

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant IPG DXTRA, Inc. d/b/a Weber Shandwick	2. Registration Number 7394
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3. Primary Address of Registrant
 909 Third Avenue, NEW YORK, NY 10022

4. Name of Foreign Principal Ministry of Finance of the State of Israel	5. Address of Foreign Principal 800 Second Avenue New York, NY 10017
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6. Country/Region Represented
 ISRAEL

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Ministry of Finance

b) Name and title of official(s) with whom registrant engages
 Gil Cohen, Senior Deputy Accountant General

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/09/2026	Debra Nichols	Sign /s/Debra Nichols
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01.09.2026	Debra Nichols	<i>Debra S. Nichols</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

IPG DXTRA, Inc. d/b/a Weber Shandwick

2. Registration Number

7394

3. Name of Foreign Principal

Ministry of Finance of the State of Israel

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/31/2025
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Registrant will provide services pursuant to the attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide institutional investor relations services related to the issuance of international debt offerings, and related communications consulting services.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01/09/2026	Debra Nichols	Sign /s/Debra Nichols
_____	_____	Sign _____
_____	_____	Sign _____
_____	_____	Sign _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
01.09.2026	Debra Nichols	<i>Debra S. Nichols</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into and made effective as of December 31, 2025 (“Effective Date”) by and between **IPG DXTRA, Inc., d/b/a Weber Shandwick** with its mailing address at **909 Third Avenue, New York, NY 10022** (“Agency”) and the **Ministry of Finance of the State of Israel**, with its mailing address at **800 2nd Ave. New York , NY 10017** (“Client”).

1 Services.

- 1.1 Agency and Client agree that Agency will provide institutional investor relations services across global markets related to the issuance of international debt offerings, and such other public relations and communications consulting services as may be agreed by the parties (collectively, the “Services”).
- 1.2 All Services to be rendered (and related Work Products to be provided to the Client) will be agreed to in advance and approved by the Client prior to commencement of the Services. Prior to commencement of each Services project, Agency and Client shall discuss and reach agreement upon the scope of the work to be completed and Work Products to be provided, and Agency shall provide Client with reasonable estimates of fees and expenses anticipated to be incurred in connection therewith.
- 1.3 Set forth on Appendix 1 is an initial list of the projects to be undertaken by Agency.
- 1.4 Agency agrees that it shall halt the provision of any or all Services and not incur any additional hourly charges at such time that the Client instructs, which the parties acknowledge may occur based on budgetary or other considerations. Any charges incurred following the delivery of any such instruction shall not be owed by Client to Agency unless Client has instructed Agency to recommence the provision of such Services.

2 Compensation. Client agrees to pay Agency for the Services as follows:

- 2.1 **Fees.** Agency will charge Client fees for services based on the time spent in providing the Services, or on an agreed fixed-fee per Service basis (“Fees”). Unless otherwise agreed, Agency will invoice Client at its Capital Market hourly rates, which have been provided by Agency to Client under separate cover. In order to maximize Agency’s ability to find and retain the best talent, Agency may utilize individuals who are not Agency’s full-time employees (“Special Employees”). Client agrees that Agency may utilize a third-party payroll service or other consultant to retain the Special Employees. Agency shall be responsible for ensuring that all Special Employees comply with all terms of this Agreement and all applicable law, and shall invoice the Client for Special Employees at the same level (based on skill) and in the same manner as Agency’s regular employees. Agency shall provide Client with the hourly rates of the Special Employees prior to utilizing any such individuals.
- 2.2 **Expenses.** In addition to the Fees, Client shall also reimburse Agency for (i) Agency’s reasonable, out-of-pocket administrative expenditures, including but not limited to local travel, delivery and printing, which shall not exceed \$150 individually or \$500 in the aggregate in any month without the client’s prior written consent (for which email will suffice); (ii) long-distance travel approved by the Client in advance in writing (for which email will suffice); and (ii) amounts paid to Vendors (as defined in Section 5). Any expenses paid directly by Agency shall be invoiced to Client at the net cost. Agency reserves the right to pre-bill any Vendor expense greater than \$10,000.

3 Invoicing.

- 3.1 Schedule.** Agency shall bill Client for the Fees and for reimbursable expenses incurred by Agency during the previous and/or prior months upon completion of any project of Services or as may otherwise be agreed between Client and Agency. In the absence of any agreed invoicing schedule, such fees shall be invoiced monthly in arrears. Payment is due no later than 30 days from the invoice date.
- 3.2 Late Payment; Disputes.** Agency reserves the right to charge Client a late payment penalty of 1.0% per month on overdue accounts; provided, however, that Agency agrees to not assess a late penalty until an account is more than 30 days past due (i.e. 60 days after the invoice date). In no event will the rate of such penalty be higher than the maximum rate allowable under applicable law. Should Client be in default with respect to payment under this Agreement, Agency reserves the right to suspend some or all Services hereunder until arrangements satisfactory to Agency are made. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount within 30 days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.
- 3.3 Media Buys.** Notwithstanding anything to the contrary herein, in accordance with the generally recognized principle that Agency will not be required to finance the advertising program of Client, the parties agree to the following billing and payment procedures for advertising space and time:
- 3.3.1** Agency is authorized to act on Client's behalf as Client's agent in contracting for advertising space and time in any media, solely upon receipt of an ATB from Client in accordance with Section 3.3.3. In connection therewith, Client hereby authorizes and agrees that, solely upon receipt of an ATB from Client in accordance with Section 3.3.3, Agency may contract with media on the basis of sequential liability, whereby Agency will be solely liable for payment to the extent that amounts have cleared from Client to Agency and Client will be solely liable to such third parties with respect to payments due such third parties to the extent that such amounts have not cleared to Agency. Media billing, based on estimated expenditures, and the timing of Client's payments shall be in such a way as to ensure that Client's payments will be received prior to the earlier of Agency's release of funds or Agency's guaranteed financial commitment to the media. Original media billing will be based on the cost of the media time or space ordered by Agency on Client's behalf with Client's written approval or delivery of an ATB and will be adjusted to actual amounts once the media invoices have been received and processed.
- 3.3.2** If Client does not use all the space, time or facilities for which Client originally authorized Agency to contract and if a higher "short rate" results, then Agency will bill Client on the basis of the additional amount due by reason of the rate differential; provided, however, that Agency will employ its commercially reasonable efforts to release the Client from any further financial obligation or minimize such obligation to the extent reasonably possible.
- 3.3.3** Agency will submit to Client an Authorization to Buy ("ATB") substantially in the form of **Exhibit A**, and solely upon Client's execution of the ATB, Agency will proceed to purchase advertising space and time as set forth therein.

4 Term; Termination.

- 4.1 Term.** This Agreement is effective as of the Effective Date first stated above and will continue in full force and effect until the date that is six months after the date hereof (the "Term"). Thereafter, the parties may elect to extend the Term on a month-to-month basis by written consent, for which email will suffice.
- 4.2 Termination for Convenience.** Either party may terminate this Agreement at any time for convenience upon 30 days' prior written notice to the other party.
- 4.3 Termination for Breach.** Either party may terminate this Agreement immediately if: (a) the other party suspends or terminates its business; (b) the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the other party commits a material breach of any of its obligations under this Agreement and has not cured such breach within 15 days after receipt of the notice specifying the nature of the breach.
- 4.4 Effect of Termination.** In the event of any termination of this Agreement by either party and for any reason, Client shall pay Agency for all Services performed and all expenses incurred in accordance with this Agreement through the effective date of termination. Services provided on a fixed-fee basis will be invoiced based on percentage of completion (which shall require a mutual determination by the parties, acting reasonably) and Services provided on a monthly fee basis shall be invoiced pro-rata based on the number of days elapsed. Any expenses to be incurred during the notice period will require Client's prior written approval (for which email will suffice). Following the expiration or termination of this Agreement or any Services for any reason, Agency shall provide to Client all Work Products created in connection therewith (whether completed or in progress); provided Client has paid Agency all outstanding, undisputed amounts.

- 5 Procurement of Third-Party Goods and Services.** Client may, with its prior written approval (for which email will suffice), authorize Agency to enter into contracts with third parties offering goods and services that are ancillary to but necessary for the Services, including without limitation technology partners, talent, media owners, data services, analytics services and research services ("Vendors"). With Client's prior written approval (for which email will suffice), Agency shall either (a) enter into Vendor contracts as an agent for a disclosed principal and Client assumes all liability under such Vendor contracts, or (b) pass-through or assign to Client the rights Agency obtains from the Vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable; provided, however, that Agency shall cause any such Vendor contract or a binding addendum or amendment thereto to expressly name Client as a third-party beneficiary of such contract with full powers of enforcement thereunder, in addition to Agency. Agency will use commercially reasonable efforts to guard against any loss to Client resulting from the failure or improper performance by Vendors, but Agency's liability in connection with such Vendors shall not under any circumstances exceed the amounts recoverable by Agency from such Vendors, it being understood that Client may elect to pursue additional remedies or recovery from Vendors beyond what Agency may recover.

6 Confidentiality.

- 6.1** Agency will treat as confidential and properly safeguard any information, documents, papers, programs, and ideas relating to Client, its operations, finances and products, disclosed to Agency or received by Agency concerning Client in the course of the Agency's performance of Services or

engagement hereunder, including any Work Products and any materials reflecting any such information ("Confidential Information"). Confidential Information includes, but is not limited to written, computerized, oral, and any other transmitted or identified information. Confidential Information shall not include information that (a) is generally available in the public domain other than as a result of an act or omission by Agency or any of its employees, agents, or independent contractors; (b) can reasonably be demonstrated by Agency to have been disclosed to Agency by a third party which is not under an obligation of confidentiality to Client; or (c) can reasonably be demonstrated by Agency to have been already known by Agency prior to the engagement contemplated by this Agreement free of any restriction at the time it is obtained. Agency acknowledges that the Confidential Information is proprietary and confidential, and that the disclosure by Agency of any such Information, beyond Agency and its employees, agents, or independent contractors which reasonably need to know such Information in connection with the provision of the Services, is not authorized. Agency will not, and Agency will cause its employees, agents, and independent contractors not to, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any Confidential Information that was disclosed to Agency in relation to the performance of Services. In the course of performing the Services, Agency may disclose Confidential Information as Client shall have approved in writing (for which email will suffice) for disclosure.

- 6.2** Agency will take all necessary and appropriate action to ensure that each of its employees, agents, or independent contractors who provides or is involved in the provision of Services, or otherwise receives or becomes aware of Information in connection with this Agreement or the provision of the Services, adheres to the confidentiality and use provisions of this Agreement. Agency agrees that it and its employees, agents and independent contractors will not disclose or use any Information, in any form, for any purpose other than to carry out the Services, without the express, written, and prior approval of Client except in accordance with Section 6.4.
- 6.3** Except as otherwise expressly set forth herein, the provisions of this Agreement, are confidential and shall not be transferred, communicated, or delivered to a third party by either party without the written authorization of the other party to this Agreement.
- 6.4** In the event either party is required by applicable law or regulatory requirement, a subpoena or other legal process to disclose information required to be treated by such party as confidential hereunder (whether such requirement applies to either party pursuant to Section 6.1, or to Agency in respect of Confidential Information) such required party shall: (i) if legally permitted, inform the other party of such requirement as soon as reasonably practicable; (ii) if legally permitted, cooperate with other party's efforts to request confidential treatment thereof (if requested by the other party); and (iii) only provide such information protected pursuant to Section 6.1 or such Confidential Information, as applicable, that is legally required.
- 6.5** Notwithstanding anything to the contrary herein, Agency may disclose Confidential Information of Client, including this Agreement and any SOW, as necessary for Agency to comply with applicable legal and regulatory requirements, including the US Foreign Agents Registration Act.
- 6.6** The parties agree that they shall consult with each other, and reasonably cooperate with each other, in each case to the extent legally permitted, in respect of any disclosure to, or communication, submission or filing with, any governmental authority or agency concerning the matters contemplated by this Agreement, including the Services.
- 6.7** Subject to applicable law, Client agrees to keep Agency's hourly rates and other fees confidential to the same extent and subject to the same terms and conditions as Agency's obligation with respect to Client's Confidential Information (including, without limitation, the exceptions set forth in clauses (a)-(c) of Section 6.1).

6.8 This Section 6 shall survive the termination or expiration of this Agreement and shall remain in full force and effect thereafter, including (without limitation) following the completion of Services.

7 Intellectual Property.

7.1 Ownership. Subject to Client's payment of all undisputed amounts owing to Agency, Client shall be sole owner of all rights in and to any and all works of authorship, reports, publications, documentation, graphics, audiovisual works, images, recordings, copy, files, software, technology, designs, specifications, logos, slogans, proprietary indicia, content, and other materials created, generated, developed, or otherwise produced by or on behalf of Agency, whether alone or jointly with others, for Client or on Client's behalf ("Work Product"). All Work Products shall be works made for hire for the benefit of Client under the U.S. Copyright Act and all similar or equivalent laws of any other jurisdiction. If Client is not deemed to be the sole and exclusive owner of any Work Products, or if any Work Products do not qualify as works made for hire, then Agency hereby irrevocably and unconditionally assigns to Client all of Agency's right, title, and interest in and to such Work Products. Agency hereby irrevocably and unconditionally waives any rights it may have in or to any Work Products, including any rights that cannot be so assigned. Agency agrees to sign any additional documentation Client deems necessary to protect, perfect, register, or enforce its rights in and to the Work Products or to effectuate the assignment of rights to Client as set forth herein.

7.2 Third Party Materials. Notwithstanding anything in this Agreement to the contrary, Agency will provide Client with prior written notice of any third-party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, or any other materials, content, or services provided by Vendors as set forth in Section 5 ("Third-Party Materials") that Agency intends to incorporate into the Services or Work Products. Before incorporating any Third-Party Materials in any Services or Work Products, Agency shall: (a) disclose all limitations on such Third-Party Materials to Client in writing; and (b) use its commercially reasonable best efforts to secure for Client all rights and licenses, or exceptions to applicable limitations, as are necessary for Client to use such Third-Party Materials in connection with the applicable Services and Work Products. If Agency cannot secure such rights, licenses, or exceptions for Client, it shall not incorporate into any Services or Work Products any such Third-Party Materials without obtaining Client's prior written consent (for which email will suffice), which may be withheld in Client's sole discretion. If Client provides its prior written consent to incorporate such Third-Party Materials in the Services or Work Products, Agency will use its commercially reasonable best efforts to assist Client in obtaining all rights, licenses, or exceptions necessary for Client to use such Third-Party Materials as incorporated into any Services or Work Products. If Client is unable to obtain such rights, licenses, or exceptions on terms acceptable to Client or for any other reason, Agency shall not incorporate such Third-Party Materials into the Services or Work Products, and will identify alternative Third-Party Materials for Client to consider.

7.3 Agency Materials. Notwithstanding anything in this Agreement to the contrary, Agency retains ownership of all: (a) materials owned by Agency prior to, or independent from, the performance of Services under this Agreement, and all modifications thereof, and (b) any generic information, ideas, concepts, know-how, methodologies, software, applications, processes or procedures created or developed by Agency and/or used by Agency in the general conduct of its business; provided that, none of the foregoing (in either case of subsections (a) or (b)) include or are based on any of Client's Confidential Information ("Agency Materials").

- 7.4 License to Agency Materials.** Subject to Client's payment of all amounts not subject to a good faith dispute, Agency hereby grants Client a fully-paid, irrevocable, perpetual, transferable, sublicensable (including through multiple tiers), royalty-free right and license to use the Agency Materials incorporated into the Services or Work Products as is necessary to exploit such Services or Work Products.
- 7.5 Marks.** At Client's request and upon agreement by Agency, Agency may create, develop or otherwise provide taglines, slogans, logos, designs or product/brand names ("Marks") to Client. Agency shall be responsible for searching the first five pages of Google to uncover prior use or disputes, in connection with any names, taglines, slogans or product/brand names. At Client's request and expense, Agency may also engage a third-party provider to conduct preliminary or full trademark searches for any Marks; it being understood that Client is and remains solely liable for determining whether to utilize or register any Marks. Notwithstanding anything herein to the contrary, Client shall own the right, title, and interest in and to the final, selected and paid for Marks. Agency shall be permitted to utilize any Marks prepared and proposed by Agency but rejected by Client. Agency shall have no indemnification obligation with respect to Client's use of a Mark, and Client shall indemnify Agency for any claims related thereto.
- 7.6 Representations and Warranties.** Agency hereby represents and warrants to Client that: (a) it has obtained, and will maintain, all rights, authorizations, consents, releases, approvals, and licenses necessary to grant Client all rights and licenses in and to: (i) the Work Products and Agency Materials; and (ii) subject to Section 7.2, the Third-Party Materials; (b) the Work Products, and Client's use thereof in a manner not inconsistent with the terms of this Agreement or as otherwise agreed by the parties hereto, do not and will not infringe, misappropriate, or otherwise violate the rights of any third party, including any intellectual property, proprietary, or privacy rights; and (c) Agency's use of any AI Tool (as defined below), including any that are proprietary to Agency, will comply with the terms and conditions of this Agreement, including as set forth in Section 7.8, except that no representation and warranty is made with respect to Marks or any patent that covers a common technology, method, invention or practice that is in widespread use prior to the date of such patent infringement claim and is not a patent about which Agency was aware, or should reasonably have been aware prior to the claim of infringement ("Common Patents").
- 7.7 Publicity.** Agency may not, without Client's prior written consent, in each case: (a) disclose the identity of Client as a customer of Agency, except in accordance with Section 6.4; (b) use any of Client's trademarks, service marks, trade names, logos, symbols, brand names, or other proprietary indicia; or (c) refer to or identify Client in any advertising, publicity releases, or promotional or marketing publications or other correspondence to third parties.
- 7.8 Artificial Intelligence.** Agency agrees that it will not upload or disclose any of Client's Confidential Information or other data to any artificial intelligence tool, application, model, algorithm, or other system, including those that generate content, texts, images and/or multimedia ("Tool"), without Client's prior written consent. If Client provides such prior written consent, Agency agrees that it will ensure that the approved AI Tool does not train on Client's confidential information or other data, and does not enable Client's Confidential Information or data, or other information concerning Client and its operations, to be visible to any third party outside of Agency. In connection with its provision of the Services and Work Products, Agency agrees that it will (a) use AI Tools only in accordance with the laws, rules, and regulations, and terms, conditions, and licenses applicable to such AI Tools; and (b) disclose to Client any Services or Work Products performed with the assistance, or created through the use, of any AI Tool. Notwithstanding the foregoing, Agency may, without obtaining Client's prior written consent, use industry-standard software routinely used to complete day-to-day business tasks, including,

without limitation Microsoft Outlook, Word, Excel and PowerPoint, and other anti-malware and anti-virus software; cybersecurity tools; databases; spam-filtering; spell-checking; spreadsheets; provided that, Agency complies with all other restrictions and obligations relating to AI Tools as set forth in this Section 7.8.

8 Non-Solicitation. During the Term and for 6 months after, neither party shall solicit (whether as employee or consultant) any employee of the other party with whom such party interacted in connection with the Services or this Agreement without the other party's prior written consent. If a party solicits and hires an employee of the other party during that period without the other party's prior written consent, the hiring party agrees to pay the other party a fee calculated as 30% of that person's new annual salary and any other compensation. For the purposes herein, "solicit" does not include broad-based recruiting efforts, including without limitation help wanted advertising and posting of open positions on a party's internet site.

9 Client Obligations. Client shall: (a) use commercially reasonable efforts to provide Agency with accurate and complete information concerning Client's organization; (b) obtain for Agency the right to use (for purposes of performing the Services) any materials provided to Agency by Client, to the extent any such right needs to be obtained; and (c) comply with all laws and regulations applicable to Client's business.

10 Indemnification.

10.1 Agency Indemnity. Except to the extent a claim is subject to Client's indemnity obligation in Section 10.2, Agency shall indemnify and hold Client, its affiliates, its and its affiliates' agencies and instrumentalities, and their respective managers, officers, directors, employees, agents, and all such parties' successors and assigns ("Client Parties") harmless from and against all losses, damages, liabilities, claims, demands, lawsuits, actions, subpoenas, discovery requests, costs and expenses, including reasonable attorneys' fees and costs ("Losses"), arising from or related to:

- (a) the Work Product, to the extent the claim alleges infringement of trademark (excluding claims related to Marks), copyright or other intellectual property rights (excluding Common Patents), piracy, or plagiarism, libel, slander, defamation, idea misappropriation or invasion of rights of privacy, except for any such Claims which are based upon materials or information supplied by Client to Agency (to the extent unmodified by Agency);
- (b) Agency's willful misconduct or negligent acts and omissions;
- (c) Agency's breach of this Agreement; or
- (d) Agency's violation of applicable law.

10.2 Client Indemnity. Except to the extent a Claim is subject to Agency's indemnity obligation in Section 10.1, Client shall indemnify, and hold Agency, its officers, directors, employees, agents, and their successors and assigns ("Agency Parties") harmless from and against any Losses arising from or related to:

- (a) information or materials provided to Agency by Client or at the direction of Client and used by Agency in accordance with Client's instructions;
- (b) Client's use of any Third-Party Materials in violation of the terms and conditions set forth in the applicable agreements (so long as, prior to Client's receipt of the Third-Party Materials, Client was provided with reasonably detailed prior written notice of the terms and conditions in such applicable agreements it is alleged to have violated);

(c) Client's violation of applicable law in connection with actions taken under this Agreement;

(d) Client's willful misconduct or negligent acts and omissions; or

(e) Client's breach of this Agreement.

10.3 Indemnification Procedures. Subject to Section 10.3.4 (with respect to Sections 10.3.1-10.3.3):

10.3.1 Upon the assertion of any claim or the commencement of any suit or proceeding against either party ("Indemnitee") that would reasonably be expected to give rise to liability of the other party ("Indemnitor") hereunder, the Indemnitee shall, on a reasonably prompt basis, notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection; provided, however, that (i) no delay on the part of an Indemnitee in so notifying the Indemnitor will relieve any Indemnitor from any of its obligations under this Section 10 unless (and then only to the extent that) the Indemnitor is materially prejudiced by such delay, (ii) the Indemnitor shall not have the right to defend or settle any claim that involves, or arises in connection with, a criminal action or that seeks an injunction or other equitable relief against the Indemnitee, and (iii) the Indemnitor shall only be entitled to settle a claim which involves monetary payment that is borne in full by the Indemnitor.

10.3.2 The Indemnitee shall have the right to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

10.3.3 The Indemnitee shall, to the extent permissible under law, make available to the Indemnitor all books and records relating to the claim the parties agree to use commercially reasonable efforts to render to each other such assistance as may reasonably be requested to pursue a proper and adequate defense.

10.3.4 Notwithstanding the foregoing, the Indemnitee shall not be required to notify or disclose any information to the Indemnitor if such notification or disclosure would, based on the reasonable advice of counsel, result in a waiver of any attorney-client or other legal privilege (after taking into account any common interest, joint defense or similar agreement that could be entered into) or contravene any applicable law.

10.4 Survival. This Section 10 shall survive the termination of this Agreement.

11 Limitation of Liability. EXCEPT FOR THE INDEMNITY OBLIGATIONS HEREUNDER, (I) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS UNDER ANY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES; AND (II) THE MAXIMUM AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER FOR CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED FIVE (5) TIMES THE TOTAL AMOUNT OF ALL FEES PAID TO PROVIDER (EXCLUDING AMOUNTS PAID TO SUBCONTRACTORS AND OTHER THIRD PARTIES); PROVIDED, HOWEVER, THAT THE LIMITATION ON LIABILITY SET FORTH IN THIS CLAUSE (II) SHALL NOT APPLY TO AMOUNTS FOR WHICH A PARTY MAY BE LIABLE HEREUNDER ARISING FROM CLAIMS FOR FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, AS TO WHICH NO LIMITATION ON LIABILITY SHALL APPLY. THIS SECTION 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 12 Standard of Performance.** Agency will provide the Services to the best of its ability and in accordance with this Agreement, it being understood and agreed that Agency cannot assure or control the use of materials once disseminated. Agency does not stipulate or guarantee specific or overall results or returns from public relations, publicity, research, or any other activity performed by Agency. Agency shall perform the Services in a competent manner, in good faith and in accordance with the level of professional care customarily observed by skilled professionals rendering similar services as provided hereunder. Both parties shall comply with all applicable law in connection with their performance under this Agreement.
- 13 Taxes.** Client shall be solely responsible to pay all taxes, however designated and of whatever nature, that are levied or imposed by reason of the transactions contemplated by this Agreement, including, without limitation, all sales, use, transfer, privilege, excise and other taxes, duties, or surcharges, whether international, national, state, or local, excluding, however, taxes based on Agency's income.
- 14 Force Majeure.** Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's reasonable control and without the fault or negligence of such party claiming relief upon the prompt giving of notice to the other party (the "Unaffected Party") detailing such force majeure event and its anticipated duration, including without limitation changed restrictions of law or regulations, labor disputes, acts of God, acts of terrorism or war, pandemics, endemics, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns. A party shall only be relieved of its obligations in respect of the foregoing upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration. Each party agrees to use commercially reasonable efforts to resume the Services at the earliest possible time following a force majeure event.
- 15 Miscellaneous.**
- 15.1 Representations.** Each party represents and warrants to the other party that (i) if it is a legal entity, it is duly organized, validly existing and in good standing in the jurisdiction in which it is organized, (ii) the execution and delivery of this Agreement has received all necessary approval, and it is under no impediment or limitation that would render it to be without legal authority to enter into a contract, (iii) the person signing below has full legal signature authority to execute this Agreement, and that such person is duly authorized to bind said legal entity, and (iv) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the Agreement's terms.
- 15.2 Governing Law.** Any controversy or claim arising out of or related to this Agreement shall be governed by the substantive laws of the State of New York without regard to its conflict of law rules and shall be heard by a court of competent jurisdiction within New York, New York. Both parties irrevocably agree to the exclusive jurisdiction of the state and federal courts located in New York, New York for any dispute related to or arising from this Agreement.
- 15.3 Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.
- 15.4 Notice.** All notices required under this Agreement shall be in writing and signed by the party delivering such notice and delivered to the Client and the Agency at their respective

addresses set forth on the first page, or via email (with non-automated confirmation of receipt). Any notice delivered by Client shall also be sent to: The Interpublic Group of Companies, Inc., 909 Third Avenue, New York, NY 10022, Attn: General Counsel; legalnotice@interpublic.com. Approvals may be provided via email.

- 15.5 Entire Agreement; Severability.** This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. This Agreement may only be modified in a writing signed by the parties hereto. If any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
- 15.6 Execution.** This Agreement may be executed by electronic signatures and/or in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement.
- 15.7 Assignment.** This Agreement shall inure to the benefit of and be binding upon Agency and Client and their respective successors and permitted assigns. Client shall not assign this Agreement or any of its rights or delegate any of its duties hereunder without the prior written consent of Agency. Agency may assign this Agreement to a successor in interest in connection with a sale of all or substantially all of the equity or assets of Agency, or to the successor to all or substantially all of Agency's business in a merger, reorganization or restructuring of Agency, in each case without the consent of Client, but in such event Agency shall provide Client with prompt written notice at least thirty (30) days in advance of any such assignment. Any attempted assignment or delegation in violation of this Section 15.7 shall be void ab initio.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Ministry of Finance of the State of Israel

IPG DXTRA, Inc., d/b/a Weber Shandwick

By

Gil Cohen
Senior Deputy Accountant General

By

Seth Brett

Printed Name

Victoria Selin

Printed Name

VP Finance

Title

ויקטוריה סלין
חשבת במירה
מטה חשב כללי

Title

Date

9/2/25

Date

12/30/25

Appendix 1

List of Initial Projects

- I. Investor Relations Counsel
- II. Institutional Investor Trends and Analytics
- III. MOF Content and Brand Asset Development
- IV. Global Macroeconomic Trends and Analytics

Exhibit A
ATB



ATB blank form.xls