

**Agreement Number _____ for the Provision of Technical Solutions for Identifying
the Number of Passengers in a Vehicle**

Formed and signed in Tel Aviv on the _____ of the month of _____, 2020

Between: Netivei Ayalon Ltd. First Party
2 Nim Avenue, Rishon LeZion
(hereinafter: **"the Client"**)

And: _____, ID/private company number/authorized Second Party
dealer _____
Of _____

_____ (address)

Tel: _____

Fax: _____

(Hereinafter: **"the Supplier"**)

Whereas the Client published a tender, as defined below, and the Supplier submitted its proposal for the tender, and offered his services to the Client, as detailed in the tender documents and the Supplier's proposal;

And whereas for the execution of this project, the Client published, among other things, an individual request, number _____ in virtue of the tender;

And whereas the tender committee of the Client declared the Supplier's proposal for the individual request, in the sum of _____ NIS (excluding VAT) (and in words: _____ NIS excluding VAT) as the winning proposal for the individual request;

And whereas the Supplier declares that it meets all conditions of the tender and the individual request, that it has all the means to provide the services according to the agreement, and that it and the staff on its behalf have the professional background, knowledge, experience, human resources, skills, and expertise required for the execution of the services and all of its obligations according to the agreement at a high professional standard;

And whereas the Client wishes to assign to the Supplier the execution of the project according to the provisions of this agreement and the Supplier wishes to undertake the execution of the project in accordance with the provisions of this agreement;

Therefore, the following was agreed upon, declared, and stipulated between the Parties:

1. Preface

1.1. The preface of this agreement and the attached appendixes constitute an inseparable part thereof.

1.2. The titles of the paragraphs in this agreement are for the reader's convenience only, and shall not be used for the interpretation of the content of the paragraphs in any manner.

1.3. The tender documents and individual request documents for receiving proposals for the execution of a work order in virtue of the tender, including their appendixes and attachments, will be deemed as complementary and supplementary to each other.

1.4. It is hereby clarified that in any case of contradiction between the instructions of the tender documents and the provisions of the individual request documents, the provisions of the individual request documents shall supersede.

1.5. The appendixes to this agreement are comprised of the following:

Appendix A – The tender documents, the individual request documents and the Supplier’s proposal

Appendix B – Confidentiality agreement

Appendix C- Insurance confirmation

Appendix D – Bank guarantee form

Appendix E – Technical specification for the implementation system

Appendix F – Price offer for the individual request

1.6. In this agreement, the following terms shall be defined as follows:

“The Client”	Netivei Ayalon Ltd.
“The Agreement”	This Agreement and its appendixes
“The Tender”	Tender number _____/20 for the provision of technical solutions for identifying the number of passengers in a vehicle, including the Tender Conditions booklet and all clarifications, updates, appendixes, and attached documents;
“The System”	All components of the System which is the subject of this Tender and the individual request, as proffered by the Supplier;
“The Technical Specification for an Operation System”	All special conditions that refer to the System, the project and works that are the subject of the individual request, including the special specification for execution of works attached as Document D of the Tender documents, including the special specifications attached to the individual request which is the subject of this project;
“The Technical Specifications”	The Technical Specifications for the practical phase and the Technical Specifications for the implementation System;
“The Project”	The Project that is the subject of the individual request;
“The Supplier’s Proposal”	The Supplier’s Proposal as submitted to the Tender and competitive application, including all appendixes and documents;

“the Price Offer”	The Price Offer submitted by the Supplier in the framework of the individual request, attached as Appendix F of this Agreement.
“The Individual Request”	Individual Request number _____ for the supply of technical solutions for identifying the number of passengers in a vehicle;
“The Ministry of Transport”	The Ministry of Transport, National Infrastructure and Road Safety
“The Services”	The works and Services that are the subject of the Tender and the Individual Request, including the Services detailed in the Technical Specification and the Tender Conditions booklet, the Individual Request and paragraph 4 below;
“Gate”	A System unit and its entire components

2. Nature of the contract

The Client hereby commissions the Services from the Supplier, as defined in the Tender documents and the Individual Request, and the Supplier hereby undertakes to provide the aforementioned Services, according to the prices stipulated by the Supplier in his Proposal for the Individual Request, and subject to the conditions of this Agreement and the provisions stipulated in the Tender documents and the Individual Request.

To remove all doubt, let it be clarified that the Services include any activity that is related to the provision of the Services required for completing the Project on a high level and in an efficient manner, while meeting quality standards, budget constraints and deadlines.

3. Declarations and obligations of the Supplier

The Supplier hereby declares and undertakes as follows:

- 3.1. That there is no prohibition, limitation on, or anything preventing it, including in virtue of any law, contract or its key documents, from signing an agreement with the Client and fulfilling its obligations accordingly, and that it has no obligation that is contradictory to its obligations in this Agreement, and that by signing this Agreement or fulfilling its obligations, it is not violating any other agreement or obligation or any law, and that it is aware that it will have to indemnify and compensate the Client for any claim and/or demand submitted against the Client regarding the violation of this declaration.
- 3.2. That all declarations and/or presentations and/or information and/or data and/or documents provided and/or submitted and/or presented by the supplier in the framework of the Proposal for the Tender and the Individual Request are correct, accurate and full, and that they are to be seen as provided by the Supplier also in the framework of this Agreement, and that the Supplier presented to the Client the full information and/or data requested by the Client and/or the full information and data that are relevant to this Agreement.
- 3.3. That all of its representations and obligations according to the documents of the Tender, Individual Request, and this Agreement, will be valid for the entire contract period. That it will notify the Client immediately in case of any change in

the representation or obligations provided by the Supplier in the framework of this Agreement, that may influence its ability to complete the Project;

- 3.4. That the Supplier has all of the approvals and/or licenses and/or permits required by any law for managing its activity, and specifically, for fulfilling its obligations according to this Agreement;
- 3.5. That the Supplier and all team members suggested by the Supplier in the framework of the Supplier's Proposal meet all conditions of the Tender and the Individual Request, and that it has all means to provide the Services;
- 3.6. That the Supplier and its staff have the professional background, knowledge, experience, skills and specialty required for providing the Services and fulfilling all obligations of the Supplier according to this Agreement at a high professional level and with maximum efficiency, to the satisfaction of the Client, and that the Supplier and its staff will fulfill their roll with loyalty and dedication, and use their skills, knowledge and experience for the benefit of the Client and the Ministry of Transport;
- 3.7. That all Services to be provided to the Client will be of high quality and at a high level of accuracy, and will meet the requirements of any law, and the Supplier is responsible for the fulfillment of the aforementioned in this paragraph; that the Systems and all elements to be installed by the Supplier meet the provisions of the law and any standard, instruction or other;
- 3.8. That it will carry out all preparations and arrangements required for the provision of the Services in an efficient and excellent manner, and to the satisfaction of the Client;
- 3.9. That the Supplier has the knowledge, facilities, equipment and all means required for providing the Services and that they will continue to be at its disposal for the entire contract period and in the course of providing Services to the Client.
- 3.10. That the Supplier examined anything that needs preliminary examination regarding the provision of Services, and that it is familiar with the requirements for the provision of the Services, and that it relinquishes in an irrevocable manner any claim and/or demand and/or suite and/or other against the Client in relation to the above-mentioned;
- 3.11. That based on its aforementioned examinations, the exchange (as defined in paragraph 11 below) is full and fair, and appropriate for the Supplier's obligations according to this Agreement;
- 3.12. That in all of its activities, it will not violate another party's property rights and will not cause the Client to violate its property rights. In the event that the Supplier violates the provisions of this paragraph, it will indemnify the Client and/or the Ministry of Transport for any damage and/or loss and/or expense caused to them, including legal expenses and fees, immediately upon the Client's first demand.
- 3.13. That the Supplier and/or the System will act according to any law, including the Privacy Protection Law of 1981, its amendments and the instructions of the Privacy Protection Authority, the traffic regulations, the Traffic Ordinance of 1961, and the Transportation Ordinance (Use of Cameras by a Local Authority for the Documentation of Unlawful Use of a Public Transportation Lane) of 2016; and that the System will not maintain photos of passengers in the vehicle in any information database, unless the photos are completely blurred, in

a manner that does not allow to identify the faces of the passengers in the vehicle, and in a manner that will not allow to restore and/or remove the aforementioned blurring.

- 3.14. That it keeps accounting books and any registry and/or report according to the Income Tax Ordinance (New Version) of 1961, and Value Added Tax Law of 1975, and that it undertakes to issue to the Client, at any time and upon necessity, a confirmation for the fulfillment of the aforementioned, or alternately – a confirmation for exemption from doing the above. The aforementioned confirmation will be provided by an authorized clerk as defined in the Public Entities Transactions Law of 1976, or by an accountant;
- 3.15. That the Supplier, or anyone appointed on its behalf to engage in the provision of the Services, will cooperate with the Client's internal auditing, including allowing the internal auditors of the Client to examine the planner's books that are related to the contract with the Client.
- 3.16. That the Supplier is aware that the Client entered into a contract with it based on its representations, declarations and obligations detailed in this Agreement and the Supplier's Proposal, and that any inaccuracy in its representations and declarations and/or non-fulfillment of its obligations according to this Agreement shall constitute a fundamental breach of its obligations and of this Agreement.

4. Services

- 4.1. The Supplier will provide the Client with the Services and carry out the Project, in accordance with the details of the Tender and Individual Request documents, and in accordance with the instructions and demands of the Client, as they will be forwarded from time to time to the Supplier, and the work plans to be approved and/or determined by the Client, all according to the provisions of this Agreement and the Technical Specification.
- 4.2. It is hereby clarified that in the framework of this Project, the Supplier will be required to plan all requested elements, and carry out all related works and the preparation works required by the Technical Specification, for the placement and implementation of the System and execution of all that is required to operate it fully in accordance with the instructions of the Technical Specification, apart for the works and Services to be provided by the company as detailed in the Technical Specification.
- 4.3. It is hereby explicitly clarified that all of the aforementioned Services are included in the rate offered in the framework of the Supplier's Proposal for the Individual Request, and no additional reward will be paid for the aforementioned.
- 4.4. The Supplier will supply guidance, assistance and implementation services to the Client's users and/or anyone on its behalf, without an additional payment beyond what is indicated in this Agreement, in accordance with the Technical Specification and the plan to be prepared by the Parties.
- 4.5. The Supplier hereby undertakes to provide the Services to the Client's full satisfaction, with the required expertise and professionalism and according to high professional standards, including in accordance with the service level criteria detailed in the Technical Specification.
- 4.6. The Supplier undertakes to supply to the Client all services, human resources, hardware and software detailed in the Tender documents and the

Individual Request in the scope and on the dates stipulated in the provisions of the Tender and Individual Request documents, in accordance with the various procedures stipulated in the Tender documents and the Individual Request and their provisions and in accordance with any law that may apply during the contract period in relation to the Services.

- 4.7. The details of this paragraph, for all of its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

5. Monitoring, supervision and coordination

- 5.1. The Supplier undertakes to carry out monitoring and supervision for its work, including monitoring of the work of its staff, as well as in any other subject and/or other to be defined by the Client.
- 5.2. The Supplier is aware and explicitly consents that other service providers/contractors/other suppliers who are working on behalf of the Client may work near its work site at the time of the execution of its Services.
- 5.3. Notwithstanding the rest of the provisions of this Agreement, the Supplier will cooperate with the other service providers/contractors/other Suppliers (as the case may be) and will coordinate the execution of Services, in a manner that the Services and works carried out by the Supplier do not cause harm and/or disruption and/or delay to other works of any type and kind.
- 5.4. Disputes between the service providers/contractors/suppliers will be brought to the decision of the Client, and its decision will be final.
- 5.5. The Supplier is aware and consents that it will not receive any additional payment for and/or in relation to the coordination between the service providers/contractors/suppliers and/or cooperation with them as mentioned in this paragraph.
- 5.6. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

6. Human resource requirements

- 6.1. For the provision of Services, the Supplier's work team will include at any time excellent professionals and persons experienced in the provision of Services of the type required according to this Agreement, in the composition and numbers required for the fulfillment of the Supplier's obligations according to this Agreement in an optimal manner.
- 6.2. Notwithstanding any of this Agreement's provisions, it is hereby clarified that the staff on behalf of the Supplier must actively participate in any stage of service provision, including participation in the meetings of the Client and/or of the Ministry of Transport and/or any other entity, as will be required for the provision of Services and at the frequency required for this purpose, and will cooperate with any entity as mentioned above, to assist in the provision of Services, and all according to the Client's request from time to time.
- 6.3. The Client will be entitled to instruct the replacement of any of the Supplier's staff members or its expulsion with immediate effect, at any time and at its sole discretion, and it will not bear any responsibility to the Supplier and/or the team member. If the Client acts as mentioned in this paragraph, the Supplier

undertakes to provide a substitute team member, all subject to the advance approval of the Client.

- 6.4. It is hereby clarified that the Supplier will be entitled to use sub-contractors, but only for the provision of Services for which the Tender and Individual Request documents explicitly state that they may be assigned to sub-contractors and for the delivery of other Services for which a detailed explicit written approval was received from the Client. The Client, at its sole discretion, shall be entitled to instruct the Supplier to terminate the work of any of the sub-contractors to be hired by it and/or replaced it. It is hereby clarified that in any case, even if a sub-contractor is approved by the Client, the bidder will be solely responsible for anyone on its behalf.
- 6.5. In any case in which the Supplier chooses to assign the provision of the aforementioned Services to a sub-contractor, the Supplier will act in accordance with the provisions and procedures stipulated in the Tender and the Individual Request, and/or by the Client regarding sub-contractors, and will receive the advance approval of the Client in writing regarding these sub-contractors.
- 6.6. It is hereby clarified that the assignment of the aforementioned Services to a sub-contractor does not exempt the Supplier or detract from its obligation or any of its responsibilities to the Client according to any law and this Agreement.
- 6.7. The Supplier undertakes to pay the team members employed by it their full salary, including their social rights required according to any law.
- 6.8. The Supplier undertakes to ensure safety and hygiene conditions and the proper conditions for maintaining the health of the staff members to be employed by the Supplier and their welfare, including convenience arrangements, means to arrive at the site, proper eating areas and special work uniforms where required, and fulfill all instructions related to work and road safety according to any law.
- 6.9. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

7. Acceptance tests and System delivery

- 7.1. After the completion of the delivery tests for the System by the Supplier, and in coordination with the Client, the Supplier will deliver the Project to the Client, for the completion of the System's acceptance tests according to the acceptance tests plan and according to the provisions of the Individual Request and the response of the bidder to the Individual Request, and the System's integration tests will be carried out for all communication infrastructure, databases, and systems of the Client (hereinafter: "**the Acceptance Tests**").
- 7.2. The Acceptance Tests will be conducted in coordination with the representatives of the Client and at their presence (at the Client's choice).
- 7.3. If following the Acceptance Tests it is found that the System or any of its parts does not provide a response to the requirements detailed in the Tender and Individual Request documents and/or does not meet the requirements of the Client, the Client will be entitled to demand from the Supplier to make changes, amendments and adjustments in the System, and will be entitled to deduct the agreed compensations in accordance with the provisions of the Technical Specification and this Agreement.

- 7.4. The Supplier will make the changes, amendments and required adjustment immediately upon receiving a written demand from the Client, and upon the completion of the development, a second acceptance test for the System or the relevant part for which the amendment is required will be conducted.
- 7.5. The Supplier undertakes to make all amendments required in the System and run other Acceptance Tests for the system as soon as possible, and in any case, within the schedule determined for the completion of the Project as detailed in the Technical Specification and/or as updated by the Client at its sole discretion.
- 7.6. The Client will be entitled to conduct other tests for the System by itself and/or via anyone of its behalf, and the results of the tests will be forwarded to the Supplier for carrying out the amendments required for the System, without applying any responsibility to the Client.
- 7.7. In case of the Supplier's failure in both rounds of Acceptance Tests and based on the results of the Acceptance Tests, i.e., if the System's development by the Supplier and/or any of its parts do not meet the requirements detailed in the Tender and Individual Request documents, and if the Supplier cannot amend the failures within a reasonable time frame, the Client will be entitled to notify the Supplier regarding the termination of this Agreement and carry out the required changes by itself and/or via a third part, and charge the Supplier for the cost of the amendments and/or the completions, or deduct the costs from the balance of the payment to which the supply is entitled, without detracting from any other relief and/or other at the disposal of the Client under the aforementioned circumstances.
- 7.8. The day of completion of the Acceptance Tests and subject to an approval by the Client that the Supplier met all Acceptance Tests, will be deemed as the 'delivery date'.
- 7.9. The Supplier will be entitled to launch the operation of the Project only in coordination with the representatives of the Client and on the date determined by Client. It is hereby clarified that the limitation on operation on the date to be determined by the Client as mentioned above does not apply to the Client any responsibility whatsoever for the Supplier's failure to meet the schedule as detailed in the Technical Specification.
- 7.10. The Supplier will deliver to the Client liability certificates, issued by manufacturers or importers of the System components, as required by law and according to the instructions of the Technical Specification. The Supplier hereby undertakes to forward to the Clients the liability certificates of every manufacturer and Supplier for every material and/or items provided and/or installed by the Supplier, for the period agreed and/or accepted by the Supplier/manufacturer and at least for one year. In addition, the Supplier will forward to the Client a list of spare parts, and operation and maintenance instructions recommended by any Supplier/manufacturer.
- 7.11. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

8. Schedule

- 8.1. The Supplier undertakes to complete the Project in accordance with the schedule and milestones detailed in the Technical Specification; the exact schedules for execution of Services will be determined by the Client. To remove all doubt, it is hereby clarified that the Client will be entitled to make changes in the schedules and milestones at its sole discretion.
- 8.2. The Supplier is aware that in light of the tight schedules and the nature of Services provided by it, meeting the schedule is extremely important for the continuity of execution of Services and the availability of the Supplier and its team for the benefit of the Client.
- 8.3. The Supplier will execute the Services at a proper pace, and will use all work methods, work teams and tools to ensure the fulfillment of all of its obligations regarding the Services according to this Agreement, by the date determined for this purpose in the schedule.
- 8.4. If the Client is not convinced that the means, tools and work team of the Supplier are sufficient and appropriate for the provision of the Services in accordance with the schedule, the Client is entitled to demand from the Supplier to change or add means, tools and human resources to its satisfaction.
- 8.5. Notwithstanding the Supplier's responsibility for meeting the aforementioned deadlines, the Supplier will notify the Client regarding any issue that may affect the schedule for the provision of the Services, and request the Client to advise. The Client will determine, at its sole discretion, whether to extend the schedule, and the length of the extension to be provided.
- 8.6. Unreasonable delay in the provision of Services will constitute a fundamental breach of this Agreement and the Supplier's obligation accordingly.
- 8.7. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

9. Instructions and changes

- 9.1. The Supplier will not be entitled to make any change in the Services, unless after the explicit written approval of the Client. In the event that the Supplier makes changes that are not required for the Services, the Client may, at its sole discretion, choose not to pay for their execution.
- 9.2. The Client may instruct any change in the Services, whether in full or in part, and the Supplier must carry out the aforementioned change.
- 9.3. A change order, as detailed in the above paragraph, will not oblige the Client, unless provided in writing and signed by the Client's authorized signatories.

10. The contract period

- 10.1. The contract period will commence on the date of the signing of this Agreement and upon the provision of a work commencement order to the Supplier, up to the date of delivery, as defined in 7.8 above, and subject to the Supplier passing all Acceptance Tests according to this Agreement, during which the Supplier will plan and establish the System (hereinafter: "**the Agreement Period**" / "**the Planning and Establishment period**"). Notwithstanding the above-mentioned, all instructions related to the Supplier's liability to the System components and provision of maintenance Services after the date of delivery, as detailed in the Technical Specification, will continue to apply to, and oblige the

Supplier even after the Agreement Period (the payment for the liability and maintenance Services as mentioned above is included in the unit prices offered by the Supplier in the framework of its Proposal for the Individual Request).

10.2. The Client, at its sole discretion, will have the option to extend the Agreement Period to additional periods of up to one year each (hereinafter: “**the Option Periods**”/“**the Operation and Maintenance Period**”), during which the Supplier will provide the Client with operation and maintenance Services for the System, as detailed in the Technical Specification. During the option periods, the provisions of this Agreement will apply fully.

The Agreement Period and the Option Period will be hereinafter, above and below: “**the Contract Period**”.

10.3. Notwithstanding the aforementioned, it is hereby clarified that the Client may bring about the termination of this Agreement in an advance written notice, to be provided to the Supplier 30 (thirty) days in advance, for any reason whatsoever. To remove all doubt, it is hereby clarified that in the case of a termination of this Agreement as mentioned in this paragraph, the Supplier will not be entitled to any compensation and/or any payment whatsoever, aside for payment for the Services provided by it up to the time of the termination of this Agreement, and the Supplier relinquishes and undertakes not to raise any claims whatsoever against the Client in relation to the termination of this Agreement.

10.4. It is hereby clarified that the Client is entitled to instruct from time to time the temporary termination of the provision of Services and/or decrease in the scope of Services, including the termination of some of the Services detailed in the Tender and Individual Request documents, all at its sole discretion and in accordance with its needs at the time of the receipt of the Services that are the subject of this Agreement. In the event that the Client instructs a temporary termination as mentioned above, the Supplier will not be entitled for compensation for the period during which the provision of Services was terminated.

11. Reward

11.1. In exchange for the fulfillment of all obligations of the Supplier, including the provision of the Services according to this Agreement to the Client’s satisfaction, the Client will pay the Supplier the sum stipulated by the Supplier in the framework of the Price Offer attached as **Appendix F** to this Agreement, and in accordance with the quantities and units as they were ordered and approved by the Client (hereinafter: “**the Reward**”). As mentioned above, the unit prices offered by the Supplier in the framework of the Supplier’s Proposal include liability and maintenance in relation to the System and its components, as detailed in the Technical Specification.

11.2. The reward will be paid to the Supplier subject to, and upon the receipt of the Client’s written approval for the completion of each one of the milestones detailed in the Technical Specification.

11.3. Insofar as this option will be exercised by the Client and the aforementioned Agreement Period is extended as mentioned in the above paragraph 10.2, the reward to which the Supplier will be entitled during the Option Period for the provision of operation and maintenance services, will be calculated in accordance with the price offered by the Supplier in the framework

of the Individual Request for these components, as detailed in the Price Offer. The reward for the operation and maintenance Services will be paid at the end of every calendrical quarter, for the operation and maintenance Services provided by the Supplier during the previous calendrical quarter.

- 11.4. It is hereby clarified that the exchange to which the Supplier is entitled will be calculated in accordance with the quantities ordered by the Client, in the framework of the job order to be forwarded to the Supplier and carried out by it in accordance with this Agreement's provisions. To remove all doubt, it is hereby clarified that the data detailed in the Price Offer do not constitute a representation and/or obligation regarding the scope of Services and/or works to be ordered from the Supplier, and the Client reserves the right to increase or decrease the aforementioned quantities.
- 11.5. The Supplier's Proposal includes all preparation works and related works required for the planning, supply, installation, operation and maintenance of the Project that is the subject of the Tender and Individual Request, in accordance with the Technical Specification, to the full satisfaction of the Client. It is hereby clarified that all of the aforementioned Services are included in the prices offered by the Supplier, and the Supplier will receive no extra reward for the aforementioned.
- 11.6. To remove all doubt, let it be clarified that the reward is the final reward to be paid to the Supplier and it includes all service components (including related and/or indirect) which are the subject of this contract, as detailed in the Tender and Individual Request documents, including: overhead expenses, price increases, office expenses and/or general expenses, costs of equipment supply, workers' salaries and/or salaries of the Supplier's employees including team members (and all of their social expenses), as well as any additional expense and/or other, of any type and kind. To remove all doubt, it is hereby clarified that the Supplier will not be entitled to any reward and/or additional payment for/in regards to its work beyond the aforementioned.
- 11.7. It is hereby clarified that the Supplier will not be entitled to any reward and/or additional payment for its Services beyond the aforementioned reward, unless explicitly indicated in this Agreement or agreed between the Parties in writing.
- 11.8. Billing of the Client for issues related to the reward and/or scope of contract will be only in advance and in a written document signed by the Client's authorized signatories. The Supplier is aware and agrees that any instruction that may affect the reward and/or scope of contract not provided in a written document as mentioned above will not obligate the Client and the Supplier will not be entitled to act according to it, and if the Supplier acts according to it, it will not be entitled to any reward in this regard.
- 11.9. VAT will be added to these sums according to this paragraph, 11, above, according to law, and against the issuance of a tax invoice.
- 11.10. Upon the conclusion of each calendrical month, the Supplier must submit to the Client a detailed monthly report for the Services provided by the Supplier via its staff for the previous calendrical month, for which the payment is requested, and specifically a report on how it met the service level criteria. The monthly report will detail the bill and payment due, in accordance with the

discounts offered by the Supplier in its Proposal. The Client will be entitled to instruct the Supplier to detail in the framework of the monthly report additional data at its sole discretion.

- 11.11. Subject to the approval of the monthly report by the Client as mentioned above, the Supplier will submit to the Client the aforementioned approved bill by the 5th of the following calendrical month. The Client will pay the Supplier the sum of the bill on the 10th or 25th of the calendrical month, the earlier of the two, provided that forty five (45) days have passed from the submission of the bill by the Supplier to the Client, and against the receipt of a tax invoice according to law. The determining date for the submission of the bill is the date of the stamping of the receipt of the bill by the representative of the Client. The reward will be paid after tax deduction at source according to law (unless the Supplier issued to the Client an approval of its exemption from tax deduction at source according to law).
- 11.12. To remove all doubt, it is hereby emphasized that the Client will be entitled to deduct against any payment to the supplier any sum owed to the Client by the Supplier according to this Agreement and/or any law, including advance payments and/or payments on account.

12. Fines mechanism; failure to meet the service level

- 12.1. Notwithstanding any of the provisions of this Agreement, and in addition to them, it is hereby agreed that if the Supplier does not fulfill its obligations regarding the service level criteria, including times of execution and supply, the time of receipt of passing of Acceptance Tests and adjustment of the supply to Tender and Individual Request requirements and/or in relation to the dates of the provision of services according to the Technical Specification, the Supplier will pay an agreed compensation to the Client for any exemption from the required service level (SLA) in accordance with the sums detailed in the Technical Specification (hereinafter: “**the Agreed Compensation**”).
- 12.2. It is hereby clarified that if there is a reason to collect more than one fine, the fine mechanisms will be independent of each other and will be utilized simultaneously and cumulatively.
- 12.3. The Parties declare that the aforementioned Agreed Compensation is an accurate and fair compensation for the scope of expected damages to the Client.
- 12.4. The Client will be entitled to collect the sum of the Agreed Compensation in any way, at its sole discretion, including via deduction and/or forfeiture of the guarantee.
- 12.5. The aforementioned payment of compensation, its deduction or collection, do not exempt the Supplier from its obligation to complete the Services or any other obligation according to this Agreement.
- 12.6. The payments during the Operation Periods will be conditioned upon the Supplier meeting the service level to the Client's satisfaction.
- 12.7. To remove all doubt, it is hereby clarified that the aforementioned in this paragraph above does not detract from any right and relief at the Client's disposal according to any law and/or from the rights of the Parties in accordance with the Contracts (Remedies for Breach of Contract) Law of 1970.

13. Absence of employer-employee relationship

- 13.1. It is hereby agreed that the relationship between the Parties to this Agreement are based on supplier-client relationship. No employer-employee relationship shall apply between the Parties, and they will have no obligations nor rights of employer-employee relationships. Whereas the Supplier is a dealer, and the Supplier wishes to remain independent in managing its affairs, and whereas subject to the aforementioned in this Agreement the Supplier is free to enter into contracts with other Clients for the provision of its Services, the Supplier hereby relinquishes any claim and/or demand derived from employer- employee relationships between the Supplier and the Client, and declares that it is aware of the legal and factual significance derived from this relinquishment.
- 13.2. The Supplier undertakes that it will not sue the Client for any cause related to an employer-employee relationship between the Supplier and the Client and/or the State, and if the Supplier does so despite its undertaking, or if additional expenses apply to the Client beyond the aforementioned in this Agreement due to a determination that an employer-employee relationship took place between the Client and/or the Supplier and/or its employees and/or the persons hired by it during the Contract Period according to this Agreement – then the Supplier will be obliged to indemnify the Client at its first demand, for every expense incurred by it due to, or in relation to the aforementioned lawsuit, including legal fees.
- 13.3. Notwithstanding the aforementioned, if for any reason it is determined by an authorized authority, including by a judicial entity, that the Supplier and/or any of its employees and/or anyone on its behalf is an employee of the Client, or that the Supplier and/or any of its workers and/or anyone on its behalf is entitled to an employee's rights, or if additional expenses apply to the Client beyond what is indicated in this Agreement, derived from the determination that an employer-employee relationship took place between the Client and the Supplier and/or any of its workers and/or anyone on its behalf during the Contract Period according to this Agreement, the following instructions shall apply:
- 13.3.1. The (gross) reward paid to the Supplier at the beginning of the contract between the Parties will be decreased at a rate of 40% of the actual sum, and the Supplier will be deemed in this case as entitled only to the decreased (gross)reward, retroactively, from the date of commencement of the contract between the Parties (i.e., for 60% of the reward that was actually paid).
 - 13.3.2. The Supplier will have to return to the Client any sum paid from the time of the commencement of contract which exceeded the decreased sum, attached to the consumer price index (for the purposes of this paragraph, "the basic index" is the index known on the time of any payment, and "the new index" is the index known on the time of the actual payment) with a linked monthly interest gap of 4% a year.
 - 13.3.3. Notwithstanding any of its rights, the Client will be entitled to deduct these excess sums against any sum owned by it to the Supplier or its representative.

- 13.4. The Supplier alone will bear all payments to which its workers and/or anyone on its behalf and/or employed by it are entitled to for the provision of Services to the Client, including income tax and National Insurance payments, and any other additional payment that applies or may be applied to the Client for the employment of employees and/or assistants and their employment conditions in virtue of the work laws of Israel and/or the laws of the state that apply to the Supplier in its country, including severance payment, vacations, allocations to provident funds, pension funds, travel expenses, convalescence, expense reimbursements of any type, advance notice or its redemption or any other social benefits and other social payments as stipulated by any law.
- 13.5. It is hereby clarified that the reward to be paid to the Supplier according to this Agreement was determined based on the assumption that it includes the full payments to which the Supplier is entitled and/or will be entitled according to this Agreement. The Supplier is solely responsible for the execution of all payments and deductions to be made according to any law, and it is the sole bearer of responsibility for all of the aforementioned payments.
- 13.6. It is hereby agreed and conditioned upon that the rights of the Client according to this Agreement, including its right to supervise and/or monitor the Services provided by the Supplier, does not constitute an employer-employee relationship between the Client and the Supplier.
- 13.7. The aforementioned in this paragraph, for all its sub-paragraphs, is of the fundamentals of this Agreement, and its breach will constitute a fundamental breach of this Agreement.

14. Liability and compensation

- 14.1. The Supplier undertakes to execute all works related to the provision of Services faithfully and at a high professional level, and it will bear the sole responsibility for the quality of Services provided by it.
- 14.2. Approval of the Client for the Services, in full or in part, does not exempt the Supplier from its full professional responsibility, and the aforementioned approval does not apply to the Client any responsibility related to the quality of the Services.
- 14.3. Notwithstanding any other provision in this Agreement and/or any law, the Supplier will bear the sole responsibility for any loss, harm or damage insofar as will be caused to the Client (including any of its employees and/or Ministry of Transport and/or the State of Israel) or any third party whatsoever while and/or in relation to the execution of Services by the Supplier and/or as a result of an action and/or any omission of the Supplier and/or anyone on its behalf.
- 14.4. Notwithstanding any other provision in this Agreement and/or of any law, the Supplier undertakes to compensate the Client, immediately upon its first demand, for any demand and/or claim and/or suit to be submitted against the Client for loss, harm or damage as mentioned in paragraph 14.3 above, as well as for all expenses borne by the Client or which may be borne by the Client in this regard (including legal fees and expenses), all without detracting from the Client's rights according to this Agreement and/or any law for any other relief, provided that the Client notifies the Supplier promptly regarding the receipt of a claim and allowed the Supplier to take part in the defense against it.

- 14.5. The aforementioned in this paragraph does not exempt the Supplier from the obligations that apply to it in the execution of its work according to any law, and the aforementioned shall not be construed as the Client's relinquishment of any right or relief granted to it by law.
- 14.6. The aforementioned in this paragraph, for all its sub-paragraphs, is of the fundamentals of this Agreement, and its violation will be deemed as a fundamental breach of this Agreement.

15. Insurance

Notwithstanding the Supplier's liability according to this Agreement and according to any law, the Supplier undertakes that prior to the commencement of the provision of Services by the Supplier and for the entire period of this Agreement, the Supplier will be in the possession of valid Insurance policies issued at its expense, under its name and under the name of the company, all as detailed in Appendix C of this Agreement, which constitutes an inseparable part thereof. Issuance of the Insurance confirmations in accordance with the instructions of **Appendix C** as mentioned above is a precondition for signing this Agreement.

16. Guarantees

- 16.1. To ensure the full obligations of the Supplier during the period of this Agreement and according to this Agreement, the Supplier undertakes to deposit to the Client, upon the signing of this Agreement, an independent bank guarantee, unconditioned and irrevocable, at a sum equal to 5% of the overall reward to which the Supplier is entitled for the provision of the Services (hereinafter: "**Execution Guarantee**"), which will be valid up to 45 days after the time of conclusion of the Agreement Period, according to the version of **Appendix D** of this Agreement. The Execution Guarantee will be returned to the Supplier within 45 days after the conclusion of the Agreement Period, and subject to the Supplier fulfilling its obligations according to this Agreement.
- 16.2. In addition, to ensure the Supplier's responsibility to the quality of the works carried out by it during the test period, as detailed in the Technical Specification, the Supplier undertakes to deposit to the Client upon the date of delivery (as defined above) an autonomous bank guarantee, unconditioned and irrevocable, paid to the Client, at a sum equal to 2% of the overall reward to which the Supplier is entitled for the provision of its Services (hereinafter: "**the Test Guarantee**"), which will be valid up to 45 days after the conclusion of the test period, according to the version of **Appendix D** of this Agreement.
- 16.3. The Supplier will be entitled to decrease the aforementioned Execution Guarantee for the sum for the Test Guarantee, or issue another guarantee in the aforementioned sum.
- 16.4. Notwithstanding other reliefs, the Client will be entitled to delay any sum owed and/or to be owed by it to the Supplier, as long as the Client did not receive the Test Guarantee.
- 16.5. Notwithstanding the other Agreement provisions, the Client will be entitled to forfeit the Test Guarantee, and use these sums to cover anything owed to it by the Supplier, due to defects in the Project works or non-fulfillment of the obligations that apply to the Supplier according to the Agreement.
- 16.6. Execution Guarantee and/or the Test Guarantee will be forfeitable by representing them to the bank without the Client having to present to the bank

any document and/or any additional evidence, and the Client will not have to explain its decision.

16.7. To remove all doubt, let it be clarified that the bank guarantee sums detailed above are for facilitating collection only and do not constitute in any way an agreed compensation of any type whatsoever.

16.8. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

17. Ownership of work products in documents and knowledge

17.1. Any document, including various adaptations, photos, copies, materials and auxiliary materials, slideshows, plans, calculations, charts, innovations, developments, inventions, patents, as well as other service products including intermediate ones, or information to be prepared by the Supplier and/or received by the Supplier in relation to the Services (hereinafter: "**the Service products**" or "**the Documents**") will be under the ownership of the Client and will constitute the exclusive property of the Client, and will be forwarded to its possession immediately upon its demand, and the Supplier and/or anyone on its behalf shall have no claim and/or suit and/or demand against the Client and/or anyone on its behalf in this regard and/or any lien right to the documents; For this purpose, "**the Document**" includes data saved on magnetic media and/or any other media. It is hereby clarified that also documents held by any other third party belong to the Client only.

It is hereby clarified that the aforementioned does not apply to products and Services that were not developed for the Client, independent of the provision of Services that are the subject of this Agreement.

17.2. Notwithstanding the aforementioned, the Supplier confirms and undertakes that the Client will be entitled to make any use at its discretion of the service products, and among other things, to forward them to any entity whatsoever (including the Ministry of Transport) and for any other objective, including: change of the documents and/or making any other use of the documents at its sole discretion, without the need for an approval from the Supplier and without the Supplier being entitled to receive any reward or additional reward for the aforementioned use.

17.3. It is hereby clarified that in any case in which the Client elects to assign the execution of its Services in part and/or in full and/or any additional work related, whether directly or indirectly, to the execution of Services, including its products and/or conclusions, the Supplier undertakes to assist to the best of its ability to the assignment of the activity and/or knowledge and/or service products as defined in this Agreement, to any other entity within a period that shall not exceed fourteen (14) days, in accordance with the instructions of the Client and at its sole discretion.

17.4. Notwithstanding the aforementioned, it is hereby declared and clarified that the Client has exclusive right to the products of the Services and it will have the exclusive property rights and other rights of any type whatsoever, whether intellectual property rights or use of licenses, trademarks, etc., granted by any law and in any document (including physical or magnetic media) or opinion or intellectual assets to be made by the Supplier or based on consultation to be

provided by the Supplier and/or by third Parties in relation to this Agreement. The Supplier undertakes to take any measures as will be required by the Client to register the aforementioned rights under the name of the Client and according to any law.

- 17.5. Upon the termination of this Agreement for any reason whatsoever, the Supplier will deliver to the Client within 14 days all original documents and the copies of the documents at its possession and which are related to the service products, plus a written declaration that it did not keep at its possession or at any other person's possession original documents or their copies. The Supplier will not be entitled to any payment beyond what is indicated in this Agreement for the Services mentioned in this paragraph or for the updating of the documents.
- 17.6. The aforementioned in this paragraph including its sub-paragraphs are of the fundamentals of this Agreement, and its violation will be deemed as a fundamental breach of this Agreement.

18. Maintenance of confidentiality

- 18.1. The Supplier undertakes indefinitely that it will keep confidential, and not forward in any way whatsoever, and not grant for an exchange or without exchange, and not deliver, publish, disclose, copy or use for purposes other than the provision of the Services and fulfillment of its obligations according to this Agreement, and that it will not bring to the knowledge of any person, apart for the Client, and apart for the Supplier's workers or anyone on its behalf, who need it to provide the Services in accordance with this Agreement, any knowledge, information, document (as defined in paragraph 17.1 above), and any other material that came or will come to its possession in full or in part in relation to this Agreement, or in relation to the provision of the Services, whether prior to the execution of this Agreement, during its execution or after.
- 18.2. Notwithstanding the aforementioned in this paragraph, 18, the Supplier undertakes to sign and make anyone sign on its behalf that it has access to information related to this Agreement, the confidentiality Agreement in the version attached as Appendix B to this Agreement, according to which it will undertake indefinitely that it will maintain confidential, and not forward in any way whatsoever, and not hand in with or without a reward, and not deliver, publish, disclose, copy or use for purposes other than the provision of the Services and fulfillment of its obligations according to this Agreement, and will not bring to the knowledge of any person, apart for the Client, its workers and anyone on its behalf, apart for the Supplier, its workers and anyone on its behalf, who need this to execute this Agreement, any knowledge, information, document and any other material that came or will come to its possession whether in full or in part in relation to this Agreement or in relation to the provision of Services, whether prior to the execution of this Agreement, during its execution, or after its execution.
- 18.3. The aforementioned in this paragraph shall not apply to information that is common knowledge at the time of the signing of this Agreement, or which became common knowledge afterwards, provided that if that information became common knowledge after the time of the signing of this Agreement, this did not occur via the Supplier or anyone on its behalf, whether directly or indirectly, whether in deed or omission or by silent consent. The burden of evidence that the fundamentals of this paragraph exist will be of the Supplier.

18.4. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

19. Avoidance of conflict of interests

19.1. The Supplier hereby explicitly declares that it and/or the staff on its behalf are not in a position of conflict of interests, whether directly or indirectly, including personal, professional or business conflict of interests, or conflict of interest between them and the Client and/or the Ministry of Transport, and it undertakes to avoid leading to or being in a position where they and/or their activities are in conflict with their obligations according to this Agreement. In any case, the Supplier undertakes to notify the Client immediately when this comes to its attention, that it and/or the staff on its behalf are in a position of conflict of interests as mentioned above.

19.2. Notwithstanding the aforementioned, a team member who is in a position of conflict of interest that was not predicted, will be replaced at the approval of the Client with another team member with similar skills, within 14 days after it became aware of the existence of conflict of interests.

19.3. The details of this paragraph, for all its sub-paragraphs, constitute this Agreement's fundamentals, and its violation shall be deemed as a fundamental breach of this Agreement.

20. Assignment of this Agreement

20.1. The Supplier is not entitled to assign to others this Agreement or any part thereof, and it is not entitled to transfer or encumber or mortgage to others any right or obligation according to this Agreement, including the right to sums that may be owed to the Supplier according to this Agreement, unless with the consent of the Client in advance and in writing.

20.2. The Supplier is not entitled to assign to another the execution of the Services, whether in full or in part, unless with the consent of the Client in writing and in advance.

20.3. Notwithstanding the aforementioned in paragraphs 20.1 and 20.2 above, in the event that the Supplier transfers its rights or obligations according to this Agreement and/or assigns the execution of Services, whether in full or in part, to another, the Supplier will continue bearing the full responsibility for its obligations to the Client according to this Agreement.

20.4. The Client will be entitled to transfer its rights and obligations in virtue of this Agreement, whether in full or in part, to the Ministry of Transport and/or to any other governmental entity and/or entity under the control of the State of Israel and/or any other entity, provided that the Supplier's rights according to this Agreements are not being compromised.

21. Fundamental breaches

21.1. In the event that the Supplier conducts a fundamental breach of this Agreement and/or conducted a non-fundamental breach of this Agreement and does not amend the violation within 5 work days from the time of the Client's written request, the Client will be entitled, at its sole discretion, to act in one or more of the below detailed ways, without causing the expiration of this Agreement:

- 21.1.1. To terminate immediately, permanently or temporarily the continuation of the provision of Services, whether in full or in part;
- 21.1.2. Replace the Supplier with another service provider in order to complete the Services, whether permanently or temporarily;
- 21.1.3. The Client will be entitled to collect from the Supplier its expenses in the aforementioned case plus administrative expenses at the rate of 15% including VAT.

To remove all doubt, it is hereby clarified that the actions of the Client according to this paragraph do not terminate this Agreement and do not release the Supplier from its obligations according to this Agreement.

- 21.2. Notwithstanding the aforementioned, in addition to the aforementioned in paragraph 21.1 above the Client may, at its sole discretion, terminate this Agreement immediately, whether in full or in part, by providing a written notice to the Supplier, without the need to provide any alert whatsoever, without being obliged to pay any compensation, and without detracting from any other or additional relief at its disposal, in one of the below cases:
 - 21.2.1. Fundamental breach of this Agreement by the Supplier
 - 21.2.2. The Supplier is suspicious of committing a crime that bears infamy
 - 21.2.3. A request for liquidation or settlement with creditors or a bankruptcy request were submitted against the Supplier or by the Supplier;
 - 21.2.4. Expropriation was applied to the property of the Supplier and/or funds owed to the Supplier by the Client and which are held by the Client, and the expropriation was not retracted within 14 days.

22. Representative of the Client

- 22.1. The representative of the Client for the execution of this Agreement is _____ and/or anyone appointed in its name and/or on its behalf and/or as its replacement by the Client.
- 22.2. The Client will be entitled to replace the representative at any time via a notice to the Supplier.
- 22.3. To remove all doubt, the representative of the Client is not authorized to change any of the Agreement conditions, including a change that obliges the Client to pay additional sums beyond the ones detailed in paragraph 11 above; any change in this Agreement will be made only in accordance with the aforementioned in paragraph 24.2 below.
- 22.4. The representative of the Client will be entitled to enter any place where any activity related to or involved in the provision of the Services takes place, participate in any activity related to, or involved in its execution, and the representative of the Client will be entitled to review any document and receive any document and information related to, or involved in the provision of the Supplier's Services.

23. Settlement of disputes

- 23.1. Any dispute involved in this Agreement or derived from it will be brought first to arbitration, in order to settle it in an amicable manner before the CEO of the Client and/or anyone on its behalf, and the CEO of the Supplier. The representatives of the Client and the Supplier will discuss the dispute in good

faith and make efforts to settle it amicably without needing judicial procedures or semi-judicial procedures.

23.2. A dispute between the Parties that was not solved in the way determined in paragraph 23.1 above within 30 days from the day on which the dispute arises, will be forwarded for inquiry to the authorized courts in accordance with paragraph 24.4 below.

23.3. In this context, it must be emphasized that in any case of a dispute – whether monetary or other – this shall not constitute a cause for the termination of this Agreement by the Supplier and/or the Supplier's failure to meet its obligations according to this Agreement and the aforementioned disputes, will be investigated in accordance with the mechanisms detailed in this paragraph above.

24. Miscellaneous

24.1. Non-enforcement does not detract from rights. Non-enforcement by an entity to this Agreement of the entity's rights does not constitute relinquishment of these rights or the right to sue (including enforcement) for their violation, and it shall not prevent the enforcement of the provisions of this Agreement at the request of the same party on a later date or for another violation of this Agreement.

24.2. Amendment to this Agreement and its change. any amendment to this Agreement or its change will be made in writing, signed by the authorized signatories of the Parties to this Agreement.

24.3. Superseding and exhaustive Agreement. This Agreement, its related Agreements and other documents between the Parties whose date, as the date of this Agreement, constitute the entire Agreement between the Parties, terminate any previous agreement and consent, whether in writing or orally, between the Parties in matters that are the subject of this Agreement.

24.4. Local authority. Any issue related to this Agreement will be litigated only at the authorized courts of Tel Aviv- Jaffa.

24.5. Pending warranty. This Agreement will enter into force upon the signing of the Agreement by the last authorized signatories of the Client.

25. Addresses of the Parties and delivery of notices

25.1. Notices regarding this Agreement will be sent via registered mail or facsimilia or email or will be delivered by hand, according to the addresses of the Parties indicated in the preface of this Agreement, and every notice shall be deemed as if received on the following dates: one day after its delivery, if delivered by hand; one day after the time of its delivery against a delivery approval, whether delivered via facsimilia on the time of its opening by the addresses, if delivered by email; or 7 days after the day on which it was forwarded for delivery, or sent via registered mail.

25.2. Every party reserves the right, upon notice to be provided according to the provisions of this paragraph, to change its address and the address for delivery of copies of this Agreement.

In witness whereof, the Parties have hereunto affixed their signatures:

The Client
Appendix A

The Supplier

Tender Documents, Individual Request and Supplier's Proposal

Appendix B

To:

_____ (hereinafter: “**the Client**”)

Regarding: **Obligation of the Supplier to Maintain Confidentiality**

I, the undersigned, _____, ID/private business/authorized dealer _____, hereby declare before the Client that I am aware that for the purpose of my role in the provision of Services- installation and maintenance of an enforcement System in the public transportation routes (hereinafter: “**the Services**”), that the Client’s information will be disclosed to us and/or be brought to our knowledge, and that I am aware that the information is an asset of the most fundamental and vital nature for the Client.

In this Letter of Undertaking, the term ‘information’ means any information or data of the Client and/or related to it and/or related to its re-organization plan and/or at its offices and/or related to it and/or its Clients and/or its workers and/or third parties with which the Client conducts its business or other relations, including any information related to the Client’s business, including, but without detracting from the generality of the aforementioned in documents and/or information database and/or computer software and/or formulas and/or ideas and/or business plans and/or reports, in any media whatsoever, whether in writing or orally, and whether in magnetic or optic media or in any other way, except for information that is accessible and open to public review.

Therefore, I hereby declare and undertake before the Client as follows:

1. To maintain strict confidentiality and not disclose and/or forward, whether directly or indirectly, to any person and/or entity whatsoever, including workers of the Client, who do not need the information for the fulfillment of their roles, any information which came and/or will come to my possession whether directly or indirectly, including information created by me and/or information that came to my possession from others related directly or indirectly to the Client.
2. Not to deliver and forward, whether directly or indirectly, to any person and/or entity, any material, document, floppy disk, and/or information, as defined above, and not use, whether directly or indirectly the information, whether in full or in part, including copying, manufacture, sale, transfer, distribution, change, and/or imitation, except for the use required for the fulfillment of my role and provision of the Services, at the consent of the Client and for its benefit only.
3. To delivery to the Client any material and/or information to be at my possession and/or under my control, related to the fulfillment of my role and the provision of the Services and/or created during the fulfillment of my role and the provision of the Services, immediately upon the first demand of the Client, as well as in any case of termination of my role, regardless of the reasons for the termination of my aforementioned role, immediately upon the provision of notice regarding the termination of my role. If and insofar as the Client’s consent is provided, in advance and in writing, to create copies of the information, then I undertake to return to the Client also every copy of the aforementioned information or, in accordance with the instructions of the Client, to eliminate/shred all copies at my possession, immediately upon the first request of the Client.

4. I am aware that violation of my obligations according to this Letter of Undertaking or part of them, may cause the Client and/or related entities severe and irrevocable damage for which monetary compensation cannot constitute a proper remedy or relief, and therefore I agree that the Client will be entitled, in the case of a violation of any of my obligations according to this Letter of Undertaking, to ask an authorized court to issue against me a temporary protective injunction and/or other orders to prevent and/or stop the violation.
5. Notwithstanding the aforementioned, I undertake to compensate and indemnify the Client for any damage caused to it or the companies related to it, including loss or harm to reputation as a result of a violation of any of my obligations according to this Letter of Undertaking, in addition to its right to carry out legal proceedings against me according to any law. In addition, I undertake that in the event that I violate any of the conditions of this Letter of Undertaking, I will return to the Client any sum I received, insofar as I will receive, for the fulfilment of my role.
6. I am aware that the information or part of it constitutes protected information in the framework of the Privacy Protection Law of 1981, and that violation of any of the obligations according to this Letter of Undertaking may constitute a violation of the aforementioned provisions of the law.
7. In the event that I am requested in virtue of a legal obligation to disclose the information to any third party whatsoever, I undertake to claim for confidentiality, and notify the Client regarding the receipt of the aforementioned demand, immediately upon its receipt, so that it can claim against the disclosure of the information.
8. I am aware that my obligations according to this Letter of Undertaking do not detract from the application of any law, are non-reproducible and indefinite, and they will be valid at any time from the time of the signing of this Letter of Undertaking onward, and including after the termination of my role for any reasons whatsoever.
9. Notwithstanding the aforementioned, I am aware that my aforementioned written obligation is a fundamental of the contract between me and the Client, and that in case of a violation of my obligation according to this Letter of Undertaking, this shall constitute a fundamental breach of the contract between me and the Client.
10. The judicial authority regarding this Letter of Undertaking will be of the authorized courts in Tel Aviv-Jaffa only.

In witness hereof I have hereunto affixed my signature:

Date:

Name:

ID/private
company:

Signature:

Appendix C

Insurance

1. Notwithstanding the Supplier's responsibility according to this Agreement or by any law, the Supplier must obtain and maintain, on its account, and for the entire Agreement Period (and for a professional liability Insurance of three additional years) the Insurances detailed in the Insurance confirmation attached to this Agreement as **Appendix C1** and which constitutes and inseparable part thereof (hereinafter: "**the Supplier's Insurances**" and "**the Insurance Confirmation**", as the case may be), by an Insurance company legally authorized in Israel.
 - a. Employers liability – it is hereby agreed that if workers are not employed by the Supplier, it would be possible to remove the 'employer liability' Insurance paragraph from the Insurance Confirmation.
 - b. Policy versions – the Supplier must ensure that the 'negligence' exception will be canceled in all Supplier Insurances (the aforementioned does not detract from the insurers' rights according to law).
2. Without the need for any demand from the Client, the Supplier must issue to the Client, prior to the commencement of provision of Services, and as a precondition for signing a contract or any payment of reward, an Insurance Confirmation, signed by the Supplier's insurer. In addition, immediately upon the conclusion of the Insurance period, the Supplier must issue to the Client an updated Insurance Confirmation for an extension of validity of the Supplier's insurances for an additional Insurance period, and every Insurance period, as long as this Agreement is valid.

In the event that the Supplier's insurer notifies the Client that any of the Supplier's Insurances is about to be terminated or change adversely, as mentioned in the final clause of the Insurance Confirmation, the Supplier must obtain the same Insurance again and issue a new Insurance Confirmation, prior to the date of termination or adverse change.
3. It is hereby clarified that the required liability in the framework of the Supplier's Insurances is a minimum requirement, that applies to the Supplier, which does not detract from any obligation of the Supplier according to this Agreement and/or according to any law, and it does not exempt the supplier from full liability according to this Agreement and/or according to any law, and the Supplier will have no claim against the Client or anyone on its behalf for anything related to the aforementioned liability.
4. The Client will have the right but not the obligation to check the Insurance Confirmation, to be issued by the Supplier as mentioned above. The Supplier must carry out any change, amendment, adjustment or expansion to be required in order to adjust the Supplier's Insurances to the Supplier's obligations according to this Agreement.
5. It is hereby declared and agreed upon that the Client's rights to check the confirmation and demand the changes as detailed above, do not apply to the Client or anyone on its behalf any obligation or any liability whatsoever regarding the Insurances of the Supplier, their nature, scope, validity, or their absence, and they do not detract from any obligation whatsoever applied to the Supplier according to this Agreement or according to any law, whether the changes were required as detailed above or not, whether the Insurance Confirmation was examined or not.
6. The Supplier exempts the Client and its representative from any liability to any loss or damage to property or any equipment whatsoever (including vehicle and heavy

equipment), brought by the Supplier or anyone on behalf of the Supplier to the Client's site and/or that serves for the provision of Services, and the Supplier shall have no claim, demand or suite against the aforementioned for loss and/or damage as mentioned above, provided that the aforementioned exempt does not apply to anyone who caused intentional damage.

7. In addition, the Supplier must obtain the following Insurances, whether on its own or via its representatives: mandatory Insurance as requested by any law for physical harm due to use of vehicles, liability Insurance for third party property due to use of vehicles up to the sum of 400,000 NIS for one damage, 'extensive' Insurance for vehicles and an 'all-risks' Insurance for mechanical engineering equipment.

Despite the aforementioned, the Supplier has the right not to obtain property Insurances (except for a third-party liability Insurance) detailed in this paragraph, in full or in part, but the exemption detailed in paragraph 6 above will apply as if the aforementioned Insurances were fully obtained.

8. In any additional property Insurance or complementary Insurance to be obtained by the Supplier, a paragraph regarding the insurer's relinquishment of the subrogation right must be included for the Client and others on its behalf. Relinquishment of the aforementioned subrogation right will not apply in favor of a person who causes harm intentionally.
9. Notwithstanding any of the provisions of this Agreement regarding the assignment of this Agreement, and in cases where the Services or part of them are provided by the sub-contractors on behalf of the Supplier, the Supplier must ensure that the sub-contractor had proper Insurance policies in accordance with the nature and scope of their contracts.

It is hereby clarified that the Supplier is liable to the Client for all Services, including Services provided or to be provided by sub-contractors.

10. The Insurance appendix is of the fundamentals of this Agreement and its violation constitutes a breach of this Agreement. Notwithstanding the aforementioned, non-issuance of an Insurance Confirmation on time does not constitute a fundamental breach, unless 10 days have passed from the time of the Client's written request to the Supplier to issue the aforementioned Insurance Confirmation.

Appendix C1 – Insurance Confirmation

Insurance Confirmation		Date of issuance of confirmation (DD/MM/YYYY)	
<p>This Insurance Confirmation constitutes evidence that the insured has a valid Insurance policy, in accordance with the information detailed in it. The information detailed in this confirmation does not include all policy conditions and its exceptions. However, in case of a contradiction between the conditions detailed in this confirmation and the conditions stipulated in the Insurance policy, the Insurance policy will supersede, apart for in a case where any condition in this confirmation benefits the requester of the confirmation.</p>			
Confirmation requester	Insured	Nature of employment	Status of the confirmation requester
Name: Netivei Ayalon Ltd. And/or mother company and/or subsidiaries and/or related companies	Name	<ul style="list-style-type: none"> <input type="radio"/> Real estate <input checked="" type="radio"/> Services <input type="radio"/> Provision of products <input checked="" type="radio"/> Other: provision of technical solutions for identifying the number of passengers in a vehicle 	<ul style="list-style-type: none"> <input type="radio"/> Leaser <input type="radio"/> Lessee <input type="radio"/> Concessionaire <input type="radio"/> Sub-contractor <input checked="" type="radio"/> Services Client <input type="radio"/> Products Client <input type="radio"/> Other: _____
	Addressee: 1 Nim Avenue Rishon LeZion		

Coverages																		
Type of Insurance Division according to limit of liability or Insurance sums	Policy number	Version and policy edition	Date of commencement	Date of conclusion	Limit of liability/Insurance sum	Valid additional coverages and cancellation of irregularities. Indicate coverage code in accordance with Appendix X												
					Sum	Currency												
Property						NIS												
Third party					2,000,000	NIS												
						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">302 (cross liability)</td> <td style="width: 30%;"></td> </tr> <tr> <td>305 (firearms)</td> <td></td> </tr> <tr> <td>321</td> <td style="text-align: center;">322</td> </tr> <tr> <td>312 (coverage for damage to heavy equipment containers)</td> <td style="text-align: center;">328</td> </tr> <tr> <td>307</td> <td style="text-align: center;">329</td> </tr> <tr> <td>315</td> <td></td> </tr> </table>	302 (cross liability)		305 (firearms)		321	322	312 (coverage for damage to heavy equipment containers)	328	307	329	315	
302 (cross liability)																		
305 (firearms)																		
321	322																	
312 (coverage for damage to heavy equipment containers)	328																	
307	329																	
315																		
Employer's liability					20,000,000	NIS												
						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">319</td> <td style="width: 30%;"></td> </tr> <tr> <td>328</td> <td></td> </tr> </table>	319		328									
319																		
328																		

Product liability						NIS													
Professional liability					4,000,000	NIS	<table border="1"> <tr> <td>321</td> <td>328</td> </tr> <tr> <td>301 (loss of documents)</td> <td>332 (disclosure period)</td> </tr> <tr> <td>303 (libel and slander)</td> <td></td> </tr> <tr> <td>327 (delay)</td> <td></td> </tr> <tr> <td>326 (harm to privacy)</td> <td></td> </tr> <tr> <td>325 (fraud and dishonesty of employees)</td> <td></td> </tr> </table>	321	328	301 (loss of documents)	332 (disclosure period)	303 (libel and slander)		327 (delay)		326 (harm to privacy)		325 (fraud and dishonesty of employees)	
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327 (delay)																			
326 (harm to privacy)																			
325 (fraud and dishonesty of employees)																			
Other																			

Details of the Services (subject to the Services detailed in this Agreement between the insured and the confirmation requester. Indicate the service code from the list in Appendix C)*:
043
Cancelation/change of policy
Change that affects the confirmation requester adversely or termination of the Insurance policy will not enter into force until 30 days after the delivery of a notice to the confirmation requester regarding the change or the termination.
Signing of the confirmation
The insurer:

Appendix D

Bank Guarantee Version

Date:

To:

Regarding: guarantee number _____

At the request of _____ (hereinafter: "**the Supplier**"), we hereby guarantee the clearance of any sum up to _____ NIS (in words: _____ NIS), (hereinafter: "the Guarantee Sum") which you are to demand from the Supplier regarding the fulfillment of its obligations in relation to this Agreement for the provision of technical solutions for the Identification of the number of passengers in a vehicle.

We undertake to pay you any sum or sums up to the sum of the aforementioned guarantee, within seven (7) days after your first written request, without you having to evidence your demand or demand the sum from the Supplier first.

This guarantee is independent, irrevocable and cannot be canceled, and there will be no need to prove your demand according to it in a legal procedure, or in any other way, and you will not be requested to submit a legal claim against the Supplier to receive the payment, and/or demand payment from the Supplier.

We agree that forfeiture of part of the guarantee will not detract from its validity and it will remain valid for the remainder of the sum that was not forfeited.

This guarantee will be valid also for anyone who replaces you, whether as an assignee or in any other way.

This guarantee will remain valid until _____.

A demand that is sent to us after the aforementioned date will not receive a response.

This guarantee cannot be transferred.

Sincerely,

Appendix E

Technical Specification

Appendix F

Price Offer for the Individual Request