

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 in print and 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 Robert Goetsch	2. Registration Number 7485
---	--------------------------------

3. Primary Address of Registrant
 20500 Stone Fox Ct, Leesburg, VA 20175

4. Name of Foreign Principal Combatica LTD	5. Address of Foreign Principal 15 Halapid st Petah Tikva, Israel ISRAEL 4925829
---	---

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:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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.
development and sales of virtual and augmented reality combat training devices and software

b) Is this foreign principal:

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

privately held, limited corporation (<https://www.kycisrael.com/companies/516309820/combatica-ltd/>)

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
10/30/2024	Robert Goetsch	<input data-bbox="886 405 954 443" type="text" value="Sign"/> /s/Robert Goetsch
_____	_____	<input data-bbox="886 489 954 527" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 611" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 695" type="text" value="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

10/23/2024 Robert Goetsch Robert Goetsch

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 in print and 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

Robert Goetsch

2. Registration Number

7485

3. Name of Foreign Principal

Combatica LTD

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, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/30/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Thoth LLC will represent Combatica LTD to US Government (and State/local) Agencies in order to obtain contractual agreements in exchange for a finder fee.

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

consulting and making introductions to USGOV agencies, and representing Combatica LTD at meetings with USGOV agencies.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

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, such as 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
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ 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
---------------	-----------	---------	-----------------------

13. During the period beginning 60 days prior to the obligation to register⁴ 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
------	-----------	---------	-----------------------

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
10/30/2024	Robert Goetsch	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Robert Goetsch
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="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

10/23/2024 Robert Goetsch Robert Goetsch

FINDER AGREEMENT

THIS FINDER AGREEMENT (this "**Agreement**") is entered into on October 30, 2024 (the "**Effective Date**") by and between **Combatica Ltd.**, a company incorporated and existing under the laws of the State of Israel ([REDACTED]) having its address at 15 Halapid St. Petah Tikva 4925829, Israel (the "**Company**") and **Thoth Technologies LLC**, with address at **20500 Stone Fox Ct, Leesburg VA 20175** (the "**Finder**"). Each of the Finder and the Company shall be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Company desires to find potential partners, and the Finder represents to the Company that he has the experience, know-how, willingness, ability and pre-requisite connections and contacts with potential Partners for the Company, so as to provide the services subject matter hereof; and

WHEREAS, based on the foregoing, the Company desires to retain the services of the Finder, as independent contractor, for this purpose, and has agreed to use the Finder's services to introduce the Company to pre-approved potential partners, all subject to the terms and conditions set forth below.

FOR CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Finder do hereby contract, covenant and agree as follows in connection therewith:

1. **Finder Services**

1.1 The Company hereby engages the Finder, on a non-exclusive basis, and the Finder hereby accepts such engagement, to act as the Company's non-exclusive finder with respect to Potential Partners (as hereinafter defined).

1.2 The Finder agrees to introduce the Company solely to the potential partners listed in Exhibit A to this Agreement, which Exhibit A may be updated, from time to time, by mutual agreement of the Parties ("**Potential Partners**") *provided, however*, that if the Company has not executed a commercial agreement ("**Commercial Agreement**") with such a Potential Partner within 24 (twenty four) months from the date the Potential Partner has been listed in Exhibit A, the Potential Partner shall automatically be removed from Exhibit A (unless the Parties mutually agree otherwise in writing) and the Finder shall not be entitled to receive any compensation or fee from the Company with respect to such Potential Partner.

1.3 The Finder represents and warrants that: (i) he has the full power and authority to consummate the transaction contemplated under this Agreement, (ii) the performance of this Agreement by the Finder, does not and shall not violate the provisions of any applicable law nor any regulation or directive that applies to the Finder or his performance of this Agreement, and will not result in any breach of, or constitute a default under, any agreement, obligation or instrument to which the Finder is a party or under which the Finder is bound; and (iii) The Finder will only approach Potential Partners for whom an engagement with the Company is suitable.

1.4 The Finder is an independent contractor of the Company and neither he nor his personnel (to the extent applicable) shall be considered agents, representatives, partners or employees of the Company for any purposes whatsoever. The Finder (and any of his representatives) shall have no power or authority (signatory or otherwise) to pledge or attempt to pledge or to make any representation, contract or commitment on behalf of the Company or to bind or obligate the Company in any manner or for any purpose. The Finder will, however, be entitled to inform Potential Partners that they have been retained by the Company for the purpose of making the introduction hereunder. The Finder's activities will be limited to introducing the Potential Partners to the Company, assisting the Company in preparations to meeting with Potential Partners, participating at key meetings (at the request of the Company), and follow-up calls and meetings with respect to the foregoing (at the request of the Company) (collectively, the "**Services**").

1.5 The Finder will not undertake any additional activities on behalf of the Company or the Potential Partners in connection with a potential transaction between the Company and any Potential Partners. The Company will have the full and sole discretion regarding whether or not to enter into any agreement with

Potential Partners. The Finder waives any claim or demand with regard to failure or refusal of the Company to enter into any proposed partnership with a Potential Partner. The Company shall have the authority to control all discussions and negotiations regarding any proposed partnership with a Potential Partner. The Company's sole obligation under this Agreement will be to pay the Finder the Compensation (as detailed below), contingent upon fulfillment of the terms contemplated herein, and in no event will Company be liable to Finder for any business expenses, loss of profits, or incidental, indirect or consequential damages.

2. Written Approvals

2.1 The Finder acknowledges that nothing in this Agreement shall be construed to prevent the Company from, directly or indirectly, seeking prospective partners on its own or through the efforts of others. Therefore, to insure that there is no overlap among the Finder's effort and the Company, the Finder shall not contact any potential third party partners unless he has first (i) identified such third party partner in writing to the Company, and (ii) received the Company's prior written consent to approach such third party partner, at the Company's sole discretion (following which, such third party partner shall be added to Exhibit A and shall be deemed a 'Potential Partner'). If the Finder does not receive written approval by email for the third-party partner named to be eligible for compensation, the Finder shall not approach such a third party partner and shall not be entitled to receive any compensation or fee from the Company under this Agreement or otherwise with respect to such third party partner.

2.2 Unless and until the Company notifies Finder otherwise, Erel Herzog shall be the Company's representative designated by the Company to provide any written approvals pursuant to this Agreement.

3. Compensation

3.1 During the Term (as hereinafter defined), the Finder shall be entitled to receive the following compensation (the "**Compensation**") on any Revenues (as defined below) actually received by the Company from any sales of its products or services to a Potential Partner with whom the Company shall engage during the Term of this Agreement (as defined in Section 5.1 hereunder), pursuant to a Commercial Agreement to be entered into between the Company and the Potential Partner as a result of the Finder's Services:

(i) The Finder shall be entitled to eight percent (8%) of the Revenues actually received by the Company during the first thirty six (36) months period following the execution of a Commercial Agreement with a Potential Partner.

(ii) "**Revenues**" shall mean the total dollar amounts of revenue actually received by the Company from a Commercial Agreement (entered into with a Potential Partner during the Term, as a result of the Finder's Services), *less* discounts, refunds, returns and taxes.

3.2 The Compensation will be paid against a valid invoice within thirty (30) days following the month in which the Revenues are actually received by the Company from the Potential Partner. Should the revenue be paid to the Company in installments according to a certain time schedule or contingent upon the occurrence of certain milestones, the Compensation shall be paid to the Finder and be contingent upon completion of each respective milestone and actual receipt of the payment by the Company.

3.3 The Company will reimburse the Finder's reasonable pre-approved out-of-pocket expenses in connection with the Services, including travel expenses, provided hereunder, in accordance with the Company's expense reimbursement policies as in effect from time to time, as long as such expenses have been pre-approved by the Company in writing.

3.4 The Compensation, provided for in this Section 3 shall be the sole and complete compensation which the Finder, or any other person or entity the Finder is in any way affiliated with, shall be entitled to in connection with the transactions contemplated by this Agreement.

3.5 The Finder shall be responsible for payment of any and all taxes resulting from any compensation provided hereunder.

3.6 In the event that any revenue obtained from a Potential Partner introduced by the Finder is subsequently repaid by the Company to the Potential Partner, the Finder shall be obligated to repay the Company any such Compensation paid to the Finder with respect to such revenue.

4. Proprietary Information and Intellectual Property Rights.

4.1 The Finder acknowledges that in the course of the business dealings, the Finder will have access to and contact with proprietary information of the Company ("**Proprietary Information**"). The Finder will not, during the term of this Agreement or for a period of five years thereafter, disclose to others or use for his benefit or the benefit of others, any Proprietary Information of the Company.

4.2 The Finder hereby undertakes: (i) to use the Proprietary Information for the sole purpose of performing this Agreement and for no other reason whatsoever, (ii) not to disclose, disseminate, publish or otherwise communicate Proprietary Information to any third party, other than to representatives of the Finder who have a need to know and have undertaken written obligations which are no less protective of the Proprietary Information than the Finder's obligations hereunder, (iii) not to analyze, decompile, disassemble, reverse engineer nor permit any third party to do the same, any product or media which constitutes, contains or in any way embodies Proprietary Information, and (iv) to protect the Proprietary Information from misuse and disclosure using the same degree of care that it uses to protect its own proprietary information of a like nature, but in no event less than a reasonable degree of care.

4.3 For purposes of this Agreement, Proprietary Information shall mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) owned, possessed or used by the disclosing party, including, without limitation, any (i) trade secrets, inventions, know how, mask works, data, process, program, procedure, protocol, design, drawing, formula, test data, work in progress, engineering, improvements, discoveries, or other works of authorship; (ii) information regarding vendors, customers, research, developments, new products, marketing or selling, business plans, budgets, forecast, unpublished financial statement, budget, license, price, and costs, or (iii) information identified by the disclosing party in writing as confidential.

4.4 The Finder's obligations under this Section 4 shall not apply to Proprietary Information that the Finder can demonstrate through written evidence (i) has been published or is otherwise readily available to the public other than by breach of this Agreement; (ii) has been rightfully received from a third party without confidential limitations, or (iii) proved by written records that was known prior to its first receipt from the disclosing party. In the event that the Finder is required by law, regulation or court order to disclose any Proprietary Information, the Finder shall promptly notify the Company, allow it a reasonable time to oppose such process, disclose only such Proprietary Information as is legally required and use reasonable efforts to obtain confidential treatment for any Proprietary Information so disclosed.

4.5 For the avoidance of doubt, the Finder, nor any of his representatives, shall not have any right to or in any Intellectual Property Rights developed by the Company and/or on its behalf, including for the avoidance of doubt, any Intellectual Property Rights developed, created or conceived in connection with the Company's engagement with any Potential Partner or otherwise relating to the Company's business. "**Intellectual Property Rights**" shall mean all worldwide, whether registered or not (i) patents, patent applications and patent rights; (ii) rights associated with works of authorship, including copyrights, copyrights applications, copyrights restrictions; (iii) rights relating to the protection of trade secrets and confidential information; (iv) trademarks, logos, service marks, brands, trade names, domain names, goodwill and the right to publicity; (v) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (vi) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

4.6 The Finder's obligations with respect to the Proprietary Information and Intellectual Property Rights shall survive the termination of this Agreement.

5. Term and Termination

5.1 The term of this Agreement shall commence on the Effective Date and continue for a period of twelve (12) months following the Effective Date (the "**Term**"), unless terminated prior thereto at any time, by either the Company or the Finder, upon seven (7) days prior written notice thereof to the other Party.

5.2 In the event of (i) any breach the Finder's obligations under Sections 1.2, 1.3, 1.4, 1.5, 2 or 4 above, and/or (ii) any breach of trust by the Finder, the performance of any act by the Finder which may result in damaging the Company, or any other material breach by the Finder of this Agreement, the Company may terminate this Agreement effective immediately and shall have no further commitments to pay the Compensation, or Retainer to the Finder or otherwise.

5.3 Upon termination of this Agreement, for any reason whatsoever, the Finder shall immediately return to the Company, or destroy, at his discretion, any of the Company's Proprietary Information, or any other written information, technical data and documentation related to the Company, whether or not received from the Company.

6. Miscellaneous.

6.1 **Notices.** All notices, requests, reports, consents and other communications hereunder shall be in writing, and shall be delivered either (i) by hand, (ii) by e-mail or facsimile transmission, with a written acknowledgement of the recipient, (iii) by courier, or (iv) by registered mail, return receipt requested. Until changed by a written notice given by either Party to the other Party, the addresses of the Parties shall be as set forth herein.

6.2 **No Waiver.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the Parties, shall operate as a waiver of any such right, power or remedy of the Party. No single or partial exercise of any right, power or remedy under this Agreement by a Party, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such Party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

6.3 **No Assignment.** The Finder may not assign any of his rights or obligations under this Agreement without the prior written consent of the Company.

6.4 **Severability.** If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

6.5 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflicting provision or rule (whether of the State of Israel or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Israel to be applied. The courts of Tel Aviv-Jaffa shall have sole and exclusive jurisdiction with respect to any disputes among the Parties related to this Agreement.

6.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Finder Agreement on the date first written above.


Combatica Ltd.

By:  Signed by:
72C5EF8067B644B...

Name: *Erel Herzog*

Title: *Chief Strategy Officer*

Thoth Technologies LLC

By:  Signed by:
80FD50A3262646D...

Name: *Rob Goetsch*

Exhibit A

Potential Partners

Name of Potential Partner	Date