

OMNISTREAM LTD.

ARTICLES OF ASSOCIATION

THE COMPANIES LAW, 5759-1999

*Capitalized terms not otherwise defined in these articles of association (these "**Articles**") shall bear the meanings ascribed to them in the Companies Law, 5759-1999 (the "**Companies Law**").*

1. INTERPRETATION

1.1 Capitalized terms used in these articles shall bear the meanings ascribed to such terms as set forth in this article, unless inconsistent with the context:

"**Companies Law**" shall mean the Companies Law-1999, or any statutory re-enactment or modification thereof being in force at the time; and the Companies Ordinance (New Version)-1983, or any statutory re-enactment or modification thereof being in force at the time (to the extent still in effect according to the provisions of the Companies Law);

"**Company**" shall have the meaning set forth in Article 2;

"**Exempted Securities**" (i) shares (or options to purchase shares) issuable or issued to employees, consultants, officers, directors and service providers of the Company or any affiliate thereof pursuant to a share option plan approved by the Board at any time; (ii) securities issued in connection with any Recapitalization Event; (iii) securities issuable or issued pursuant to an agreement with a strategic investor; (iv) securities issued in the framework of a Public Offer.

"**New Securities**" securities of any kind or class of the Company, including shares of any class, options, warrants, convertible debentures or any rights to subscribe for, purchase or otherwise acquire shares of the Company of any class in any manner, provided, however, that New Securities shall not include Exempted Securities.

"**Public Offer**" shall mean an initial public offering of securities of the Company via a prospectus, on a stock exchange in Israel or a different country, or through a "over the counter trading".

"**Qualified Shareholder**" any shareholder holding at least five percent (5%) of the issued and outstanding share capital of the Company (on an as-converted basis).

"**Recapitalization Event**" means any event of share combination or subdivision, share split, share dividend, distribution of bonus shares or any other reclassification, reorganization or recapitalization of the Company's share capital and the like, where the shareholders retain their proportionate holdings in the Company.

"**Register of Shareholders**" shall mean the Register of Shareholders of the Company administered in accordance with Sections 127 and 130 of the Companies Law;

"**Transfer of Shares**" shall mean sale, assignment, endorsement, pledge or other transfer of shares held by a shareholder of the Company, directly or indirectly, whether through voluntary or involuntary transfer, whether for or without consideration.

2. NAME OF THE COMPANY

Name in Hebrew: **אומניסטרם בע"מ**

Name in English: **OMNISTREAM LTD.**

3. COMPANY OBJECTIVES

3.1 The objective of the Company is to engage in any lawful activity.

3.2 The Company may donate a reasonable amount of money for any purpose that the Board of Directors (the "**Board**") finds appropriate, even if the donation is not for business considerations

4. REGISTERED SHARE CAPITAL OF THE COMPANY

4.1 The registered share capital of the Company is NIS 1,000 (one thousand New Israeli Shekels) divided into 100,000 (one hundred thousand) ordinary shares, par value of NIS 0.01 each (the "**Ordinary Shares**").

4.2 The rights attached to the Ordinary Shares shall be equal and each Ordinary Share fully paid shall have the following rights:

4.2.1 the right to receive notices of Shareholders' meetings, to attend and vote at such meetings;

4.2.2 the right to have one vote in the Shareholders' meetings of the Company;

4.2.3 the right to participate *pari-passu* (pro-rata) with the other holders of Ordinary Shares or in the distribution of dividends (via cash, assets or via any other legal means) that the Company decides to distribute, and the right to participate, *pari-passu* (pro-rata) with the other holders of Ordinary Shares of the Company in any distribution of bonus shares that the Company decides to distribute;

4.2.4 The right to a return of capital upon liquidation of the Company, *pari-passu* (pro-rata) with other Ordinary Shares Shareholders.

4.2.5 The right to participate, *pari-passu* (pro-rata) with other holders of Ordinary Shares of the Company, in the distribution of surplus assets and funds upon liquidation of the Company that will remain after the Company paid to holders of Ordinary Shares of the Company all amounts paid on return of

capital.

5. SHARHOLDERS LIABILITY

5.1 The Shareholder's liability to the Company's obligations shall be limited to the payment of the par value of the shares held by such Shareholder, but not less than the par value of the shares held by him, except if the shares were allocated to him legally for less than their par value, in which case his obligation shall be limited to the unpaid [•] of par value of the allocated shares.

5.2 The Company shall not alter the liability of a shareholder or require a shareholder to acquire additional shares without express written consent.

6. EXCEPTIONS

6.1 The right to transfer shares is restricted in the manner hereinafter prescribed.

7. SHARES

7.1 Without derogating from the special rights of shareholders of the Company, if any are given, the Company may allot and issue shares with preferred rights or deferred rights or issue preferred shares from capital not yet issued, or issue shares with restricted rights or other special or voting rights shares, the cancellation of capital or other business, as shall be determined by the Company from time to time the General Meeting or in a Board of Directors resolution, as applicable.

7.2 The shares will be under the control of the Board of Directors, who may allocate them at its own discretion, in exchange for cash or other non-cash consideration, with such exceptions and conditions, whether for more than their nominal value, for their nominal value or (according to the provisions of the Companies Law) less than their nominal value and at such dates that the Board of Directors shall deem fit, with full authority to demand payment for such shares, which shall be at nominal value, or above nominal value, at such time and consideration as the Board of Directors shall deem fit, provided that such payment demand is issued to all shareholders.

7.3 If under the terms of the allocation of any share, the payment for the share shall be in whole or in part, in installments, then such installments shall be paid to the Company on the payment day thereof by the person who is the registered owner of the shares at that time, or by the Custodian or by someone who lawfully holds the share at that time.

7.4 Unless otherwise provided herein, the Company may consider the registered holder of any share as the absolute owner of such shares, and accordingly shall not be obligated to recognize any claim on the basis of equity or on any other basis in relation to such share or in relation to any benefit in it or arising from it by any other person, unless an order is given by a competent court or if required by law.

7.5 The Company may, subject to the provisions of the Companies Law, issue redeemable securities and redeem them.

8. OWNERSHIP OF SHARES, SHARE CERTIFICATES AND BEARER SHARES

- 8.1 A share may be jointly owned by several holders. A jointly held share shall be registered in the Register of Shareholders or in a bearer share certificate, as applicable.
- 8.2 Share certificates shall be issued in the Company's seal or stamp, and with the signature of a director or in any other manner as determined by the Board of Directors.
- 8.3 Each shareholder shall be entitled to receive one share certificate with respect to shares registered in his name in the Register of Shareholders, or if the Board of Directors approves (after settlement of the sum which the Board of Directors shall determine from time to time), multiple share certificates, each in relation to one or more of the shares registered in his name. Each share certificate shall specify the number of shares for which it was issued.
- 8.4 Share certificate registered in the name of two persons or more, shall be delivered to the person whose name appears first in the Register of Shareholders with respect to the joint ownership of such shares.
- 8.5 If a share certificate is defaced, lost or worn, it shall be possible to replace such share certificates for a fee, if imposed, and on such terms as to evidence and indemnity for damages, as the Board of Directors shall deem appropriate.
- 8.6 The Company may issue a bearer share certificate by name, for shares for which the allotment has been fully paid. When a bearer share certificate is issued as stated, the name of the owner shall be deleted from the Register of Shareholders.

9. TRANSFER OF SHARES

- 9.1 Any transfer of Shares, requires the approval of the Board of Directors, which may, in its own and absolute discretion, and without specifying any reason whatsoever, refuse to approve any transfer of shares.
- 9.2 No transfer of shares shall be registered unless a signed share transfer deed will be provided to the Company. A written share transfer deed shall be signed by the transferor and the transferee, and the transferor shall be deemed to remain the shareholder until the transferee's name is registered in the Register of Shareholders in relation to the transferred share.
- 9.3 A share transfer deed shall be made in writing in the form appearing herein below or such form as determined or acceptable by the Board of Directors:

Share Transfer Deed

The undersigned, _____ from _____ (the "**transferor**"),
transfer to _____ from _____ (the "**transferee**")
_____ shares, nominal value NIS ____ each of Omnistream Ltd, to
be held by the transferee, its administrators, executors, and assigns, under the

same terms that the Shares were held on the date of this Transfer Deed, and I/we, the transferee hereby agree(s) to accept the above shares on the terms stated.

In witness whereof, the undersigned today the ____ of month ____ year ____

The Transferor _____

The Transferee _____

9.4 the Board of Directors may

9.4.1 Suspend the registration of share transfers during the last fourteen days prior to a General Meeting.

9.4.2 Not recognize a share transfer deed until a share certificate the transferred shares is attached to it and any other evidence which the Board of Director shall require, on the basis of reasonable grounds, for the clarification of the right of the transferor to transfer the shares.

9.4.3 In the event that the Board of Directors refused to register the transfer of shares (or suspended the registration), the Company shall send a written notice to the transferor and the transferee informing the of the decision, within 14 days from the date the Board of Directors made such a decision.

9.4.4 Any share transfer deed shall be delivered to the Company's registered office for registration. A copy of the transfer deed will remain with the Company.

9.5 The Company shall only recognize the executors or administrators of a deceased Shareholder as the owners of the shares, or if there are no executors or administrators, the persons beneficially entitled thereto as lawful heirs of the deceased, In the event of the death of one or more joint holders, the surviving joint holder(s) alone, shall be recognized as being entitled to such shares.

9.6 The Company may recognize a receiver or liquidator appointed for any corporate Shareholders, or the receiver or trustee in bankruptcy of any individual Shareholder as being entitled to the shares registered in the name of such Shareholder.

9.7 The receiver of a share due to death, bankruptcy, or liquidation of a Shareholder, shall also be entitled to participate in dividends distribution and other rights applicable to that share, upon producing such evidence which the Board of Directors considered sufficient in regard to his rights; and until such time as he is registered as a Shareholder ,(if the Board of Directors required) he shall provide a written undertaking to indemnify the company for damages if it turns out in retrospect that he had no such right.

9.8 The receiver or liquidator of a Company in liquidation or trustee in bankruptcy or any formal receiver of an insolvent shareholder, upon producing appropriate evidence which the Board of Directors consider sufficient, indicating that he had the right to perform such role, or indicating his proprietary, may, with the consent of the Board of Directors (and the

Board of Directors may refuse to give such consent without giving any reason for the refusal) be registered as a Shareholder in respect of such shares, or may, considering the aforementioned sections regarding transfer of shares under these Articles, to transfer of such shares.

9.9 Any transfer of shares not in accordance with the provisions of these Articles shall be deemed invalid and void.

10. PRE-EMPTIVE RIGHT

10.1 Section 290(a) of the Companies Law shall not apply to the Company.

10.2 Until the consummation of the Public Offer, each Qualified Shareholder (an "**Offeree**") shall have the right to maintain its percentage of ownership of the issued and outstanding share capital of the Company (calculated on an as-converted basis) by purchasing a Pro Rata Portion (as defined in Article 10.2.2 below) of any issuance of New Securities by the Company, all in accordance with the following terms:

10.2.1 If the Company proposes to issue New Securities, it shall give each Offeree a written notice thereof (the "**Rights Notice**") of its intention to do so, describing in reasonable detail the number and class of New Securities to be issued, the price and the general terms upon which the Company proposes to issue them. Each Offeree shall have fourteen (14) business days from delivery of the Rights Notice (the "**Acceptance Period**") to agree to purchase all or any part of its Pro-Rata Portion of such New Securities, for the price and upon the general terms specified in the Rights Notice, by giving written notice to the Company setting forth the quantity of New Securities which the Offeree wishes to purchase (the "**Exercise Notice**"), provided that if the purchase by such Offeree is being effected prior to, or concurrently with such issuance of New Securities (rather than subsequent thereto) then such Offeree shall be obligated to consummate the purchase of such New Securities only if the Company consummates the sale of the balance of the New Securities, pursuant to the terms described in such Rights Notice.

10.2.2 The "**Pro Rata Portion**" of an Offeree shall be based on the ratio between the number of shares in the Company owned by such Offeree (calculated on as converted basis) and the shares owned by all shareholders (calculated on as converted basis) as of the date of the Rights Notice.

10.2.3 If the Offerees, in the aggregate, elect to purchase only a portion of the New Securities offered by the Company within the period specified in Article 10.2.1, then the Company shall have ninety (90) days after delivery of the Rights Notice to sell the unsold New Securities at a price not lower and upon general terms no more favorable to the purchasers thereof than specified in the Rights Notice. If the Company has not sold such New Securities within said ninety (90) day period, the Company shall not thereafter issue or sell any New Securities without first offering such securities pro rata to the Offerees in

the manner provided above.

10.2.4 An Exercise Notice delivered to the Company by an Offeree shall constitute a binding obligation of the exercising Offeree to purchase such number of New Securities set forth in the Exercise Notice under the terms of this Article 10. A failure by an Offeree to send an Exercise Notice within the Acceptance Period shall be deemed a waiver of its pre-emptive right under this Article 10.2.

11. GENERAL MEETING

- 11.1 The Company is not required to convene an annual General Meeting, except as required according to Section 60 of the Companies Law in order to appoint an Auditor.
- 11.2 Subject to the provisions of the Companies Law, the Company may adopt a General Meeting resolution without holding a General Meeting, as long as the resolution was accepted unanimously by all the shareholders entitled to vote in the General Meeting. Where such resolution was adopted, the resolution shall be recorded and all the Shareholders signatures shall be attached.
- 11.3 Subject to any provision hereof conferring special rights as to voting, or restricting the right to vote, every Shareholder shall have one vote for each share held by him of record according to the Register of Shareholders. A of the Shareholders resolution shall be deemed adopted if approved by the holders of a majority of the voting power represented at the General Meeting in person or by proxy and voting thereon.
- 11.4 Notice convening the General Meeting shall be sent in writing by the person convening the meeting. The notice shall specify the place and time of the meeting and shall specify the items on the agenda. The notice shall be given to each Shareholder, personally, by delivery to the address given, from time to time, by that Shareholder to the Company or to the e-mail address given to the Company as specified in Article 14 below. The notice shall be given to such shareholder no later than seven (7) days before the meeting is due to take place.
- 11.5 The Shareholders may hold a General Meeting using any means of communication, including conference calls, provided that all Shareholders participating can hear each other simultaneously. Each Shareholder participating in a meeting shall be deemed present at such General Meeting.
- 11.6 Any matter at discussion of the General Meeting shall not commence unless a quorum was present within half an hour of the scheduled start of the meeting. The quorum is the presence of a Shareholder, or Shareholders, holding (together) at least 75% (seventy five percent) of the voting rights.
- 11.7 If within half an hour of the time set for the General Meeting a quorum is not present (unless the General Meeting has been convened at the request of Shareholders, in which case the provisions of the Companies Law shall apply), the General Meeting shall be postponed by one week, to the same day, same time and place. Any matter of discussion of the postponed General Meeting shall not commence unless a quorum is

present within half an hour of the scheduled start of the meeting. For the postponed General Meeting, the quorum is the presence of a Shareholder, or Shareholders, holding (together) at least 50% (fifty percent) of the voting rights.

- 11.8 Subject to the provisions of the Companies Law, a Shareholder may vote in person or by proxy. With respect to the quorum requirement of the presence of a proxy shall be the recognized or, the presence of the Shareholder himself. A letter of proxy shall be in writing, and signed by the appointer appointment. The letter of proxy must be presented to the Chairman of the General Meeting before the General Meeting begins. A proxy need not be a Shareholder in the Company.
- 11.9 Voting by proxy in accordance with the letter of appointment would be valid even if the appointing Shareholder has died, became incompetent, or canceled the letter of appointment prior to the vote, unless a written notice has been received at the Company's office before the General Meeting, notifying the Company that the appointer has died, became incompetent, or canceled the letter of appointment.
- 11.10 When a Shareholder has appointed a proxy to vote in his name on a particular matter, only the proxy shall be entitled to vote on the same matter, and the appointing Shareholder shall not be entitled to vote on the same matter as long as the letter of appointment has not been canceled by written notice according to the above.
- 11.11 In the event that more than one shareholder is registered as holder of the share, the Company shall recognize the first registered Shareholder in the Register of Shareholders as representative of the remaining registered Shareholders, unless the Company was given a document signed by the majority of the registered owners of the share, or a court order, indicating the name of another registered Shareholder as representing the Shareholders.
- 11.12 The General Meeting may take over authority vested in other organs of Company, in relation to a particular matter or for a set period of time, subject to the provisions of the Companies Law.
- 11.13 The sections of the Articles pertaining to General Meetings shall apply, mutatis mutandis, to any class meeting.

12. BOARD OF DIRECTORS

- 12.1 The Board of Directors of the Company shall consist of at least one (1) director and not more than five (5) directors.
- 12.2 The members of the Board of Directors shall be appointed by the General Meeting.
- 12.3 The quorum required for meetings of the Board of Directors of the Company shall be the presence of all the directors of the board at the time, unless, a board meeting is convened and there is no quorum present, a second meeting, will be convened within seven (7) days and any number of directors present at the meeting shall be deemed the quorum of such Board meeting.

- 12.4 Each director shall have one (1) vote at a Board of Directors meeting. Board resolutions shall be passed by a majority vote of the directors present at the meeting and entitled to vote thereat.
- 12.5 The Board of Directors may from time to time elect one of its members to be the Chairman of the Board of Directors. The Chairman of the board shall conduct the meetings and sign the minutes of the meetings. The Chairman of the Board shall not, be entitled to a second or casting vote and his vote shall be casted as normal vote for all matters.
- 12.6 Each director may resign by sending a written resignation to the Chairman of the Board. The Chairman of the Board of Directors may resign by sending a written resignation to all members of the Board of Directors. Resignation notices under this subsection shall take effect at the end of three (3) days from the date of delivery to the Chairman of the Board or to the members of the Board, as applicable, or at an earlier date specified in the notice
- 12.7 In addition to the above, a director shall cease to serve as a director and his position shall become vacant upon the occurrence of one of the events set forth in Section 228(a) to the Companies Law, as well in the event of death of a director or considered mentally impaired or mentally ill by a competent authority.
- 12.8 Each director may at any time appoint a person to serve as an alternate director. A serving director or an already appointed alternate director of one director may also be appointed as an alternate director of another. A director who appointed an alternate director shall be entitled to cancel the appointment at any time. Appointment of an alternate director shall expire upon the expiration of the tenure of the director who appointed him. Any appointment and cancellation of the appointment of an alternate director shall be made by written notice to the Company.
- 12.9 Notice convening the board meeting shall be sent in writing by the person convening the meeting. The notice shall specify the place and time of the meeting and shall specify the items on the agenda. The notice shall be given to each board member, personally, by delivery to the address or e-mail address given, from time to time, by that board member to the Company. The convening notice shall be given to such board member no later than four (4) days before the meeting is due to take place.
- 12.10 The Board of Directors may, with the consent of all of the directors, convene a meeting without notice.
- 12.11 The Board of Directors may hold a meeting using any means of communication, including conference calls, provided that all board members participating can hear each other simultaneously. Each board member participating in a meeting shall be deemed present at the meeting of the Board of Directors.
- 12.12 The Board of Directors may adopt resolutions, without convening a meeting of the Board of Directors, provided that all directors then in office and lawfully entitled to participate in the discussion on the proposed matter and to vote thereon have given

their written consent not to convene a meeting on such matters. Minutes of such resolutions, including the resolution not to convene a meeting, shall be signed by the Chairman of the Board, and if there is no Chairman of the Board, the Director who initiated the resolution.

13. SIGNATORY RIGHTS

- 13.1 The Board of Directors shall determine the authorized signatory rights on behalf of the Company, and may appoint for that matter anyone who is not serving as a director of the Company, as well as determine the form of the signature rights and the amounts in relation to which the signatures of the authorized signatory, shall bind the Company.

14. NOTICES

- 14.1 The Company may give notice to any Shareholder to his registered address, as it appears in the Register of Shareholders, by personal delivery or by sending to the registered address via registered mail, facsimilia or e-mail.
- 14.2 All notices regarding jointly held shares, shall be delivered to the person who's name is registered first in the Register of Shareholders, and such notice shall provide a sufficient notice to all such shareholders.
- 14.3 Any notice which was sent by registered mail shall be deemed to have been delivered within three (3) business days from the day it was delivered to the post office for delivery, or with the delivery of confirmation by personal delivery or with the return receipt mail delivery if sent by fax or e-mail on a business day (or within one (1) business day if sent by fax or e-mail not on a business day).
- 14.4 If a person became entitled to a share by law, a transfer or other means, each notice for such share which was sent properly to the name registered in the Register of Shareholders, shall be considered as sent to such person.
- 14.5 Failure to submit a notice to a Shareholder of a General Meeting inadvertently or failure to receive such notice by the Shareholder would not in itself affect validity of any resolution adopted at such meeting.

15. RELEASE, INSURANCE AND INDEMNIFICATIONS

- 15.1 Subject to the provisions of any law, as may be from time to time, the Company shall be entitled to release, in advance, an officer from all or any part of the liability or expense incurred or imposed due to an act by virtue of being an officer of the Company, as follows:
- 15.1.1 Financial liability imposed on him for the benefit of another person pursuant to a judgment, including a judgment given in respect of a settlement or an award approved by the court;

15.1.2 Reasonable litigation costs, including attorney's fees, incurred by an officer following an investigation or proceeding conducted against him by the competent authority to conduct an investigation or proceeding, which ended without any charges against him and without imposition on him of any financial liability as an alternative to criminal proceedings, or ended without an indictment against him but with a financial liability as an alternative to criminal proceedings for an offense does not require proof of criminal intent or in connection with a financial sanction; In this paragraph;

"Conclusion of a proceeding without filing an indictment in a matter in which a criminal investigation has been instigated" shall mean the closure of a case under Section 62 of the Criminal Procedure [Consolidated Version], Law-1982, or a stay of proceedings by the Attorney General under section 231 of the Criminal Procedure [Consolidated Version], 1982;

"Financial liability in lieu of a criminal proceeding" - a financial liability imposed by law as an alternative to criminal proceedings, including administrative penalty under the Administrative Offences Law, 1985, a fine for an offense defined as an infraction under the provisions of the Criminal Procedure Act, a financial sanction or penalty;

15.1.3 Reasonable litigation costs, including attorney's fees, incurred by the officer or imposed by a court proceeding filed against him by the Company or on its behalf or by another person, or a criminal charge in which he was acquitted, or in a criminal indictment in which he was convicted of an offense does not require proof of criminal intent.

15.1.4 Any other situation which the Companies Act permits a company to indemnify an officer for.

15.2 The Company may undertake in advance to indemnify an officer with relation to any of the following:

15.2.1 As specified in Article 15.1.1, provided that the undertaking to indemnify shall be limited to events which the Board of Directors considered to be expected in light of the Company's activity at the time of the undertaking as well as the amount or criteria that the Board of Directors determined to be reasonable under the circumstances, and provided that the undertaking to indemnify shall state the events that the Board of Directors considered to be expected in light of the Company's activity at the time of the undertaking as well as the amount or criteria that the Board of Directors determined to be reasonable under the circumstances;

15.2.2 As specified in Article 15.1.2, 15.1.3 or 15.1.4 of this Article of Association;

15.3 Subject to the provisions of the Companies Act, the Company may indemnify an officer retroactively.

15.4 Subject to the provisions of any law, as may be from time to time, the Company may exempt an officer of the company from liability, in whole or in part, for damages due to breach of duty of care, except for the breach of duty of care with regard to the distributions.

15.5 The foregoing does not limit in any way the Company regarding the purchase of insurance and / or indemnification;

15.5.1 In relation to people who are not officers, including employees, agents, contractors or consultants of the Company; and/ or

15.5.2 With respect to each officer if insurance and/ or indemnification is not specifically and explicitly prohibited by the Companies Law.

15.6 Subject to the provisions of any law, as may be from time to time, the Company may enter into a contract to insure the liability of directors and officers in respect of a liability imposed on him for an act done by virtue of being an officer of the Company, with respect to any of the following:

15.6.1 Breach of duty of care - as defined in Section A in the third part of the sixth chapter of the Companies Law – to the Company or to any other person.

15.6.2 Breach of fiduciary duty - as defined in Section B of the third part of the sixth chapter of the Companies Law – to the Company provided that the officer acted in good faith and had reasonable grounds to believe that the act will not affect the benefit of the Company.

15.6.3 Financial liability imposed on him in favor of another.

15.6.4 All other situation whereby the company can insure and indemnify an officer.

16. AUDITOR

16.1 Appointment of an auditor shall be for a period to be determined by the General Meeting in which he was appointed, provided that the period does not extend beyond the third annual General Meeting following the meeting in which he was appointed. An Auditor leaving office is eligible to be re-appointed as the auditors. Nothing in this section shall be construed to require the Company to appoint an auditor in the case, and as long as the company is not active (as defined in Section 158 (a) of the Companies Law) and the General Meeting determined that it shall not appoint an auditor.

16.2 The remuneration of the auditor, whether for activities relating to the audit, or additional services, shall be determined by the Board.