## Appendix F - Temporary Traffic Arrangements

The Supplier shall, through its Installation Subcontractor, be fully responsible for planning (where required), coordinating, obtaining all required permits and approvals for, implementing, operating, maintaining, modifying and removing all temporary traffic arrangements required for the execution of the works. In this Appendix, "Installation Subcontractor" means the Supplier's appointed subcontractor for the supply, installation and maintenance of low-voltage equipment on roads.

Without limiting the generality of the foregoing, the Supplier's responsibilities shall include:

**a. Traffic Engineering**

Planning the temporary traffic arrangements, where required, through a qualified traffic engineer, including the preparation of all required traffic arrangement plans and any revisions thereto as required by the Company, the Project Manager, Israel Police, the local traffic authority, the relevant road authority or any other competent authority.

**b. Approvals and Coordination**

Obtaining all permits and approvals required for the implementation of the temporary traffic arrangements, including the Company's approval, in accordance with its guidelines and procedures, and coordinating their implementation with all relevant authorities, including Israel Police, the local traffic authority, the relevant road authority, the local municipality, the Company's traffic light maintenance contractor and any other relevant party.

**c. Traffic Safety Supervision**

Appointing a qualified traffic safety supervisor who shall be responsible for supervising, inspecting and continuously monitoring the temporary traffic arrangements throughout the execution of the works and ensuring continuous compliance with the approved traffic arrangement plans and all applicable safety requirements.

Where required by applicable law, approved traffic arrangement plans or, any competent authority, the Supplier shall be responsible for providing, coordinating and managing all required traffic marshals throughout the execution of the works.

**d. Inspection Following Installation**

Following the implementation of each new temporary traffic arrangement, the Supplier's traffic engineer shall inspect the site and confirm in writing that the arrangement has been implemented in accordance with the approved plans and all applicable authority requirements.

**e. Supply, Operation and Maintenance**

Supplying, installing, operating, maintaining, inspecting, repairing, modifying and removing all temporary traffic arrangements, road signs, road markings (where applicable), barriers, temporary lighting, arrow boards and any other traffic control or safety equipment required for the execution of the works.

All traffic control devices and safety equipment shall comply with the applicable laws, regulations, standards and the current edition of the relevant traffic arrangement guidelines issued by the competent authorities.

**f. Corrections and Modifications**

Any correction of deficiencies, modifications to the temporary traffic arrangements or revisions to the approved traffic arrangement plans required by the Company, the Project Manager, Israel Police, the local traffic authority, the relevant road authority or any other competent authority, or requested by the Supplier, shall be carried out by the Supplier, at its sole expense, in accordance with the applicable authority requirements.

The Supplier shall not be entitled to any additional payment or compensation in connection with such corrections, modifications or revisions, unless directly arising from a scope change formally instructed by the Company pursuant to a Change Order as defined in the Agreement.

**g. Suspension of Works**

The Company may immediately suspend any works being carried out without approved temporary traffic arrangements, without required coordination with the competent authorities, or in a manner creating a safety risk, until all deficiencies have been fully remedied.

Nothing in this Appendix shall relieve the Supplier of its overall responsibility under the Agreement. The Supplier shall remain fully responsible for all acts and omissions of its Installation Subcontractor relating to the temporary traffic arrangements.

# Appendix G – Emergency Time Provisions

## Part A – Emergency Operations Requirements

The provisions of this Appendix are intended to supplement the Agreement with respect to the Supplier's obligations during the performance of the Services under Emergency conditions.

For the purposes of this Appendix, an "**Emergency**" shall include any state of war, special home front situation, mass casualty event, civil defense emergency, activation of the National Emergency Economy (MELAH), state of emergency preparedness, or any other situation declared by a competent authority or by the Company as requiring an immediate operational response to exceptional events that have occurred or are anticipated to occur, including emergency drills.

The Supplier hereby represents, warrants and undertakes, inter alia, in light of Government Resolution No. H/72 dated 27 July 2017 and the national need to ensure the continuity of transportation systems, roads and their maintenance during Emergencies, as follows:

### 1. Continuity of Performance

The Supplier shall continue to perform the Services under the Agreement during an Emergency and shall take all reasonable measures within its reasonable control, having regard to the circumstances then prevailing, in order to achieve the Service Levels and performance objectives established by the Company for the Emergency, including, without limitation, deploying its personnel and equipment, carrying out repairs and maintenance activities, and performing all work required in the systems, roads and locations designated by the Company.

### 2. Essential Economy

During an Emergency, the Supplier shall operate as an **Essential Economy**.

For the purposes of this Appendix, an "**Essential Economy**" shall mean any of the following, in whole or in part:

(a) an "**Essential Plant**" as defined in the Emergency Labor Service Law, 5727–1967; and/or

(b) production facilities, resources, services, products, materials, supplies and activities that are essential for maintaining the civilian population, supporting the national emergency effort and sustaining the national economy, whether or not formally designated as an Essential Plant.

The Supplier shall ensure the availability of its personnel and equipment assigned to the Company's worksites and shall provide the Company, upon request, with all information reasonably required for Emergency preparedness, including, without limitation:

- available resources;
- heavy equipment and any other operational equipment;

- equipment operational status;
- workforce information;
- participation in preparedness inspections conducted during routine periods; and
- the Supplier's operational facilities.

The Supplier shall further make such information available during inspections and periodic preparedness reviews conducted for the purpose of maintaining Emergency readiness.

The disclosure of such information shall be limited to the extent reasonably required for Emergency preparedness, maintenance of operational readiness or management of the Emergency, and shall be subject to applicable law and to the Supplier's confidentiality obligations towards third parties.

**3. No Additional Compensation**

The Supplier acknowledges and agrees that compliance with the provisions of the Agreement and this Appendix during an Emergency shall not entitle the Supplier or anyone acting on its behalf to any additional compensation beyond that provided under the Agreement, nor to any compensation for loss, damage, increased costs or any similar claim arising solely from the existence of the Emergency.

**4. Emergency Preparedness**

The Supplier shall provide its employees and all persons engaged in the Project with all means required for the performance of their duties during an Emergency, including, without limitation, personal protective equipment, collective protective equipment and area protection measures, and shall ensure the continuous and orderly availability thereof.

The Supplier shall maintain a constant state of preparedness for Emergency situations and shall be prepared for any Emergency scenario in order to comply with the provisions of the Agreement and this Appendix.

**5. Company Instructions**

During an Emergency, the Supplier shall act in accordance with the instructions of the Company and/or its authorized representatives.

For the avoidance of doubt, during an Emergency the Company shall have the exclusive discretion to determine the works and Services to be performed by the Supplier, including their nature, prescribed response times, locations and any other operational requirements, provided that such instructions remain within the scope of the Services under the Agreement and do not require the Supplier to act in violation of applicable law or mandatory safety instructions issued by the competent authorities.

The Supplier shall have no claim whatsoever against the Company in connection with such determinations and shall comply with the Company's instructions, including those issued through the Project Manager, both with respect to the execution of the required Services and the schedules established by the Company.

Failure by the Supplier to comply with such instructions shall entitle the Company to the agreed contractual remedies, including liquidated damages, in accordance with the table set forth in Appendix E of the Agreement.

**6. Return to Normal Operations**

Upon termination of the Emergency, the Supplier shall promptly resume and complete the full scope of the Services required under the Agreement in accordance with the provisions thereof.

**7. Material Breach**

It is hereby clarified that any material breach of the provisions of Parts A or B of this Appendix resulting from an act or omission within the Supplier's reasonable control shall constitute a material breach of the Agreement.

Without prejudice to any other right or remedy available to the Company under the Agreement or applicable law, the Company shall be entitled to exercise any contractual or legal remedy in respect of such breach, including, without limitation, deduction of payments, set-off, or realization of any performance security or guarantee.

**IN WITNESS WHEREOF,** the Supplier has executed this Appendix:

_____

**The Supplier**

**Attorney's Certification**

I, the undersigned, _____, Advocate, License No. _____, of _____, hereby certify that the person(s) executing this Appendix on behalf of _____ Ltd. (the "**Supplier**") is/are duly authorized to execute this Appendix on behalf of the Supplier in accordance with all applicable laws, and that the signature(s) appearing herein legally bind(s) the Supplier for all intents and purposes.

_____ _____

Date Attorney's Signature and Seal

**Part B – Operational Requirements for Emergency Response**

Part B of this Appendix shall neither supersede nor replace the provisions of Part A. In the event of any inconsistency or conflict between the provisions of Part A and Part B, the provisions of Part A shall prevail.

The purpose of Part B is to set forth the minimum operational measures required of the Supplier to ensure its preparedness and readiness for Emergency situations.

It is hereby clarified that the provisions set forth below constitute minimum requirements only, and compliance therewith shall not relieve the Supplier of any obligation under the Agreement in general or under Part A of this Appendix in particular.

**General Requirements**

**1. Response Time**

The Supplier shall use its best reasonable efforts during an Emergency to comply with all obligations under the Agreement, including maintaining the agreed Service Levels (SLAs), responding to Critical Incidents, and providing Services throughout the applicable geographical area in a manner that prevents operational shutdowns or deterioration of existing failures.

The Supplier shall also implement information security updates for the Systems in accordance with the Company's requirements.

**2. Physical Attendance**

Where remote access is unavailable due to communication failure or active interruption of remote connectivity, the Supplier shall deploy appropriate personnel to the Company's sites in order to perform fault correction, system updates and all activities necessary to maintain the proper operation of the Systems, all in accordance with the directives and instructions issued by any competent authority.

**3. Protected Areas**

For personnel working within buildings, the Supplier shall designate, during routine operations, the protected areas intended for employees in accordance with the protection levels prescribed by the Home Front Command.

For field work sites, the Supplier shall designate an appropriate protective solution suitable for the nature of the site and in accordance with the directives and instructions of the Home Front Command as may be in force from time to time.

**4. Food and Essential Supplies**

During routine operations, and to the extent reasonably required having regard to the nature of the Services, the Supplier shall maintain appropriate logistical preparedness to provide

reasonable support for essential personnel during an Emergency, including food and drinking water, taking into account the prevailing circumstances and the anticipated scope of operations.

**5. Transportation**

The Supplier shall make reasonable preparations, to the extent practicable and having regard to the prevailing circumstances, to facilitate the transportation of essential personnel to and from the work sites where required to ensure the continuity of the Services.

**6. Communications**

The Supplier shall maintain continuous communications with the Company through not fewer than three independent communication channels, which may include, without limitation:

- mobile telephone;
- landline telephone;
- satellite telephone;
- electronic mail;
- face to face meetings between designated representatives

**7. Verification of Emergency Information**

Upon declaration of an Emergency or upon direct request by the Company, the Supplier shall immediately contact the Company's designated representative for the purpose of verifying and updating Emergency-related information, including workforce availability, equipment, emergency inventory, deployment of equipment and other information relevant to the Emergency response.

**8. Emergency Training**

During routine operations, the Supplier's relevant personnel, as designated by the Company, shall participate in Emergency training, drills and exercises coordinated in advance between the Parties, in a reasonable scope commensurate with the nature and requirements of the engagement.

Upon activation of Emergency operations, the Supplier's personnel shall participate, where required, in a short emergency briefing covering life-saving instructions and safety procedures. Without derogating from Section 3 of Part A of this Appendix, the Supplier shall not be entitled to any additional compensation for participation in such training or briefings.

**9. Periodic Readiness Review**

Once every two (2) years, the Supplier shall arrange a meeting between its designated representatives and the Company's designated representatives, giving the Company at least

thirty (30) days' prior written notice, to conduct a qualitative review of the Supplier's ability to comply with the provisions of this Emergency Appendix.

The review shall serve as a preparedness exercise and an opportunity to provide guidance, with the aim of improving the Parties' emergency readiness within the operational framework established under the Agreement.

**Specific Requirements**

**10. Supplier Recognized as an Essential Plant – Certification**

Where the Supplier is recognized or required to be recognized as an **Essential Plant**, the certification process shall be carried out with the guidance and assistance of the Company.

It is hereby clarified that the Supplier's designation as an Essential Plant or Essential Enterprise under any other agreement or for any other purpose shall not derogate from its obligations towards the Company, which shall remain in full force and effect, including, where applicable, the allocation of dedicated personnel and equipment for the benefit of the Company during an Emergency.

**11. Supplier Recognized as an Essential Plant – Mandatory Audit**

Where the Supplier is recognized as an Essential Plant, a mandatory Essential Plant audit shall be conducted once every two (2) years under the supervision of the Emergency Labor Administration of the Ministry of Labor and accompanied by representatives of the designated authority (Netivei Israel – National Transport Infrastructure Company Ltd.) and representatives of the Company.

Such audit shall constitute an integral part of the certification and validation process for the Essential Plant Certificate issued by the Ministry of Labor.