

Confidentiality and Access to Documents Statement

Whereas the user of the secured website (hereinafter: "**the User**") would like to obtain information regarding Procurement Process 1/2018 (the "**Procurement Process**") stored in the secured website: INTRALINKS, the User states as follows in regard to the said information:

1. The information stored in the secured website (hereinafter "**Confidential Information**") can be described as and includes:

Technical and business information relating to Tadmor's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, reports, finances and financial projections, customers, clients, personnel, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The User shall use the Confidential Information only for the purpose of evaluating the terms of the Procurement Process, the bid submission, and the potential business and investment relationships concerning Tadmor. All such information will remain the property of Tadmor and upon the expiration or termination of the Procurement Process will be promptly returned to Tadmor, or at Tadmor's election, destroyed.

3. The User undertakes to disclose the Confidential Information only to its employees who have to be so informed on a "need-to-know" basis and, which are bound by a written agreement to maintain the Confidential Information in strict confidence (the "**Authorized Personnel**"). The User shall be responsible that the obligations contained herein are strictly observed by Authorized Personnel.

4. The User shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Tadmor. However, the User may disclose

Confidential Information of Tadmor pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the User gives reasonable notice to Tadmor to contest such order or requirement.

5. This statement imposes no obligation upon the User with respect to any Confidential Information (a) that was in the User's possession before receipt from Tadmor; (b) is or becomes a matter of public knowledge through no fault of the User; (c) is rightfully received by the User from a third party not owing a duty of confidentiality to the Tadmor; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Tadmor; or (e) is independently developed by the User.

6. This statement shall not be construed as creating, conveying, transferring, granting or conferring upon the User any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this statement.

7. Tadmor shall not be liable to the User in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on the User's decision to use or rely on any information exchanged under this statement.

8. Tadmor is not and will not be liable towards any User for any loss, damage, claims, liabilities, expenses (including without limitation legal costs and settlement costs) whatsoever arising out of or attributable to any content, or other material or loss or corruption of documents or information provided by Tadmor, any third party or by any Bidder, using Tadmor's website, or the secured website, whether in contract, tort (including negligence), statute or otherwise.

9. Tadmor is not and will not be responsible for the completeness of the information.

10. The information in the website and/or the secure website, may be incomplete or inaccurate and will not relieve the User from performing all independent inquires, examinations, surveys and/or other verifications necessary in connection with submitting their Bids and/or complying with any and all of the requirements.

11. If the User should breach this statement, Tadmor shall be entitled, at its sole and absolute discretion, to exercise the Bid Guarantee, or any part thereof, in addition to all other available remedies at law, after the bid submission.

12. If any of the provisions of this statement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the statement as a whole.

13. The provisions of this statement will survive termination or expiration of the Procurement Process and will remain in full force and in effect for a period of seven (7) years after termination or expiration of this Procurement Process.

WHEREFORE, the User acknowledges that he has read and understood this statement and voluntarily accepts the duties and obligations set forth herein.

The User:

Name (Print or Type):

Company:

Title:

Address:

City, State & Zip:

Signature:

Date:

CERTIFICATION

I the undersigned, in my capacity as legal counsel of the User, hereby certify that on the _____ day of _____ (month) Messrs. _____ with whom I am personally acquainted/who identified himself by I.D. No. _____ attended before me and after I had warned him that he must tell the truth, the whole truth and nothing but the truth and that he could expect to incur the penalties prescribed by law should he not do so, he confirmed the truth of his aforementioned Affidavit and signed it.

I certify that Messrs. _____, is an authorized signatory of the Company, and is authorized to make such affidavit in its name and on its behalf.

Name of Legal counsel: _____

Address of Legal Counsel: _____

Signature _____ Date: _____