

Volume B - The Agreement

Ayalon Highways Co. Ltd
Framework Tender No. 11/20
Agreement No. _____

Framework Agreement

For examination of the use of Mass
Transportation Electric Vehicles

Signed on the _____ of the Month of _____ in the Year 2020

Between

Ayalon Highways Co. Ltd

(hereinafter and in all of the documents of this Agreement: “**The Company**”)

And

(hereinafter and in all of the documents of this Agreement: “**The Supplier**”/ “**The Framework Supplier**”)

Whereas the Company is interested to examine the use of Mass Transportation Electric Vehicles (“**MTEV**”) (hereinafter: “**The Project**”):

And Whereas the Company has published Tender No. 11/20 For examine the use of Mass Transportation Electric Vehicles in Israel (“**The Tender**”) to assemble a repository of framework suppliers, with whom this Agreement will be signed, and from whom the

Company may select, in accordance and subject to the provisions of this Agreement, the Framework Supplier that will execute for it an individual Task, as will exist from time to time, and as the Company will instruct, according to this Agreement;

And Whereas the Company accepted the Supplier's proposal to the Tender and upon signing this Agreement with the Supplier, included the Supplier in the repository of framework suppliers undertaking to execute the Tasks in accordance with this Agreement;

And Whereas the Parties are interested in defining in this Agreement their relationship with respect to the Supplier's inclusion in the Framework Supplier Repository, all as detailed in this Agreement.

Therefore, it was agreed, stipulated and declared in writing as follows:

1. **General**

- 1.1 The preamble to this Agreement comprises an inseparable part thereof.
- 1.2 The clause headings in this Agreement are provided solely for the reader's convenience, and will not be used to interpret the content of the clauses in any way.
- 1.3 The terms in this Agreement will bear the same meaning given to them in the Tender documents, unless expressly stated otherwise.

2. **The Agreement's Documents**

The Framework Supplier's Proposal to the Tender, containing all of its volumes, appendices and attachments, and all of the Tender Documents, which are attached by way of reference, including those that correct and/or modify and/or refer to them and/or added to and specifically mentioned as such, will form and/or be deemed an integral part of this Agreement (hereinafter: "The Agreement").

3. **Definitions**

3.1 In this Agreement, the following terms will bear the following meanings:

- "Framework Suppliers Repository"** - A repository containing all of the awardees in the Tender that between them and the Company a Framework Agreement has been signed (this Agreement);
- "Task"** - A specific task for provision of services and/or goods by a Framework Supplier in accordance with the results of the Individual Referral in relation to this task;

“The Services”/ “The Works” - Provision of services and/or goods by a Framework Supplier, as specified in the tender documents, as well as those services and/or goods that will be defined in the framework of Individual Referrals that will be conveyed to Framework Suppliers as per the detailed mechanism below;

“Individual Referral” - As implied in Clause 6 herein:

4. **The Term of the Agreement**

- 4.1 The Term of the Agreement between the Company and the Supplier will be for 24 months (hereinafter: **“Term of the Agreement”**), commencing on the date that the Company has signed the Agreement.
- 4.2 The Company will have the option, at its sole discretion, to extend the Term of the Agreement, by written notice, in 3 additional periods of 12 months each (hereinafter: **“The Extension Period”**), thus the total contract will not last more than a total of 60 months. It will be clarified that the Company will be entitled as his sole discretion, and without having to give reason for his decision, to extend the Term of the Agreement with only some of the Framework Suppliers while in relation to some the Term of the Agreement will not be extended, and the Supplier waives *a priori* any claim and/or demand and/or suit in this matter.
- 4.3 The Company is given the possibility, at his sole discretion, to conclude the Term of the Agreement with a notice to be provided to the Framework Supplier in writing 45 days in advance - at the Company's sole discretion, and this without derogating from any other provisions in this Agreement and/or the Tender documents.
- 4.4 Subsequent to the Company commissioning the Supplier, in the framework of the Term of the Agreement and according to this Agreement, in the implementation of the Task, the provisions of this Agreement will continue to apply concerning execution of said Task until its completion, including its delivery and inspection period, even if in the interim, the Term of the Agreement and/or Extension Period has concluded as per this Agreement. Upon conclusion of the Term of the Agreement, including the Extension Period, the Company will not be entitled to turn to the Framework Supplier for execution of new Tasks; however, implementation of Tasks conveyed to the Framework Supplier within the Term of the Agreement and/or the Extension Period will conclude

pursuant to their determined timetable, and this is also if conclusion of the execution of the same Tasks falls after the Term of the Agreement and/or the Extension Period. Nothing in the above mentioned prejudices the rights of the Company as per this Agreement relative to any Task, including his right to cancelling said contract.

5. The Tasks

- 5.1 The Company will convey to the Framework Suppliers from time to time, in accordance with its needs, an Individual Referrals concerning the execution of a one or more of the specific tasks, as follows:
 - 5.1.1 Execution of trial run which will be conducted in the proposed vehicle manufacturer's production line, in consideration for 3,000 US\$, which the Company shall pay to the Framework Supplier per day of the trial run.
 - 5.1.2 Execution of trial run which will be conducted in Israel, on a site chosen by the Company, in accordance with the provisions set in Volume F of the Tender documents - General Description of the Trial Run Phase.
 - 5.1.3 Purchase of one or more MTEV unit/s.
- 5.2 Insofar as it is not determined otherwise by the Company, the competition between the Framework Suppliers will be conducted based upon (at the Company sole discretion):
 - 5.2.1 The prices proposed by the Supplier within its commercial proposal to the Tender; or
 - 5.2.2 The prices proposed by the Supplier within the Price Quotation for an Individual Referral, as detailed below; or
 - 5.2.3 Negotiation with some or all of the Framework Suppliers, with respect to their Proposals, all in accordance with applicable Law. The procedures for conducting such negotiations will be determined by the Company.
- 5.3 The Supplier warrants, represents and undertakes that it has all rights, licenses and permits necessary for it to grant the Company with all rights to conduct trial run/s, deliver reports, use the vehicle/s and equipment and provide the Services, as set forth in the Tender Documents.
- 5.4 The Supplier will provide the required vehicle/s and equipment in order to perform the Services as part of the Task, in accordance with the provisions of the Tender Documents. The Supplier shall be solely responsible for the vehicle/s and equipment

provided, including all operation and maintenance activities required, as well as to wear and tear and degradation. Without derogating from the foregoing and/or from any rights and remedies available to the Company, the Supplier shall repair and/or replace any defect and provide all works required in connection therewith, including supports services and, at the Supplier's expense. The Supplier shall be solely responsible for all costs, fees and expenses in connection with fulfilling its obligations under this Section, including all labor, material, parts, shipping, taxes, customs and other costs, fees and expenses arising from, among other things, the import and supply of vehicle/s and equipment, removal, repair, replacement, reinstallation, inspection, shipping and testing of any items.

- 5.5 The vehicle/s and equipment shall be provided to the Company in good condition in all material respects, and shall be returned to the Supplier at the end of the relevant Task.
- 5.6 The Supplier shall provide the Company with support, maintenance and calibration services with respect to the vehicle/s and equipment provided, at the prices proposed within its commercial proposal to the Tender, or at the prices proposed within the Price Quotation for an Individual Referral, as applicable.
- 5.7 Additional terms, including liability and insurance instructions, will be determined by the Company under a specific Task Agreement to be performed for the purpose of performing a specific assignment.

6. An Individual Referral for RFQs in Relation to the Execution of a Task

- 6.1 After the Company formulates the provisions and specifications for Task execution, the Company will convey to the Framework Suppliers, an Individual Referral concerning the execution of a Task (“**Individual Referral**”). It will be clarified that an Individual Referral may contain one or more Task(s) at the discretion of the Company.
- 6.2 As part of the said Individual Referral, the Company will convey to the Framework Suppliers, all or parts thereof, the documents concerning the Individual Referral. These documents will contain detailed description of the services and/or goods required as part of the Task, as well as all the technical specifications and the commercial and legal conditions, documents, plans, quantities and instructions pertaining to the Task’s execution (as applicable).
- 6.3 In addition, insofar as the Task will include procurement of vehicle/s or equipment, the supplier will be required to comply with the requirements of the Mandatory Tenders

Regulations (Mandatory Industrial Cooperation) 5767 – 2007 (as applicable), and any other applicable law.

- 6.4 These documents, will be conveyed to the Framework Suppliers by any means chosen by the Company, at its sole and absolute discretion, including physical delivery, electronic mail, digital media and download from a cloud, etc. The Individual Referral documents will also contain the deadline for submission of quotations in relation to the execution of the Task by the Framework Supplier. It should be clarified that the Company will be entitled to set within the framework of a certain Individual Referral, additional criteria, beyond the proposed cost, for determining the supplier awarded execution of a Task, including consideration of certain criteria in relation to the compatibility of the proposed vehicles and/or the Framework Supplier to the character of the Task and/or the location and the route for which the Task is required.
- 6.5 The Supplier will submit a response to the Individual Referral that will contain a technical response (in accordance with the instructions contained in the referral), and will state in the price quotation issued in response to the Individual Referral, the proposed consideration offered by him relative to execution of the Task, as detailed in the documents of the Individual Referral (“**Price Quotation for an Individual Referral**”). Such quotations shall not exceed the price offered in the Supplier's Commercial Proposal, as submitted for this Tender.
- 6.6 The Framework Supplier undertakes to participate in all of the Individual Referrals that will be conveyed to him by the Company as part of this Agreement and submit his proposals relative to each one of these referrals. Should the Supplier fail to submit a price quotation to the Individual Referral by its set deadline, the Company will then be eligible to suspend said Framework Supplier from the repository for a period that it will determine and prevent his participation in subsequent Individual Referrals, all at the sole discretion of Ayalon Highway. The Supplier hereby waives any claim and/or demand and/or suit against

7. Selecting the Framework Supplier that will be Execute the Task

- 7.1 The price quotes for the Individual Referral will be examined pursuant to the provisions of this Agreement, the documents of the Individual Referral and the Tender documents.
- 7.2 Subject to the provisions of this Agreement, the Tender documents and the documents of the relevant Individual Referral, the Company will convey an Task for execution by

a Framework Supplier in accordance with the mechanism to be determined in the Individual Referral. In this framework, the Company will be entitled to establish in a particular Individual Referral criteria for evaluating the quality of the proposed vehicles and/or their compatibility with the relevant Individual Referral and/or determine the identity of the winning Supplier in accordance with the prices offered by the Framework Suppliers, all at its sole discretion.

7.3 In the event that two (or more) Framework Suppliers receive the same evaluation according to the results of the Individual Referral, the Company will be entitled, at its sole discretion, to act in one of the following two ways:

7.3.1 Conduct an additional pricing competition

In the framework of the additional pricing competition, each one of the mentioned Framework Suppliers will be permitted to improve their submitted Individual Referral price quotation proposal.

A Framework Supplier permitted to submit an improved offer as stated in this clause, but chose not to do so, will be considered to have proposed a 0% discount relative to the original bid, and the monetary bid will be in accordance to the proposed price quotation to the Individual Referral previously submitted.

7.3.2 Conducting a Lottery

In the framework of these proceedings, the Company will conduct a lottery between those Framework Suppliers. The Framework Supplier chosen in the lottery, will be selected by the Company to execute the Task.

7.4 Cancellation of the winning supplier as part of the Task, and removal from the Framework Suppliers Repository

7.4.1 The Supplier will not be entitled to refuse to undertake the execution of the Task, including that the Supplier will not be able to generate any claim and/or demand and/or suit with respect to the financial scope of the Task.

7.4.2 Should the Supplier fail to fulfill his obligations as imposed in the framework of the Task, the Company will be entitled, at its sole discretion, to cancel award of the Task to such supplier, or allocate an additional extension of time for him to fulfill his obligations. If the Company canceled the Supplier's awarding of the Task because of the latter's failure to fulfill his obligations the Company will be entitled to remove him from the Framework Suppliers Repository, without derogating from any other available remedies.

- 7.4.3 Without derogating from the above mentioned and herein, if the Company canceled the Framework Supplier's award of an Task because of the latter's failure to fulfill its obligations, the Company will be entitled to declare the Framework Supplier that was ranked in the position after the Framework Supplier whose winning proposal was canceled, as the awardee of the Task or cancel the Task, all according to its sole and absolute discretion.
- 7.4.4 In addition, and without derogating from the above mentioned and herein, in the event where it is made known to the Company that the Supplier is failing to fulfill his obligations as pertaining to an Task in accordance with the Agreement or fails to cooperate in responding to Individual Referrals, the Company will be entitled, at its sole discretion, to decide against the selection of the Supplier for the execution of subsequent and additional Tasks, without derogating from any available remedy according to the Tender and/or this Agreement and/or any law.
- 7.4.5 In the case in which the Supplier has failed to submit his bid to any one of the Individual Referrals conveyed to him, the Company will be entitled to remove him from the Framework Suppliers Repository, all at its sole discretion and without derogating from any other available remedies.
- 7.4.6 The Supplier hereby waives *a priori*, and undertakes not to raise any claim and/or suit and/or demand against the Company for and/or in connection with the exercise of the Company rights as stated in this Clause 6.4, including for and/or in connection with the cancellation of its awarding and/or his removal from the Framework Suppliers Repository.
- 7.5 The Company reserves the right, at its sole and absolute discretion, to engage in negotiation with some or all of the Framework Suppliers, with respect to their proposal for an Individual Referral, all in accordance with applicable Law. The procedures for conducting such negotiations will be determined by the Company. Without derogating from the rights of the Company under the Tender Documents and under the law, during the course of negotiations, the Company may, at its sole discretion, provide or request additional information and/or modify, alter or change any of the requirements of the Individual Referral. At the end of the negotiation, if conducted, Framework Suppliers may be requested to modify, change or improve their proposals or any part thereof (including any technical, commercial or financial aspect).
- 7.6 Conveying the Task to the Framework Supplier

- 7.6.1 Should the Company decide to convey the Framework Supplier an Task, the Company will convey to the Framework Supplier the documents containing the relevant instructions for execution of the task.
- 7.6.2 The timetable for the execution and conclusion of the Task will be according to milestones and assignment to be determined by the Company.
- 7.6.3 It is hereby clarified that from the moment the Supplier submitted a Tender proposal, and his proposal was accepted, he was included in the Framework Suppliers Repository, and as such obligated to execute, as required by the Company, any Task conveyed to him by the Company as per the terms and conditions of this Agreement, And as per the terms and conditions agreed by the parties under an additional agreement to be signed between the Supplier and the Company for the purpose of the execution of specific Task ("**Task Agreement**").
- 7.6.4 All the documents conveyed by the Company in connection with an Task, will be considered an integral part of this Agreement and the Task Agreement.

8. Absence of Exclusivity and Absence of a Commitment for Minimum Activity

- 8.1 This Agreement in no way constitutes any obligation on the part of the Company to convey to the Framework Supplier any scope of Works, or if at all, and it is possible that a Framework Supplier will not be conveyed a single Task.
- 8.2 This Agreement does not create any commitment toward the Framework Supplier, except for a commitment that it will be included in the Framework Supplier Repository, and that in accordance with the terms of this Agreement, the Company will choose from time to time, and at its discretion, to impose any of the Tasks on any one of the Framework Suppliers, with whom it will enter into an Task Agreement for the execution of a specific Task.
- 8.3 The Company, at its sole discretion, is entitled not to impose on any of the Framework Suppliers any Task and, instead, publish additional tenders and/or conduct other competitive procedures in connection with the execution of any Task, which may have been carried out under the Tender, or to enter into an agreement with any other entity for this purpose, all in accordance with the law, and there is nothing in the winning of the Framework Suppliers in the Tender and/or signing this Agreement and/or the

inclusion of the Framework Suppliers in the Framework Suppliers Repository to assure said Framework Suppliers that the Company will afford them, all or parts thereof, execution of the Tasks.

- 8.4 The Company is entitled, from time to time and at any point during the performance an Task, at its sole discretion, to require the Framework Supplier to perform any change, either minor or significant, to the scope of work of Task, to increase or decrease the scope of work of Task, and/or require from the Supplier to perform additional actions, and/or modify the Task.
- 8.5 The Supplier declares that it has no expectation and/or right of claim in relation to a minimum or maximum scope of the Works to be conveyed to him under this Agreement, and hereby waives an irrevocable waiver of any claim, demand or suit against the Company in any matter related to the mentioned in the clause above.

9. Priorities and Coordination

- 9.1 The Company is entitled to convey to the Supplier several concurrent Tasks. In the event that the Company will convey to the Supplier several Tasks as stated above, the Company will be entitled to determine from time to time the order of priority between the Tasks and the Supplier will execute said Tasks accordingly.
- 9.2 The Supplier will execute the Tasks in accordance with the specifications defined by the Company relative to the manner and stages of the Task. In this context it will be clarified that the Supplier will be required to be prepared for the execution of special tasks pursuant to the project's needs, including a single Task concerning works in several different work sites and/or operate several concurrent work teams.
- 9.3 The Price Quotation for an Individual Referral shall include everything needed to execute the Tasks as required, including obtaining and attaining all approvals and certifications from the competent authorities and coordinating with all relevant parties and obtaining all permits and approvals for the lawful execution of the works.
- 9.4 Without derogating from the generality of the mentioned above, the Supplier will cooperate fully with the relevant project manager on behalf of the Company and all other relevant parties to the Project, all in accordance with the Company instructions and guidelines.

10. Guarantee

- 10.1 As a condition of the Company signing this Agreement and in order to ensure the Supplier obligations in accordance with the terms of this Agreement, the Supplier shall obtain and deliver to the Company, an unconditional bank guarantee issued by a recognized Israeli banking institution, which will be approved by the Company in advance, payable to the Company, according to a form satisfactory to the Company, in a sum equal to 100,000 NIS ("**Guarantee**").
- 10.2 The Guarantee shall be renewed at least 30 days prior the date on which it is scheduled to expire, and shall remain in full force and effect at least until the end of the Term of the Agreement (including, for the avoidance of doubt, any Extension Period).
- 10.3 The Guarantee shall serve as security and a guarantee for all of the Supplier's obligations under this Agreement, and the Company will be entitled to forfeit the Guarantee, after giving the Supplier the opportunity to claim against it, if the Framework Supplier fails to fulfill its obligations in accordance with the Agreement.
- 10.4 The forfeiture of the Guarantee shall not derogate from any rights and/or remedies available to Company, at law, contract or otherwise.

11. Confidential Information

Framework Supplier shall comply with the provisions of the Non-Disclosure Agreement attached hereto as **Exhibit A**.

12. Conflict of Interest Prohibition

- 12.1 The Supplier hereby declares that it has no any conflict of interest between any other activity and/or its other obligations and/or any of its employees and the obligations and rights under this Agreement.
- 12.2 The Supplier hereby undertakes to refrain from any action that may involve any conflict of interest between performing its duties under this Agreement, and performing any other duty and/or commitment of the Supplier and/or its employees, directly and/or indirectly, and it hereby undertakes to inform the Company about any concern for conflict of interest between its obligations and/or the obligations of any of its employees under this Agreement and other activities of his and/or of its employees, and it undertakes to act in accordance with the Company's instructions to prevent such conflict of interest.

13. Independent Contractor

- 13.1 The Supplier declares and confirms that it is an independent contractor of Company under this Agreement and nothing herein shall be construed to create JV, partnership or an employer/employee relationship. The Supplier and its employees will not be considered the Company's employees in any case and under any circumstances. For the avoidance of doubt it is hereby clarified explicitly, that in this Agreement, employer-employee relationships are not created between the Company and the Supplier, and not between the Company and any of the Supplier's employees and/or its subcontractors and/or any person acting in its name or on its behalf in connection with this Agreement, as an agent, contractor or any other status. Any right of the Company to order, supervise, or instruct the Supplier and/or its employees and/or its subcontractors in the performance of this Agreement, does not create employer-employee relations.
- 13.2 The Supplier undertakes to pay all taxes, levies, labor costs and expenses and all other mandatory payments imposed on it, including without limitation, income tax, and VAT.
- 13.3 The Supplier alone will be responsible for any payment for damage indemnity or compensation or any other payment due by it under any law to the people employed by it.
- 13.4 The Supplier will indemnify, hold harmless and at the Company's first request defend Company, its affiliates and their officers, directors, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees, arising out of or in any way connected with or based on a determination by a competent authority that is contrary to the above and/or any claim, demand or allegation by Supplier's employees, consultants or subcontractors, including without limitation in respect of any labor law issues, payment, royalties, pension, social security, insurance, sick days, overtime, holidays, etc.

14. Law and Jurisdiction

This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent courts of Tel-Aviv, and each of the parties hereby agrees irrevocably to the exclusive jurisdiction of such courts.

15. Miscellaneous

- 15.1 Nothing in the remedy and/or right given to the Company under this Agreement derogates any remedy or right afforded by law, and by the Tender documents.

- 15.2 If the Framework Supplier has breached his obligations in the execution of any Task, such will be a violation of this Agreement, for all intent and purpose.
- 15.3 Company may assign its rights and obligations herein, in whole or in part, without any limitations, to any governmental and/or public body and/or agency, governmental office and/or to any other concessioner operating on their behalf and/or any operator of public transportation, provided that the Supplier's rights under this Agreement will not be harmed. such assignment shall not derogate from any of the Supplier's obligations.
- 15.4 The Supplier may not assign, pledge, transfer, subcontract or dispose any of its rights and obligations under this Agreement and/or any part thereof to any third party, including selling the Supplier's assets and/or parts of its activity, without the written consent of the Company.
- 15.5 There will be no validity to any change in this Agreement or any of its provisions, unless made in writing and signed by all the parties to this Agreement.
- 15.6 The conduct of either party will not be considered as a consent and/or waiver of any rights under this Agreement and/or under any law, unless the consent and/or waiver are done in writing.
- 15.7 This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent courts of Tel-Aviv, and each of the parties hereby agrees irrevocably to the exclusive jurisdiction of such courts.

16. Notices

- 16.1 According to this Agreement, each notice shall be delivered by hand delivery in exchange for a certificate of approval, or by delivery by registered mail or by e-mail or by facsimile addressed to the Company or the counselors (as applicable), according to the addresses in the title.
- 16.2 Any notice which will be delivered by hand, or sent by e-mail or sent by facsimile will be considered as if it was provided at the time of delivery. Any notice sent by registered mail will be considered as if provided five (5) days after delivery and any notice sent by facsimile shall be considered as if provided 24 hours after delivery and on the condition that the fax reception was approved by phone. The sender will keep the approvals about the delivery of the notices.

IN WITNESS WHEREOF the parties have signed:

The Company

Framework Supplier

Exhibit A

NDA

UNILATERAL CONFIDENTIALITY UNDERTAKING ("NDA")

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

Whereas This NDA is an integral part of the Framework Agreement For examination of the use of Mass Transportation Electric Vehicles Agreement ("**Agreement**") and capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement; and

Whereas Recipient is aware that Disclosing Party may disclose, from time to time, Confidential Information (as such term is defined hereunder), to Recipient, pertaining to the subject matter of the Tender, Project and/or the Agreement, for the purpose of fulfilling Recipient's obligations under the Agreement ("**Purpose**"), and other information deemed by Disclosing Party as being Confidential Information; and

Whereas The Disclosing Party would like to protect the confidentiality of, maintain its respective rights in, and prevent the unauthorised use and disclosure of such Confidential Information,

Now therefore Recipient hereby undertakes as follows:

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

ensure that such Recipient's employees fully perform the duties and obligations hereunder, and to this end such party shall obtain appropriate written agreements with its employees, but in any event the Recipient agrees to be responsible for any use or disclosure of Confidential Information of any of its said employees. Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorised representative of the Disclosing Party in each instance. In performing its duties and obligations hereunder, Recipient agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. Further, Recipient agrees that it shall not make any copies of the Confidential Information on any type of media, without the prior express written permission of the authorised representative of the Disclosing Party.

3. **Compliance with Law.** Recipient hereby undertakes to comply at all times with Israeli Law, including without limitation the provisions of the Protection of Privacy Law, 5741-1981, all regulations promulgated thereunder, all standards, guidelines and regulations of the National Cyber Bureau and/or the Israeli, Law, Information and Security Authority and/or the Ministry of Transportation and Road Safety (including without limitation the Emergency, Security, Information and Cyber departments) and other government authorities, and will take all actions and sign all documents required in order to allow the Disclosing Party to be in full compliance with any of the aforementioned laws, regulations and guidelines.
4. **No License or Joint Venture.** All Confidential Information, and any derivatives thereof is and shall remain the property of the Disclosing Party and no license or other rights to Confidential Information is granted or implied hereby to have been granted to the Recipient, now or in the future. Further, this NDA is not a joint venture or other such business arrangement; and any agreement if at all, between the parties hereto will be set forth in subsequent written agreements, at the absolute discretion of the parties hereto.
5. **No Warranty.** The confidential information and any other information is provided by the disclosing party "as is", without any warranty, whether express or implied, as to its accuracy or completeness, operability, use or fitness for a particular purpose, including, without limitation, with respect to the non-infringement of trademarks, patents, copyrights or any intellectual property rights or other rights of third persons.
6. **Indemnification.** Recipient shall, upon demand, indemnify Disclosing Party and its affiliates, its and their shareholders, directors, agents and employees ("**Indemnities**") for any loss, cost, liability, damage, expense or harm (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by Indemnities as a result of Recipient's breach of any of its undertakings herein and/or for loss of goodwill. In the event of breach of any provision in this undertaking, Recipient shall return to Disclosing Party all payments made in consideration of the services it provided to Disclosing Party.
7. **Return of Confidential Information.** Disclosing Party may decide to discontinue the disclosure of Confidential Information at any time, at will, with or without cause. Upon request of Disclosing Party, Recipient shall (i) return to Disclosing Party any information disclosed in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form, it is to be immediately deleted; and (ii) provide a certification, in writing, executed by an appropriate officer of the Recipient, that it has retained no copies of the Confidential Information on any media and that it has retained no notes or other embodiments of the information contained in the Confidential Information. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of this undertaking.
8. **Equitable Relief.** Recipient hereby acknowledges that unauthorised disclosure or use of Confidential Information could cause irreparable harm and significant injury to Disclosing Party that may be difficult to ascertain. Accordingly, the Recipient agrees that Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce

obligations under this NDA without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.

9. **Entire Agreement and Governing Law.** This NDA constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This NDA may not be amended except by the written agreement signed by authorised representatives of both parties. This NDA shall be governed and construed solely in accordance with the laws of the state of Israel, without giving effect to conflicts of law principles thereof, and only the courts in Tel Aviv, Israel shall have jurisdiction in any conflict or dispute arising out of this NDA.
10. **Term.** This NDA shall govern the communications relating to Confidential Information between the parties during the Term of the Agreement and any survival period. The obligations set forth in this NDA shall bind Recipient from the date of disclosure of the Confidential Information and any part thereof in perpetuity, and such obligations shall survive the termination or earlier expiration of this NDA and/or the Agreement.
11. **Assignment.** This NDA may not be assigned by Recipient without the prior written consent of Disclosing Party and any purported assignment not permitted hereunder shall be construed null and void.

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

Signed this ____ day of _____

[Recipient]

By: _____

[Name and Title]