any special or custom-made equipment and as to any Customer which Spectra in its sole discretion determines to have insufficient credit worthiness, Spectra reserves the right to require all or a portion of the invoice amount in advance if commencing work on an order, and, as the case may be, a portion upon shipment and the balance within [\*\*\*] of invoice. For orders shipped outside the United States payment may be made by bank draft (on a bank acceptable to Spectra) or by confirmed, irrevocable letter of credit (naming Spectra as beneficiary) with order or other terms as arranged by Spectra. Any charges related to such letter of credit or other payment arrangement shall be for Customer's account.

Nothing herein shall require Spectra to ship Spectra Products to Customer if any of the requirements in this Schedule are not fulfilled by Customer.

**DELIVERY:** Delivery to a public carrier at Spectra's manufacturing facility, consigned as Customer directs, shall constitute transfer of the shipment's title, ownership, possession, and property to Customer at point of such delivery. Carrier will thereafter be deemed as acting for Customer and the shipment will be at Customer's risk. Spectra Products will be delivered to Customer in packaging reasonably acceptable to Customer, given shipment, warehousing and storage requirements. Customer will advise Spectra in writing of any special packaging or labeling requirements at the time of placing an order. Customer will pay the cost of any special packaging.

**WARRANTY:** All Spectra Products are warranted to be free of defects in materials and workmanship and to conform to Spectra specifications in effect at the date of shipment for a period of eighteen (18) months from date of shipment by Spectra. Any products labeled as pre-production release or prototypes, warranty coverage will be on materials and workmanship only and for a period of 3 months from date of shipment. Products repaired or replaced under warranty will carry coverage for the balance of warranty period of the product from when such product was returned to Spectra.

During the warranty period, Spectra will, at its option, repair, replace or refund the purchase price of Spectra products which prove to be defective in materials or workmanship or which do not conform to the applicable Spectra specifications. Customer must return Spectra products to the facility designated by Spectra. Customer shall obtain a return materials authorization number ("RMA") and shipping instructions from Spectra, follow the proper cleaning/flushing procedures in accordance with the respective product manual, and return the product shipping charges prepaid. Shipping charges for all agreed warranty returns will be paid by Spectra and by Customer for all rejected warranty returns. Warranty excludes all costs of customs clearance and any other related charges. All replaced products shall become the property of Spectra.

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The foregoing warranty shall not apply to defects or non-conformance with Spectra specifications that result from:

- (1) improper installation, use, storage, care or maintenance by Customer or its customers;
- (2) modification or alteration, damage, neglect, or abuse of a Spectra product;
- (3) operation of a Spectra product out of specification including power and environmental specifications;
- (4) use of Inks or other chemicals not furnished or Certified by Spectra; or
- (5) externally induced contamination (including but not limited to defective Certified Inks not supplied by Spectra and premature drying of inks in the nozzles).

**DISCONTINUANCE:** Spectra may, at its option, discontinue Products supplied under this Agreement, provided however, that: (i) Spectra gives Customer 180 (one hundred eighty) day notice of any planned discontinuance; and (ii) Spectra provides Customer with an end of life purchase program.

**INFRINGEMENT OF THIRD PARTY RIGHTS:** Spectra shall promptly investigate and defend at its expense all claims that the manufacture, use, maintenance, sale or other disposition of any Spectra Product infringes, induces the infringement of, or otherwise violates any patent, copyright, mask work, trademark, trade secret, or proprietary or other information of any third party, and Spectra shall pay and discharge all judgments or decrees against Customer which result from those claims. Spectra may, with Customer's consent (which Customer shall not unreasonably withhold), settle any such claim on terms of Spectra's choosing, if those terms do not conflict with this Agreement; provided, however, that Spectra shall not be obligated to the extent (i) Customer fails to give Spectra prompt notice of the claim, appropriate authority to settle or defend it, or the information and assistance necessary to conduct the defense, or (ii) the claims of infringement arise from or are based upon (A) Customer's or any third party's enhancements, modifications, alteration or implementation of a Spectra Product, or (B) the combination of a Spectra Product with any device Spectra did not directly furnish to Customer.

If (i) a court, agency, or arbitrator having jurisdiction holds that, or Spectra agrees in writing with any third party that, any Spectra Product infringes a patent, copyright, mask work, or trademark or involves an unlawful use of a third party's proprietary or other information, (ii) an injunction issues against Customer's manufacturing, use, or marketing of a Spectra Product, or (iii) in Spectra's opinion that Spectra Product is likely to become the subject of an infringement claim, then Spectra shall at its expense use reasonable efforts to: (x) obtain for Customer rights sufficient in scope to allow Customer to continue to make, use, sell, and market that Spectra Product, or (y) replace or modify that Spectra Product so that it becomes non-infringing.

Spectra shall not be liable under this infringement section for any claim, and Customer's rights under this infringement section shall not attach to a claim, to the extent that claim is based on information, devices, or processes furnished by someone other than Spectra. Customer shall defend and hold Spectra harmless against any expense, judgment or loss for alleged infringement or violation of any patents, copyrights, mask works, trade secrets, trademarks, or proprietary or other information which result from Spectra's compliance with Customer's designs, specifications or instructions. The foregoing states the entire obligation of Spectra with respect to infringement or the like.

**CANCELLATION OR RETURNS:** If Spectra agrees to the cancellation by Customer of an order within [\*\*\*] of scheduled delivery, all future work thereon will be stopped by Spectra as soon as reasonably possible and a cancellation charge will be rendered in the amount of the costs incurred to the date of stoppage plus [\*\*\*]% ([\*\*\*] percent), less allowances Spectra may be able to make for standard components and salvage. Cancellations as to any completed items shall not be effective and the order will be shipped and billed to the Customer at the order prices.

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**PRICES FOR SPECTRA PRODUCTS**

Prices for all Spectra Products include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>ACCUMULATED ORDER QTY</u>	<u>UNIT PRICE</u>
<b><u>256-Channel Jetting Assemblies</u></b>			
05536	Nova JA 256/80 AAA		
08991	Galaxy JA 256/30 AAA		
09272	Galaxy JA 256/50 AAA		
09493	Galaxy JA 256/80 AAA	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
09158	Spectra SL-128		
09084	Spectra SM-128		
08935	Spectra SE-128	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]

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**B. OTHER HARDWARE**

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
3800-038	Pressure Regulator	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08162	Meniscus Pressure Controller (MPC)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
06543	Miata Remote Lung/Reservoir	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08371	Molded Lung Module (MLM) <sup>1)</sup>	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
05841	Miata Remote Lung	***	\$ ***
04649	HDEM-4	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
3500-189	HDEM Daughter Cards	***	\$ ***
3800-037	HDC2	***	\$ ***

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**C. INK PRODUCTS**

Note: All ink prices are per order, per color.

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE(per case)
00146-01	SABRE Black <sup>5)</sup>	[***]-[***]	\$ [***]
		[***]-[***]	\$ [***]
		[***]+	\$ [***]
See table below	Seurat UV Curing Ink 2)	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
See table below	Kappa UV Curing Ink 2)	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
01880	Sirius, Ink 3)	[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***] to [***]	\$ [***]
		[***]+	\$ [***]
01881	Sirius, Clear Solvent, Flush 3)		\$ [***]
01882	Sirius, Clear, Cleaning Spray 4)		\$ [***]
7060-804-93	7060 Model Fluid	[***]	\$ [***]
04322	7060 Model Fluid	[***]	\$ [***]
06291	Clear Flush	[***]	\$ [***]

- 1) The pricing for these products is subject to full and final release by Spectra. No guarantee is implied as to these products ever becoming available from Spectra.
- 2) Each case contains 4 (four) 1 liter bottles.
- 3) Each case contains 6 (six) 1 liter bottles.
- 4) Each case contains 24 (twenty-four) 125 ml bottles.
- 5) Each case contains 40 100g ink pucks.

**PART NUMBER AND DESCRIPTION - UV CURING INKS**

SEURAT RANGE	
00052	Ink, black
00055	Ink, yellow
00058	Ink, magenta
00060	Ink, cyan
KAPPA RANGE	
03604	Ink, black

Prices for all Spectra Products include standard packaging.

**D. VOLUME DISCOUNTS**

Fees

- 1) Printhead Volume Discount Fee of \$[\*\*\*]
- 2) The Printhead Volume Discount Fee is payable to Spectra prior to Kornit shipping - or using — commercial products.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

3) Upon payment of the Printhead Volume Discount Fee, Kornit will obtain the following rights:

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ACCUMULATED ORDER QTY</b>	<b>UNIT PRICE</b>
256 Channel Jetting Assemblies		[**]	\$ [**]
128 Channel Jetting Assemblies (SL, SM, SE)		[**]	\$ [**]

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**PRICE INCREASES**

Beginning 12 (twelve) months after the date of this Agreement, Spectra may, by written notice delivered 90 (ninety) days in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

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**ROYALTIES**

- 1) Kornit will pay to Spectra a royalty of 5% (five percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to Spectra a royalty of 2% (two percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$500,000 of ink sales (on an annual basis) is not subject to the royalty provisions under section 1 above.

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**RESERVED MARKETS: EXCLUSIVE RIGHTS RESERVED**  
**BY SPECTRA TO OTHER CUSTOMERS**

**I. Product Identification**

**Exclusive Market** shall mean the following:

The market for systems incorporating less than \$[\*\*\*] of Spectra supplied Printheads, where such systems are used for printing with ink on packaging, labels or tangible products.

The scope of this Reserved Market does not include

- (i) systems used in commercial printing environments,
- (ii) the printing of goods where the primary value of the goods is the printed content, and
- (iii) other detailed exemptions available from Spectra upon request.

\*(In January of each year after 2005, the price thresholds set forth above are adjusted for inflation or deflation. The price thresholds in effect on any date can be obtained by contacting Spectra.)

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



**CONFIDENTIALITY AND  
INTELLECTUAL PROPERTY RIGHTS**

**Confidentiality:**

“Confidential Information” means all information which one party (“Discloser”) discloses to the other party (“Recipient”) during the term of this Agreement: (i) in documents or other tangible materials clearly marked “CONFIDENTIAL”; or (ii) orally, or in any other intangible form, when first disclosed to the Recipient, if at that time the Discloser tells the Recipient that the information is confidential and if the Discloser describes the information in writing or other tangible materials clearly marked “CONFIDENTIAL” and delivers them to the Recipient within 30 (thirty) calendar days after the information is first disclosed to the Recipient. “Confidential Information” does not include any information which the Recipient can show:

- (a) the Recipient knew at the time of disclosure;
- (b) the public knows or which is or becomes readily ascertainable by the public, and through no wrongful act of the Recipient;
- (c) the Recipient receives from a third party without breaching an obligation owed to the Discloser, if the third party does not restrict the Recipient from disclosing that information;
- (d) is independently developed by or for the Recipient;
- (e) the Discloser discloses to a third party without similar restrictions on disclosure; or
- (f) is required to be disclosed by law, provided, however, that in the event Recipient is ordered to disclose the Discloser’s Confidential Information pursuant to a judicial or governmental request, requirement or order, Recipient shall immediately, and in any event prior to complying therewith, notify the Discloser and take reasonable steps to assist Discloser in contesting such request, requirement or order or otherwise protecting Discloser’s rights, and Recipient may not disclose any Discloser Confidential Information in response to any law, rule or regulation, including disclosure rules of the Securities and Exchange Commission, without the Discloser’s written consent in each case, which consent shall not be unreasonably withheld or delayed.

During the Term and for 5 (five) years after the Term, the Recipient shall use reasonable efforts to prevent the disclosure of any Confidential Information to any other person, subject to (f) above, and shall not analyze or reverse engineer any samples, prototypes or products labeled “Confidential” and provided hereunder. All materials containing Confidential Information delivered by the Discloser under this Agreement are and shall remain the property of the Discloser. At the Discloser’s written request upon termination of the Recipient’s right to possess the Discloser’s Confidential Information, the Recipient shall promptly return to the Discloser, or destroy and certify the destruction of, all those materials and any copies. The Recipient agrees that it will not utilize or include any Confidential Information of Discloser in any patent or copyright filing.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Except as this Agreement expressly provides, this Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved, or existing products; or (ii) commit either party to disclose any particular information or to develop, make, use, buy, sell, or otherwise dispose of any existing or future product, or to favor or recommend any product or service of the other party.

This Agreement does not enlarge, diminish, or affect the rights and obligations that either party may have or come to have under any other written agreement they both sign, or, except as this Agreement expressly provides, with respect to any patent or copyright of either party. Except as this Agreement or such other written agreement specifically provides, there shall be no restrictions on the use or disclosure of any information the Parties exchange at any time, in the past or in the future, other than restrictions that either party may independently have a right to assert under the patent, copyright, or mask work laws.

**Intellectual Property Rights:**

Each party will retain its existing intellectual property rights and nothing in this Agreement will amend that understanding. Furthermore, each party will own all Technology developed solely by its employees, agents, representatives and consultants. In the case that a joint invention by employees, agents, representatives or consultants of Customer and Spectra is made in connection with Agreement, then both Parties will own an equal interest in such Technology and any patents which issue as a result. In the event that one party is granted a patent which incorporates Confidential Information of the other party, that one party will grant upon request a paid up, worldwide right and license under such patent to the other party to make, have made, use and sell products of the other party.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**DISPUTES**

In the event of any dispute, controversy or claim between the Parties arising directly or indirectly under this Agreement, whether based on contract, tort, fraud, misrepresentation or other legal theory, the Parties shall attempt in good faith to resolve such matter through mediation. Such mediation shall be conducted in accordance with The CPR Mediation Procedure of the CPR Institute for Dispute Resolution in effect on the date of this Agreement. If either party refuses to engage in such mediation, or if such mediation has not resolved the dispute, controversy or claim within [\*\*\*], or such longer period as the Parties may agree, then the provisions below shall apply.

Except for disputes concerning Spectra's indemnification obligations regarding infringement of third party rights, and except as otherwise provided in this Agreement, Customer and Spectra shall settle by arbitration any controversy or claim between them arising directly or indirectly under this Agreement, whether based on contract, tort, fraud, misrepresentation, or other legal theory that is not resolved through mediation as provided in the paragraph above. The arbitration shall occur in Massachusetts, under the then current Rules for Non-Administered Arbitration and supervision of the CPR Institute for Dispute Resolution, except as otherwise provided herein. If the dispute involves a claim for money in the amount of \$[\*\*\*] ([\*\*\*] dollars) or less and does not involve any claims relating to ownership, use, or disclosure of intellectual property (other than a claim of unlawful ownership, use or disclosure of intellectual property arising solely from a failure to pay a license fee or royalty), the arbitration shall be before a single arbitrator whom Customer and Spectra shall select from a panel of persons knowledgeable in business information and data processing systems; otherwise, the arbitration shall be before three arbitrators, one selected by Customer, one selected by Spectra, and the third selected by the two arbitrators selected. The arbitrator or arbitrators shall not have the power to award punitive or exemplary damages. The decision and award of the arbitrator or arbitrators shall be final and binding and the award rendered may be entered in any court having jurisdiction. Customer and Spectra shall each pay its own attorney's fees associated with the arbitration, and shall pay the other costs and expenses of the arbitration as the rules of the American Arbitration Association provide.

Spectra and Customer may each petition a court of law for injunctive relief to protect its respective intellectual property.

If one party files a court action alleging claims subject to binding arbitration under this Schedule and the other party successfully stays the court action or compels arbitration of the claims, or both, the party filing the court action shall pay the other party's costs and expenses, including attorneys' fees, of obtaining such stay or compulsion.

Neither Customer nor Spectra may bring any action, regardless of form, related to this Agreement, more than two years after the cause of action accrues.

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The duty to arbitrate extends to any director, officer, employee, agent, subsidiary, or Affiliate making or defending any claim which would otherwise be arbitrable.

Each part of this Schedule is severable. A holding that any part of this Schedule is unenforceable shall not affect the duty to arbitrate under any part of this Schedule.

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FUJIFILM DIMATIX, INC. and KORNIT DIGITAL LTD.

OEM SUPPLY AGREEMENT AMENDMENT #1

THIS SUPPLY AGREEMENT AMENDMENT #1 is made and entered into as of September 20, 2006 ("Effective Date") by and between FUJIFILM DIMATIX, INC. formerly Spectra Printing, a division of Dimatix, Inc. ("FDMX"), a corporation organized under the laws of the State of Delaware, U.S.A., and Kornit Digital Ltd. ("Kornit"), organized under the laws of Israel, collectively the "Parties".

WHEREAS, the Parties have entered into the OEM Supply Agreement dated January 6, 2006 (the "Agreement"), and wish to add the terms of this Amendment #1 to the contractual relationship between the Parties.

NOW THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS**

- 1.1 Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 1.2 "Amendment #1" shall mean this Supply Agreement Amendment #1 between FDMX and Kornit.
- 1.3 "Agreement" shall mean the Agreement, and this Supply Agreement Amendment #1.

2. **CHANGES**

- 2.1 **PRODUCT PRICES AND TERMS.** The Parties agree to delete the original Schedules 1, 2, and 3 in their entirety and replace them with the attached new Schedules 1, 2, and 3.

3. **GENERAL**

- 3.1 The Parties agree that the Agreement as amended states the complete agreement between FDMX and Kornit concerning this subject, and supersedes all earlier oral and written communications, representations, promises and agreements between FDMX and Kornit concerning this subject.

AGREED TO AND ACCEPTED BY:  
FUJIFILM DIMATIX, INC.

KORNIT DIGITAL LTD.

By:

/s/ Ofer Ben-Zur

/s/ John C. Batterton

Ofer Ben-Zur

John C. Batterton

Printed

President & CEO

CEO

Title

Title:

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**PRICES FOR FUJIFILM DIMATIX, INC. (“FDMX”) PRODUCTS**

Prices for all FDMX Products include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ACCUMULATED ORDER QTY</b>	<b>UNIT PRICE</b>
<b><u>256-Channel Jetting Assemblies</u></b>			
05536	Nova JA 256/80 AAA	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
08991	Galaxy JA 256/30 AAA	Same	
09272	Galaxy JA 256/50 AAA	Same	
09493	Galaxy JA 256/80 AAA	Same	
<b><u>128-Channel Jetting Assemblies</u></b>			
<b><u>“AA” Models</u></b>			
09158	Spectra SL-128	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
09084	Spectra SM-128	Same	
08935	Spectra SE-128	Same	
<b><u>“CR” Models<sup>1)</sup></u></b>			
12949	Spectra SL-128	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
12941	Spectra SM-128	Same	
12944	Spectra SE-128	Same	

1) The pricing for these products is subject to full and final release by FDMX. No guarantee is implied as to these products ever becoming available from FDMX.

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**B. OTHER HARDWARE**

PART NUMBER	DESCRIPTION	INDIVIDUAL ORDER QTY	UNIT PRICE
3800-038	Pressure Regulator	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08162	Meniscus Pressure Controller (MPC)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
06543	Remote Lung/Reservoir	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08371	Molded Lung Module (MLM)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
05841	Remote Lung, S.S.	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
04649	Head Drive Electronics Module (HDEM-4)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
3500-189	HDEM Daughter Cards	***	\$ ***
3800-037	Head Drive Control Board (HDC2)	***	\$ ***

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**C. INK PRODUCTS**

Note: All ink prices are per order, per color.

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>INDIVIDUAL ORDER QTY</u>	<u>UNIT PRICE (per case)</u>
00146-01	SABRE Black <sup>2</sup>	[***]-[***] [***]-[***] [***]+	\$ [***] \$ [***] \$ [***]
11214	Kappa UV Curing Ink Black <sup>3</sup>	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01880	Sirius, Ink <sup>4</sup>	[***] to [***] [***] to [***] [***] to [***] [***]+	\$ [***] \$ [***] \$ [***] \$ [***]
01881	Sirius, Clear Solvent, Flush <sup>4</sup>		\$ [***]
01882	Sirius, Clear, Cleaning Spray <sup>5</sup>		\$ [***]
7060-804-93	7060 Model Fluid	[***]	\$ [***]
04322	Model Fluid - Blue	[***]	\$ [***]
08178	Model Fluid - Black	[***]	\$ [***]
08180	Model Fluid - Yellow	[***]	\$ [***]
08399	Model Fluid - Red	[***]	\$ [***]
12327	Model Fluid, Room Temp - Blue	[***]	\$ [***]
12329	Model Fluid, Room Temp - Black	[***]	\$ [***]
12328	Model Fluid, Room Temp - Yellow	[***]	\$ [***]
12321	Model Fluid, Room Temp - Red	[***]	\$ [***]
06291	Clear Flush	[***]	\$ [***]

- 2) Each case contains 40 100g ink pucks.
- 3) Each case contains 4 (four) 1 liter bottles.
- 4) Each case contains 6 (six) 1 liter bottles.
- 5) Each case contains 24 (twenty-four) 125 ml bottles.

Prices for all FDMX Products include standard packaging.

**D. VOLUME DISCOUNTS**

**Fees**

- 1) Printhead Volume Discount Fee of \$[\*\*\*]
- 2) The Printhead Volume Discount Fee is payable to FDMX prior to Kornit shipping — or using - commercial products.
- 3) Upon payment of the Printhead Volume Discount Fee, Kornit will obtain the following rights:

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<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>INDIVIDUAL ORDER QTY</b>	<b>UNIT PRICE</b>
256 Channel Jetting Assemblies		[***]	\$ [***]
128 Channel Jetting Assemblies ("AA" Models)		[***]	\$ [***]
128 Channel Jetting Assemblies ("CR" Models)		[***]	\$ [***]

**PRICE INCREASES**

Beginning 12 (twelve) months after the date of this Agreement, FDMX may, by written notice delivered 90 (ninety) days in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**ROYALTIES**

- 1) Kornit will pay to FDMX a royalty of 5% (five percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to FDMX a royalty of 2% (two percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$500,000 of ink sales (on an annual basis) is not subject to the royalty provisions under section 1 above.

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**RESERVED MARKETS: EXCLUSIVE RIGHTS RESERVED  
BY FUJIFILM DIMATIX, INC. TO OTHER CUSTOMERS**

The exclusive market reserved by FDMX refers to monochrome or spot color (as opposed to process color) applications for printing date or lot codes, bar codes, serial and part numbers, prices, manufacturer's name, ingredients, nutritional data, instructions, warnings or other product-related or manufacturer-related information (referred to herein as "Product Identification Information").

More specifically, the exclusive reserved market is further limited to applying Product Identification Information:

- (1) directly onto products or onto the packaging for products;
- (2) in a product manufacturing or distribution environment; and
- (3) using a system (a) incorporating less than \$[\*\*\*]\* of FDMX Jetting Assemblies or (b) in the case of printing packaging or labels, using a system having a selling price of less than \$[\*\*\*]\* (excluding materials handling subsystems) or (c) in the case of printing on products, using a system having a selling price less than \$[\*\*\*]\* (excluding materials handling subsystems).

An application that does not meet all of the criteria (1), (2) and (3) is outside the exclusive reserved market.

In addition to the above limits on the exclusive reserved market, the reserved market does not include:

- (i) any system that combines Product Identification Information and information other than Product Identification Information;
- (ii) any system that uses process color printing, whether alone or in combination with monochrome or spot color printing;
- (iii) any system that jets fluids other than human-perceivable inks, such as conductive fluids for electronics, bio materials for analysis, etc. (referred to herein as "Functional Fluids"), whether jetting Functional Fluids alone or in combination with human-perceivable inks;
- (iv) printing using inks that are invisible to the naked eye, including but not limited to infrared ink;
- (v) printing of goods where the primary value of the goods is the printed content, such as documents, posters, signs, etc. (referred to herein as "Printed Media"); and
- (vi) any system used in commercial printing environments (for example, where Printed Media is produced) or other environments outside of manufacturing and distribution environments.

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\* In January of each year after 2005, the price thresholds set forth above are adjusted for inflation or deflation. The price thresholds in effect on any date will be available upon request.

**SCHEDULE 1**

**TERMS AND CONDITIONS**

**FORECASTS AND PRODUCTION ESTIMATES:** Customer will provide Fujifilm Dimatix, Inc. ("FDMX") with a [\*\*\*], [\*\*\*] forecast of FDMX Product requirements; provided, however, that orders placed hereunder are non-cancelable and non-deferrable beginning [\*\*\*] prior to scheduled delivery date. Customer will provide FDMX with [\*\*\*] advance notice to add significant additional manufacturing capacity. FDMX may not be able to meet orders as a result of changes in or requirements in excess of those set forth in [\*\*\*] forecasts. Furthermore, the Parties agree to use their reasonable efforts, particularly during significant ramp periods, to coordinate, communicate and level out product delivery requirements so that Customer's requirements and FDMX's capacity are matched as closely as possible. Production estimates are not guaranteed, but result from careful analysis of Customer's submitted requirements and present reasonably expected output under normal conditions.

**ORDERS:** Customer will order FDMX Products through the issuance of purchase orders at least [\*\*\*] in advance of the requested delivery dates. All preprinted terms and conditions on purchase orders are superseded entirely by the terms and conditions of this Agreement. Each purchase order will adequately identify the FDMX Product ordered by use of FDMX's product code, set forth the requested quantity, and specify the requested delivery method and date. Purchase orders must be in writing and may be sent via e-mail or facsimile to FDMX's Customer Service group. To confirm its acceptance of each purchase order, FDMX will issue an acknowledgement of such purchase order in writing or sent via e-mail or facsimile within 5 (five) business days of receipt. If Customer does not receive an acknowledgement of a purchase order within this timeframe, Customer should contact FDMX immediately to follow up on the status of the order.

Upon receipt of any purchase order submitted in accordance with this Agreement, FDMX will either: (i) accept the order, which will establish the delivery date; or (ii) notify Customer of FDMX's proposed delivery date, if FDMX is unable to deliver FDMX Product in the amounts and/or at the time or times requested. Once accepted, this will become the commitment date. If FDMX cannot fulfill Customer's purchase orders due to a shortage of any FDMX Product, FDMX shall use its reasonable efforts to satisfy Customer's purchase requirements as closely as possible.

**PRICES:** Prices are exclusive of federal, state or excise or use taxes which will be separately shown on invoices. Prices are [\*\*\*] (INCO Terms). Specification changes by Customer may affect prices. Customer must provide FDMX with a certificate for exemption from state taxes where applicable.

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**PAYMENT AND SECURITY:** Payment shall be made by Customer within [\*\*\*] of invoice date. For the purpose of securing payment of amounts due FDMX from the Customer hereunder, Customer hereby grants to FDMX: (i) a continuing first purchase money security interest in the products to be shipped hereunder, and all accessions thereto and substitutions therefor; and (ii) a continuing purchase money security interest in all of the proceeds of the foregoing. If Customer fails to make payment to FDMX of any invoice for products shipped by FDMX within [\*\*\*] of the date of such invoice, or should Customer become insolvent or be a party to any bankruptcy or receivership proceeding prior to full payment of all amounts payable hereunder, FDMX may, notwithstanding any other provisions herein set forth, exercise any or all of its rights as a secured creditor under applicable law, including without limitation: (a) refuse to make further shipments to Customer; (b) with or without demand or notice to Customer declare the entire amount unpaid immediately due and payable; and (c) sell any or all of said products as permitted under applicable law, applying the proceeds of the sale to the expenses of retaking, repairing and selling said products, reasonable attorney's fees and to the satisfaction of all indebtedness then due and unpaid. Any surplus shall be paid to Customer and any deficiency shall be paid to FDMX by Customer. All past due amounts shall accrue delinquency charges at the rate of [\*\*\*]% ([\*\*\*] percent) per month.

The foregoing notwithstanding, as to orders including any special or custom-made equipment and as to any Customer which FDMX in its sole discretion determines to have insufficient credit worthiness, FDMX reserves the right to require all or a portion of the invoice amount in advance if commencing work on an order, and, as the case may be, a portion upon shipment and the balance within [\*\*\*] of invoice. For orders shipped outside the United States payment may be made by bank draft (on a bank acceptable to FDMX) or by confirmed, irrevocable letter of credit (naming FDMX as beneficiary) with order or other terms as arranged by FDMX. Any charges related to such letter of credit or other payment arrangement shall be for Customer's account.

Nothing herein shall require FDMX to ship FDMX Products to Customer if any of the requirements in this Schedule are not fulfilled by Customer.

**DELIVERY:** Delivery to a public carrier at FDMX's manufacturing facility, consigned as Customer directs, shall constitute transfer of the shipment's title, ownership, possession, and property to Customer at point of such delivery. Carrier will thereafter be deemed as acting for Customer and the shipment will be at Customer's risk. FDMX Products will be delivered to Customer in packaging reasonably acceptable to Customer, given shipment, warehousing and storage requirements. Customer will advise FDMX in writing of any special packaging or labeling requirements at the time of placing an order. Customer will pay the cost of any special packaging.

**WARRANTY:** All FDMX Products are warranted to be free of defects in materials and workmanship for a period of eighteen (18) months from date of shipment by FDMX. Furthermore, all FDMX Products, when used with Inks and other fluids furnished or Certified by FDMX, are warranted to conform to FDMX specifications in effect at the date of shipment for a period of eighteen (18) months from date of shipment by FDMX.

For any products labeled as pre-production release or prototypes, warranty coverage will be on materials and workmanship only and for a period of three (3) months from date of shipment. Products repaired or replaced under warranty will carry coverage for the balance of warranty period of the product from when such product was returned to FDMX.

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During the warranty period, FDMX will, at its option, repair, replace or credit the purchase price of FDMX products which prove to be defective in materials or workmanship or which do not conform to the applicable specifications as stated above. Customer must return FDMX products to the facility designated by FDMX. Customer shall obtain a return materials authorization number ("RMA") and shipping instructions from FDMX, follow the proper cleaning/flushing procedures in accordance with the respective product manual, and return the product shipping charges prepaid. Shipping charges for all agreed warranty returns will be paid by FDMX and by Customer shall pay for shipping for all rejected warranty returns. Warranty excludes all costs of customs clearance and any other related charges. All replaced products shall become the property of FDMX.

The foregoing warranty shall not apply to defects or non-conformance with FDMX specifications that result from:

- (1) improper installation, use, storage, care or maintenance by Customer or its customers;
- (2) modification or alteration, damage, neglect, or abuse of a FDMX product;
- (3) operation of a FDMX product out of specification including power and environmental specifications; or
- (4) externally induced contamination (including but not limited to premature drying or curing of inks in the nozzles).

**DISCONTINUANCE:** FDMX may, at its option, discontinue Products supplied under this Agreement, provided however, that: (i) FDMX gives Customer 180 (one hundred eighty) day notice of any planned discontinuance; and (ii) FDMX provides Customer with an end of life purchase program.

**INFRINGEMENT OF THIRD PARTY RIGHTS:** FDMX shall promptly investigate and defend at its expense all claims that the manufacture, use, sale or other disposition of any FDMX Product infringes, induces the infringement of, or otherwise violates any patent, copyright, mask work, trademark, trade secret, or proprietary or other information of any third party, and FDMX shall pay and discharge all judgments or decrees against Customer which result from those claims. FDMX may, with Customer's consent (which Customer shall not unreasonably withhold), settle any such claim on terms of FDMX's choosing, if those terms do not conflict with this Agreement. FDMX shall not be obligated to the extent (i) Customer fails to give FDMX prompt notice of the claim, appropriate authority to settle or defend it, or the information and assistance reasonably necessary to conduct the defense, or (ii) the claims of infringement arise from or are based upon (A) Customer's or any third party's (x) use of a FDMX Product in a manner for which it was not intended or (x) enhancements, modifications, alteration or implementation of a FDMX Product, or (B) the combination of a FDMX Product with anything FDMX did not directly furnish to Customer.

If (i) an injunction issues against Customer's manufacturing, use, or marketing of a FDMX Product, or (ii) in FDMX's opinion that FDMX Product such an injunction is likely to issue, then FDMX shall at its expense use reasonable efforts to: (x) obtain for Customer rights sufficient in scope to allow Customer to continue to make, use, sell, and market that FDMX Product, or (y) replace or modify that FDMX Product so that it becomes non-infringing. The foregoing states the entire obligation of FDMX with respect to an injunction or the like.

FDMX shall not be liable under this infringement section for any claim, and Customer's rights under this infringement section shall not attach to a claim, to the extent that claim is based on information, devices, or processes furnished by someone other than FDMX. Customer shall indemnify, defend and hold FDMX harmless against any expense, judgment or loss for alleged infringement or violation of any patents, copyrights, mask works, trade secrets, trademarks, or proprietary or other information which result from FDMX's compliance with Customer's designs, specifications or instructions.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**GENERAL INDEMNIFICATION:** FDMX shall indemnify, defend and hold Customer harmless against any expense, judgment or loss for arising out of or related to any gross negligence or intentionally tortious acts or omissions of FDMX or its agents. Customer shall indemnify, defend and hold FDMX harmless against any expense, judgment or loss for arising out of or related to (i) any gross negligence or intentionally tortious acts or omissions of Customer or its agents and/or (ii) Customer's use of any FDMX Product to the extent FDMX is not obliged to Customer under "Infringement of Third Party Rights" above.

**CANCELLATION OR RETURNS:** If FDMX agrees to the cancellation by Customer of an order within [\*\*\*] of scheduled delivery, all future work thereon will be stopped by FDMX as soon as reasonably possible and a cancellation charge will be rendered in the amount of the costs incurred to the date of stoppage plus [\*\*\*]% ([\*\*\*] percent), less allowances FDMX may be able to make for standard components and salvage. Cancellations as to any completed items shall not be effective and the order will be shipped and billed to the Customer at the order prices.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**OEM SUPPLY AGREEMENT AMENDMENT #3**

This Amendment Agreement made and entered into as of the 17<sup>th</sup> day of March 2008 by and between FUJIFILM Dimatix, Inc. formerly Spectra Printing, a Division of Dimatix Inc. ("FUJIFILM") and Kornit Digital Ltd. ("Kornit").

**WITNESSETH**

WHEREAS, FUJIFILM and Kornit are parties to an OEM Supply Agreement dated as of January 6, 2006 (the "Agreement"), an OEM Supply Agreement Amendment #1 dated as of September 20, 2006 and OEM Supply Agreement Amendment #2 dated as of September 1, 2007 (collectively, the "Amendments") under which FUJIFILM agreed to provide to Kornit and Kornit wishes to procure certain FUJIFILM products for integration with Kornit products; and

WHEREAS, FUJIFILM and Kornit desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby amended by deleting the existing Schedule 2 and replacing with the attached Schedule 2.
2. This Amendment Agreement will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives on the date above written.

**FUJIFILM DIMATIX, INC.**

By: /s/ John C. Batterton

Name: John C. Batterton

Title: CEO and President

**KORNIT DIGITAL LTD.**

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

**PRICES FOR FUJIFILM PRODUCTS**

Prices for all FUJIFILM Products include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

<u>PART NUMBER</u>	<u>DESCRIPTION</u>	<u>ACCUMULATED ORDER QTY</u>	<u>UNIT PRICE</u>
<b><u>256-Channel Jetting Assemblies</u></b>			
05536	Nova JA 256/80 AAA	***	\$ ***
08991	Galaxy JA 256/30 AAA	***	\$ ***
09272	Galaxy JA 256/50 AAA	***	\$ ***
09493	Galaxy JA 256/80 AAA	***	\$ ***
<b><u>128-Channel Jetting Assemblies</u></b>			
09158	Spectra SL-128	*** to ***	\$ ***
		*** to ***	\$ ***
		*** to ***	\$ ***
		***+	\$ ***
09084	Spectra SM-128	Same	
08935	Spectra SE-128	Same	

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



**B. OTHER HARDWARE**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>INDIVIDUAL ORDER QTY</b>	<b>UNIT PRICE</b>
3800-038	Pressure Regulator	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08162	Meniscus Pressure Controller (MPC)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
06543	Remote Lung/Reservoir	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
08371	Molded Lung Module (MLM)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
05841	Remote Lung, S.S.	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
04649	Head Drive Electronics Module (HDEM-4)	***-***	\$ ***
		***-***	\$ ***
		***+	\$ ***
3500-189	HDEM Daughter Cards	***	\$ ***
3800-037	Head Drive Control Board (HDC2)	***	\$ ***

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

C. **INK PRODUCTS**

*Note: All ink prices are per order, per color.*

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>INDIVIDUAL ORDER QTY</b>	<b>UNIT PRICE (per case)</b>
7060-804-93	7060 Model Fluid	***	\$ ***
04322	Model Fluid - Blue	***	\$ ***
08178	Model Fluid - Black	***	\$ ***
08180	Model Fluid - Yellow	***	\$ ***
08399	Model Fluid - Red	***	\$ ***
12327	Model Fluid, Room Temp - Blue	***	\$ ***
12329	Model Fluid, Room Temp - Black	***	\$ ***
12328	Model Fluid, Room Temp - Yellow	***	\$ ***
12321	Model Fluid, Room Temp - Red	***	\$ ***
06291	Clear Flush	***	\$ ***

**Prices for all FUJIFILM Products include standard packaging.**

**PRICE INCREASES**

Beginning 12 (twelve) months after the date of this Agreement, FUJIFILM may, by written notice delivered 90 (ninety) days in advance to Customer, increase prices for Products listed on Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase.

Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**ROYALTIES**

- 1) Kornit will pay to FUJIFILM a royalty of 5% (five percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Ink for use in Kornit Products, except Spectra Ink.
- 2) If Kornit does not supply Ink to be used in Kornit Products Kornit will, in lieu of 1) above, pay to FUJIFILM a royalty of 2% (two percent) of the amounts received by Kornit (net of returns and allowances and sales and use taxes) upon the sale by Kornit of Kornit Products.
- 3) The first \$500,000 of ink sales (on an annual basis) is not subject to the royalty provisions under Section 1 above.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

## OEM SUPPLY AGREEMENT AMENDMENT #4

This OEM Supply Agreement Amendment #4 (the "Amendment") is made and entered into as of the 1<sup>st</sup> day of July, 2010 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. ("Kornit") and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** (collectively, "Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Kornit are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007 and OEM Supply Agreement Amendment #3 dated March 17, 2008** (the "Agreement"), under which FUJIFILM provides to Kornit, and Kornit procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

Amendments:

**1. Section 2.4 is hereby deleted in its entirety and replaced with the following new Section 2.4:**

2.4 Kornit will provide FUJIFILM with a written report, no later than thirty (30) days following the end of each calendar quarter during the Term, describing (i) the amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed calculation sufficient to establish a state of Royalties due for such quarter, and (ii) Royalties, if any, due pursuant to Schedule 2 for Kornit Products sold during such period. Kornit will pay any Royalties due on a bi-annual basis (June 30 and December 31 of each year). FUJIFILM shall have the right to audit the books and records of Kornit [\*\*\*] during the Term to verify the Royalties paid and applicable [\*\*\*] reports. The audit shall be conducted by an accounting firm designated by FUJIFILM. If any such audit discloses an underpayment of Royalties, Kornit will pay the shortfall immediately upon receipt of written notice. If such shortfall exceeds [\*\*\*] percent ([\*\*\*]%) of the Royalties due, Kornit shall also reimburse FUJIFILM for the costs of the audit.

**2. Schedule 2 of the Agreement is hereby deleted in its entirety and replaced with the attached Schedule 2.**

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

3. Each reference to Kornit Digital Ltd. contained in the Agreement, shall from and after the above written date above be changed to include Kornit Digital Technologies Ltd.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

“In the case of FUJIFILM:

Chief Executive Officer  
FUJIFILM Dimatix, Inc.  
2230 Martin Avenue  
Santa Clara, CA 95050  
Facsimile: (408) 565-9151

with a copy to:  
FUJIFILM Holdings America Corporation  
200 Summit Lake Drive  
Valhalla, NY 10595-1356  
Attn: Legal Department  
Facsimile: (914) 789-8514  
E-mail: Legal.Department@fujifilm.com

2. This Amendment will be effective as of the date above written.

3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date above written.

**FUJIFILM DIMATIX, INC.**

By: /s/ Martin Schoeppler  
Name: Martin Schoeppler  
Title: CEO and President

**KORNIT DIGITAL LTD**

By: /s/ Ofer Ben-Zur  
Name: Ofer Ben-Zur  
Title: CEO

**KORNIT DIGITAL TECHNOLOGIES LTD.**

By: /s/ Ofer Ben-Zur  
Name: Ofer Ben-Zur  
Title: CEO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA		\$ [***]*
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]

\*Note - This pricing is based on Kornit taking delivery of a minimum of [\*\*\*] Nova JA 256/80 AAA units for the period July 1, 2010 through June 30, 2011. If the volume is not achieved, FUJIFILM reserves the right to increase pricing to \$[\*\*\*] for future units.

B. PRICE INCREASES

Beginning twelve (12) months after the Effective Date, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Kornit shall pay to FUJIFILM a Royalty equal to five percent (5%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the five percent (5%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2.
- 3) The first \$500,000 of ink sales (on an annual basis, with annual being January 1 to December 31) is not subject to the royalty provisions under Section 1 above.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

## OEM SUPPLY AGREEMENT PRICING AMENDMENT #5

This OEM Supply Agreement Pricing Amendment #5 (the "Amendment") is made and entered into as of the 4th day of October, 2011 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008 and OEM Supply Agreement Amendment #4 dated July 1, 2010** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:

Chief Executive Officer  
FUJIFILM Dimatix, Inc.  
2230 Martin Avenue  
Santa Clara, CA 95050  
Facsimile: (408) 565-9151

with a copy to:

FUJIFILM Holdings America Corporation  
200 Summit Lake Drive  
Valhalla, NY 10595-1356  
Attn: Legal Department  
Facsimile: (914) 789-8514  
E-mail: legaldepartment@fujifilm.com

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

**FUJIFILM DIMATIX INC.**

By: /s/ Martin Schoeppler

Name: Martin Schoeppler

Title: CEO and President

**KORNIT DIGITAL LTD.**

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

**KORNIT DIGITALTECHNOLOGIES LTD.**

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE 2**

**PRICES FOR FUJIFILM PRODUCTS**

The following prices include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	[***]	\$ [***]
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]

**B. PRICE INCREASES**

Beginning twelve (12) months after the Effective Date, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**C. ROYALTIES**

- 1) Kornit shall pay to FUJIFILM a Royalty equal to five percent (5%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the five percent (5%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2.
- 3) The first \$500,000 of ink sales (on an annual basis, with annual being January 1 to December 31) is not subject to the royalty provisions under Section 1 above.

**D. REBATE PROGRAM**

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[\*\*\*] per printer shipped by Kornit (\$[\*\*\*] rebate x 7 printheads). The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products. This rebate program became effective June 1, 2010.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



## OEM SUPPLY AGREEMENT PRICING AMENDMENT #6

This OEM Supply Agreement Pricing Amendment #6 (the "Amendment") is made and entered into as of the **6th** day of **December, 202012** by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010 and OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:

Chief Executive Officer  
FUJIFILM Dimatix, Inc.  
2230 Martin Avenue  
Santa Clara, CA 95050  
Facsimile: (408) 565-9151

with a copy to:  
FUJIFILM Holdings America Corporation  
Valhalla, NY 10595-1356  
Attn: Legal Department  
Facsimile:  
(914) 789-8514  
E-mail:legaldepartment@fujifilm.com

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

**FUJIFILM DIMATIX, INC.**

By: /s/ Martin Schoeppler

Name: Martin Schoeppler

Title: CEO and President

**KORNIT DIGITAL LTD.**

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

**KORNIT DIGITAL TECHNOLOGIES LTD**

By: /s/ Ofer Ben-Zur

Name: Ofer Ben-Zur

Title: CEO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE 2**

**PRICES FOR FUJIFILM PRODUCTS**

The following prices include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	[***]	\$ [***]
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]
22140	PQ-256/35 JM	[***]	\$ [***]
22168	PQ-256/85 JM	[***]	\$ [***]

**B. PRICE INCREASES**

Beginning twelve (12) months after the Effective Date, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**C. ROYALTIES**

- 1) Beginning January 1, 2013, Kornit shall pay to FUJIFILM Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
  - a) At a rate equal to three and one half percent (3.5%) of the first \$12 million on a yearly basis (with yearly defined as January 1 to December 31) and then at a rate equal to two percent (2%) of amounts over \$12 million for the remainder of same year.
  - b) The Royalty rate will reset as defined in a) above each January 1.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the three and one half percent (3.5%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**D. REBATE PROGRAM**

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[\*\*\*] per printer shipped by Kornit (\$[\*\*\*] rebate x 7 printheads). The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products. This rebate program became effective June 1, 2010.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

## OEM SUPPLY AGREEMENT PRICING AMENDMENT #7

This OEM Supply Agreement Pricing Amendment #7 (the "Amendment") is made and entered into as of the 1st day of February, 2013 by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra Printing, a division of Dimatix, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement; as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1 dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010, OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011 and OEM Supply Agreement Pricing Amendment #6 dated December 6, 2012** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached.

Additional Amendments:

1. Section 7.9 of the Agreement is hereby changed by replacing the address for notices to be sent to FUJIFILM to read as follows:

"In the case of FUJIFILM:

Chief Executive Officer  
FUJIFILM Dimatix, Inc.  
2230 Martin Avenue  
Santa Clara, CA 95050  
Facsimile: (408) 565-9151

with a copy to:  
FUJIFILM Holdings America Corporation  
200 Summit Lake Drive  
Valhalla, NY 10595-1356  
Attn: Legal Department

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

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Facsimile: (914) 789-8514  
E-mail: legaldepartment@fujifilm.com

2. This Amendment will be effective as of the date above written.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate originals, or in signed fax copies to be followed by duplicate originals by their duly authorized representatives as of the date above written.

**FUJIFILM DIMATIX, INC.**

By: /s/ Martin Schoeppler  
Name: Martin Schoeppler  
Title: CEO & President

**KORNIT DIGITAL LTD.**

By: /s/ Ofer Ben-Zur  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KORNIT DIGITAL TECHNOLOGIES LTD**

By: /s/ Ofer Ben-Zur  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE 2**

**PRICES FOR FUJIFILM PRODUCTS**

The following prices include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>UNIT PRICE</b>
05536	Nova JA 256/80 AAA	[***]	\$ [***]
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]
22140	PQ-256/35 JM	[***]	\$ [***]
22168	PQ-256/85 JM	[***]	\$ [***]

**B. PRICE INCREASES**

Beginning twelve (12) months after the Effective Date, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**C. ROYALTIES**

- 1) Beginning January 1, 2013, Kornit shall pay to FUJIFILM Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
  - a) At a rate equal to three and one half percent (3.5%) of the first \$12 million on a yearly basis (with yearly defined as January 1 to December 31) and then at a rate equal to two percent (2%) of amounts over \$12 million for the remainder of same year.
  - b) The Royalty rate will reset as defined in a) above each January 1.
- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the three and one half percent (3.5%) Royalty referenced in subsection 1) above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for such Kornit Product pursuant to this Schedule 2

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**D. REBATE PROGRAM**

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[\*\*\*] per printer shipped by Kornit (\$[\*\*\*] rebate x 7 printheads). The rebate will commence on February 1, 2013 and continue for twelve (12) months until January 31, 2014. The rebate will be issued as a credit toward current or new invoices for purchases of FUJIFILM Products.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.



## OEM SUPPLY AGREEMENT AMENDMENT #8

This OEM Supply Agreement Amendment #8 (the "Amendment") is made and entered into as of the 1st day of January, 2014 ("Amendment #8 Effective Date") by and between FUJIFILM Dimatix, Inc., formerly known as **Spectra, Inc.** ("FUJIFILM") and **Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd.** ("Company"). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement, as hereinafter defined.

WITNESSETH

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated **January 6, 2006, OEM Supply Agreement Amendment #1, dated September 20, 2006, OEM Supply Agreement Amendment #2 dated September 1, 2007, OEM Supply Agreement Amendment #3 dated March 17, 2008, OEM Supply Agreement Amendment #4 dated July 1, 2010, OEM Supply Agreement Pricing Amendment #5 dated October 4, 2011, OEM Supply Agreement Pricing Amendment #6 dated December 6, 2012 and OEM Supply Agreement Pricing Amendment #7 dated February 1, 2013** (the "Agreement"), under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

Amendments:

1. Schedule 2 of the Agreement is hereby deleted in its entirety and a new Schedule 2 is attached hereto and made a part of the Agreement.
2. This Amendment will be effective as of the Amendment #8 Effective Date.
3. The Agreement is amended only as expressly provided herein and otherwise remains unchanged in all respects.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Amendment #8 Effective Date.

**FUJIFILM DIMATIX, INC.**

By: /s/ Martin Schoeppler  
Name: Martin Schoeppler  
Title: CEO and President

**KORNIT DIGITAL LTD.**

By: /s/ Ofer Ben-Zur  
Name: Ofer Ben-Zur  
Title: CEO

**KORNIT DIGITAL TECHNOLOGIES LTD**

By: /s/ Osnar Michaeli  
Name: Osnar Michaeli  
Title: CFO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

SCHEDULE 2

PRICES FOR FUJIFILM PRODUCTS

The following prices include standard packaging.

A. PRINTHEADS and JETTING ASSEMBLIES

PART NUMBER	DESCRIPTION	ORDER QTY	UNIT PRICE
05536	Nova JA 256/80 AAA	***	\$ ****
09493	Galaxy JA 256/80 AAA	***	\$ ****
22140	PQ-256/35 JM	***	\$ ****
22168	PQ-256/85 JM	***	\$ ****

The pricing for Nova JA 256/80 AAA and Galaxy JA 256/80 AAA is set for \*\*\* starting \*\*\* and ending \*\*\*.

B. PRICE INCREASES

Beginning twelve (12) months after the Effective Date, and/or from time to time thereafter, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

C. ROYALTIES

- 1) Beginning January 1, 2014, Kornit shall pay to FUJIFILM a Royalty based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
  1. At a rate equal to two and one half percent (2.5%) up to a maximum of \$25 million for a two (2) year period, beginning January 1, 2014 and ending December 31, 2015.
  - 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the two and one half percent (2.5%) Royalty referenced in subsection 1 above, pay to FUJIFILM a Royalty equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for FUJIFILM Products pursuant to this Schedule 2.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as \*\*\*. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**D. REBATE PROGRAM**

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[\*\*\*] per printer shipped by Kornit (\$[\*\*\*] rebate x 7 printheads) to a Third Party Customer. This rebate offer will commence on January 1, 2014 and continue in effect for twelve (12) months until December 31, 2014. The rebate will be issued to Kornit as a credit to be used by Kornit toward future FUJIFILM Product purchases.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

## OEM SUPPLY AGREEMENT AMENDMENT #9

This OEM Supply Agreement Amendment #9 ("Amendment #9") is made as of August 22, 2014 ("Amendment #9 Effective Date") between FUJIFILM Dimatix, Inc., formerly known as Spectra, Inc. ("FUJIFILM") and Kornit Digital Ltd. and Kornit Digital Technologies Ltd., a division of Kornit Digital Ltd. ("Company"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement (as defined below).

WHEREAS, FUJIFILM and Company are parties to an OEM Supply Agreement dated January 6, 2006, as amended by Amendment #1 dated September 20, 2006, Amendment #2 dated September 1, 2007, Amendment #3 dated March 17, 2008, Amendments dated July 1, 2010, Amendment #5 dated October 4, 2011, Amendment #6 dated December 6, 2012, Amendment #7 dated February 1, 2013 and Amendment #8 dated January 1, 2014 (collectively, the "Agreement") under which FUJIFILM provides to Company, and Company procures from FUJIFILM, certain FUJIFILM products for incorporation with Company products; and

WHEREAS, FUJIFILM and Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.4 of the Agreement is deleted in its entirety and replaced with the following new Section 2.4:

2.4 Kornit will provide FUJIFILM with a written report, no later than thirty (30) days following the end of each calendar quarter during the Term, describing (i) the amount, type and price of all Ink sold, leased or otherwise disposed of, for use with Kornit Product during such period, together with a detailed calculation sufficient to establish a state of contingent payment due for such quarter, and (ii) a contingent payment, if any, due pursuant to Schedule 2 attached hereto for Kornit Products sold during such period. Kornit will pay any contingent payment due on a bi-annual basis (June 30 and December 31 of each year). FUJIFILM shall have the right to audit the books and records of Kornit [\*\*\*] year during the Term to verify the contingent payment paid and applicable [\*\*\*] reports. The audit shall be conducted by an accounting firm designated by FUJIFILM. If any such audit discloses an underpayment of contingent payment, Kornit will pay the shortfall immediately upon receipt of written notice. If such shortfall exceeds [\*\*\*] percent ([\*\*\*]%) of the contingent payments due, Kornit shall also reimburse FUJIFILM for the costs of the audit.

2. Schedule 2 of the Agreement is deleted in its entirety and replaced with a new Schedule 2 attached hereto and made part of the Agreement.
3. This Amendment #9 shall be effective as of the Amendment #9 Effective Date.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

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4. The state and federal law of the State of California, United States of America, shall govern the interpretation and enforcement of this Agreement and any dispute arising out of or related to this Agreement, without giving effect to any conflict of laws principles that may cause the law of any other jurisdiction to apply.
5. Except as expressly provided herein, the Agreement remains unchanged in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #9 to be executed by their duly authorized representatives as of the Amendment #9 Effective Date.

**FUJIFILM DIMATIX, INC.**

By: /s/ Martin Schoeppler

Name: Martin Schoeppler

Title: CEO and President

**KORNIT DIGITAL LTD.**

By: /s/ Osnar Michaeli, /s/ Ofer Ben-Zur

Name: Osnar Michaeli, /s/ Ofer Ben-Zur

Title: CFO, CEO

**KORNIT DIGITAL TECHNOLOGIES LTD**

By: /s/ Osnar Michaeli, /s/ Ofer Ben-Zur

Name: Osnar Michaeli, /s/ Ofer Ben-Zur

Title: CFO, CEO

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

**SCHEDULE 2**

**PRICES FOR FUJIFILM PRODUCTS**

The following prices include standard packaging.

**A. PRINTHEADS and JETTING ASSEMBLIES**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ORDER QTY</b>	<b>UNIT PRICE</b>
05536	Nova JA 256/80 AAA	[***]	\$ [***]*
09493	Galaxy JA 256/80 AAA	[***]	\$ [***]*
22140	PQ-256/35 JM	[***]	\$ [***]
22168	PQ-256/85 JM	[***]	\$ [***]

\*The pricing for Nova JA 256/80 AAA and Galaxy JA 256/80 AAA is set for [\*\*\*] starting [\*\*\*] and ending [\*\*\*].

**B. PRICE INCREASES**

Beginning twelve (12) months after the Effective Date, and/or from time to time thereafter, FUJIFILM may, by written notice delivered ninety (90) days in advance to Kornit, increase prices for FUJIFILM Products listed on this Schedule 2. Price increases will not apply to orders that are non-cancelable and non-deferrable (pursuant to Schedule 1) at the time of notice of the increase. Any notice of price increase in accordance with the foregoing shall constitute an amendment to this Schedule 2.

**C. CONTINGENT PAYMENT**

- 1) Beginning January 1, 2014, Kornit shall pay to FUJIFILM a contingent payment based on the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Ink for use in Kornit Products, except FUJIFILM Ink as follows:
  - I. At a rate equal to two and one half percent (2.5%) up to a maximum of \$25 million for a two (2) year period, beginning January 1, 2014 and ending December 31, 2015.

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- 2) If Kornit does not supply Ink to a Third Party Customer for use in Kornit Products then Kornit shall, in lieu of paying the two and one half percent (2.5%) contingent payment referenced in subsection 1 above, pay to FUJIFILM a contingent payment equal to two percent (2%) of the total amount received by Kornit (net of returns, allowances, sales and use taxes) upon the sale to a Third Party Customer of Kornit Products, in addition to the price paid for FUJIFILM Products pursuant to this Schedule 2.

**D. REBATE PROGRAM**

Kornit shall earn a per machine rebate for Galaxy JA 256/80 AAA Printheads (7 printheads per machine) that are used in the Kornit Breeze Direct on Garment Entry Level Printer. The rebate will be \$[\*\*\*] per printer shipped by Kornit (\$[\*\*\*] rebate x 7 printheads) to a Third Party Customer. This rebate offer will commence on January 1, 2014 and continue in effect for twelve (12) months until December 31, 2014. The rebate will be issued to Kornit - as a credit to be used by Kornit toward future FUJIFILM Product purchases.

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English translation of the original Hebrew document.

**Amended and Restated Framework Agreement for the Serial Turn Key Manufacture and Supply of Avalanche, Avalanche 1000 and Storm II Printers**

Made and executed on the 9th day of March 2015

(hereinafter: the "Effective Date")

Between:

**ITS Industrial Techno logic Solutions Ltd.**

Private Company No. 512833740  
(hereinafter: the "Supplier")

And:

**Kornit Digital Technologies Ltd.**

Private Company No. 513846758  
(hereinafter: the "Customer")

- Whereas:** The Customer is a manufacturer in the field of machinery for digital printing on textiles; and
- Whereas:** The Supplier is a sub-contractor with the experience, equipment, expertise, skill and human resources required for the serial manufacture and supply of the digital printing machines in accordance with the provisions of this Agreement, and all subject to the provisions of this Agreement; and
- Whereas:** The Supplier is available and is capable of performing its undertakings under this Agreement in accordance with the conditions and stipulations of this Agreement below; and
- Whereas:** On November 19, 2014, the Supplier and the Customer entered into a framework serial manufacture and turn-key supply agreement (the "Previous Agreement"); and
- Whereas:** The Parties have decided to terminate the Previous Agreement, including all sections and appendixes thereto, and to replace it with this Agreement, so that the provisions of this Agreement shall apply as of the Effective Date (and the Previous Agreement shall continue to apply with respect to the Supplier's undertakings that were given prior to the Effective Date), all as set out in this Agreement.

**Therefore, it is agreed, declared and stipulated between the Parties as follows:**

**1. Definitions and Appendixes**

1.1. All of the definitions and the Appendixes constitute an integral and binding part of this Agreement.

1.2. Definitions

The following terms in this Agreement shall have the meanings set out below:

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- 1.2.1. The **“Production File”** or the **“Product File”** – A document that shall be delivered to the Supplier by the Customer, containing all of the information required in order to manufacture the product the subject of the Production File, including: the technical specifications of the product, a list of the components of the product, a list of the suppliers from whom the Supplier must purchase such; the Product Tree (as defined below), the quality requirements of all parts of the product, charts, definitions of materials, drawings, sketches and plans, specifications of tests during the process and calibrations, ATP, all documentary engineering supplements done by the Supplier, and any other information relevant for manufacture of the product. The Production Files shall be in a form which will be agreed upon in writing by the parties. For the avoidance of doubt, the Product File shall be the entire and exclusive property of the Customer and shall constitute part of the confidential information as defined in this Agreement below.
- 1.2.2. **“Product”** or **“Products”** – including all of the following: (a) The finished machine set out in the Production File; (b) the components of the machine set out in the Production File; (c) all of the spare parts of the machine and its components, as defined below; (d) any inventory of any kind whatsoever of all of the machines including the components, whether such inventory has been and/or is being manufactured and/or stored at the Customer's request or at the Supplier's decision and/or request.
- 1.2.3. **“Machine”** or **“Machines”** – A finished printer delivered to the Customer or a printer meeting all of the requirements of the Production File, and the conditions of this Agreement.
- 1.2.4. **“Security Inventory”** – The minimum quantity of components kept in the Supplier's warehouses as security in accordance with the Customer's demand as set out in Appendix 2.
- 1.2.5. **“OSP Items”** – The items, parts, spare parts and components that the Customer will provide, which the Supplier is not required to pay for.
- 1.2.6. **“Components”** – All items, parts, spare parts and components that may be ordered by the Customer from the Supplier or that may be sold or supplied by the Supplier to the Customer, provided that such are not Machines. For the avoidance of doubt, OSP Items shall not be considered to be Components.
- 1.2.7. The **“Order”** – As such term is defined in section 5.1 below. Any Order that is sent in any way, in writing, by the Customer, including via email, shall be an order that is lawfully signed by the authorized signatory of the Customer, for the purposes of this Agreement.
- 1.2.8. **“Supply”** – Products which the Supplier has delivered to the Customer. With respect to Machines – supply at the gates of the Supplier's factory.
- 1.2.9. **“Receipt”** – (a) The Execution of testing by the Customer in accordance with the ATP defined by the Customer in writing as an integral part of the Product File and in accordance with the conditions of this Agreement, for Machines in accordance with the contents of the Product File; or (b) physical receipt by the Customer of the Products sent by the Supplier. It is agreed that any Product that is physically delivered to the Customer in respect of which no written notice of Rejection or no written notice of any defect in the Product has been delivered (including a notice via email or fax) within a period of 3 days after the date of delivery thereof to the Customer shall be deemed to be a product that has been lawfully received by the Customer.

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- 1.2.10. **“Product Tree”** – Written details which shall be given by the Customer to the Supplier, including all of the parts, components and items required for construction of the Product. In the Product Tree, the Customer shall set out, for each part, component and item, the party that manufactures it. The Product Tree shall be kept in the Product File.
- 1.2.11. **“Loading”** – The price that the Customer will pay the Supplier for the costs of supply in the Supply of the Customer's Orders.
- 1.2.12. **“BOM”** (Bill of Material) – A list that will be prepared by the Supplier, setting out the price of each of the parts and items contained in the Product Tree. It is agreed that any change to the Product Tree or to the BOM will give rise to a change in the prices of the Machines and the Products set out in this Agreement. Any price change as aforesaid shall be effected with the consent of both of the Parties to this Agreement in writing, under the ECO procedure as defined in this Agreement below.
- 1.2.13. **“ECO”** – As this term is defined in section 14.3.
- 1.2.14. **“ECO Procedure”** – A process of presentation of the significance of application by the Supplier and approval in writing by the Customer of the written document that will be drafted by the Supplier.
- 1.2.15. **“AVL”** – A list of suppliers approved by the Customer (Approved Vendors' List).
- 1.2.16. **“Obsolete Items”** – As such term is defined in section 12 below.
- 1.2.17. **“Disqualification Report”** – A report accompanying a disqualified item setting out the substance of the fault.
- 1.2.18. **“ATP”** – Acceptance Test Procedure – Written procedures for testing the Product, which shall be applied and set by the Customer, setting out the tests that are required to be performed on the Product in order to ensure that it is complete and in working order. The ATP shall match the Product File.
- 1.2.19. **“MOQ”** – The minimum quantity of Orders of Products.
- 1.2.20. **“Lead Time”** – Details issued by the Supplier to the Customer setting out the amount of time after the date of the Order in which the Customer will be able to receive the Product ordered by it.

1.3. List of Appendixes

**Appendix 1:** consensually canceled.

**Appendix 2:** LLI (Long Lead Items) components; MOQ (Minimum of Quantity) items; AVL (Approved Vendors List); Security Inventory.

**Appendix 3:** Non-Disclosure and Non-Competition Undertaking Qualified to Specific Field.

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**Appendix 4:** Certificate of Insurances.

**Appendix 5:** Certification of Authorized Signatories for the Customer.

**Appendix 6:** Details of ATP Procedures for every Product the subject of a Production File.

2. **Scope of Agreement**

This Agreement constitutes a framework for the legal and commercial relations between the Parties to the extent that such relate to Orders, to the planning of purchases, and to the production of the Products the subject of this Agreement. This Agreement, and the Appendixes hereto, including all of the declarations and undertakings contained herein, shall apply to each of the Orders of Products under this Agreement (including the order of Machines and Components and shall also apply to all of the Production Files which shall be provided by the Customer to the Supplier from time to time, and to the relationship between the Parties to this Agreement to the extent that such relates to any Product that may be ordered from the Supplier by the Customer and/or that may be designed and/or manufactured and/or ordered and/or prepared and/or delivered by the Supplier to the Customer). The provisions of this Agreement shall constitute an integral part of all of the work orders and of any other document that may be exchanged by the Parties and/or a person acting on their behalf with respect to any product the subject of this Agreement.

The Parties confirm and declare that this Agreement terminates the Previous Agreement and all of the conditions, Appendixes and provisions thereof, in such a way that as of the date of execution of this Agreement, the Previous Agreement shall be deemed to have been terminated by the consent of the Parties and to have expired completely.

3. **Declarations of the Parties**

3.1. The Supplier declares that it has the equipment, knowledge, ability, experience, tools, skills, means and professional qualifications required for the performance of its undertakings under this Agreement, including that it is able to meet its undertakings under this Agreement in terms of the human resources that will be required in order to perform its undertakings, and with respect to the quality and skill of such performance. The Supplier hereby undertakes to manufacture the Machines in accordance with the provisions of the Orders and the Production Files, exclusively for the Customer, in accordance with the Production Files, the AVLs will be agreed upon in writing by the parties and the technical specifications contained in the Production File will be agreed upon in writing by the parties, at the appropriate production quality, in accordance with reasonable standards acceptable in the market, and in accordance with the conditions and stipulations of this Agreement.

3.2. The Supplier declares and undertakes that its entry into this Agreement and performance of its undertakings hereunder shall not contradict and/or contravene any other undertaking nor breach any other agreement, whether oral or in writing, by the Supplier vis-à-vis any third party whatsoever. The Supplier undertakes that it has all of the licenses or permits required under any law for the purpose of performance of its undertakings under the provisions of this Agreement and inter alia, a business license. The Supplier undertakes to obtain all of the permits and certificates required in the future of the Supplier by any competent authority if so required, under any law, for the purpose of manufacture of the Products in accordance with the provisions of this Agreement and the law, in such a way as not to harm the continued continuous manufacture of the Machines and the parts the subject of this Agreement for the Customer, all in accordance with the provisions of this Agreement.

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- 3.3. The Supplier declares that it has the economic and financial abilities and the other characteristics required to enable it to perform its undertakings under this Agreement.
- 3.4. The Supplier undertakes to implement an internal quality control process prior to delivery of the Products to the Customer.
- 3.5. Without derogating from the provisions of this Contract, to the extent set out in the Supplier's undertakings in accordance with the provisions of this Agreement, the Supplier hereby undertakes to act in accordance with all of the laws and/or regulations and/or ordinances and/or orders and/or provisions and/or rules of any law and/or any collective agreement or other labor agreement that may apply to its employees, including, without restriction: with respect to deductions and/or deposits by the Supplier with respect to National Insurance; government health insurance; pension plans; or other remunerations plans of any kind whatsoever; insurance for loss of capacity to work; for the performance of all safety rules. The Supplier hereby expressly declares and agrees that it shall indemnify the Customer for any direct damage that may be caused to the Customer for the breach set out in this section, and the Customer shall not bear any liability and/or responsibility whatsoever in the event that the Supplier does not perform the provisions of this section.
- 3.6. The Supplier is aware that neither this Contract nor any of the provisions of it shall serve to restrict the Customer from contracting, in such manner and on such conditions and at such time as it may see fit, with any other supplier for the purpose of manufacture of the Products or alternatively, from manufacturing the Products itself. Furthermore, the Customer is aware that this Agreement or any of the provisions hereof shall not serve to restrict the Supplier from contracting, in such manner and on such conditions and at such time as it may see fit, with any third party for the purposes of planning and/or manufacturing and/or constructing any products that are not the Products as defined in this Agreement, for any third party, subject to section 23 (non-competition).

#### **4. Human Resources**

- 4.1. Transition of the system to turn-key manufacture involves the provision of a great deal of technological and operational information from the Customer to the Supplier and therefore, it is very important that the Supplier consolidates and maintains a suitable technological and operational team.

This team shall include:

- \* A project manager who shall be the commercial and operational Point of Contact (POC).
- \* A Head of Assembly Team.
- \* An advisory Engineer from the Engineering Department who will be the POC for all future engineering conduct.
- \* Quality assurance.

- 4.2. The Supplier's Human Resources shall be skilled and professional and shall have the qualifications required to manufacture the Products the subject of this Agreement with skill and to a reasonable level.

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5. **Order**

- 5.1. The Customer shall order manufacture of the Products from the Supplier at its discretion. The Customer shall order Products from the Supplier in writing, by dispatch of a written order or email, approved by the Customer's authorized signatory, which shall contain all of the details necessary in order to manufacture the ordered Product, including a Product Tree, BOM, a full Production File and any other information that may be required for the purpose of manufacture of the ordered Product (hereinafter: the "**Order**"). The Supplier shall confirm receipt of the Order, in the event that it complies with the conditions of the Contract, by email, within five (5) business days of the date of receipt thereof. Confirmation of receipt of the Order shall not constitute confirmation of the dates of supply, which shall be agreed upon by the Parties. The Orders shall be delivered to the Supplier at least [\*\*\*] months prior to the date of Supply (the requisite Lead Time). The Supplier is required to manufacture the Products in the quantities and within the times required in accordance with the Production Orders, subject to the provisions of this Agreement.
- 5.2. Lead Time – the Supplier shall supply the Order within 20 business days after receipt of the component with the longest supply time, and all subject to the performance of all of the Customer's undertakings under the provisions of this Agreement. The Customer agrees that the Lead Time may be extended in accordance with the list of suppliers (AVL) with whom the Supplier is required to work in accordance with the Customer's instructions.
- 5.3. Forecast of Production Orders. The Customer shall provide the Supplier with the forecast of Orders for the subsequent year, not later than the end of November of each calendar year, and shall update such forecast from time to time. The Order forecast shall not bind the Parties and shall be used for the Supplier's planning purposes only. The forecast shall be for the sake of indication only, and shall not bind the Parties. Only actual Orders shall be binding.
- 5.4. It is agreed that the provisions of this Agreement shall apply to any Production Order issued by the Customer to the Supplier for supply of the Products, whether the Production Order contains an express reference to this Agreement, or not. In the event of a contradiction between the provisions of this Agreement and the provisions of the Production Order, the provisions of this Agreement shall prevail unless the Production Order specifically states that a specific provision shall prevail over the provisions of this Agreement, and the Production Order is signed by both Parties.

6. **Security Inventory**

- 6.1. The Supplier is responsible for purchasing the raw materials in the quantity and quality sufficient for the performance of the Production Order. The Supplier shall keep security inventory for the raw material suppliers in accordance with the Customer's instructions and subject to a cover order received from the Customer, and subject to the effecting of the required payment by the Customer to the Supplier for the cover order. The Supplier undertakes to warn the Customer of any significant lack (known to it) of raw materials immediately upon becoming aware of such. Any change in any raw material shall require the prior written consent of the Customer and shall only be made after the successful completion of manufacture of the Product experimentally, using the raw material. The Customer may give notice to the Supplier that it will itself, and at its own expense, manage the security inventory directly with the raw material suppliers, and in such a case, the Customer waives any claim and/or suit and/or demand against the Supplier originating in and/or relating to and/or connected with management of the security inventory, and in such a case, the Supplier shall be required to receive the Customer's consent in order to make use of the security inventory.

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- 6.2. Inventory imported from ITS China in accordance with the AVL – the Supplier undertakes to maintain security inventory in Israel subject to a cover order for withdrawal which shall be provided by the Customer, and subject to the making of the requisite payment by the Customer to the Supplier for such cover order, at the end of one year after the date of the order, beyond the Order for the Machines. For the avoidance of doubt, the Customer undertakes to purchase the aforesaid security inventory at the price and on the payment conditions set out in such cover order, in the event that the Supplier and/or the Customer do not use the inventory imported from ITS China prior to one year after the date of order of it. The Customer shall be entitled to give notice to the Supplier, in writing, to use the existing security inventory and not to add any additional inventory, all at the Customer's liability.
- 6.3. The Customer may define a list of LLI items which the Supplier must keep in stock in order to shorten the Lead Time, including a number of units of each such item. Upon receipt of LLI items and/or any part thereof in the Supplier's Warehouse, the Customer shall pay the Supplier the price of such items (as appearing in the BOM).

## **7. Production and Assembly**

- 7.1. Production of the parts and the items manufactured exclusively for the Customer that are not shelf items (hereinafter: "**Make Items**") shall be effected in accordance with the Customer's sketch that is contained in the Product File. The Machines shall be assembled in accordance with the assembly instructions that will be provided by the Customer in writing as part of the Production File on the date of provision of the Production File to the Supplier.
- 7.2. The Machines shall only be assembled by a team that has undergone training by the Supplier and that has received a certificate of authorization from the Supplier's Quality Assurance Unit. The Supplier shall be responsible for authorizing the assembly team and for issuing an appropriate certificate for them. The Customer's Engineering Department Director shall receive a report of employees so authorized, upon demand.
- 7.3. Machines shall be supplied in accordance with the integration procedures and ATP, which shall be defined by the Customer, and which shall be delivered to the Supplier in writing as part of the Production File.
- 7.4. The Supplier shall be responsible for ensuring that the assembly area is in good order in accordance with the scope of production.
- 7.5. All of the equipment assembled shall be stored under a roof.

## **8. Reports**

- 8.1. At the written request of the Customer, within two days of the date of such request, a production and supply plan status report shall be provided to the Customer which shall be prepared and updated by the Supplier from time to time in accordance with the progress of work on the Product by the Project Manager. In addition, within seven days of the date of the request, a report of deficiencies shall be provided.

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- 8.2. At the Customer's request, the Supplier shall supply a stocktake report to the Customer of components belonging to the Customer which are in the Supplier's warehouses, once every quarter.
- 8.3. At the Customer's request, within seven (7) days of the date of such request, the Supplier shall provide a stocktake report to the Customer of the printer heads (contained in the BOM) of Products ordered by the Customer which are in the Supplier's warehouses, once a month.
- 8.4. The Supplier shall purchase the components of the Products which the Supplier is responsible for purchasing in accordance with the provisions of this Agreement, and subject to the performance of the Customer's undertakings under the provisions of this Agreement. Purchasing shall be effected in accordance with the provisions of the Production File, the AVL list, and the provisions of this Agreement, and the Customer shall provide the Supplier with all of the components that it is responsible for providing to the Supplier, in accordance with the Production File. Any addition and/or replacement of a Supplier on the AVL list shall require the prior written consent of the Customer.
- 8.5. The Supplier shall report the commencement of the implementation of every ECO by email, bearing the date of application and the Machine number.
- 8.6. The Customer shall be liable for updating sketches and current specifications of the engineering changes to all approved suppliers (the AVL), and shall provide the Supplier with a copy of all up-to-date sketches and specifications. The Supplier shall update the price of the Machine in accordance with the changes made to the BOM. The Supplier shall update the sub-suppliers (AVL) with updated sketches which shall be provided by the Customer within a reasonable time.
- 8.7. The Supplier shall report to the Customer of any substantial faults or problematic work processes that may be discovered or that are expected to be discovered, to the best of the Supplier's knowledge, in manufacture, within a reasonable time of occurrence of the fault. In the event of a substantial fault which might cause a safety or quality problem, a reasonable time shall be considered to be one business day after occurrence of the fault.

**9. Inventory Management**

The Supplier shall store the product inventory, the parts, the components and the equipment ordered by the Customer (hereinabove and hereinafter: the "**Inventory**") in accordance with the manufacturer's instructions.

**10. Supplier's Obligation to Purchase Inventory from the Customer**

- 10.1. The prices of the components included in the Inventory that are sold to the Supplier by the Customer shall be identical to the price in the BOM of such components appearing on the up-to-date BOM list.

10.1.1. An item that is found not to be in compliance with the Supplier's requirements shall be reported soon after discovery of the problem by the Supplier and shall be returned to the Customer with a credit to the Supplier for return of the item, in the sum of the relevant purchase price as set out in section 20 of this Agreement.

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- 10.1.2. The Customer undertakes that all of the items of Inventory provided to or sold by it and/or a person acting on its behalf to the Supplier shall be in good and proper condition, in compliance with the production standard and the warranty of the manufacturer who manufactured the aforesaid items, and are suitable to be included among the Products the subject of this Agreement. The Customer shall be liable for any damage that may be caused to the Supplier and/or the Product and/or the Machine for any fault and/or problem and/or defect and/or damage to the items of Inventory and/or to any item or component whatsoever sold and/or delivered by the Customer and/or a person acting on its behalf to the Supplier. Items of Inventory shall be purchased in such quantities, on such dates of supply and payment in accordance with the Customer's Orders and subject to the performance of the Customer's undertakings under the provisions of this Agreement.
- 10.1.3. The Customer shall, at its expense, collect from the Supplier items of Inventory that are damaged and/or faulty and/or not in order and/or in any other way not in accordance with the provisions of this Agreement, and shall immediately provide alternative items of Inventory to the Supplier, at its expense, that are in order and suitable and in compliance with all of the conditions set out in this Agreement. The Supplier undertakes to prepare for the Customer's collection faulty items supplied by the Customer and/or a person acting on its behalf and discovered by the Supplier within 10 business days of discovery of the faulty items, together with a disqualification report. The Customer undertakes to replace the faulty items with working items within 3 business days. This section shall not be relevant to machining, kits, beams and frames and other Make Items.
- 10.1.4. The Customer shall provide the items at least two weeks prior to the start of the date of assembly planned by the Supplier, and not less than one month prior to the planned date of delivery.

**11. Quality Assurance; Inspection and Review**

- 11.1. The Supplier shall manufacture the Product and the Components only from materials approved in the Customer's Production File. The Supplier shall not make any changes to the Product File without the prior written approval of the Customer.
- 11.2. The Supplier shall not make use of Products or Components that have not undergone acceptance review as set out in sections 11.3-11.5 below, and have been found to be perfect and precisely compliant with the specifications of the Product ordered.
- 11.3. The Supplier shall implement such acceptance review as set out in section 11.4 except for OSP Items for which no acceptance review shall be implemented.
- 11.4. Acceptance review shall be implemented on:
- \* Items manufactured by the Supplier – visual review, testing of measurements, supply and raw material tests shall be implemented on 100% of items.
  - \* Shelf items not specifically manufactured for Kornit – a visual inspection shall be implemented together with verification of the manufacturer's catalog number.
- 11.5. With respect to a disqualified item, or in the event of any quality problem the treatment of which needs to be decided upon (destruction, return to the Supplier, etc.) (hereinafter: MRD treatment). For OSP items, the Supplier shall be responsible for MRB reporting of OSP items to the Customer within 3 business days, together with an MRB form.

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- 11.6. Once a month, the Supplier shall provide the Customer with a concentrated MRB report, i.e., a report that contains all of the items found in quality control to be faulty or disqualified.
- 11.7. In the event that a problem or fault is found in one of the parts or mechanisms of the Product caused as the result of an act or omission on the part of the Supplier, the Supplier's Quality Manager shall send a report to the Customer's Engineering Department describing the flaw, the remedial operations and the preventative operations taken in order to prevent recurrence of the incident.
- 11.8. The Products shall be subject to final testing and examination at the Supplier's facility (ATP) as such final tests are set out in Appendix 6 to this Agreement, notwithstanding any test or examination having been originally conducted by the Supplier. The process of testing by the Customer, as set out in Appendix 6 to this Agreement, shall be implemented by the Customer at its expense, prior to the process of preparation for packaging which is done by the Supplier. The Customer shall conduct its own tests within 3 business days of receipt of appropriate notice in writing or by email from the Supplier. The Supplier shall participate, advise and assist, in a reasonable manner and on the basis of good will, in the design and performance of the tests by the Customer, where necessary. Should any faults be discovered in the Products, the Supplier shall take care to remedy such at its expense and immediately, quickly, efficiently and continuously. No test by the Customer shall release the Supplier from its liability for any incompatibility of the Product to the items in the technical specifications in the Production File.
- 11.9. The representatives of the Customer shall be entitled, upon prior coordination with the Supplier, to enter into the Supplier's factories where the Products are being manufactured, and to effect inspections and follow-up with respect to the production process and compliance thereof with the provisions of this Agreement, including with respect to the raw materials and inventory items used by the Supplier for manufacture of the Products, the production processes and the quality assurance processes.

## 12. Definition of Purchase Data

- 12.1. "Obsolete Items", within the meaning of this Agreement, are items or components whose manufacturer or an authorized representative of them gave notice to the Supplier and/or published a notice that the manufacture of them has been stopped on a given date (hereinafter: the "**Obsolete Notice**"). The Supplier undertakes to give notice to the Customer within 2 business days of the date of receipt by the Supplier of an Obsolete Notice as aforesaid from the manufacturer, with respect to any relevant item. The Customer shall confirm in writing to the Supplier receipt of the Obsolete Notice from the Supplier.
- 12.2. Once a year, the Supplier shall provide the Customer with an Excel File (Appendix 2) which shall contain all of the items of the Machine including MOQ, Lead Time, and security inventory, which shall be approved by the Customer. If a new item is added, the file shall be updated in accordance with data that will be provided by the Customer. The provisions of the Excel file as aforesaid shall not serve to amend the Product File or any of the appendixes thereof. Any amendment of the Product File may only be made in accordance with the procedures set out in this Agreement.

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12.3 The Supplier shall be entitled to purchase items from alternative sources of supply, i.e., sources of supply that are not set out in the Product File, and that may be chosen exclusively by the Supplier, provided that the prices set out in this Agreement shall not be changed to the Customer's detriment as a result of such change. The Supplier shall be liable for the quality of the items. The Supplier shall provide the Customer with documentation if requested. The Supplier shall not be entitled to replace OEM manufacturers without the Customer's consent. In any event, the price offered by the Supplier shall not be greater than any alternative price that the Customer may find for the same item, of the same quality. At the Customer's request, the Supplier shall provide a list of all suppliers of the manufactured items, the Customer shall be entitled to approve this list periodically but not more than once every six months.

**13. OSP Items**

- 13.1. The Supplier shall not be liable for the quality of OSP Items or their condition and they are not included in the warranty that the Supplier grants the Customer for the Machine.
- 13.2. OSP items shall be defined in the Production File.
- 13.3. The Supplier shall assemble and install the OSP Items in accordance with the Production File and/or the Customer's written instructions.
- 13.4. The Customer shall supply all of the OSP Items required for assembling the Product up to 45 days prior to the date of supply of the Machine approved by the Supplier, and upon coordination with the Supplier.
- 13.5. A delay in the supply of OSP Items up to 15 days prior to the date of supply shall entitle the Supplier to demand that the Customer pay the entire price of the Machine on the date of supply, in accordance with the Order, and in accordance with the agreed payment conditions, notwithstanding the fact that the date of actual supply of the Machine may be deferred by the Supplier due to the delay in supply of the OSP Items, on condition that the delay in supply of them contributed to the delay in supplying the Machine. By way of example, if the Customer ordered a Machine on February 20, and the date of supply approved by the Supplier was set for June 20, but the Customer only supplied the heads for installation in the Machine on June 19, the Supplier may supply the Machine on a later date, however since the delay in supply of the heads was what caused the delay in supply of the Order, the Customer shall be charged on June 20 and shall pay the price of the Machine to the Supplier on the date so required by the Supplier.
- 13.6. OSP Items found to be faulty in the assembly process shall be replaced by the Customer within three business days.
- 13.7. The Customer shall be liable for the working order and quality of the OSP components.
- 13.8. The Supplier shall handle the OSP Items responsibly and carefully. Only the Supplier's human resources who have undergone training to construct the Products the subject of this Agreement and staff in the warehouse and quality assurance shall be entitled to handle OSP Items. **The Supplier shall not be liable for any damage that might be caused to OSP Items**, from receipt thereof by the Customer to completion of assembly of the Machine, including during the warranty period of the Machine. Notwithstanding the aforesaid, if the Supplier's information system, **when compared with Orders from the Supplier only**, and following a stock take at the Supplier, encounters a situation in which OSP Items provided to the Supplier are discovered to be missing, the Supplier shall pay the cost of the missing items to the Customer.

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14. **Changes**

- 14.1. The Customer shall be entitled, at any time and by notice in advance and in writing, to make changes to the Production File. The Customer shall bear all of the costs involved in any such change, in accordance with this Agreement. The Parties shall reach understandings, in good faith, with respect to possible changes in timetables and with respect to the application of the costs of such changes to the price of the Product and the Inventory to the Parties.
- 14.2. It is emphasized that the Supplier shall not have any authority to make any changes to the Product File without the prior written approval of the Customer.
- 14.3. In the event of any change whatsoever in the Product File, the Customer shall be responsible for providing the Supplier with an document setting out engineering changes to the Product File (hereinabove and hereinafter: "**Engineering Changes**" or "**ECO**") within 3 business days of the date of imposition of any such change. The ECO document shall be submitted to the Supplier's Engineering Department for orderly receiving and implementation in the Production File. Confirmation that the ECO has been received and is being handled shall be provided by the Supplier within 2 business days of receipt.
- 14.4. Implementation of the ECO in assembly shall apply in accordance with the Customer's instruction, i.e., the Customer shall set out to the Supplier, in writing, the Machine in which ECO implementation is to commence.
- 14.5. The process of implementation of ECO includes the following Departments: Engineering, Configuration Control, Production Design and Supervision, Purchasing, and Warehouse.
- 14.6. The ECO shall be updated and implemented in products by the Supplier within 15 business days of the date of receipt of it, subject to the Supplier being able to obtain all of the necessary components within such timeframe. If this is not possible, the Customer shall choose whether to defer the date of implementation of the Engineering Change or to supply the components required in order to implement the Change to the Supplier itself, on the date prescribed in writing by the Supplier.
- 14.7. The Customer shall be responsible for providing the Supplier, in writing, with purchasing details for new items contained in the ECO (including price, supplier, MOQ). If the Customer gives notice to the Supplier in writing that the ECO is mandatory, i.e., critical and urgent, update and implementation of the ECO in Products shall be executed within 7 business days, subject to the Parties reaching a written agreement with respect to the change that may be required in the price, and in the payment conditions. In such a case, the Customer shall supply the components required for updating the ECO at its expense, immediately upon the date required by the Supplier.
- 14.8. If there is surplus Inventory as a result of the Engineering Change and this is purchased by the Supplier in accordance with the Orders provided by the Customer, all such surplus Inventory shall be purchased by the Customer, within 7 business days of the date of the notice in writing regarding the Engineering Changes, at the price agreed for pricing the Machine, plus [\*\*\*]% (cost + [\*\*\*]%) (cost + [\*\*\*]%) as set out in the price list in section 19.3), plus VAT at law.

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15. **Supply**

- 15.1. Machines shall undergo integration (i.e., a process set out in the Production File and effected by the Supplier), ATP and preparation for packaging (cleaning, color corrections, etc.), defined by the Customer.
- 15.2. After preparation of the Machine for packaging, the Supplier shall conduct a review of the packaging process, in coordination with the Customer and in accordance with the packaging procedures set out in the Production File.
- 15.3. The Machines shall be supplied at the gates of the Supplier's factory.
- 15.4. Packaged Machines shall be sent for storage by the Customer, at the Customer's expense, to a storage site selected by the Customer.
- 15.5. Machines that do not contain all of the items defined in the exit kit as such term is defined in the Production File shall not be packaged and shall not leave the gates of the Supplier's factory without the written consent of the Customer.
- 15.6. The Supplier shall be liable for the completion and orderly functioning of the Products up to delivery thereof to the Customer or to the packaging company at the gate of the Supplier's factory.
- 15.7. If there is a delay in the supply plan, the Supplier must, within one week of the date requested in the Purchase Order, submit a renewed supply plan, setting out the method for closing the gap for subsequent Machines in line for Supply (a Recovery Plan) during the following month. In other words, if there is a delay in the supply of one Machine, the Supplier must send an updated supply plan containing an up-to-date date of supply for such Machine and for all subsequent Machines the supply of which is also delayed due to the delay in supplying the first Machine.

16. **Cancellations, Deferrals and Advancements:**

The Customer shall have the right to advance, defer or cancel the supply of Products, as follows:

16.1. **Cancellations**

Orders may be cancelled at no cost, except for the payments set out in this Agreement below, by way of written notice which shall be given to the Supplier at least three months prior to the date set out in the Work Order.

In the event of any cancellation of an Order, the Customer shall pay for any Inventory that the Supplier purchased in accordance with the Customer's Orders / undertakings and which cannot be cancelled without payment after the Supplier has made reasonable efforts to cancel them, plus [\*\*\*]% plus VAT at law (cost + [\*\*\*]% + VAT).

16.2. **Deferrals**

The Customer shall be entitled to defer the dates of supply set out in the Work Order provided that the Supplier receive a written notice of deferral from the Customer at least [\*\*\*] days prior to the date of supply set out in the Work Order, the deferral shall be for a period of not more than 30 days, in an advance written notice to the Supplier in accordance with the following conditions and details:

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<b>Deferral Option</b>	<b>Period Prior to Date of Supply set out in the Work Order</b>
[***]	Up to 30 days
[***]% of the quantity of the Machines intended to be supplied in the coming month (i.e., the calendar month following the original date of supply set out in the original Order)	Between 31-60 days
[***]% of the quantity of the Machines intended to be supplied in the coming month (i.e., the calendar month following the original date of supply set out in the original Order)	Between 61-90 days

A notice of deferral as aforesaid may be given only once for each Machine (i.e., the Customer shall be entitled to give only one notice of deferral for each of the Machines in the Order).

Delivery of a notice of deferral within a period of less than 30 days prior to the date of supply set out in the Work Order shall require the Customer to pay [\*\*\*] set out in the Work Order for the relevant Machine at the time of supply agreed upon in the original Order, and as of the date set out in the original Work Order, on the date on which the Machine is prepared for dispatch to the Customer, the Customer shall be required to send the Machine for storage immediately, at the Customer's expense and liability, at the storage site prescribed by the Customer.

In the event of deferral of the date of supply by more than 7 days due to the performance of development works by the Customer, the Customer shall be charged with payment for the production floor area that will be required for performance of the development works in accordance with the size of the area required and the period of performance of the development works (and all in accordance with the price list as set out in section 19.3 below).

16.3. Advancement of Supply of the Machine to the Customer

Advancement of Supply of a Machine to the Customer relates both to existing Orders and to new Orders that are required to be supplied within a shorter time than the Lead Time. The Supplier shall act, to the extent that such is reasonably possible, to bring forward the date of supply set out in the Order, in accordance with the written request of the Customer.

The Customer shall bear all of the costs directly incurred by the Supplier for bringing forward the date of supply (if any), including for: flying in parts and/or components and/or human resources, manufacture by an alternative supplier, sub-supplier requests for price supplements, and any other actual expense that may be incurred by the Supplier. The Supplier shall present invoices to the Customer for independent production (an agreed price list shall be presented in this case) for any such additional expenses. Every expense shall be approved in advance and in writing (including by email) by the Customer and shall be paid by the Customer on the date of payment for the Machine set out in the Order, together with the payment for the Machine, or on such other date as may be agreed upon in writing by the Parties.

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If, for the purpose of bringing forward the date of supply, the Supplier is required to deviate from ordinary operating hours, subject to the prior written approval of the Customer, the Customer shall be charged for all additional work hours invested by the Supplier, including its employees and contractors, in order to bring forward the date of supply, in accordance with the special work hour tariff under the price list set out in section 19.3.

**17. Production File**

The Production File or Files and all information and intellectual property rights of the Customer that are contained therein and/or that are related thereto, including as defined above, shall be and shall remain the property of the Customer alone, and there is and shall be no claim, right or argument of any kind whatsoever against the Customer for the Customer's intellectual property that is in the Production File, in whole or in part. The Production File or Files, and all of the aforesaid information, shall be returned to the Customer by the Supplier upon termination of this Agreement for any reason whatsoever, or upon termination of the orderly manufacture of the Product the subject of the Production File, whichever is the earlier. The Supplier undertakes to make no use, except as set out explicitly in this Agreement, of the Production File or Files and any of the above information, or any other equipment belonging to the Customer and/or any intellectual property right belonging to the Customer. The aforesaid shall not derogate from the Supplier's right to keep a copy of the Production File in its possession in order to perform its undertakings under this Agreement and/or in order to document the reason for the Supplier's actions, provided that the Production File, as aforesaid, and all of the portions of it, shall be subject to all of the Supplier's non-disclosure undertakings as set out in this Agreement.

**18. Production Tools**

18.1. With respect to all of the production tools which the Product Tree prescribes are to be supplied by the Customer and at its expense, but which will in fact be supplied to the Supplier by the Customer and at its expense (hereinafter: the "**Production Tools**"), the Supplier undertakes: (a) To keep and maintain all of the Production Tools and to store them in the Supplier's warehouses, all at the Supplier's expense; (b) to store the Production Tools at its own facility separate from materials that are not related to the performance of this Agreement and/or that belong to any third party whatsoever, and to mark them clearly as being the property of the Customer; (c) to keep the Production Tools in good order, with the exception of reasonable wear and tear, and to replace and repair them at its expense, if they are damaged as a result of an act of malice or negligence of the Supplier.

18.2. Immediately upon the rescission or termination of this Agreement, the Supplier shall return the Production Tools in full to the Customer, in working order, except for reasonable wear and tear. The Customer shall bear the costs of transfer.

**19. Prices**

The Machines shall be priced in the following way, and the Customer shall pay the payments set out below to the Supplier. For each Machine, the Customer shall pay the Supplier all of the following components:

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19.1. Payment for Raw Material:

The Customer shall pay the Supplier for the raw material as set out in the BOM, in accordance with the pricing for raw materials which shall be provided from time to time (and for each product that will be ordered separately) by the Supplier to the Customer, in accordance with the list of components (BOM) which will be provided by the Customer to the Supplier, plus payment for work and loading as set out in the Table below.

19.2. Payment for Work and Loading:

In addition to the payment that the Customer shall pay to the Supplier as set out in section 19.1, and to the extent that the matter relates to the specific machines set out in the Table below, the payment that the Customer shall make for loading and all work hours that the Supplier and/or a person acting on its behalf may invest in the construction and/or production and/or assembly of each of the Machines that may be ordered by the Customer shall be in accordance with the tariff appearing in the Table below. With respect to Machines that are not set out in the Table, the Parties shall agree on a price and conditions between them, in writing, and until the date of such agreement, the provisions of section 19.3 shall apply.

The level of prices set out in the Table has been set given the situation in which the Supplier is the manufacturer of at least [\*\*\*]% of the Machines that it will sell to the Customer, with respect to the aforesaid Machines during the Term of the Agreement.

	<u>931 (Storm II)</u>	<u>951 (Avalanche)</u>	<u>952 (Avalanche 1000)</u>
Loading	NIS [***]	NIS [***]	NIS [***]
Work	NIS [***]	NIS [***]	NIS [***]
<b>Total</b>	<b>NIS [***]</b>	<b>NIS [***]</b>	<b>NIS [***] ****</b>

Additional agreements between the Parties with respect to the pricing of the Machines:

The price set out in the Table above is for the manufacture of one Machine and does not include VAT.

\*\*\*\* The price of Machine 952 does not include costs for [\*\*\*] hours of work, in the sum of NIS [\*\*\*] for the assembly of a [\*\*\*] system. These costs, plus VAT, will be added to the cost of that Machine.

If a total of fewer than [\*\*\*] Machines are manufactured during one calendar month, an additional NIS [\*\*\*] plus VAT at law shall be added to the price for each of the Machines manufactured during such calendar month.

So long as the actual BOM of the Machine, compared with the BOM which will be agreed upon in writing by the parties to this Agreement, alters by a sum of not more than NIS [\*\*\*] plus VAT, the rate of the load on the Machine shall remain unchanged. In other words, a difference of up to NIS [\*\*\*] shall not give rise to a change in the price of the Machine.

(The BOM of a Machine pursuant to which will be agreed upon in writing by the parties, less the actual requested BOM of a Machine shall hereinafter be known as: the “**Difference**”).

If the Difference is greater than NIS [\*\*\*] plus VAT, the rate of the load paid for the relevant machine shall increase by [\*\*\*]% of the Difference, plus VAT at law. If the Difference is negative, and is lower than minus NIS [\*\*\*] plus VAT at law, the load price shall be reduced by [\*\*\*]% of the Difference. A numerical example for the purpose of illustration: If, following Engineering Changes, the price of Machine 931 drops by NIS [\*\*\*], the load cost shall drop by NIS [\*\*\*] ([\*\*\*]% x [\*\*\*]), and the final price of Machine 931 will be NIS [\*\*\*].

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In pricing a new model machine that has not yet moved over to serial production, the estimated working hours of an engineer, at an agreed tariff for hourly engineering work (as set out in the price list for services in section 19.3 below), shall be added. For the avoidance of doubt, an Order of a new model machine that has not yet moved to serial production shall require the prior written consent of the Parties to this Agreement with respect to the price of such machine.

All of the payments set out in this section 19.2 shall be valid for the entire term of the Agreement.

19.3. Price List for Services:

#	Product	Price per Unit before VAT
1	Loading on spare parts	[***]% of the agreed Machine price for each spare part.
2	One assembly worker hour.	NIS [***]
3	Floor space Kfar Saba – sqm per month	NIS [***]
4	Floor space Nir Eliyahu – sqm per month	NIS [***]
5	Loading on sale of slow or dead inventory (in the case of ECO)	[***]% of purchase price of all Inventory that has become slow or dead inventory.
6	Cost of special work hour and renovation	NIS [***]
7	Cost of one working day overseas for assembly worker **	NIS [***]
8	Cost of one working day overseas for engineer **	NIS [***]
9	Cost of one working hour in development	NIS [***]
10	Change in a new product (first 10 Machines, or one year, whichever is the earlier)	NIS [***] for each ECO that contains a change in content

\*\* The Customer shall be charged with an additional payment for each day on which an employee of the Supplier is overseas on a Friday and Saturday. If the Supplier's employee is required to work on a Friday or Saturday whilst overseas, a [\*\*\*]% supplement to the tariff set out in the above table shall be added to the above.

\*\* In addition to the tariff set out in the Table, the Customer shall pay full coverage of the costs of the Supplier's employees for overseas stays, including costs for flights, accommodation, travel, communications, etc., but not including salary, living expenses and overseas travel insurance. For the avoidance of doubt, the Customer shall pay up to NIS [\*\*\*] per day for communications costs.

The Customer's Orders for works that are not defined in the Production File, which shall be approved in writing by the Supplier, shall be charged in accordance with the work hours in fact invested, calculated in accordance with the price list in section 19.3 above.

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All of the payments set out in this section 19.3 shall be valid for a period of [\*\*\*] calendar months after the date of execution of this Agreement. After the end of the first such calendar year, the validity of the prices set out in this section 19.3 shall be extended unless one of the Parties gives notice to the other Party of its wish to renegotiate the prices. For the avoidance of doubt, the prices set out in the other sections of this Agreement shall remain in force for the entire term of the Agreement.

19.4. Special discounts:

It is agreed that in the event that the Supplier manufactures more than [\*\*\*] Machines for the Customer during one calendar year, then the Customer shall receive a discount in the sum of NIS [\*\*\*] on the Machine price set out in this Agreement for each Machine after the 101st Machine manufactured during such calendar year.

19.5. Payment Conditions:

\* Payment Conditions: End of month + [\*\*\*] days after the date of issue of the invoice, for new Orders.

\* VAT on the invoices shall be paid to the Supplier on the basis of end of month + [\*\*\*] days after the date of issue of the invoice. These shall be paid to the Supplier as a rollover advance payment.

19.6. Sale of Parts and Assemblies to Customer:

19.6.1. A quote for manufacture or ordering of a single item shall be given within [\*\*\*] business days.

19.6.2. A quote for an assembly shall be given within [\*\*\*] business days.

19.6.3. Business days will be counted with respect to the day on which the Customer provides full details of the Item or the Product Tree to the Supplier, in writing.

19.6.4. Once every quarter, the Customer shall provide the Supplier, in writing, with orders of parts and assemblies for a time period of four months.

19.6.5. Orders for parts and assemblies shall be supplied in accordance with the agreed Lead Time for the Item and taking into account the requirements of the MOQ for the Item, subject to payment of the prices set out in section 19.3.

19.6.6. Items shall be supplied from Inventory on condition that such does not harm the Supplier's production plans, i.e., does not cause any delay in the supply of Machines as a result of supply of parts for the Service Department.

19.6.7. The minimum sum for an order of parts or components shall be NIS [\*\*\*], except for urgent cases in which the Customer shall have the option to send an order for parts or components in a sum of less than NIS [\*\*\*].

19.7. Transportation Service:

The Customer shall have the option of using the Supplier's transportation service for transporting OSP Items or Orders for service or for transporting parts for development purposes, twice a month, at no cost.

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20. **Warranty**

- 20.1. The Supplier undertakes to the Customer that the Products: (1) shall be in full and complete compliance with the Production File, shall be new and from current production, without any harm to design (to the extent that the design is within the Supplier's responsibility), materials and work, including with respect to packaging (all apart from components and/or spare parts and/or parts that are to be supplied by the Customer) and (2) the Products shall be free and released from any debt, undertaking, claim, pledge, charge, lien or any other right of any third party whatsoever, stemming from an act or omission on the part of the Supplier (hereinafter: the "**Warranty**").
- 20.2. Without derogating from the provisions of section 20.1 above, with respect to the Products, the Warranty Period shall be [\*\*\*] from the date of supply of the Product to the Customer or from the date of charging of the Customer with payment, whichever is the [\*\*\*] (the "**Warranty Period**"). With respect to all of the parts from which the Products are made, the Warranty shall remain in force so long as there is a third party warranty in place vis-à-vis the Supplier (back-to-back).
- 20.3. If during the Warranty Period the Customer discovers a flaw that comes within the ambit of the Warranty (hereinafter: the "**fault**" or "**flaw**"), notice of such shall be given to the Supplier in writing / by email (subject to a confirmation of receipt), and the Supplier undertakes: (a) to replace the faulty Item or any part thereof; or (b) to repair the flaws, upon coordination between the Supplier and the Customer, all for no consideration and within seven working days after the faulty Item reaches the Supplier's facility (except in the case of a design flaw by the Customer, which shall be repaired by mutual consent between the Parties, within a reasonable period of time, at the Customer's expense and upon the giving of warning of such by the Supplier). The repaired or replaced Product shall remain under Warranty for the remainder of the original Warranty Period on the faulty Item, but for not fewer than 3 months after the end of the repair, at the same time as any warranty that the Supplier may have from the third party manufacturer, if any (back to back). All of the aforesaid shall be effected by the Customer issuing an Order to the Supplier for the faulty Item and by way of a charge to the Customer, and when the faulty Item is returned following repair or replacement, the Customer shall receive a credit (full total set-off) if the allegation that the Item is faulty turns out to be correct.
- 20.4. Notwithstanding all of the aforesaid provisions, the Warranty under this Agreement shall apply only to direct faults or flaws or damages originating in the assembly and/or production processes. The Warranty shall not apply to flaws or faults or damages caused as a result of an act of malice and/or negligence and/or incorrect use of the Product by the Customer or by the end user, or stemming from the design of the Product, including faulty and/or inappropriate design of the Product and/or any harm stemming from a fault in any component and/or part supplied by the Customer, or due to faulty maintenance or natural and reasonable wear and tear. The Customer shall examine the Products soon after receiving them, including operation of the Products, and shall give notice to the Supplier of any fault and/or flaw that may become apparent in such examination.
- 20.5. The Supplier's Warranty is at the factory gate, i.e., any repair made during the Warranty Period shall be made at the Supplier's factory.

\*\*\* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [\*\*\*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

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- 20.6. If during the Warranty Period, the Customer wishes to repair a fault, the duty of repair of which falls on the Supplier, on a Product that is outside of Israel, the Customer shall bear all of the costs of flight and sojourn (including flight, accommodation, communications, travel, etc. (provided that with respect to communications costs, the Customer shall bear a cost of up to NIS [\*\*\*] per day)) for the Supplier and/or a person acting on its behalf, except for salary costs and travel expenses, which shall be covered by the Supplier.
- 20.7. For the avoidance of doubt, it is agreed that the Warranty the subject of this Agreement does not apply to OSP Items.

**21. Termination and Rescission of the Agreement**

- 21.1. The term of this Agreement shall commence on March 9, 2015, and shall terminate on March 8, 2017 (the “**Term of the Agreement**”).
- 21.2. This Agreement shall automatically renew for consecutive periods of one year (the first of which shall commence on March 9, 2017), in the event that neither Party sends a registered letter of termination 180 days prior to the end of the Term of the Agreement, or the end of each relevant year of the Agreement.
- 21.3. At any time, the Customer and the Supplier shall have the right to rescind the Agreement in full, or any part thereof, by the giving of notice in writing within one year (365 days) in advance by registered mail or by electronic mail, which shall be backed up, within 10 days, by a registered letter. Upon receipt of the notice of rescission, the Supplier shall not accrue any additional expenses with respect to the performance of the Agreement or performance of the rescinded portion of the Agreement, however, it shall be entitled to continue to incur expenses in order to comply with all of its undertakings under the Agreement, including all of the Supplier's undertakings as such existed on the date of receipt of the notice of rescission. Under the above circumstances, the Supplier shall take any reasonable action required to stop production on its part and shall use its best effort to stop production by any sub-contractor, all to the extent that the above shall not serve to cause the Supplier any damage and/or out-of-pocket expense. The Customer shall have no obligation to make any payment any quantities of the Products and/or Items manufactured over and above open Orders that may come to an end after 365 days after the date of receipt of the notice of rescission written by the Customer. On the date of termination of the Agreement, and against conclusion of the settlement of accounts between the Parties and payment of all of the sums owing to the Supplier under the provisions of this Agreement, the Supplier shall be required to provide the Customer with the inventory of all of the Products for which the Customer has paid in accordance with the provisions of this section, unless the Parties have agreed otherwise in writing.
- 21.4. The Parties may terminate the Agreement immediately in any event in which attachment, receivership, liquidation or bankruptcy proceedings are instituted and are not cancelled within 60 days of the date of being instituted, or in the event that the business of one of the Parties ceases to operate for a period of more than 60 days, or in the event that arrangement proceedings with creditors are initiated.
- 21.5. Each of the Parties shall be entitled to bring this Agreement to an immediate end in the event that the other Party to this Agreement breaches one of the conditions of this Agreement, provided that the infringing party does not remedy the breach within 60 days of the date of receipt of the written notice of the other Party.

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- 21.6. In the event of lawful termination of the Agreement / cancellation of Orders in accordance with the provisions of this Agreement, the Customer shall purchase all of the Inventory from the Supplier that was purchased and/or manufactured by the Supplier in accordance with the provisions of this Agreement and/or the Purchase Orders and/or an email request from the Customer and/or the necessary MOQ within 90 days of the date of delivery of the notice of rescission of the Agreement to the Supplier. For each such Item and/or Component, the Customer shall pay the price for such Item and/or Component as appearing in the BOM plus [\*\*\*]% plus VAT at law, and shall pay the entire cost of the work invested for the assembly of parts, if any, with respect to the Item the subject of the Order and/or cancellation of the Order, the entire sum payable being paid on the date of demand by the Supplier. The Supplier shall, for its part, act reasonably in order to minimize the damage vis-à-vis the Supplier's suppliers.
- 21.7. The following sections shall continue to apply notwithstanding termination of this Agreement for any reason whatsoever: 19 (Prices) up to the full payment of the sums owing to the Supplier from the Customer in accordance with the provisions of this Agreement; 20 (Warranty), 21, 23 (Service and Support Obligation); 24 (Intellectual Property and Non-Disclosure); 29 (General Matters).

22. **Service and Support Obligation**

- 22.1. The Supplier's service period for the Machines shall commence at the end of the Warranty Period and shall end one year after termination of the Agreement (the "**Service Period**").
- 22.2. The Supplier undertakes to provide the Customer with the technical support required with respect to the Machines and their accessories during the Service Period, in return for payment by the Customer of the sums and the prices agreed upon for such technical support. The aforesaid technical support shall be provided at the prices and on the conditions agreed upon in writing by the Parties in the context of the quote signed by both of the Parties for every Item or Product in respect of which such technical support is required.
- 22.3. The repairs and/or supply of the spare parts during the Service Period shall be implemented in accordance with the relevant Lead Time, and in return for the making of the required payment by the Customer. In order to enable performance of the aforesaid undertaking, the Supplier shall retain its ability to supply and/or repair and/or renovate and/or restore the Products manufactured by it during the entire Service Period.
- 22.4. The Supplier shall allow visits by employees of the Customer, subject to prior coordination, to the production line at its facility, for the purpose of implementing inspections, training sessions and the preservation of knowledge.
- 22.5. The provisions set out in this section above shall apply to the Supplier in the event that manufacture of the Products or any portion of them is transferred to a sub-contractor of the Supplier however, in such a case, it is agreed by the Parties that any such visit shall be subject to the consent of and coordination with such sub-contractor. It is clarified that the Supplier shall act vis-à-vis the Supplier's sub-contractors in Israel in order that such sub-contractor shall enable visits by the Customer's employees in order to implement inspections, training sessions and the preservation of knowledge.
- 22.6. For the avoidance of doubt, the Warranty the subject of this Agreement and the Service that will be provided during the Service Period shall not apply to faults stemming from the Customer's design problems, faults stemming from natural wear and tear and faults stemming from incorrect maintenance or unreasonable handling of a Machine, unless such is agreed expressly and in writing by the Parties, in return for payment of the full consideration that the Parties shall agree upon for such handling, during the course of the Service Period for such faults.

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23. **Intellectual Property, Confidentiality and Non-Competition**

- 23.1. The Supplier hereby declares that all of the rights to the Production Files, to the Customer's technology delivered to the Supplier in the Production Files, to the Products, to all programs, details of the technical specifications, and to any other information relating thereto belonging to the Customer and provided to the Supplier in the context of the Production Files and/or the Customer's know-how relating to the manufacture of the Products under this Agreement provided by the Customer to the Supplier and any improvement of any such shall be the exclusive property of the Customer. Without derogating from the aforesaid and without derogating from the provisions of section 23.3, the Parties agree that all of the Products, ideas, methods, solutions, know-how, information and applications (hereinafter: the "**Products of the Development**") that may be developed with respect to this Agreement, including the Product, new ideas relating to the Product, and any know-how relating to the Product, shall be the exclusive property of the Customer and the Customer shall be entitled to treat such at will, in accordance with its exclusive discretion, including the sale, marketing, transfer and/or grant of a license to use such (or any other right) to any other person. The Supplier does not and will not have any right whatsoever to make any use whatsoever of the Products of the Development or any other equipment belonging to the Customer and/or any intellectual property right belonging to the Customer, except for the purpose of manufacture of the Products in accordance with this Agreement. The Supplier undertakes that, on the date of supply, the Products shall be free and released of any debt, undertaking, claim, pledge, charge, lien or any other third party right whatsoever, stemming from the obligations of the Supplier or any person acting on its behalf. All of the provisions of this section shall be subject to the provisions of section 23.3.
- 23.2. Upon execution of this Agreement, the Supplier shall sign a non-disclosure and non-competition undertaking in the form attached to this Agreement as Appendix 3.
- 23.3. For the avoidance of doubt, the field of the Supplier's business shall be the planning, manufacture, assembly and sale of products of a kind similar to the Products the subject of this Agreement, including digital printers and spare parts, including machining, automation, transition from design to manufacture and the entire field of design and construction of electro-mechanical machines (the "**Field of the Supplier's Business**"). All of the Supplier's know-how and intellectual property in the Field of the Supplier's Business, as in existence on the date of execution of this Agreement, and as may be developed from time to time by the Supplier and/or a person acting on its behalf in the Field of the Supplier's Business in the context of performance of the Supplier's undertakings under the provisions of this Agreement, shall be the exclusive property of the Supplier and shall continue to remain in the exclusive title of the Supplier throughout the term of the existence of this Agreement and thereafter, and the provisions of this Agreement shall not serve to harm the Supplier's title, as aforesaid, to any know-how and/or intellectual property that is within the Field of the Supplier's Business.
- 23.4. The Supplier shall not be entitled, for its services, to any monetary or other compensation over and above that set out expressly in this Agreement.

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24. **Relationship between the Parties**

- 24.1. It is hereby declared by the Parties that the Supplier is neither an employee nor a representative of the Customer, and with respect to any matter contained in this Agreement, the Supplier is an independent entity. The Supplier is not authorized to make any undertaking of any kind whatsoever on behalf of the Customer, and is not authorized to bind the Customer in any way whatsoever. The Supplier shall bear, at its expense, all of the costs and expenses involved in the performance of this Agreement by it, and all subject to the provisions of this Agreement.
- 24.2. Any person who is sent to do any work whatsoever at the Customer's factories for any period of time whatsoever by the Supplier shall be an "employee" of the Supplier only, as interpreted in accordance with any law, and neither this Agreement nor any other agreement shall create employer-employee relations between such person sent to work by the Supplier to the Customer's factories and the Customer, for any intents or purposes whatsoever.
- 24.3. The Supplier shall make all of the mandatory payments required under any law for its employees by virtue of the relationship between the Supplier and its employees, including income tax, health insurance and any tax or other payment that it may be charged with due to the performance of its undertakings under the Agreement and/or receipt of the consideration for provision of the Services under this Agreement. Furthermore, the Supplier shall make all of the mandatory payments required under the law by virtue of the relationship between it and the Customer for itself, including income tax payments, and any other tax and/or payment that it may be charged with due to its undertakings as an independent supplier under this Agreement.
- 24.4. The Parties agree that if, notwithstanding the aforesaid, the Customer is charged by a competent court, as employer, to make any payment to the Supplier's employees or for any of the Supplier's employees as a result of the existence of employer-employee relations between the Customer and such employee of the Supplier, the Supplier shall reimburse the Customer, immediately upon receipt of notice of such payments, the sum paid by the Customer together with interest and linkage differentials at law from the date of payment until the date of actual restitution by the Supplier.
- 24.5. During the Term of the Agreement and for a period of 12 months following termination hereof, the Parties shall not directly or indirectly solicit, persuade, attempt to solicit or attempt to persuade an employee and/or sub-contractor, including ITS' sub-contractor TD in China, to terminate his employment with the other Party or his contract with the other Party or to reduce the scope of his work with the other Party, and shall not directly or indirectly employ such an employee and shall not enter into a contract with any such sub-contractor directly and/or indirectly, all to the extent that such relates to a contract that did not exist between the party and such sub-contractor prior to the date of execution of this Agreement.

25. **Declarations**

The Supplier hereby declares and undertakes as follows:

- 25.1. The Supplier shall have the knowledge, expertise, ability, experience, skills, facilities and professional and skilled human resources necessary for manufacture of the Orders at the level, quality, and nature in accordance with the Product File and on the dates set out in the Orders approved in writing by the Supplier;

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- 25.2. The Supplier undertakes to perform its function loyally, with skill and devotion, using all of its skills and know-how, exercising discretion and maintaining the interests of the Customer, acting in accordance with reasonable professional practice and employing, for such purpose, skilled manpower. The Supplier further undertakes to act with reasonable haste as is required for the efficient and timely performance of the Orders, and to provide its services, where necessary, all subject to the performance of the Customer's undertakings under the provisions of this Agreement;
- 25.3. The Supplier has examined the Customer's demands under this Agreement and the Appendixes hereto, and has found them to be clear, precise and appropriate for the requirements of performance of its undertakings under this Agreement;
- 25.4. The Supplier undertakes not to transfer and/or assign and/or convert to any other entity its rights or obligations under this Agreement, in whole or in part.

26. **Insurance**

- 26.1. Without derogating from the Supplier's undertakings under this Agreement and from its liability for the damages for which it is liable under any law, the Supplier undertakes to take out and keep, at its expense, throughout the entire period of application of this Agreement, and for a period of one year after the termination of this Agreement, insurance policies in its favor, in the sums and at the liability limits prescribed by it at its discretion, provided that such shall not be less than the policies and conditions set out in the form of certificate of insurance attached as Appendix 4 constituting an integral part of this Agreement (hereinafter: the "**Certificate of Insurance**"), and as set out below:
  - A. Insurance of property, equipment, inventory and any other assets relating only to the equipment and/or inventory and/or property of the Customer that is within the possession and/or control of the Supplier.
  - B. Insurance for Consequential Loss
  - C. Employer's Liability Insurance
  - D. Third Party Liability Insurance
  - E. Product Liability Insurance
  - F. Professional Liability Insurance
- 26.2. The Supplier undertakes to provide the Customer with the form of Certificate of Insurance (Form 4), verbatim, without any amendments or adjustments apart from the filling in of details and particulars in the designated places for such, and subject to agreements with the insurer, signed by a reputable insurance company operating in Israel, not later than 4 days after the date of execution of this Agreement. In the event of any incompatibility between the provisions of the Certificate of Insurance issued by the Supplier and the provisions of this Agreement, the Supplier undertakes to cause amendment of the insurance policies immediately and within not more than one month of the Customer's demand, in order to adjust them to the provisions of this Agreement, and subject to the insurer's consent.
- 26.3. At the Customer's request, the Supplier undertakes to present the aforesaid certificates at the end of each Insurance Term and so long as this Agreement remains in force, and not more than 7 days after the date of termination of the Insurance Term, as set out in the certificate, and all during the term of the existence of this Agreement. The Customer shall be entitled to prevent the Customer from continuing to provide the Services and/or perform the Orders in the event that the aforesaid certificate is not issued on time. It is agreed that the Supplier shall be estopped from making any claim against the Customer due to not being able to commence and/or continue provision of the Services and/or performance of the Orders prior to issue of the certificate, as aforesaid.

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- 26.4. If in the Supplier's opinion, there is a need for the Supplier to take out additional and/or supplementary insurance policies in addition to the above insurance policies, then following the Supplier's consent, the Supplier undertakes to take out such insurance policies as required. Any such additional and/or supplementary property insurance shall include a section regarding waiver of the right of subrogation in favor of the Customer and its employees and directors, but not in favor of any person who causes malicious damage. For the purposes of liability insurance the name of the insuree shall be extended to include the Customer, its employees and directors for their liability for the acts and/or omissions of the Supplier, subject to the existence of a cross-liability section.
- 26.5. The Supplier undertakes to strictly keep and uphold all of the provisions of the insurance policies and the instructions of the insurer verbatim, and without derogating from the generality of the aforesaid, to maintain all of the provisions regarding safety and precautions.
- 26.6. Should the Supplier, in good faith, breach the provisions of the insurance policies in such a way as to invalidate the rights of the Customer under the policies, the Supplier shall be liable for the damages in full and exclusively, and it shall not have any monetary and/or other claims and/or demands against the Customer for any monetary and/or other damage that may be caused to it as a result of such.
- 26.7. The Supplier undertakes to give notice, immediately, in writing, of the occurrence of any event and/or damage and/or loss.
- 26.8. The Supplier undertakes to take any reasonable action which may be required to be done in order to exercise the (Supplier's) insurance policies where necessary, including joinder to an insurance claim, in accordance with the (Supplier's) insurance policies, if so required by it. The Supplier shall be liable for payment of the insurance premiums, and for payment of the Supplier's policyholder's contribution in the event of damage to the extent that such relates to policies issued by the Supplier and at its expense. These sums may be set off by the Customer (in the event that it pays such sums in lieu of the Supplier) against any sum that may be owing to the Supplier under the Agreement.
- 26.9. The Supplier shall be liable, in full, for uninsured damages which the liability for is imposed upon it by virtue of the sections of this Agreement, including damages that fall below the policyholder's contribution limit set out in the policies.
- 26.10. It is hereby clarified that the existence of the policies shall not serve to release the Supplier from any liability that it owes to the Customer or to any third party by virtue of any law or this Agreement, and the existence of such insurance policies shall not serve to make the Supplier's liability conditional. Should any payment be made by the insurance company in a sum that is lower than the actual sum of the damage or the flaw in respect of which and against which the payment was made, the Supplier shall be required to pay the balance of the sum owing as compensation or as coverage for the damage or the flaw up to the full value thereof, and all subject to legal proceedings or proceedings by consent in the context of and upon coordination with the insurers, between the Parties. Should the insurance company breach its duty to pay under the policies, such shall not serve as a defense for the Supplier and it shall be required to pay any sum that it owes by virtue of its liability under any law or agreement, notwithstanding the fact that this sum was supposed to have been paid by the insurance company.

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- 26.11. For the avoidance of doubt, it is agreed that the liability limitations set out in the Certificate of Insurance, shall amount to minimum requirements imposed upon the Supplier, which must examine its own exposure to duty and determine its own liability limitations accordingly.
- 26.12. The taking out of the insurance policies as aforesaid and/or issue of the certificate and/or any demand by the Customer and/or persons acting on its behalf shall not derogate from the Supplier's liability under this Agreement and/or under any law and/or shall not serve to impose any liability on the Customer and/or the persons acting on its behalf, unless the damage and/or defect are caused due to an act or omission by the Customer and/or a person acting on its behalf, whether caused in good faith or maliciously. It is declared and agreed that the Supplier shall be estopped from making any claim or demand to the Customer and/or the persons acting on its behalf and/or persons under its service with respect to the substance and scope of the insurance policies required.
- 26.13. Without derogating from the liability of the Supplier under this Agreement, the Supplier undertakes to accept any obligation and/or liability of any kind whatsoever which may be imposed upon it due to contractors and/or sub-contractors operating on its behalf and/or for it with respect to the Agreement.
- 26.14. For the avoidance of doubt, the Customer shall act vis-à-vis its customers with respect to any matter of any claim or complaint and shall not redirect any claim to the Supplier, indirectly, other than with respect to the Customer's direct conduct with the Supplier.

27. **General Matters**

- 27.1. Each Party to this Agreement hereby undertakes not to assign its rights or obligations or any part thereof under this Agreement to any third party whatsoever unless: (a) Approval of such assignment is given by the other Party in writing and in advance and (b) the third party agrees, in writing, to be bound by all of the requirements set out in this Agreement. For the avoidance of doubt, any form of merger of one of the Parties and/or any act of acquisition of assets and/or change of the shareholders (whether such constitutes a change in control or not), shall be permissible under this Agreement and in any event, shall not constitute a breach of this Agreement by either of the Parties in general, and shall not constitute a prohibited assignment under this section 27.1 in particular.
- 27.2. The laws of the State of Israel shall apply to this Agreement. The exclusive local jurisdiction shall obtain to the courts at Tel Aviv.
- 27.3. This Agreement embodies and exhausts all of the agreements between the Parties, in full, with respect to the matters contained herein, and prevails over any agreements that existed between the Parties prior to the execution of it. No amendment, alteration or addition to this Agreement shall be of any force nor shall be deemed to have been implemented unless effected in writing and signed by both of the Parties to this Agreement.
- 27.4. In the event of any contradiction between the provisions of any Order or any other document between the Parties, the provisions of this Agreement shall prevail, unless otherwise expressly agreed in writing.

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- 27.5. The headings of this Agreement are for the sake of convenience only and shall not have any significance in the interpretation of this Agreement.
- 27.6. The Customer and the Supplier are bound by this Agreement verbatim, but do not waive any of their rights which may not be set out in this Agreement, as companies operating commercially in the State of Israel.
- 27.7. In the event that any of the provisions of this Agreement is deemed to be unenforceable or invalid in accordance with any law or in accordance with the ruling of a court, such ruling shall not make the rest of the Agreement unenforceable or invalid. Under such circumstances, the provision shall be amended and shall be interpreted in such a way that its purposes shall be realized to the extent possible, within the limitations of the applicable law and the relevant judicial rulings.
- 27.8. The addresses of the Parties for the purpose of delivery of notices under this Agreement shall be as set out in the preamble. Any such notice that shall be sent by registered mail shall be deemed to have been delivered three (3) business days after the date of dispatch; in the event of dispatch by facsimile or by some other electronic means, the notice shall be deemed to have been delivered one business day after delivery, subject to written approval of receipt thereof, or on the date of delivery if delivered by hand.
- 27.9. The Parties shall be entitled to set off debts owed to one another, only following advance written notice of 30 days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,

By their authorized signatories, on the date first set out above:

Kornit Digital Technologies Ltd.

ITS Industrial Techno-logic Solutions Ltd.

By: /s/ Gera Eiron

By: /s/ Ofer Sandelson

Name: *Gera Eiron*

Name: *Ofer Sandelson*

Position: *CEO*

Position: *COO*

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Appendix 2

Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
***	***	***	***	***		***	***	***	***	***	\$***	***	\$***	***
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Appendix 2

Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
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Appendix 2

Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
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Appendix 2

Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
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Appendix 2

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Appendix 2

Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	[\$***]	[***]
[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	[\$***]	[***]
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[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	[\$***]	[***]
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Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
***	***	***	***		***	***	***	***	***		\$(***)	***	\$(***)	***
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Item Number	Kornit P/N	Customer Item	item	supplier	931	952	acc need	LT	MOQ	cost(NIS)	cost(USD)	acc cost(NIS)	acc cost(USD)	SAFETY
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[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
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[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	\$[***]	[***]	\$[***]	[***]
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[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]		[***]	[***]	\$[***]	[***]
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[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	\$[***]	[***]
[***]	[***]	[***]	[***]	[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]	\$[***]	[***]
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**CONFIDENTIAL NON-DISCLOSURE; PROPRIETARY  
AND NON COMPETITION AGREEMENT**

This Confidential Non-Disclosure Proprietary and Non-Competition Agreement (this “**Agreement**”) is entered into this 19 November, 2014 by and between **Kornit Digital Technologies Ltd.** (collectively, the “**Company**”) and ITS Industrial Techno-logic Solutions Ltd. (which will be referred to herein as the “**Recipient**”). Each of Company and the Recipient shall be referred to as “a Party”, and both Company and Recipient shall jointly hereinafter be referred to as “the Parties”.

**WITNESSETH**

- WHEREAS** the Company and the Recipient have entered into a Services Agreement, dated May 24, 2009 (the “**Previous Services Agreement**”) which was replaced by the parties by an agreement dated 19 November, 2014, so that the Previous Service Agreement has been terminated and is no longer in force and effect; and
- WHEREAS** the Recipient has been exposed and had access to confidential and/or proprietary information and technology of the Company as a result of providing services pursuant to the Previous Services Agreement; and
- WHEREAS** the Recipient will be exposed and have access to confidential and/or proprietary information and technology of the Company for purposes of providing certain services under a services agreement dated 19 November, 2014 (the “**Services Agreement**”) to which this Agreement constitutes a schedule (the Service Agreement including all appendices replaces the Previous Services Agreement in its entirety) and is executed in order to allow each of the Parties to execute their undertakings under the Service Agreement (the “**Purposes**”); and
- WHEREAS** in order to allow continued exposure and access, the parties hereto desire to undertake certain obligations of confidentiality, non-disclosure as set forth herein; and
- WHEREAS** the Recipient is a well-known contractor in the digital printing industry, specialized in turn key assembly solutions, with a current know how and expertise in digital printing.

**NOW THEREFORE**; in consideration of the mutual undertakings and promises herein, the parties hereto hereby agree as follows:

1. **Confidential Information**

- 1.1. In this Agreement, the term “Information” shall mean any and all any document, material, idea, data or other information which relates to a Party’s research and development, trade secrets or business affairs which is marked as confidential and disclosed by a Party to the other Party, and any confidential and/or proprietary information and technology owned by said Party to this Agreement, in whatever form, including but not limited to any and all formulae, specifications, prototypes, designs, equipment, samples, analyses, computer programs, trade secrets, data, methods, techniques, developments, processes, prices, memoranda, notes, marketing and customer information, projections and any other data or information (in whatever form), as well as improvements and know-how related thereto, relating to or concerning the said Party’s technology, names and lists of suppliers, clients, research and development activities and products, and any other commercial, financial and/or technological information. Information shall be deemed to include any and all information which has been or may be disclosed, directly or indirectly, by or on behalf of said Party’s, irrespective of form.

1.2. “**Information**” shall not include information that (a) was independently developed by the other Party prior to its disclosure by the disclosing Party other than through disclosure of such information by the disclosing Party to the Receiving Party; (b) shall have become a part of the public knowledge except as a result of breach of this Agreement by the receiving Party ; (c) is approved in writing by the disclosing Party for release by the receiving Party; or (d) pursuant to a valid order issued by a court of or government agency of competent jurisdiction over the receiving Party, provided that the receiving Party provides the disclosing Party: (i) where possible, prior written notice of such obligation, and (ii) shall cooperate with the disclosing Party regarding such disclosure, provided however, that nothing contained herein shall in any way interfere with receiving Party’s compliance with the provisions of any relevant law and/or order and/or injunction.

2. **Obligations of Confidentiality**

- 2.1. The Recipient agrees to treat all Information disclosed to it by the Company as strictly confidential and not to exploit or make use, directly or indirectly, of such Company Information without the express written consent of the Company, except for the Purposes. The Recipient shall only make the Company Information available to its employees who have a “need to know” in order to carry out the Purposes authorized herein and who have, prior to any such disclosure of Information signed a non-disclosure agreement containing terms at least as restrictive as the terms contained herein. Recipient shall assume full responsibility for enforcing this Agreement, shall be responsible for any breach of this Agreement by its employees and shall take appropriate measures with its employees to ensure that such persons are bound by a like covenant of secrecy, including but not limited to informing any employee of Recipient receiving such Company Information that such Company Information shall not be disclosed except as provided herein.
- 2.2. The Recipient hereby agree to refrain from analyzing or attempting to analyze samples provided by the Company under this Agreement containing the Company Information in order to determine the construction, code, algorithm or topology (composition, formula or specifications) thereof, either by itself or through any third party. The Recipient shall not reverse- engineer, decompile, or disassemble any and all Company Information and technology disclosed to it by the Company under this Agreement.

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2.3. It is understood and agreed that the disclosure of the Company Information by the Company shall not grant the Recipient any express, implied or other license or rights to patents or trade secrets of the Company or their suppliers, whether or not patentable, nor shall it constitute or be deemed to create a partnership, joint venture or other undertaking. Further, the Recipient agrees that it shall not remove or otherwise alter any of the Company trademarks or service marks, serial numbers, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed or attached to Company Information or any part thereof.

3. **Return of Company's Information**

Unless otherwise required by statute or government rule or regulation, upon: (a) demand by the Company, or (b) termination of the Services Agreement; the earlier to occur, the Recipient shall: (i) cease using Company's Information; (ii) return all notes, copies and extracts thereof of Company's Information to the Company immediately without retaining copies thereof, unless such copies are necessary in order to maintain the Recipient's undertakings under any law and/ or in order to protect Recipients rights, provided, however, that all Company Information retained shall continue to be protected under the provisions of this Agreement so long as it is in the Recipient's possession; and (iii) upon request of the Company, certify in writing that the Recipient has complied with the obligations set forth in this paragraph.

4. **Intellectual Property Rights**

4.1. In the event that the Recipient or anyone to whom the Recipient transmit the Company Information pursuant to this Agreement become legally compelled to disclose any of the Company Information, the Recipient will: (i) provide the Company with prompt notice thereof so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and (ii) only disclose such Company Information to the extent required pursuant to said law, regulation, judicial or administrative order.

4.2. The Recipient acknowledges and agrees that the Information furnished hereunder by the Company ("**Company Information**") is and shall remain proprietary to the Company.

4.3. The Recipient hereby declares that it has no, and shall have no suit and/or claim of any kind against the Company in any matter relating, whether directly or indirectly, to any idea, product of the Company, the Information disclosed to it by the Company, or other information of the Company which shall come to its knowledge as a result of its connection or relationship with the Company, provided nothing contained herein shall infringe, in any way, upon the Recipient's rights to the Recipient Information.

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- 4.4. The Recipient hereby declares and confirms: (i) that it does not have any proprietary right, including, without limitation, copyright or other right, relating to the Information disclosed to it by the Company, any idea of the Company, product of the Company or any other development of the Company, and that all such rights belong exclusively to the Company, and (ii) that all rights title and interest in and to development and/or products, including, but not limited to, trade secrets and know-how, patents and other rights, in connection therewith, expressly developed or obtained by the Recipient under the Service Agreement or the Previous Service Agreement, for or on behalf of the Company, as a part of executing the Recipient's undertakings under this Agreement or the Previous Service Agreement, are hereby assigned to the Company, and shall be sole and exclusive property of the Company, and the Recipient shall execute all documents necessary to assign any patents to the Company and otherwise transfer such proprietary rights to the Company.
- 4.5. The above notwithstanding, Company hereby confirms and acknowledges that the Recipient is the owner of certain Information, in the field of digital printing and turn key projects in varies other areas, including, without limitation, digital printing and turn key projects in varies other areas ("**Recipient Information**").
- 4.6. Company hereby acknowledges and confirms that it does not have any proprietary right, including, without limitation, copyright or other right, relating to the Recipient Information, and that all such proprietary rights belong exclusively to the Recipient. Company hereby confirms and acknowledges that all Intellectual Property or Information developed by the Recipient during the term of this non-disclosure agreement and/or the term of the execution of the Service Agreement or the Previous Service Agreement, on the basis of the Recipient Information, (without any reference to the Company Information and without derogating from the Company's proprietary rights in the Developed Product (as such term is defined in the Service Agreement) (תוצרי הפיתוח)), including but not limited to inventions, ideas, designs, concepts, techniques, discoveries, trade secrets, processes, formulae, source and object codes, data programs, know-how developments, methods, apparatus, technologies, or improvements, whether or not patentable, conceived or developed by Recipient regardless of whether reduced to practice, or any prototype shall be deemed as an integral part of Recipient Information and shall be owned exclusively by the Recipient, and the Company and/or anyone acting on its behalf will retain no rights to use such Recipient Information, and shall not infringe upon Recipient Information.

5. **Non Competition**

- 5.1. The Recipient agree that during the term of the Services Agreement and for a period of two years following the termination of the Service Agreement for any reason whatsoever, it will not, directly or indirectly, engage, whether as an employee, independent contractor, partner, joint venture, shareholder (other than as a shareholder of not more than 5% of the shares), investor, director, consultant or otherwise, be engaged in any business or activity, all over the world, in the specific field of digital printing on textile garments and cut textile pieces in which the Company currently actually conducts its business, while using and/or implementing the same technology used and/or implemented by the Company, which is competitive with the current products and/or services of the Company in the business in which the Company is currently engaged.

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- 5.2. During the term of the Service Agreement and for a period of 12 months following the termination of the Service Agreement the Parties to this Agreement shall not: (i) solicit, induce, recruit, hire or encourage any employee or consultant of the counter party to leave such position, or attempt to do any of the foregoing, either for themselves or for any other person or entity, (ii) contact any supplier or customers of the counter Party (who does not currently have a business relationship with the first Party) for the purpose of selling to those suppliers or customers any products or services which are the same as or substantially similar to, or competitive with, the products or services sold and/or provided by the other party in relation to its business at such date, or (iii) otherwise interfere in any manner, with the contractual or employment relationship between a Party to this Agreement and any of its employees, consultants, suppliers or customers.
- 5.3. Nothing contained herein shall prohibit and/or prevent the Recipient from the continued conduct of its business, as it is conducted today, and as it may be conducted in future, including, without limited, from the design and/or manufacture and/or sale and/or distribution of printers including digital printers by the Recipient for Recipient's business and/or on behalf of any third party, other than the specific field of digital printing on textile garments and cut textile pieces in which the Company actually conducts its business at the time of the execution of this Agreement.

6. **Miscellaneous**

- 6.1. The confidentiality undertakings herein shall be binding upon the Parties to this Agreement and their respective affiliates, subsidiaries or successors and shall continue until such time as the substance of the disclosure has entered the public domain through no fault or negligence on the said Party to this Agreement, or until permission is specifically granted in writing to the Party by the other Party to release or make use of the Information otherwise than as stated herein.
- 6.2. No failure or delay on the part of the parties to exercise any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by either of the parts of any rights, powers or remedies. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

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- 6.3. This Agreement may not be assigned by either party, without the prior written consent of the other party.
- 6.4. If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner to enable it to be enforced to the extent compatible with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition and any such invalid provision shall be construed and enforced (to the extent possible) in accordance with the original intent of the parties as herein expressed.
- 6.5. The parties agree that an impending or existing violation of any provision of this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law, and agree that the Company shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 6.6. The construction, validity and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Israel. The competent courts of the state of Tel-Aviv shall have exclusive jurisdiction with respect to this Agreement and any and all matters relating to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**KORNIT DIGITAL TECHNOLOGIES LTD.**

**ITS INDUSTRIAL TECHNO- LOGIC SOLUTIONS LTD.**

By: \_\_\_\_\_  
Title: CEO

By: Gera Eron  
Title: CEO

**KORNIT DIGITAL TECHNOLOGIES LTD.**

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## Appendix 4

### Certificate of Insurance

Date: August 11, 2014

To:  
Kornit Digital Technologies Ltd.  
12 Ha-Amal Street, Park Afek, Rosh Ha'ayin, 48092.  
Hereinafter: the "Customer")

The Policies, including the liability ceilings set out in this Certificate, shall apply to all of the operations of all of the entities set out in the Policies, and inter alia, to the operations the subject of this Certificate, to the extent not amended herein.

#### **Re: Certificate of Insurance**

We, the undersigned, Menora Mivtachim Ltd., hereby declare that we have taken out the insurance policies set out below for ITS Techno Logic Solutions (hereinafter: the "Supplier"), *inter alia*, with respect to the *operations the subject* of the Framework Agreement for the Serial Turn Key Manufacture and Supply of digital printing machinery and other products, between you and the Supplier (hereinafter: the "Agreement"), inter alia with respect to any service and/or other order relating to the Agreement (hereinafter: the "Services").

For the period commencing on *March 1, 2014* and ending on *February 28, 2015*, both dates being inclusive (hereinafter: the "Insurance Term").

1. **Property Insurance** – Policy No. 0009184903-14-8. Insurance covering the Supplier's property, including property in its possession and/or under its responsibility and/or held by it in a deposit and for which it is liable, at the purchase value as new, and/or reconstruction of the property including inventory insured in accordance with the definition in the Policy, against loss or damage due to the risks covered by the policy known as an "Extended Fire" Insurance Policy, including additional insured risks and extensions as defined in the policy known as "BIT 2013". Without derogating from the generality of the aforesaid, including loss or damage due to the following *insured* risks: fire, lightning, explosion, damage due to liquids and bursts, collision, the costs of removal of demolitions up to 10% of the sum of the damage, break-in, theft and burglary on the basis of first damage, natural damages, earthquake damages, strikes, riots, malicious damage, reconstruction of documents, breakage of windowpanes, loss of rental, collapse of shelves, as defined in the policy known as "BIT 2013".

**Consequential Loss Insurance** – Policy No. 0009184903-14-8. Insurance for loss of turnover, increase of operating costs and any expansions as defined in the policy known as "BIT 2013". Without derogating from the generality of the aforesaid, including for: compensation for breach of contract, unpaid debts, increased operating costs and the costs of preparation of lawsuits which may be incurred by the Supplier due to the events insured under section 1, Property Insurance, known as "Extended Fire" Insurance, above. The term of the indemnity under this insurance shall be 12 months.

2. **Employer's Liability Insurance** – Policy No. 0004091271-14-4. To insure the liability of the Supplier, by law, vis-à-vis its employees, for death and/or bodily injury and/or mental injury and/or emotional injury and/or industrial disease to its employees during the course of and/or as a result of their employment and/or work, without derogating from the generality of the aforesaid with respect to "Services", up to a liability ceiling of NIS 20,000,000 per event and in total for an annual insurance term. This policy shall not contain any exception, exclusion or restriction with respect to: traps and poisons, work days and times, work at heights or depths, the *lawful* employment of youth, liability for contractors, sub-contractors and their employees, in the event that the Supplier is deemed to be the employer of the above. The policy is extended to indemnify the Customer and/or its managers and/or employees for any claim that may be filed against any of them and/or for any allegation that they bear employer's liability vis-à-vis any of the employees of the Supplier.

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3. **Third Party Liability Insurance** – Policy No. 0006171940-14-4. Insurance covering the liability of the Supplier by law for damage and/or loss caused and/or that may be caused to a third party, including to the Customer and/or any person acting on its behalf, during the course of and/or as a result of the “Services”. At a liability ceiling of NIS 4,000,000 per event and in total for an annual insurance term. The policy shall not include any exception, exclusion or limitation with respect to: fire, explosion, accidental and *unexpected* pollution, anything harmful in food or beverage, panic, machinery for lifting, loading and unloading, liability for sub-contractors and their employees, faulty sanitary facilities, poisoning, strikes and lock-outs, subrogation claims by the National Insurance Institute, without derogating from the coverage given under the extended insurance policy, to cover: damage to such portion of the property worked on at the time of the occurrence of the insurance event, on condition that the damage was caused directly by the said activity, except for the portion worked upon, up to a liability ceiling of not less than the sum of NIS 1,000,000 per event and in total for an annual insurance term, damage to third party property as a result of vehicles, above the coverage given in the vehicle policy. The employees of the Supplier and/or any person deemed to be an employee of the Supplier shall be deemed to be a third party with respect to the Customer and/or, its employees and customers, including their property, shall be deemed to be a third party [sic]. The policy is extended to indemnify the Customer for liability that might be imposed upon it due to the acts and/or omissions of the Supplier and/or persons acting on its behalf, the policy to include a cross-liability clause under which the policy shall be deemed to have been drafted for each of the individual insured persons.
4. **Professional Liability Insurance** – Policy No. 0010226638-14-6. For the Supplier's liability due to any claim and/or demand first submitted during the course of the insurance term for a professional act or omission on the part of the Supplier and/or its *employees*, including with respect to provision of the Services the subject of this Certificate. At a liability ceiling of USD 4,500,000 per event and in total for an annual insurance term. Territorial boundaries – worldwide. Jurisdiction – Israel only. The policy is extended to indemnify the Customer for liability that might be imposed upon it due to the act and/or omission of the Supplier and/or any person acting on its behalf, subject to a cross-liability clause under which the policy shall be deemed to have been drafted for each of the individual insured persons separately, and without derogating from the insurance of the Supplier's liability to the Customer. The policy shall include a 6 month disclosure period after the end of the insurance term, which shall come into force in the event of cancellation of this policy or an adverse amendment of the conditions of it or failure to renew it, unless the Supplier takes out alternative insurance which provides coverage as is required by the provisions of this section. The aforesaid insurance includes a retroactive date that is not later than January 1, 2008.
5. **Product Liability Insurance** – Policy No. 009499235314-6. For the Supplier's liability under the law; territorial boundaries – worldwide; jurisdiction – Israel only; for any damage to the person and/or property of any person and/or entity including consequential damage with respect to damage due to and/or as a result of the products manufactured and/or handled and/or marketed and/or supplied by the Supplier and/or the persons acting on its behalf, including with respect to the products the subject of this Certificate, at a liability ceiling of NIS 4,500,000 per event and in total for an annual insurance period. The policy shall be extended to indemnify the Customer for its liability for the acts and/or omissions of the Supplier and/or its employees and managers, without derogating from the Supplier's liability vis-à-vis the Customer and/or any person acting on its behalf. The policy shall include a 6 month disclosure period after the end of the insurance term, unless the Supplier takes out alternative insurance which provides coverage as is required by the provisions of this section. The retroactive date in the Policy shall be not later than January 1, 2008.

#### Appendix 4

6. For the avoidance of doubt, the liability ceiling in the property liability insurance is shared with that of the professional liability insurance policy.

All of the insurance policies contain the following express conditions:

- A. The name of the insured on every policy shall include Kornit Digital Technologies Ltd. and/or subsidiaries acting on its behalf and/or its employees and/or managers acting for it (hereinafter: the "Customer").
- B. The scope of the coverage under the policies, with the exception of the professional liability insurance, shall not be lower than the coverage given under the form of policy known as "BIT 2008" \* [\*except for property insurance and consequential loss insurance] in accordance with the insurance coverage set out above, in accordance with the BIT form existing as at the date of execution of the insurance policies, with all of the expansions set out in the policies.
- C. The failure to perform the conditions and stipulations of the policies in good faith by the Supplier shall not derogate from the "Customer's" rights to receive indemnification under the policies.
- D. Any section in the policies (if any) which expropriates or reduces or in any way limits the insurer's liability, where there is other insurance as well, shall not be exercised against the Customer.
- E. The insurance policies shall precede any insurance policy taken out by the "Customer" and the Supplier's insurer waives any right and/or claim and/or demand with respect to participation in the "Customer's" insurance policies. The insurer waives any right granted to it under section 59 of the Insurance Contract Law, 5741-1981 *for the acts or omissions of the "Supplier"*.

The Policies, including the liability ceilings set out in this Certificate, shall apply to all of the operations of all of the entities set out in the Policies, and inter alia, to the operations the subject of this Certificate, to the extent not amended herein.

**Appendix 4**

- F. The Supplier alone shall be liable for payment of the premiums and the policyholder’s contribution set out in the policies set out above.
- G. The insurance policies shall include an explicit section regarding waiver of the right of subrogation vis-à-vis the “Customer”, provided that the provisions regarding waiver of the right of subrogation shall not apply in favor of any person who causes malicious damage.
- H. The insurance policies are expanded to include a cross-liability section under which the insurance policies will be deemed to have been taken out separately for each of the individual insured persons, *except for the employer’s liability insurance policy and the property insurance policy*.
- I. The insurer shall not be entitled to cancel and/or reduce the scope and/or to not renew the insurance policies, unless the insurer sends the Customer notice by registered mail of its intention to do so 60 days prior to the date of entry of cancellation of the insurance and/or reduction of the insurance coverage [into force].

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Position of Signatory

\_\_\_\_\_  
Signature of Insurer

\_\_\_\_\_  
Stamp of Insurer

\_\_\_\_\_  
Date

The Policies, including the liability ceilings set out in this Certificate, shall apply to all of the operations of all of the entities set out in the Policies, and inter alia, to the operations the subject of this Certificate, to the extent not amended herein.

November 10, 2014

To whom it may concern,

Dear Sir/Madam,

**Re: Kornit Digital Technologies LTD., C.N. 51-384675-8 (hereinafter: "the Company")**

As legal counsel to the Company, and solely based on the information provided to us by the Company, we hereby confirm that according to the resolution of the board of directors of the Company dated May 15, 2014, the authorized signatories of the Company, as of the date hereof, are as further detailed in the board resolution attached hereto as Exhibit A.

I hereby confirm that the resolutions made by the board of directors of the Company, listed in the above mentioned resolution, were resolved according to the law and with authority and are in accordance with the incorporation documents of the Company and the Company is bound by them in all respects.

The aforementioned signatory rights replace and cancel all previous signatory rights of the Company and this letter replaces and cancels any letters previously sent from our office on this matter.

In addition, based only on the information given to us by the Company, below is a list of the officers of the Company:

Treasurer - Michal abu  
Controller - Yuval Yezerky  
President - Ofer Ben-Zur  
CFO - Guy Avidan  
CEO - Gabi Seligsohn

Sincerely,

Daniel Avron, Adv.



## Accepted Test Procedures (ATP)



Project: Kornit 931/932/951/952/953		Subject: ATP	
Order Number: 60-PATP-0001	Date: 07/16/2013	Revision: 2	Page 1 of 6
Editor: Lev Superfin	Confirmed by: Rea Rogel	Signature:	

## Machine: Kornit

---

Revision	Software Version
HASP Number	
HASP Validity	
Tester Name	
Date	
Signature	

### General Instructions

1. Before testing, verify that the [\*\*\*] Test is as expected.
2. Perform all the tests instructed in the form
3. When testing has been completed:
  - a. Fill-in the ATP
  - b. Sign the machine book

**Note:** This ATP is to be performed by a technician other than the one who performed the Integration or the Post-Integration Final Testing procedure.

Accepted Test Procedures (ATP)



Project: Kornit 931/932/951/952/953		Subject: ATP	
Order Number: 60-PATP-0001	Date: 07/16/2013	Revision: 2	Page 2 of 6
Editor: Lev Superfin	Confirmed by: Rea Rogel	Signature:	

1. **Machine Book**

No.	Procedure	RT
1.1	[***].	
1.2	[***].	
1.3	[***].	
1.4	[***]	

2. **Visual Tests**

No.	Procedure	RT
2.1	[***]:	
	a. [***].	
	b. [***].	
	c. [***].	
	d. [***].	
	e. [***].	
	f. [***].	
	g. [***].	
	h. [***].	
	i. [***].	
	j. [***].	
	k. [***].	
	l. [***].	

Accepted Test Procedures (ATP)



Project: Kornit 931/932/951/952/953		Subject: ATP	
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3. **Functional Tests**

**Note:** [\*\*\*].

No.	Procedure	RT
3.1	[***].	
	a. [***].	
	b. [***].	
	c. [***].	
3.2	[***].	
3.3	[***].	
3.4	[***].	
	a. [***].	
3.5	[***].	
3.6	[***].	
3.7	[***].	
3.8	[***]	
3.9	[***]:	
	a. [***].	
	b. [***].	
	c. [***].	
3.10	[***]:	
	a. [***].	
	b. [***].	
	c. [***].	

Accepted Test Procedures (ATP)



Project: Kornit 931/932/951/952/953		Subject: ATP	
Order Number: 60-PATP-0001	Date: 07/16/2013	Revision: 2	Page 4 of 6
Editor: Lev Superfin	Confirmed by: Rea Rogel	Signature:	

4. Humidity System Tests (only 952/3)

Notes: 1) [\*\*\*].

2) [\*\*\*].

No.	Procedure	RT
4.1	[***].	
4.2	[***].	
4.3	[***].	
4.4	[***].	

Note: [\*\*\*].

5. Spraying Tests

Note: [\*\*\*].

No.	Procedure	RT
5.1	[***].	
	a. [***].	
	b. [***].	
	c. [***].	
5.2	[***].	
5.3	[***].	
5.4	[***].	
5.5	[***].	

Note: [\*\*\*].

Accepted Test Procedures (ATP)



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Editor: Lev Superfin	Confirmed by: Rea Rogel	Signature:	

6. **Printing Test**

**Note:** [\*\*\*].

No.	Procedure	RT
6.1	[***].	
6.2	[***]	
	a. [***].	
	b. [***].	
	c. [***].	
	d. [***].	
	e. [***].	
	f. [***].	
6.3	[***].	
6.4	[***].	
	a. [***].	
6.5	[***].	

7. **Backup System Test (only 952/3)**

No.	Procedure	RT
7.1	[***].	
7.2	[***].	
7.3	[***].	

Accepted Test Procedures (ATP)



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8. **Final Stages**

No.	Procedure	RT
8.1	[***].	
8.2	[***].	
8.3	[***].	
8.4	[***].	
8.5	[***].	

English Summary of the Office and Parking Space Lease Agreement dated as of December 17, 2007 by and between Industrial Buildings Corporation Ltd. (the "Landlord") and Kornit Digital Ltd. (the "Company") (the "**Original Lease Agreement**"), as amended by those certain (i) Addendum dated 2007 (the "**First Parking Space Addendum**"), (ii) Addendum to Lease Agreement dated 2007 (the "**Second Parking Space Addendum**"), (iii) Addendum to Lease Agreement dated March 8, 2012 (the "**First Addendum**"), (iv) Addendum to Lease Agreement dated 2012 (the "**Third Parking Space Addendum**"), (v) Addendum to Lease Agreement dated December 19, 2012 (the "**Second Addendum**"), (vi) Addendum to Lease Agreement dated May 20, 2013 (the "**Third Addendum**"), (vii) Addendum to Lease Agreement dated January 12, 2014 (the "**Fourth Addendum**"), and the Addendum to Lease Agreement dated January 12, 2014 (the "**Fifth Addendum**") (collectively, the "**Lease Agreement**").

- Subject Matter of the Lease Agreement: Unprotected lease of spaces on the ground floor and on the first floor of the building described in the Original Lease Agreement located at 12 Ha'Amal Street, Rosh Ha'Ayin, Israel that will be used by the Company for offices and laboratories, and parking spaces.
- Term of Original Lease Agreement:
  - o The term of the Original Lease was eight (8) years commencing on the delivery date, (the "**Original Lease Period**"). The Company had the right to terminate the lease as of the end of five (5) years from the date of the Original Lease Period, subject to six (6) months prior written notice, *provided* that the Company pays a one-time special early termination payment (the "Special Payment") equal to the balance of the rest of the Improvement Amount (as defined below) per square meter multiplied by two (2) times the number of remaining months for which the Company is required to pay rental fees.
  - o As of the end of the third (3<sup>rd</sup>) year of the Original Lease Period, the Company has the right to sub-lease the premises to a substitute tenant, subject to the Landlord's prior written consent (not to be unreasonably withheld).
  - o Estimated delivery date was to be May 10, 2008, but delivery occurred in August 2008.
  - o The term of the Original Lease Period expires on August 31, 2016 and the term of the period with respect to all of the addenda is also August 31, 2016.
- Premises Covered by the Lease Agreement:
  - o As set forth in Exhibit A, beginning on the date of the Original Lease Agreement and over the period of the remaining addenda forming the Lease Agreement, the Company leased a total of 3,381 square meters.
  - o The Company originally leased forty-five (45) parking spaces, and currently leases eighty-nine (89) parking spaces
- Right Of First Refusal:
  - o If the Landlord decides to lease additional spaces in the building, the Company will be given the right of first refusal regarding parts of those additional spaces as listed below:
    - § Out of the spaces that will offered for lease on the ground floor, the Company will be given the right of first refusal with respect to space of at least 500 square meters which are adjacent to the Property.
    - § Out of the spaces that will offered for lease in the first floor, the Company will be given the right of first refusal with respect to space of at least 800 square meters which adjacent to the Property.
  - o This right of first refusal will not be transferred to a substitute tenant if there will be such will be in the future under a sublease or transfer of the lease.

· Rental Fees:

- o Under Appendix B to the Original Lease Agreement, which set the basic rental fees mechanism, the Company was to pay, at the first day of each month the amounts as listed in **Exhibit A** hereto.
- o The Basic Rental Fees were increased upon the execution of the addenda pursuant to which the Company leased additional space. The details of such increases are set forth on **Exhibit A** hereto.
- o The monthly rental fees for the parking spaces are detailed in **Exhibit A** hereto.
- o VAT and Consumer Price Index – All rental fees are plus VAT and are linked to the Israeli Consumer Price Index.

· Improvements:

- o According to the Original Lease Agreement, the Landlord agreed to fund improvements, according to the Company's plans, up to an amount of \$330 per square meter (the "Improvement Amount"). Any deviation from the Improvement Amount would be paid by the Company and the rental fees will updated accordingly.
- o According to the First and Second Addendums, the space leased thereunder is leased in an "AS-IS" condition. The Company carried out improvements on such spaces at its own expense.

· Guarantees:

- o All the Guarantees that were provided by the Company are detailed in **Exhibit A** hereto.

· Dispute Resolution:

- o The parties agree that any competent court in Tel Aviv is chosen by them as exclusive jurisdiction in any matter relating to the Lease Agreement.

· Other Terms under the Lease Agreement:

- o The Company shall bear all fees, municipal or local taxes, utility payments etc, associated with the management of the company's business during the term of the Original Lease Period.
- o The Landlord shall bear all fees, municipal or local taxes, utility payments etc., which are levied on him by law.
- o Each party has agreed to assume responsibility for any damage, injury or loss (bodily or otherwise) resulting from any act, omission or negligence on its part, and with respect of the Company relating to its use of the Premises.



	Space that has been leased in square meters (gross)	Space that has been leased in square feet	Rental fees for the leased space.	Parking space that has been leased	Rental fees regarding parking space	Guarantees*
<b>Original Lease Agreement</b> 17.12.2007	1,300	14,000	the " <b>Basic Rental Fees</b> ": <ul style="list-style-type: none"> <li>• NIS 42,435 from the ending of 10 weeks from the delivery date and until the end of the second year from the delivery date (for this purpose, the delivery date was considered to be two weeks after the actual delivery date).</li> <li>In addition, the parties agree that the Company will start to pay rental fees at the end of the first two months from the delivery date. In addition, on the second year, the Company would be exempt from paying rental fees for one month.</li> <li>• NIS 44,557 as of the beginning of the third year and until the end of the fourth year.</li> <li>• NIS 46,785 as of the beginning of the fifth year and until the end of the sixth year.</li> <li>• NIS 49,123 as of the beginning of the seventh year and until the end of the eighth year.</li> </ul>	45	For 35 parking spaces the Company pays a monthly fee of NIS 143.5. The remaining 10 parking spaces were given free of charge.	The Company provided to the Landlord (i) an autonomous, un-conditioned index-linked to the Consumer Price Index, bank guarantee in the amount of NIS 746,200, which decreases by NIS 56,500 each year until such bank guarantee is for a minimum amount of NIS 294,074, which is equal to six months rental fees and which is to be returned to the Company (after deducting certain amounts if needed) at the end of 120 days from returning the Property;(ii) a promissory note on the amount of six months rental fees plus VAT.  In addition the company will sign to its bank on a letter of authorization through it the rental fees will be paid automatically directly from the Company's account in the bank. The Company will not be able to cancel or change this letter of authorization as long as it's still stays in the leased.
<b>First Parking Space Addendum</b>	-	-	-	2	Monthly pay of NIS 250 per each parking space.	-
<b>Second Parking Space Addendum</b>	-	-	-	6	Monthly pay of NIS 125 per each parking space.	-
<b>First Addendum</b> 8.3.2012	463	5,000	<ul style="list-style-type: none"> <li>• NIS 14,816 starting from the end of two months from the beginning of the lease period and until 31.8.13.</li> <li>• NIS 15,557 as from 1.9.13 and until 31.12.14.</li> <li>• NIS 16,335 as from 1.1.15 and until 31.8.16.</li> </ul>	10	Monthly pay of NIS 156 per each parking space.	(i) Autonomous bank guarantee in the amount of 95,201 NIS. (ii) Promissory note in the amount of six months rental fees plus VAT (from the rental fees of the additional space).
<b>Third Parking Space Addendum</b>	-	-	-	11	Monthly pay of NIS 200 per each parking space.	-
<b>Second Addendum</b> 19.12.2012	414	4,400	<ul style="list-style-type: none"> <li>• NIS 0 starting from the day of the delivery and until 31.3.13.</li> <li>• NIS 13,513 as from 1.4.13 and until 31.8.13.</li> <li>• NIS 14,200 as from 1.9.13 and until 31.12.14.</li> <li>• NIS 14,904 as from 1.1.15 and until 31.8.16.</li> </ul>	6	Monthly pay of NIS 205 per each parking space.	(i) Autonomous bank guarantee in the amount of 52,313 NIS. (ii) Promissory note in the amount of six months rental fees plus VAT (from the rental fees of the additional space).
<b>Third Addendum</b> 20.5.2013	169 + 205	4,000	<p><u>For the additional 169 square meters:</u></p> <ul style="list-style-type: none"> <li>• NIS 5,712 as from 20.5.13 and until 31.8.14.</li> <li>• NIS 5,998 as from 1.9.14 and until 31.8.16.</li> </ul> <p><u>For the additional 205 square meters:</u></p> <ul style="list-style-type: none"> <li>• NIS 6,929 as from 20.5.13 and until 31.8.14.</li> <li>• NIS 7,275 as from 1.9.14 and until 31.8.16.</li> </ul>	15	Monthly pay of NIS 250 per each parking space.	(i) Autonomous bank guarantee in the total amount of NIS 46,587 for both additional spaces. but the parties agreed that this amount is already included in the bank guarantee that was given to the Landlord  (i) Two Promissory note in the amount of six months rental fees plus VAT (from the rental fees of the additional space).
<b>Fourth Addendum</b> 12.1. 2014	85	900	<ul style="list-style-type: none"> <li>• NIS 3,213 as from 15.2.14 and until 31.8.14.</li> <li>• NIS 3,374 as from 1.9.14 and until 31.8.16.</li> </ul>	-	-	(i) Promissory note on the amount of six months rental fees plus VAT (from the rental fees of the additional space).
<b>Fifth Addendum</b> 12.1.2014	745	8,000	<ul style="list-style-type: none"> <li>• NIS 25,777 starting from the beginning of the lease period and until 31.8.14.</li> <li>• NIS 27,066 as from 1.9.14 and until 31.8.16.</li> </ul>	-	-	(i) Autonomous bank guarantee in the amount of NIS 81,198; (ii) Promissory note in the amount of six months rental fees plus VAT (from the rental fees of the additional space).

\* The Guarantees under the addendum are in addition to the guarantees that was given by the Company under the Original Lease Period

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTED, that each director and officer of Kornit Digital Ltd. whose signature appears below hereby appoints Gabi Seligsohn and Guy Avidan, and each of them severally, acting alone and without the other, his true and lawful attorney-in-fact with full power of substitution or re-substitution, for such person and in such person's name, place and stead, in any and all capacities, to sign on such person's behalf, individually and in each capacity stated below, any and all amendments, including post-effective amendments to the Registration Statement on Form F-1 of Kornit Digital Ltd. (333-202291), initially filed with the Securities and Exchange Commission on February 25, 2015, and to sign any and all additional registration statements relating to the same offering of securities of the Registration Statement that are filed pursuant to Rule 462(b) of the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

/s/ Lauri Hanover	
Lauri Hanover	Director
/s/ Alon Lumbroso	
Alon Lumbroso	Director
/s/ Jerry Mandel	
Jerry Mandel	Director
/s/ Dov Ofer	
Dov Ofer	Director