

**EXHIBIT O - TRAFFIC SURVEILLANCE AND CONTROL SYSTEM-
AGREEMENT**

UNILATERAL CONFIDENTIALITY UNDERTAKING ("NDA")

[Please complete], a company organized and existing under the laws of [Please complete], with an address at [Please complete] ("Recipient"), hereby undertakes towards Ayalon Highways Company Ltd. ("Disclosing Party") the undertakings set forth below,

Whereas This NDA is an integral part of the Traffic Surveillance and Control System Agreement ("**Agreement**") and capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement; and **Whereas** Recipient is aware that Disclosing Party may disclose, from time to time, Confidential Information (as such term is defined hereunder), to Recipient, pertaining to the subject matter of the Tender, Project and/or the Agreement, for the purpose of fulfilling Recipient's obligations under the Agreement ("**Purpose**"), and other information deemed by Disclosing Party as being Confidential Information; and **Whereas** The Disclosing Party would like to protect the confidentiality of, maintain its respective rights in, and prevent the unauthorised use and disclosure of such Confidential Information, **Now therefore** Recipient hereby undertakes as follows:

1. **Confidential Information.** Recipient agrees that all information disclosed by the Disclosing Party, or obtained by Recipient in connection with the Purpose, whether oral, visual or in writing, including but not limited to, all pricing, specifications, formulas, prototypes, computer programs (source and/or object code) and any and all records, data, ideas, methods, techniques, processes and projections, plans, marketing information, materials, financial statements, memoranda, analyses, notes, legal documents and other data and information (in whatever form), as well as improvements, patents (whether pending or duly registered) and any know-how related thereto, relating to the Disclosing Party, its agents and/or contractors and information learned by the Recipient from the Disclosing Party through the inspection of the Disclosing Party's property, that relates to Disclosing Party's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, the terms and conditions of this NDA will be considered and referred to collectively in this NDA as "**Confidential Information**". Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Recipient; (ii) Recipient can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) Recipient rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of confidentiality or this undertaking; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; *provided, however*, that Recipient shall make the best effort to provide prompt notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Disclosing Party retains all right, title and interest in and to the Confidential Information and all improvements, enhancements and derivatives thereof and all Intellectual Property Rights thereto, all of which is and shall continue to be exclusively owned by Disclosing Party and no right or license therein are granted to recipient hereunder.
2. **Non-Disclosure and Non-Use of Confidential Information.** Recipient agrees to accept and use Confidential Information solely for the Purpose. Recipient will not disclose, publish, or disseminate Confidential Information to a third party other than those of its employees with a need to know, bound in writing by the terms hereof and further agrees to prevent any unauthorised use, disclosure, publication, or dissemination of Confidential Information and ensure that such Recipient's employees fully perform the duties and obligations hereunder, and to this end such party shall obtain appropriate written agreements with its employees, but in any event the Recipient agrees to be responsible for any use or disclosure of Confidential Information of any of its said employees. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorised representative of the Disclosing Party in each instance. In performing its duties and obligations hereunder, Recipient agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, Recipient agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorised representative of the Disclosing Party.

3. **Compliance with Law.** Recipient hereby undertakes to comply at all times with Israeli Law, including without limitation the provisions of the Protection of Privacy Law, 5741-1981, all regulations promulgated thereunder, all standards, guidelines and regulations of the National Cyber Bureau and/or the Israeli, Law, Information and Security Authority and/or the Ministry of Transportation and Road Safety (including without limitation the Emergency, Security, Information and Cyber departments) and other government authorities in respect of privacy, cyber and data security. In the event that Recipient will have access to any personally identifiable information, Recipient shall comply with the Guidelines on the Use of Outsourcing Services of Processing Personal Information (Guideline 2-2011), of the Israeli, Law, Information and Technology Authority and will comply with the all of the terms and conditions set forth in Appendix A hereto.
4. **No License or Joint Venture.** All Confidential Information, and any derivatives thereof is and shall remain the property of the Disclosing Party and no license or other rights to Confidential Information is granted or implied hereby to have been granted to the Recipient, now or in the future. Further, this NDA is not a joint venture or other such business arrangement; and any agreement if at all, between the parties hereto will be set forth in subsequent written agreements, at the absolute discretion of the parties hereto.
5. **No Warranty.** THE CONFIDENTIAL INFORMATION AND ANY OTHER INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS", WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS, OPERABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE NON-INFRINGEMENT OF TRADEMARKS, PATENTS, COPYRIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PERSONS.
6. **Indemnification.** Recipient shall, upon demand, indemnify Disclosing Party and its affiliates, its and their shareholders, directors, agents and employees ("**Indemnities**") for any loss, cost, liability, damage, expense or harm (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by Indemnities as a result of Recipient's breach of any of its undertakings herein and/or for loss of goodwill. In the event of breach of any provision in this undertaking, Recipient shall return to Disclosing Party all payments made in consideration of the services it provided to Disclosing Party.
7. **Return of Confidential Information.** Disclosing Party may decide to discontinue the disclosure of Confidential Information at any time, at will, with or without cause. Upon request of Disclosing Party, Recipient shall (i) return to Disclosing Party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of the Recipient, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this undertaking.
8. **Equitable Relief.** Recipient hereby acknowledges that unauthorised disclosure or use of Confidential Information could cause irreparable harm and significant injury to Disclosing Party that may be difficult to ascertain. Accordingly, the Recipient agrees that Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this NDA without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.
9. **Entire Agreement and Governing Law.** This NDA constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This NDA may not be amended except by the written agreement signed by authorised representatives of both parties. This NDA shall be governed and construed solely in accordance with the laws of the state

of Israel, without giving effect to conflicts of law principles thereof, and only the courts in Tel Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this NDA.

10. **Term.** This NDA shall govern the communications relating to Confidential Information between the parties during the Term of the Agreement and any survival period. The obligations set forth in this NDA shall bind Recipient from the date of disclosure of the Confidential Information and any part thereof in perpetuity, and such obligations shall survive the termination or earlier expiration of this NDA and/or the Agreement.

11. **Assignment.** This NDA may not be assigned by Recipient without the prior written consent of Disclosing Party and any purported assignment not permitted hereunder shall be construed null and void.

IN WITNESS WHEREOF, the recipient has caused this NDA to be executed by its duly authorised representative.

Signed this ____ day of February, 2015

[Recipient]

By: _____

[Name and Title]

Appendix A – Privacy and Data Protection

1. **Compliance with Laws.** Recipient shall: (i) take any and all adequate measures to ensure the protection of personally identifiable information provided in connection with the Agreement ("**PII**") and the privacy of the related data subjects. Such adequate measures shall be no less restrictive and protective than those set forth under Israeli Law (hereinafter defined); (ii) not further transfer the PII to any third party. "**Israeli Law**" means the Israeli Protection of Privacy Law, 5741–1981 and any regulations promulgated thereunder, and any guidelines published by the Israeli Law, Information and Technology Authority, including, without limitation, the Privacy Protection (Transfer of Data to Databases Abroad) Regulations, 5761-2001, the Guidelines of the Database Registrar 2/2011 - Use of Outsourcing Services for the Processing of Personal Data, and any other Israel laws, regulations, rules, guidelines, or standards in effect from time to time relating to data protection and data privacy, all as may be amended or replaced from time to time.
2. **Data Security Obligations.** Recipient undertakes to comply with, the following data security obligations:
 - (i) **Purpose Limitation.** Recipient shall use the PII solely for the purpose of fulfilling its obligations to Disclosing Party pursuant to the Agreement ("**Purpose**"). Any use of the PII other than for the Purpose shall be deemed a material breach of the Agreement and this NDA.
 - (ii) **Authorized Personnel.** Recipient shall take all precautions in ensuring that PII is accessed only by those of Recipient employees with a limited need-to-know basis as required for the Purpose ("**Authorized Personnel**"). Recipient shall ensure that all Authorized Personnel are bound by confidentiality and data protection agreements which include terms no less protective of the PII and no less restrictive than those set forth in this Appendix and the NDA.
 - (iii) **Enforcement.** The obligations set forth herein will be enforced and audited by Recipient on a regular basis. Recipient shall train the Authorized Personnel in respect of the scope of the Purpose and use of the PII as required by this NDA. Recipient shall provide Disclosing Party with regular written reports of its compliance on an annual basis. Recipient will publish guidelines for its employees, including without limitation Authorized Personnel, for the securing and protection of all communications systems connected to electronic and physical media wherein PII is stored and/or accessed, transfer of storage media and portable computers, backing up of data and its restoration, and instructions on periodic review of security measures.
 - (iv) **No Illegal Use.** Recipient shall not, in any manner, collect, process, or use the PII and/or any database in which such PII is stored for unauthorized or illegal purposes.
 - (v) **Insurance.** Without limiting or derogating from Recipient's liabilities, obligations or indemnities otherwise assumed by Recipient under this Agreement or any applicable law, rule, regulation, standard, and/or guideline, Recipient shall insure, at its own cost and expense, with insurers and amounts acceptable to Disclosing Party, professional liability insurance covering, among things, the acts and omissions of Recipient under these data security obligations, as set forth in written confirmation of such insurance which will be provided to Disclosing Party by Recipient and attached as **Exhibit A** hereto.

- (vi) **Clean Environment.** In the event that Recipient provides services to other database owners, Recipient shall ensure that there is a complete separation between the databases containing the PII and such other databases. Recipient shall perform all services under this Agreement and/or related agreement: (i) via an organizational ("Chinese Wall") division which shall prevent the Authorized Personnel from using the PII for purposes other than the Purpose; and (ii) ensure that the services provided under this Agreement are logically segregated from any other tasks, services, projects, or contracts performed by Recipient.
- (vii) **Audits and Inspections.** Recipient shall Coordinate and permit periodic security audits by Disclosing Party or its designee to ensure compliance with this NDA and applicable laws. Such audits shall include, without limitation, access to data terminals and computers where PII may be accessed, electronic auditing and compliance measures, and access to Recipient's relevant work logs, as appropriate. Recipient shall coordinate and permit on-site inspection by Disclosing Party or its designee of Recipient's physical work locations where PII is processed, including without limitation, unannounced facility inspections by Disclosing Party or by the Israeli Database Registrar or its representatives, and that such inspections will include access to electronic data terminals, computers, electronic storage media, and any other related device and equipment where PII is utilized, stored, and/or processed. Without derogating from the foregoing Recipient shall provide Disclosing Party with task status updates in respect of services performed by Recipient and its Authorized Personnel in fulfilling the Purpose.
- (viii) **Supervisors.** Recipient shall appoint one or more data security supervisors who shall be responsible for ensuring the continued integrity and security of the PII and who shall report to and coordinate with Disclosing Party. Recipient shall designate a point of contact who shall coordinate on all matters relating to the use and security of the PII as described in this NDA.
- (ix) **Records and Documentation.** Maintain comprehensive documentation regarding compliance with the requirements of this NDA, including without limitation investigation of any complaints or investigation of possible breaches of this NDA, which shall be presented to Disclosing Party and/or the Database Registrar of the Israeli Law, Information and Technology Authority or third parties as required by Israeli Law or this NDA. Recipient shall investigate and report to Disclosing Party any suspected breach of the integrity and security of the PII. Any suspected breaches of the security and/or integrity of the PII will immediately be reported to Disclosing Party in writing.
- (x) **Integrity of PII.** Recipient shall ensure the accuracy, completeness and integrity of the PII. Recipient shall permit data subjects or their designees or legal guardians to review the PII of said data subject as required by law, rule, regulation, standard, and/or guideline, within thirty (30) days of receiving a request for such review, and permit such individuals to request corrections and changes to said information as required by law, rule, regulation, standard, and/or guideline.
- (xi) **Retention.** Recipient shall maintain and retain the PII only for the period during which the NDA is in effect or as required by law, rule, regulation, standard, and/or guideline, and, upon conclusion of the Works by fulfilment of the Purpose or termination of the NDA for any reason, shall return all media in which PII is stored and maintained to Disclosing Party, or shall destroy or delete such media in a manner which shall ensure that the PII can longer be accessed or recreated at a later time, and will provide a written affidavit that all PII has been disposed of in the agreed upon manner and as required

by law, rule, regulation, standard, and/or guideline. Recipient will permit Disclosing Party access to its facilities as needed to ensure that all PII transferred to and/or collected by Recipient has been returned or destroyed as required under the NDA and/or by Israeli Law.

- (xii) **Protection.** Recipient shall maintain the PII in protected facilities which prevent trespass (electronic or physical) and other unauthorized entry, and which adequately protects the PII in logic and physical protection. When using portable devices to store (including temporarily) PII, such as hard drives/servers/optical/USB drives/compact discs/tablets/ mobile devices and other hand-held devices, etc., Recipient shall ensure that the PII cannot be removed or copied to storage devices from access points other than as necessary to transfer PII to and from Disclosing Party and to fulfill the Purpose of this NDA or as required by Israeli Law.
- (xiii) **Background Checks.** Subject to any limitations under Israel Law, Recipient shall conduct background screening, including without limitation, criminal, employment, and drug screening in respect of all Authorized Personnel who will have access to the PII prior to the granting of such access, and maintain records of the results of the background checks in the personnel files of all such employees.
- (xiv) **Security Protocol.** Recipient will comply with the precautions set forth in its security protocol, a copy of which shall be provided to Disclosing Party promptly after signing this NDA and will be deemed an integral part of the NDA. Recipient's security protocol will include, without limitation, the following: (a) physical security; (b) logistical security; (c) separation of databases; (d) policies related to the removal and ceasing of use of equipment on which PII is stored; (e) procedures related to data security classification and clearance, data tagging and verification, all in accordance with applicable law rule, regulation, standard, and/or guideline; (f) access permissions; (g) confidentiality of Authorized Personnel; (h) auditing; (i) employee recruitment (in respect of, among other things, employees' duty of care in connection with the PII); and (j) compliance with additional security measures, including those set forth in ISO 27001, which is an integral part of this NDA.

3. **Equitable Relief.** Any breach of the obligations set forth hereunder shall be deemed a material breach of the Agreement and this NDA which may result in irreparable harm or significant damage that may be difficult to ascertain. Accordingly, Recipient agrees that Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this NDA without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith. Without derogating from the foregoing, in the event of a breach of the security or integrity of the PII, Recipient will immediately take remedial measures, including without limitation, all reasonable measures to restore the security of the PII and limit unauthorized or illegal dissemination of the PII or any part thereof. Monetary remedies may not be sufficient to cure a breach hereof.