

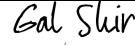


		<b>CONFIDENTIAL</b>	
<b>Document Title:</b> purchase order and terms	<b>Document No.</b> 810.00.00	<b>Version</b> 4.0	<b>Page1</b> 1 of 10

## Cover Page

### Authorization:

	Name	Title	Signature	Date
<b>Initiated by:</b>	Kfir Granit	General Counsel & Contracts		January 18, 2026   01:25:38 F
<b>Approved by:</b>	Avi Russo	Supply Chain Manager		January 25, 2026   00:18:12 F
<b>Approved by:</b>	Gal Shir	COO		February 4, 2026   04:42:50 F
<b>Approved by:</b>	Einav Brenner	CFO		February 8, 2026   00:40:37 F
<b>Approved by:</b>	Yehu Ofer	CEO		PST 00:58:38   2026 , 8 ברואר

### Version History:

Ver. #	Description	Date
1.0	Initiation	6-Nov-2023
2.0	Update sections 11, 13, 23	29-Nov-2023
3.0	Replacing the reference to 809.00.00 in section 5	6-Nov-2025
4.0	Compensation for late delivery and amending other sections to meet all group activity	14-Jan-2026

### Distribution list:

Copy	Title	Department
Soft copy	Documentation control	Odysight AI Server

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#### 1. GENERAL; ACCEPTANCE.

The party selling to Odysight.ai Ltd. Or any of its affiliates including parent company, affiliate or subsidiary (all and each "Odysight.ai") Deliverables ("Seller") agrees to the highest industry practice standard with respect to any services or materials or systems provided under this order ("Deliverables" and "Order" respectively) in accordance with these terms and conditions ("Terms"). Upon receiving the Order, shipment or commencement of Deliverables as the case may be, be considered as acceptance of the Terms by Seller.

In the event of any inconsistency among provisions contained in any Order and any other documents the strictest provision with respect to the Seller shall apply.

Should any provision in here shall not be viable for the Deliverables the rest of the provisions shall remain in full force and effect.

If the Deliverables are Services Provisions: 2, 3, 5(2)-5(7), 28-30 shall not apply.

#### 2. DELIVERY; PACKING AND SHIPMENT.

The Deliverables shall be shipped to Odysight.ai facility specified in the Order and in the manner specified therein. TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will notify Odysight.ai promptly on any information which may have adverse effect on the delivery or the performance of Sellers obligations. Upon such notice, Odysight.ai may either, at its sole discretion:

- i. Decline to accept the Deliverables and terminate the Order.
- ii. Require delivery by the fastest method to meet the delivery dates at the sole expense of Seller.

All Deliverables shall be packaged in an adequate manner fit for safe transportation and handling of the Deliverables, insured against damage from weather or transportation and secure the lowest transportation costs. Such containers must be appropriately labeled, contain packing sheets listing each item and its associated Order line-item number. Seller must comply with Odysight.ai packaging instructions or special packaging specifications in the B.O.M of the Deliverables, Odysight.ai's Order

number must appear on all containers, packing sheets, delivery tickets and bills of lading. All excess quantities will be returned to Seller.

#### 3. RISK OF LOSS; DESTRUCTION OF DELIVERABLES.

Seller assumes all risk of loss to the Deliverables until their receipt at the designated destination per the delivery provisions in the Order. Late delivery compensation shall be calculated from the total value of the delivery as 1% of the delivery value per week of delay and up to 10% in total, which may be offset from the payment by Odysight.ai. without derogating from any other right for compensation or additional damage if inflicted as a result from the delay.

#### 4. INSPECTION.

Odysight.ai may inspect the Deliverables covered the Order at Seller's (or Seller's subcontractor's) facilities. Odysight.ai inspection of Deliverables shall not constitute acceptance. No inspection or test made prior to final acceptance shall relieve Seller from responsibility for defects or any other failure to meet the requirements of the Order. Odysight.ai may reject or revoke acceptance of any Deliverables which are defective in material or workmanship, or which do not conform to Odysight.ai's specifications or to Seller's Warranty as provided below ("Nonconforming Deliverables"). Odysight.ai may elect to:

- a. Return Nonconforming Deliverables for the full invoice price plus applicable transportation charges;
- b. Retain or return Nonconforming Deliverables for repair by Seller or for repair by Odysight.ai with such assistance from Seller as Odysight.ai may require, at Seller's cost and expense; or

All costs and expenses, loss of value and any other damages incurred by Odysight.ai in connection with repair or replacement of Nonconforming Deliverables may also be recovered from Seller by an equitable price reduction or credit against any amounts otherwise owed by Odysight.ai to Seller.

#### 5. QUALITY REQUIREMENTS:

*This document contains confidential and proprietary information belonging to Odysight Ltd. Unauthorized disclosure, copying, distribution or reliance on contents of this document is strictly prohibited.*

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Seller shall comply, conform and be aligned to the provisions and requirements as set in procedure 809.00.00- Suppliers Quality Requirements.

And shall provide to Odysight.ai with the following documentation with Deliverables supplied to Odysight.ai:

1. Documentation must state that the item complies with the most updated regulatory requirements of the European Union, e.g., WEEE, RoHS.

2. A Certificate of Compliance (“COC”), must be provided with each Good supplied confirming that the product was manufactured by an OEM or may not be suspected as counterfeit according to the relevant standards and complies with the drawing/catalogue/purchase order. The certificate must identify the shipment on a one-to-one basis and be signed by an authorized representative, including his title, name, and date. Also, COC for raw materials, certificates for finishing and thermal treatments, or any other relevant documentation pertaining to the product must be provided.

In this respect, Seller shall not furnish Counterfeit Goods to Odysight.ai as specified in article 24 herein.

When Odysight.ai provides packaging instructions or special packaging specifications in the B.O.M of the part, comply with these instructions, otherwise the packaging need to be approved by Odysight.ai.

b. Apply to chemical raw materials:

1. Documentation must state that the item complies with the most updated regulatory requirements of the European Union, e.g., REACH, RoHS and the United States Environmental Protection Agency: TSCA.

2. A Certificate of Analysis (“COA”) or a Certificate of Test (“COT”) must be provided for each supplied material. The certificate must identify the material with reference to shipment no., batch/series or any other identifying information, and has to specify the applicable specification, edition number, and purchase order.

3. Product Safety. Detailed Material Safety Data Sheets containing all the necessary information, (“MSDS”) must be provided for each supplied

material. The data sheet must specify the necessary safety precautions that must be followed when handling the supplied material.

c. Apply to manufactured parts/items/Assemblies in accordance with Odysight.ai’s specifications:

1. Requirements for inspection related to first time build shall be documented on the purchase order or by specific instructions from Odysight.ai.

2. Electronic assemblies will be assembled and tested as documented on the Odysight.ai drawing or according to Odysight.ai Quality Assurance procedure for electronic boards D000590.

3. Requirements for date code and/or serialization of circuit card assemblies shall be carried out per the Odysight.ai drawing or according to Odysight.ai Quality Assurance procedure for electronic boards D000590.

4. A dimension inspection report must be provided for final inspection per ANSI Z1.4 level 2 AQL=1% or as agreed with Odysight.ai of each batch of parts supplied and must have been approved by the Seller’s Quality Assurance.

5. Critical dimensions must be checked and documented for 100%. The report must include Purchase Order number, part number and description, serial number, part revision, size of batch and sample.

6. For each tested assembly the Seller must provide reports approving the testing data. The Acceptance Tests Report must be identified by the serial no. of the assembly and must have been approved by the Seller’s Quality Assurance. Assemblies will be tested by a 100% level, according to particular Odysight.ai testing instructions. The final Acceptance tests report findings must be attached to a supplied assembly. In event that Odysight.ai has no testing instructions for the assembly, the assembly will be tested according to the Seller’s instructions.

7. Coating and painting are to be performed only by sub-contractors approved by Odysight.ai

8. Corrective and preventive actions:

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When requested, the Seller will submit a corrective action plan that provides the details of how a nonconformity will be resolved. Odysight.ai expects a Seller to investigate the root cause(s) and respond to the Odysight.ai Quality department with a corrective action plan within 10 business days or as specified by the Quality department. The details of the investigation, corrective action plan, verification of the effectiveness of the corrective action and preventive actions shall be documented.

#### 6. WARRANTY.

Seller expressly warrants that:

Seller will convey clear title to all Deliverables to Odysight.ai; free of any liens, claims or other encumbrances;

Deliverables furnished will conform to all applicable specifications, drawings, samples, or other descriptions furnished, specified or adopted by Odysight.ai and to all other requirements of the Order;

Deliverables will be merchantable, produced using reliable material and workmanship and will be free from defect for at least one (1) year from acceptance by Odysight.ai, or such longer limited warranty period as Odysight.ai may specify in the Order;

all Deliverables have been selected, designed manufactured or assembled by Seller based upon Odysight.ai's intended use and will be fit and sufficient for such purposes.

Deliverables supplied will be compliant with the relevant European Directives, such as RoHS (2002/95/EC) and WEEE (2002/96/EC).

Such warranties, together with Seller's service performance warranties above and other guarantees, if any, will survive inspection, test, acceptance of, and payment for the Deliverables will run to Odysight.ai, its affiliates, successors, assigns, customers at any tier, and all end users. Seller further warrants that all Deliverables and Services provided to Odysight.ai will be free from any third-party claims or liability for alleged misuse, misappropriation or infringement of any patent, trademark, copyright or other right.

Seller further warrant and undertakes that it shall immediately notify Odysight.ai in writing when it becomes aware of any ingredient, component, design or defect in the Deliverables that is or may become harmful to personal or property or fails to meet the agreed specifications or other requirements of these Terms.

#### 7. INVOICING.

Seller's invoices for Deliverables covered by this Order shall be mailed to Odysight.ai (Attention: Accounts Payable Department) promptly upon shipment. Line item detail, descriptions of Deliverables and reference numbers on Seller's invoices must correspond to their counterparts on the face side of this Order. Odysight.ai' standard payment terms are Net seventy-five (75) days from date of invoice unless otherwise specifically stated in the Order or otherwise agreed by the parties in writing.

Odysight.ai shall pay Seller the amount agreed upon and specified in Order or Seller's quoted price on date of shipment (for Deliverables) or date of commencement of performance (f), whichever is lower. Applicable taxes and other charges such as shipping costs, value added taxes, duties, customs, tariffs, imposts and government-imposed surcharges must be stated separately on Seller's invoices.

Odysight.ai shall have the right at all times to set off any amount owing from Seller to Odysight.ai or any of its affiliated companies against any amount payable at any time by Odysight.ai.

#### 8. PAYMENT.

Prices for Deliverables and Services are as stated in the respective Order. No charges or price increases of any kind shall be allowed unless specifically agreed to by Odysight.ai in writing. Seller shall bear all of Seller's own expenses incurred in providing Deliverables and/.

#### 9. CHANGE ORDERS.

Odysight.ai may at any time by change an Order or modify Order in any of the following respects: drawings, designs, specifications, shipping, packing, place of inspections, place of delivery, place of acceptance, adjustments in quantities, adjustments in delivery schedules or the amount of Odysight.ai-

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furnished material. Seller shall promptly notify Odysight.ai of any change in the cost or expected completion/delivery dates of Deliverables covered hereby as a result of Odysight.ai's change order, and Seller shall provide proposed pricing adjustments (with supporting information) to Odysight.ai no later than thirty (30) days from the date of Seller's receipt of Odysight.ai's change order.

#### 10. SELLER CHANGES.

Seller shall not make any changes in the specifications, physical composition of, or processes used to manufacture the Deliverables hereunder without Odysight.ai's prior written consent.

#### 11. INDEMNIFICATION.

Seller agrees to indemnify, hold harmless, and at Odysight.ai' request, defend Odysight.ai and any of Odysight.ai' subsidiaries and affiliates and their respective officers, directors, customers, agents and employees (each, an "Indemnified Party") against all claims, liabilities (including, without limitation, for personal injury, death or property damage), damages, losses and expenses, including attorneys' fees and expenses, incurred by an Indemnified Party on account of the acts or omissions of Seller or its employees, agents or subcontractors in any way connected with the Deliverables provided under this Order, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment; and

any claim based on the negligence, omissions or wilful misconduct of Seller or Seller's employees, agents or subcontractors; and

any claim by a third party against any Indemnified Party alleging that the Deliverables, the results of such Services or any other processes provided under this Order, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other Deliverables any breach by Seller of these Terms. Seller shall not settle any such claim without Odysight.ai' prior approval. Seller agrees to pay or reimburse all costs that may be incurred by an Indemnified Party in enforcing this indemnity, including attorneys' fees and expenses.

If Odysight.ai's or anyone who obtained the Deliverables from Odysight.ai use of Deliverables and/ covered by this Order shall be enjoined or otherwise prevented by legal action, Seller shall, at its sole expense, substitute fully equivalent non-infringing Deliverables and Services; obtain the right to continue using the Deliverables and Services; or refund all amounts paid for the infringing Deliverables and Services.

#### 12. CONFIDENTIALITY.

No knowledge or information disclosed to Odysight.ai by Seller which in any way relates to Deliverables covered by any Order, will, unless otherwise specifically agreed in writing by Odysight.ai, be deemed to be confidential or proprietary information of Seller, and Odysight.ai will acquire all such knowledge and information free from any restrictions, as part of the consideration for the Order. All technical, visual and other information received, obtained or learned by Seller as a result of any Order or its relationship with Seller, is and will remain the valuable, confidential and proprietary information of Odysight.ai, including, but not limited to, images, videos, drawings, data, specifications, components, concepts, designs, or tooling. To the extent the parties have entered into a nondisclosure agreement ("NDA") to protect such information, the provisions of such NDA shall control any conflicting or inconsistent terms herein. Seller agrees not to disclose to third parties or use for its own pecuniary benefit or advantage any Odysight.ai confidential and/or proprietary information. Seller further agrees that any improvement, modification, refinement, or product developed by Seller or jointly by Seller and Odysight.ai as a result of knowledge of Odysight.ai confidential and/or proprietary information shall be the property of Odysight.ai and shall be treated as Odysight.ai confidential and proprietary information. Seller will provide any/or execute any assignments or other conveyances to the extent such assets require separate documentation according to these Terms. Upon cancellation or termination of any Order or the parties' working relationship, or otherwise upon request of Odysight.ai, Seller shall turn over to Odysight.ai any and all Odysight.ai confidential and/or proprietary information, including all copies, excerpts or other reproductions

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thereof. The confidentiality provisions of this Paragraph will apply to and be binding upon Seller’s officers, directors, employees, advisers, consultants and other representatives, and the protection of Odysight.ai’ confidential information and materials will expressly survive any expiration or termination of any relationships between the parties indefinitely, unless and only to the extent otherwise consented to in a writing signed by Odysight.ai.

**13. INTELLECTUAL PROPERTY RIGHTS; WORK PRODUCT.**

Seller agrees that where Seller undertakes activity of research, development and/or design nature under this agreement using information provided by Odysight.ai, Odysight.ai shall exclusively own all rights, title and interest in any resulting work product including, without limitation, all intellectual property, including know-how, trade secrets, patents, designs, utility models, trademarks, copyright and others. Seller shall take all necessary steps to ensure that Odysight.ai obtains full legal title in and to such rights without any additional compensation. Seller will ensure that Seller's affiliates, employees, agents and subcontractors appropriately waive any and all claims to, and assign to Odysight.ai, all rights or interests in, any work product created in connection with this Order. Seller grants the right to Odysight.ai to produce copies, reproductions or derivative works of material provided under this agreement. Seller will not reverse engineer, decompile, or disassemble any technology, software, materials, products or other items owned or provided by Odysight.ai.

**14. INSURANCE.**

Seller shall provide and maintain insurances provided hereof throughout the term of this Agreement inclusive of any warranty obligations the following insurance (and regarding policies on a "claims made" basis, for an additional 24 months after):

blanket contractual liability; Products liability; completed operations, and independent Seller’s coverage; Workers Compensation: Statutory in accordance with the state in which the Services are being performed; Employers Liability in the amount of \$ 1,000,000 each occurrence; Commercial

General Liability with limits of \$ 1,000,000 each occurrence, \$ 2,000,000 aggregate, for bodily injury and property damage combined.

Policy will include the following coverage features: Automobile Liability with limits of \$ 1,000,000 each occurrence for bodily injury and property damage combined if automobile usage is required to perform Services hereunder. Coverage will include “owned”, “hired” and “non-owned” auto’s; Umbrella or Excess Liability with limits of \$ 5,000,000 each occurrence and aggregate for bodily injury and property damage. Policy must be “follow form” to all primary policies listed above with the exception of Workers Compensation.

Professional Liability Insurance. To the extent that Seller is providing design services, Seller will obtain adequate levels of Professional Liability insurance to cover risk of loss reasonably related to the scope and extent of the Services provided. At minimum the coverage will be: \$1,000,000 combined single limit each accident. The Professional Liability policy will include a retroactive date to the date that Seller first rendered Services in connection with the Project and with a discovery period.

All insurance required above will be written with insurers rated A or better by the latest “Bests” Guide;

All policies with the exception of Workers’ Compensation will include Odysight.ai as an additional insured and include a waiver of subrogation towards Odysight.ai. Seller’s insurance will be primary and non-contributory to that maintained by Odysight.ai; and

At the request of Odysight.ai, the Seller shall provide a certificate of insurance conforming to the policies specified above.

**15. TERMINATION FOR CAUSE.**

Should Seller become unable to pay its debts as they mature, or become in any way the subject of a bankruptcy petition, have a change in ownership or management such that a competitor of Odysight.ai gains an ownership or controlling interest in Seller, and/or materially default in the performance of any provision of the Order and/or the Terms, Odysight.ai may in its discretion terminate this Order or any other PO for "cause" by giving Seller thirty (30) days

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prior written notice thereof. If Seller, within the thirty-day notice period, corrects the cause giving rise to the notice to the satisfaction of Odysight.ai, Odysight.ai may void the termination. In the event Odysight.ai terminates an order pursuant to this Section, Odysight.ai shall have all rights and remedies available under law and equity and will have no further obligation to Seller. Upon termination, Seller will, at its expense, promptly deliver to Odysight.ai all Odysight.ai confidential information, proprietary information, all work product and all tools and property owned by Odysight.ai and in Seller's possession.

#### 16. TERMINATION FOR CONVENIENCE.

Odysight.ai may at any time by notice to Seller, terminate all or part of this Order, effective as of the date specified in such notice. Upon receipt of Odysight.ai' notice of termination, Seller shall stop work and take such other action as may be specified by Odysight.ai in such notice, to facilitate termination of the Order or applicable part. Upon termination, Odysight.ai shall not incur any further cost or liability to Seller except for Deliverables already delivered under the terms of this Order.

#### 17. INJUNCTIVE RELIEF.

Because damages for violation of these Terms may be difficult to ascertain and because violation of these Terms and Order may result in irreparable injury to Odysight.ai for which money damages may not adequately compensate Odysight.ai, Seller hereby consents to the entry of an order against Seller to prevent any breach of these Terms and Order as well as any other relief available to it at law or equity, without posting bond.

#### 18. FORCE MAJEURE.

Neither Seller nor Odysight.ai shall be liable for any delay or failure to perform any of its obligations under this Order if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to, fires, floods, explosions, accidents, acts of God, declared and undeclared wars or riots, strikes (except of the personnel of the affected party) or lockouts, shortages of materials or transportation facilities, inability to obtain export or import licenses, acts of government or any provision or

requirement of any law, regulation, order or rule, which the affected party could not reasonably expect.

#### 19. LABOR DISPUTES.

Seller shall give Odysight.ai prompt notice of every labor dispute or issue which may affect Seller's ability to deliver Deliverables pursuant to the terms of this Order. Odysight.ai shall not have any obligation to reimburse Seller for losses or additional costs incurred by Seller as a result of labor disputes.

#### 20. LIMITATION OF REMEDY; LIMITATION OF LIABILITY.

Seller's sole remedy on account of Odysight.ai' breach of this Order shall be the right to damages in the amount equal to the difference between the market price of the subject Deliverables at the time of breach and the purchase price specified in this Order. IN NO EVENT SHALL ODYSIGHT.AI BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR INCURRED IN CONNECTION WITH THIS ORDER, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### 21. INDEPENDENT SELLER.

Seller is an independent contractor for all purposes, without express or implied authority to bind Odysight.ai by contract or otherwise. Seller will secure, at Seller's sole cost, Workers' Compensation insurance, disability benefits insurance, and any other insurance required by law. Odysight.ai will not provide, nor will it be responsible to pay for, employee benefits to Seller or employees of Seller. Seller will pay all required taxes, whether federal, state or local in nature, including, but not limited to, income taxes, FICA, payroll or self-employment taxes, unemployment compensation taxes, and any other fees, charges, licenses, or other payments required by law on any compensation paid by Odysight.ai to Seller pursuant to this Agreement. Seller hereby waives any right to bring a claim or action against Odysight.ai or any of its affiliates as to entitlement to any employee benefits with respect to periods of performance hereunder.

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## 22. COMPLIANCE WITH LAW; COMPLIANCE WITH ODYSIGHT.AI POLICIES.

Seller shall, and will ensure any party on its behalf shall, comply with all applicable laws, regulations, rules or orders in connection with its performance hereunder, as well as with any Odysight.ai policies in effect (including but not limited to its prohibition on weapons and Odysight.ai' policies around security and safety, policies prohibiting harassment and discrimination, etc.). Seller specifically agrees to comply with its own Code of Conduct. At Odysight.ai' request, Seller shall issue certificates certifying compliance with any laws or regulations as may be applicable to the Deliverables and Services covered by this Order in each case in form and substance satisfactory to Odysight.ai.

## 23. SUBCONTRACTING.

Seller shall not, without Odysight.ai' prior written consent, subcontract this Order (excepting raw material). In any case and regardless of any consent, granted or not any subcontracting shall be in strict compliance with the provisions of this agreement and any subcontract shall include such provisions in order to ensure the compliance of any subcontractor with the terms and conditions of this agreement.

## 24. COUNTERFEIT MATERIALS

(a) Seller shall not deliver any item procured from sources other than OEMs and OCMs, or their authorized distributors without prior written authorization from Odysight.ai. Seller shall flow down to and ensure compliance with the requirements of this document to lower tier Sellers providing items for delivery to Odysight.ai.

(b) All materials used shall be new, unused and shall not contain grind or be reconditioned, refurbished, or remanufactured material unless explicitly agreed upon in writing by the Odysight.ai.

## 25. EXPORT/IMPORT CONTROLS.

Seller will not use, export, re-export or otherwise release any technology or technical data provided to Seller by Odysight.ai or any of Odysight.ai' subsidiaries or affiliates under this Order, except in compliance with all applicable U.S. export laws and regulations.

Seller agrees that unless otherwise expressly agreed upon, Odysight.ai will not be a party to the foreign importation of the Deliverables, that the transaction(s) represented by this Order will be consummated subsequent to importation, and that Seller will neither cause nor permit Odysight.ai' name to be shown as "importer of record" on any customs declaration and that Seller will comply with all applicable laws, rules and regulations governing foreign purchases and importation.

## 26. LIENS AND CLAIMS.

Seller shall fully indemnify Odysight.ai and the property owner against all liens and/or claims of any laborers, materialmen, and subcontractors of Seller against Odysight.ai or the property on or for which the Services are performed and shall furnish to Odysight.ai, upon request, affidavits of status of accounts and releases of liens.

## 27. ODYSIGHT.AI' PROPERTY.

All materials and inventory furnished or owned by Odysight.ai under this Order or otherwise, or which Odysight.ai specifically authorizes Seller to acquire, develop or design for work on this Order, shall be the exclusive property of Odysight.ai ("Property"). Property shall be listed and maintained in suitable condition to do the work by and at the expense of the Seller, and will be returned to Odysight.ai within 72 hours after termination, expiration or Odysight.ai' request. Delivery of the Property shall be as specified in the order per incoterms 2022. Property is maintained at Seller's risk.

## 28. PRODUCT RECALLS.

If any Deliverables sold to Odysight.ai hereunder are determined by Seller, Odysight.ai or any governmental agency or court to contain a defect or a quality or performance deficiency, or not be in compliance with any standard or requirement so as to make it advisable that such Deliverables be reworked or recalled, Seller or Odysight.ai will promptly communicate relevant facts to each other and will undertake corrective action, provided that Odysight.ai will reasonably cooperate with and assist Seller in any necessary filings and corrective action, and provided that nothing contained in this Section will preclude Odysight.ai from taking such action as may be required of it under any such law

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or regulation. Seller will pay all reasonable expenses associated with determining whether a recall or rework is necessary, and will perform all necessary repairs or modifications at its sole expense, except to any extent Seller and Odysight.ai agree to the performance of such repairs by Odysight.ai upon other, mutually acceptable terms. The parties recognize that it is possible that other Seller-manufactured products might contain the same defect or noncompliance condition, as do the Deliverables. Odysight.ai and Seller agree that any recall involving Deliverables for Odysight.ai will be treated separately and distinctly from similar recalls of other products of Seller; provided that such separate and distinct treatment is lawful and Seller will in no event fail to provide at least the same protection to Odysight.ai on its Deliverables as Seller provides to its other customers in connection with such similar recalls. Each party will consult the other before making any statements to the public or a governmental agency relating to potential safety hazards for Deliverables purchased hereunder, except where such consultation would prevent timely notification required by law.

#### 29. OBSOLESCENCE.

Seller agrees to notify Odysight.ai as soon as possible time and in such time as to preserve Odysight.ai' interest of suspected or known product obsolescence affecting the Deliverables hereunder. Seller will use best efforts to track commercial availability of parts related to Deliverables; obtain last time buys in sufficient quantities to satisfy Odysight.ai' demands; and find suitable alternatives for the known or suspected parts for a period of five (5) years or for the length of the Order, whichever is longer.

#### 30. CONFLICT MINERALS.

Seller agrees and represents that it will timely respond, to any request by, or on behalf of, Odysight.ai and/or its affiliates, for information on any Deliverables delivered hereunder containing Conflict Minerals ("CM"), as defined in Section 13(p) to the Securities Exchange Act of 1934 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, "Conflict Minerals Regulations"). Such information shall be a representation made by Seller to the best

of its knowledge and belief following an appropriate due diligence inquiry; and submitted to Odysight.ai or its authorized third party, in the form required by Odysight.ai, no later than fifteen (15) business days from receipt of Odysight.ai request.

Seller shall include the substance of this Conflicts Minerals Section in all subcontracts agreements awarded by Seller for work under this Agreement. Seller further agrees and represents that it will notify Odysight.ai of any change in the information provided pursuant to this clause and shall provide any other information requested by Odysight.ai to ensure compliance with the Conflict Minerals Regulations. Breach of Seller obligations under this clause will be considered material breach of these terms.

#### 31. AUDIT CLAUSE FOR COST PLUS OR CATALOG ORDERS.

Odysight.ai may audit orders placed to ensure contract pricing is applied consistently to all orders. If an audit is conducted, Odysight.ai will perform a statistical sampling of all orders ("Sample") placed through Seller. The percent of error from actual price paid to contracted price for the Sample will be applied to the total purchase value for all orders placed during the Agreement time period. The party found to have benefited from the error will pay the difference to the other party within thirty (30) days of audit conclusion. Seller will be provided details of the evaluation. Seller agrees to fully cooperate with Odysight.ai during an audit and to provide Odysight.ai with all relevant documents necessary to perform such audit.

#### 32. AUDIT RIGHT.

The Seller shall grant Odysight.ai, its customers and regulatory authorities access to the facilities where production, maintenance or servicing activities are performed. This right of access is applicable to all sub-tier Sellers and should be flowed down to them formally and acknowledged. The Seller shall assist in the performance of any required surveillance, audits, assessments or investigations. Odysight.ai will respect the confidentiality of proprietary information and comply with all safety and export rules during this surveillance.

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### 33. OBLIGATIONS FOR SPECIAL ORDERING METHODS.

To the extent Odysight.ai provided Seller with any forecast, It is agreed and understood that the quantities forecasted are only estimates and do not imply a firm commitment on behalf of Odysight.ai. Blanket/Framework Orders, if applicable, are based on estimated dollar values of Odysight.ai spending ("Estimated Amounts"). Odysight.ai has no obligation to purchase or satisfy the Estimated Amounts. Seller must notify Odysight.ai in writing of potential or actual exceeding of the Estimated Amount in order to obtain appropriate authorization and approval of the increase in Estimated Amount. Odysight.ai has no obligation to pay for Deliverables to the extent the costs exceed the Estimated Amounts.

### 34. SEVERABILITY.

If any provision of this Order is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### 35. ASSIGNMENT; NO WAIVER.

Seller may not assign this Order or any of its rights or obligations hereunder without Odysight.ai' prior consent and any assignment without such consent shall be null and void. A waiver of any default hereunder or of any term or condition of this Order shall not be deemed to be a waiver of any other default or any other term or condition.

### 36. NOTICES.

All notices and other communications relating to this Order, including consents, shall be in writing and shall be addressed to Seller or Odysight.ai at the addresses set forth on the face side of this Order and shall be considered given when delivered personally, sent by non rejected email, sent by commercial courier with written verification receipt, or three (3) days after having been sent, postage prepaid, by first class or certified mail.

### 37. SURVIVAL OF OBLIGATIONS.

Any obligations and duties which by their nature extend beyond the expiration or termination of this

Order shall survive the expiration or termination of this Order.

38. GOVERNING LAW. all Orders shall be governed by the laws of the State of Israel and shall be brought to the courts of Tel Aviv, Israel only.

Seller and Odysight.ai agree that the UN Convention on Contracts for the International Sale of Deliverables shall not apply to the terms and conditions of this Order.

39. ANTI-BRIBERY. Seller understands and agrees to comply with the United States Foreign Corrupt Practices Act, which prohibits Odysight.ai and Seller from providing anything of value to a foreign public official in order to obtain or retain business. Seller agrees not to give anything of value, including but not limited to business gratuities and reimbursement of travel, to any foreign government officials. Seller agrees to ensure that it complies with all requirements relevant to its business arrangement with Odysight.ai, including any registration requirements, and warrants that this PO is in compliance with all applicable laws and regulations of the country or countries in which it performs any service for the Odysight.ai.

40. ENTIRE AGREEMENT; AMENDMENT. This Order is the complete and final statement of the terms of the contract between the parties and supersedes all other prior or contemporaneous negotiations and agreements, whether oral or written, relating to the subject matter hereof. This Order may not be amended except in writing signed by both parties.

### 41. DATA PRIVACY

Where Odysight.ai processes or has access to personal data (both as defined in the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR")), it shall comply with the terms of GDPR. Odysight.ai will only process personal data in limited situations and where necessary to do so, such as in order to manage business contracts. In the event that Odysight.ai processes personal data, it will be doing so in its capacity as a data controller (as defined in GDPR).