

OPERATION OF TADMOR AND CONSTRUCTING AGREEMENT

This Operation of Tadmor and Constructing Agreement (the: "**State Agreement**") is entered into and made as of ___ day of ____ 2018, by and between:

The Israeli Government for the State of Israel

via Mr. Mordechai Elisha, Senior Deputy of the Accountant General,

Mrs. Ruth Mark, CPA at the Ministry of Finance

Address: Kiryat HaMemshala, Kaplan 1 st, Jerusalem

(the: "**State**" or "**Government**")

First Party

AND:

Name: _____

Id: _____

Address: _____

(the "**Entrepreneur**")

Second Party

(Together: "the Parties")

Whereas on 31st March, 2015 the Israeli Government, by its Ministerial Privatization Committee, in accordance with its authority under section 59b of the Government Companies Law 5735 – 1975 (hereafter: the "**Government Companies Law**", "**Ministerial Committee**" and "**Privatization Decision**" respectively), in decision number "7/חמ", (which canceled decision number "9/חמ" of the Ministerial Committee of February 8th, 2013) decided to privatize Tadmor tourism, hotelier and culinary school (Main Hotelier School Ltd. [in voluntary liquidation]) (hereafter: "**Tadmor**"), via voluntary liquidation. In addition, the Ministerial Committee decided, that the liquidator of Tadmor, will work with an oversight committee, that was established according to the Privatization Decision, in order to arrange Tadmor's assets and debts and to choose a third party or a group of parties who will be announced as the Successful Bidder in a Procurement Process in accordance with the Privatization Decision (the "**Concessionaire**") and to assign Tadmor's rights and obligations in accordance with an assignment agreement to the Concessionaire (hereafter: the "**Entrepreneur**").

Whereas on May 24th, 2016, the Finance Committee of the Knesset accordance to section 10 of the Government Companies Law authorized an investment in Tadmor;

- Whereas** on June 9th, 2016, Tadmor's directors gave a statement regarding Tadmor's solvency, in accordance with section 322 to the Companies Ordinance (new version), 5743 – 1983 (the "**Companies Ordinance**");
- Whereas** on November 1st, 2016, Tadmor's general meeting decided of the voluntary liquidation of Tadmor with a solvency statement in accordance with section 319 to the Companies Ordinance;
- Whereas** on July 8th, 2018, Tadmor published a Procurement Process No. 01/2018 \ regarding the assignment of the concession according to the Government Agreements, as such term is defined in this Agreement, and the assignment of its' activity for the renovation, operation of Tadmor' school and hotel (the "**Procurement Process**");
- Whereas** the Entrepreneur was announced as the Successful Bidder;
- Whereas** the Parties wish to define in this Agreement their relationship regarding the renovation and operation of Tadmor's school and hotel;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1. The preamble to this Agreement and the Appendixes hereof constitute an integral part of this Agreement.
- 1.2. Headings in the Agreement have been inserted for convenience of place finding only and shall not be used for purposes of interpretation hereof.
- 1.3. Except as specified in Clause 1.41.4 below in this Agreement, capitalized terms shall have the meaning ascribed to them where they first appear or in accordance with the meaning ascribed thereto in the Procurement Documents. In any case of doubt as to the correct interpretation, the most advantageous meaning for the State will prevail.
- 1.4. The following terms will have the meaning ascribed to them in this section:
 - 1.4.1. "**Law**" shall mean law, legislation, statute, act, rule, ordinance, decree, treaty, regulation, order, judgment, or other similar legal requirement, any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any Municipal and/or Governmental Authority.
 - 1.4.2. "**Assignment Agreement**" shall mean the agreement dated ____ by and between Tadmor and the Entrepreneur signed after the Procurement Process regarding the assignment of the concession and Tadmor's activity.
 - 1.4.3. "**Agreement for the Operation of a High School**" shall mean services agreement dated August 6th, 2014 by and between the Ministry of Economy and Tadmor, regarding the Operation of a high school for vocational training in hotelier, tourism and culinary fields, including any attachment thereto.
 - 1.4.4. "**Agreement with the Ministry of Tourism**" shall mean services agreement dated August 14th, 2016 by and between the Israeli Ministry of Tourism and Tadmor

regarding the performance of vocational training in the field of tourism, including any attachment thereto.

- 1.4.5. **“Agreement with the Ministry of Economy“** shall mean services agreement dated December 27th, 2015 by and between the Israeli Ministry of Economy and Industry and Tadmor, regarding the performance of vocational training in the field of hotelier and culinary, including any attachment thereto.
- 1.4.6. **“Lease Agreement“** shall mean lease agreement dated _____ by and between the State via the Accountant General (in Israeli Ministry of Finance) and Tadmor for the lease of the Facility.
- 1.4.7. **"Government Agreements"** shall mean the Agreement with the Ministry of Tourism, The Agreement with the Ministry of Economy, the Lease Agreement and the Agreement for the Operation of a High School.
- 1.4.8. **“Authorization”** shall mean any license, permit, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization, required by Law, in connection with the Procurement Process, the Entrepreneur submission in the Procurement Process and this Agreement.
- 1.4.9. **"Supervisory Committee"** shall mean a committee, and anyone on its behalf, which will be appointed by the State in order to supervise, inspect, examine, and check the Entrepreneur with respect to all of its obligations according to this Agreement.
- 1.4.10. **“Dispute”** any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement and/or its validity.
- 1.4.11. **"Facility" or "Site"** – the land known as parcels 336, 352, 353 and 1008 in block 6668, located in 38 Bazel street Herzliya, including buildings (school, high school and hotel) and parking lot, and any other fixtures attached thereto, and every improvement of any kind to be made by the Entrepreneur to them during the term of this Agreement.

1.5. The following appendixes are attached to this Agreement and constitute an integral part hereof:

- 1.5.1. **Appendixes A1-A5** - the Government Agreements and the Assignment Agreement;
- 1.5.2. **Appendixes B1-B9** –Criteria of Tadmor operation – attached in Volume 4 of the Procurement Documents;
- 1.5.3. **Appendix C** – non-conflict of interest statement;
- 1.5.4. **Appendix D** – confidentiality statement.

2. VALIDITY

2.1. The validity of this Agreement is conditioned by the full and complete fulfillment of the Entrepreneur's obligations according to the Assignment Agreement and the Government Agreements. In any event where the State will notify the Entrepreneur, for any reason, that any of the Government Agreements is terminated prior to its completion, this Agreement will also be terminated. It is hereby clarified, that the provisions of this Agreement will remain in

effect even after the final liquidation of Tadmor and the completion of the Assignment Agreement.

3. TERM OF AGREEMENT

- 3.1. The term of this State Agreement shall be ten (10) years, as of the signing of this State Agreement by the Parties, conditioned that the Assignment Agreement and the Lease Agreement entered into force. As long as the Assignment Agreement or the Lease Agreement will enter into force after the signing of this Agreement by the Parties, the term of this Agreement will be for ten (10) years as of the date on which the later of the Assignment Agreement or the Lease Agreement has entered into force (the "**First Term of the Agreement**").
- 3.2. The State, at its sole discretion, is entitled to extend the First Term of the Agreement by two additional periods, the first period shall last ten (10) years and the second four (4) years and eleven (11) months (the "**Option Periods**"). A notice regarding the realization of the Option Period will be sent to the Entrepreneur up to 60 days prior to the end of the Term of the Agreement.
The First Term of the Agreement and the Option Periods, if realized, together will be hereafter the "**Term of the Agreement**".
- 3.3. Any action made by the Entrepreneur after the end of the Term of the Agreement or after the expiration of this Agreement or the termination of this Agreement, will have no valid and will not cause the extension or the renewal of this Agreement.
- 3.4. the State may extend or renew the Government Agreements, as well as sign new Agreements with the Entrepreneur through the entire Term of the Agreement. Any such agreement whether new or renewed or extended will be included in the Government Agreements. It is emphasized, that non of the above creates any obligation of the State to renew or extend the Government Agreements or to sign new agreements.

4. OPERATING OF TADMOR

- 4.1. The Entrepreneur undertakes to operate Tadmor as hotel and an active hotelier and culinary vocational training school and high school (the "**Services**"), subject to the provisions of the Government Agreements as they may be from time to time, including:
 - 4.1.1. High school operation – in each school year the Entrepreneur will be operating at least 3 high school classes (10th grade, 11th grade , 12th grade). the Entrepreneur will do its best so that in each grade will operate 3 classes (up to 9 classes overall). In addition, the Entrepreneur is entitled to open one continuum class of the 13th grade, all in accordance with requirements of the Ministry of Education and the Ministry Labor, Social Affairs and Social Services, as such requirements may be from time to time and are attached to this Agreement as appendixes B5 and B6 to this Agreement.
 - 4.1.2. Vocational educational training school operation - The Entrepreneur will operate, each year at least 12 courses in the fields of hotelier or culinary, and least 2 courses in the field of tourism (other than hotelier and culinary). In each course will be listed

at least 18 students and no more than 35. The Supervisory Committee, may reduce the number of courses or the number of students in each course as stipulated in this section, in the event that the Entrepreneur has demonstrated that after allocating and investing sufficient resources, in good faith, it has failed to fulfill the requirements in this section. It is clarified, that such reduction in the requirements will be valid for a period of time set by the Supervisory Committee. After the end of the authorized period for the reduced requirements, as stipulated, the minimum requirements set above in this section will apply as detailed.

4.1.3. Notwithstanding the above, during renovation term, as detailed in section 5.3, the Entrepreneur is allowed to operate the hotel, the high school and the vocational training school, as follows:

4.1.3.1. The Entrepreneur is entitled no to operate the vocational training courses, in part or all, or no to operate such courses in the Site, conditioned that it will finish any active course and will complete any unoperated course after the renovation term. It is clarified that the Supervisory Committee may allow the Entrepreneur not to complete any unoperated courses even after the end of the renovation term, under the conditions set in section 4.1.2.

4.1.3.2. The Entrepreneur must operate the high school, but during the renovation term it may operate such high school not on Site.

4.1.3.3. The Entrepreneur may not operate the hotel during the renovation term, conditioned that it has fulfilled any previous obligation Tadmor made prior to the Term of the Agreement.

4.1.4. In no case shall the Entrepreneur change, without the Supervisory Committee's prior express written authorization, the subject-matter Tadmor's school and hotel as a hotel and a vocational training school and high school in the fields of hotelier and tourism in accordance with this Agreement and the Government Agreement operation of the hotel, including by introducing new services.

4.2. The Entrepreneur shall operate Tadmor according to the agreements and criteria set forth in **Appendixes A1-A5, and Appendixes B1-B9** to this Agreement as may be from time to time.

5. RENOVATION WORKS

5.1. The Entrepreneur will perform renovation works in the Site (the **"Renovation Works"**), all in accordance to the Procurement Process, to its Bid Submission and in accordance to the provisions in this section.

5.2. Approval of the renovation plan:

5.2.1. The Entrepreneur shall submit to the Supervisory Committee all detailed plans and specifications for the Renovation Works it plans to execute (hereinafter: the **"Plans"**). The Plans will be drafted with the highest standards and subject to the provisions set forth in any law and proper professional practices.

5.2.2. The Supervisory Committee shall be entitled, at its sole discretion, to approve the Plans, or demand the modification of the Plans or reject the Plans. It is clarified, in case the Plans do not comply with the Entrepreneur's proposal for the Renovation

Works as detailed within its Bid, the Supervisory Committee shall be entitled to reject the Plans or demand its modification. the Entrepreneur will submit new and/or revised Plans, all in accordance to the Supervisory Committee's instructions. Any rejection or a demand for a modification, as stipulated, will not grant the Entrepreneur with a delay in the renovation term as detailed in section 5.3 below.

5.2.3. For the avoidance of doubt, it is clarified that the approval of the Plans by the Supervisory Committee shall not impose on the State any liability and/or derogate from the liability of the Entrepreneur in accordance with the provisions specified in this Agreement and/or in accordance with the provisions set forth in any law.

5.3. Renovation Term:

5.3.1. The Entrepreneur shall not commence the Renovation Works without receiving an authorization from the Supervisory Committee.

5.3.2. The Entrepreneur shall complete the Renovation Works no later than _____ [the renovation works' completion date specified in its Bid]. In case the Entrepreneur failed to complete the Renovation Works until the said date, the Entrepreneur shall be obligated to pay the State an amount of NIS 50,000 per month until completion of the Renovation Works, without proof of damage and without derogating from the State's right for any relief and/or remedy in accordance with this State Agreement and/or in the provisions of any law. For any delay which is a part of a month the Entrepreneur will pay the State the pro rata sum, out of the whole month amount.

5.3.3. In case the Entrepreneur failed to complete the Renovation Works until _____ [six (6) months after the completion date specified in the bid] this shall constitute a fundamental breach of this State Agreement and the provisions set forth in section **Error! Reference source not found.** 14 of this State Agreement shall apply.

5.3.4. For the avoidance of doubt, it is hereby clarified that failure to obtain the necessary permits in time, or any matter related to them, including a construction permit, if necessary, shall not serve as grounds for failure of the Entrepreneur to meet the renovation term as described in this section.

5.4. Entrepreneur's responsibility for the Renovation Works:

5.4.1. The Entrepreneur must comply with the Law regarding the execution of the Renovation Works, including any provisions regarding hours of the Renovation Works, the disposal of equipment materials and waste. Within this framework, The Entrepreneur declares that he knows the *Organization of Labor Inspection law 1954*, the *Safety at Work Ordinance (new version) – 1970*, and the regulations under these laws, and that he undertakes the responsibility to comply with the said law, ordinance and regulations. Without derogating from the generality of the foregoing, the entrepreneur will appoint a safety officer and will develop safety plans, as required by any law.

5.4.2. The Entrepreneur is responsible for executing the Renovation Works and shall solely incur all expenses of any kind applicable in connection with the Renovation

- Works and any payment, tax, levy and fees, including permit fees and any other payment required according to the Law.
- 5.4.3. The Entrepreneur undertakes, throughout the Renovation Works, to provide any measure necessary for guarding, fencing, traffic signs, flashing lights, safety railings, safety ceilings, blockages, firefighting measures, first aid measures, and other safety and precaution measures for the security of the public, and any other person found at the site or close to it, as necessary or required.
 - 5.4.4. The materials, instruments, systems and facilities that the Entrepreneur installs in the Site shall be of high quality and in compliance with the Israeli standard applicable to the said materials and facilities and/or any other required standard. The Entrepreneur shall be solely liable for the equipment and materials used for the Renovation Works.
 - 5.4.5. The Entrepreneur shall be solely liable towards the State and towards any third party in respect of any damage caused to the Site and/or to the State and/or to any third party, whether directly or indirectly, in connection with the execution of the Renovation Works.
- 5.5. Supervision of the Renovation Works:
- 5.5.1. The Supervisory Committee is entitled, at its sole discretion, to appoint inspectors for the Renovation Works at any stage and by any one acting on its behalf.
 - 5.5.2. The Supervisory Committee, the State, and anyone acting on their behalf shall have access to inspect all Renovation Works. As necessary, a prior notice will be given to the Entrepreneur, at the Supervisory Committee sole discretion.
 - 5.5.3. The Entrepreneur will provide the Supervisory Committee with any document regarding the Renovation Works, at its request.
 - 5.5.4. The Supervisory Committee is entitled to instruct the Entrepreneur to execute any modification and/or addition and/or repair of the Renovation Works so that they will comply with the provisions of this State Agreement and/or the Entrepreneurs proposal and/or provisions of any law. In the event that the Entrepreneur will not comply with the Supervisory Committee's instructions, regarding the Renovation Works, the State, or anyone on its behalf, will be entitled to execute the required work and lay all endure costs, including accelerated construction activities costs, costs to minimize any delay on the part of the Entrepreneur, and actual managing costs regarding subcontractors and legal costs, plus 15%, on the Entrepreneur, subject to a 30 days prior written notification to the Entrepreneur.
 - 5.5.5. Upon completion of the Renovation Works the Entrepreneur shall present to the Supervisory Committee certificates issued by the designers and consultants of the Renovations Works and from any competent authority, stating that the Renovation Works were executed to their full satisfaction and in compliance with the provisions of any law, including Israeli standards.
- 5.6. Any addition or modification of the Site due to the Renovation Works shall become the exclusive property of the State without any consideration paid by the State in connection

therewith. The ownership of the State of the said additions or modifications shall not be construed as paid key money or participation thereof.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Each Party warrants to the other party that It has the full corporate right, power and/or authority to enter into this State Agreement and/or to carry out its obligations herein.
- 6.2. Each Party add and explicitly agree that it will act in good faith in executing this Agreement and that all actions of the parties are intended to enable the successful implementation of this agreement and to promote the effective management of the operation of Tadmor's school and hotel in accordance with the provisions of this Agreement.

6.3. Representations and Warranties of the Entrepreneur

The Entrepreneur hereby declares, represents, warrants and undertakes as follows:

- 6.3.1. It undertakes to comply with all the conditions and requirements of the Procurement Process, its Bid and of this Agreement with precision, efficiency, expertise and skill to the satisfaction of the State, and on the dates that have been determined and will be determined by the State, all subject to the provisions of the Procurement Process, its Bid and of this Agreement.
- 6.3.2. That its signs this Agreement Having thoroughly examined the Procurement Process and the provisions of this Agreement, including all their appendices, have understood and received all explanations and instructions necessary and required in order to complete its Bid and obligations under this Agreement, and shall have no claim against the State in connection with the provisions of this Agreement.
- 6.3.3. That it has the necessary professional ability required in order for it to comply with all of its obligations under this Agreement, including its appendixes, and that it has and will have all necessary equipment, knowledge, experience, men power, means and skills required.
- 6.3.4. that it will cooperate with the State, including the Supervisory Committee, in connection with the fulfillment of its undertakings under this Agreement.
- 6.3.5. That the execution and performance of its obligations under this Agreement, does not and will not violate in any respect any of its obligations or any provision, including under the following:
 - 6.3.5.1. Any Law;
 - 6.3.5.2. The Entrepreneur's incorporation documents and by-laws including the shareholders agreement;
 - 6.3.5.3. Any other document, agreement or security interest that is binding on the Entrepreneur or its assets;
 - 6.3.5.4. the appendixes attached to this Agreement.
- 6.3.6. There is no action or proceeding pending or threatened against before any court, administrative agency or other tribunal which could impact upon the Entrepreneur's right, power and authority to enter into this State Agreement or to carry out its obligations hereunder.

- 6.3.7. That it shall obtain all Authorizations that are required as specified hereunder, and for the valid execution, delivery and performance of this State Agreement, and all of which shall be in full force and effect during the complete term of this Agreement.
- 6.3.8. That it is not under any voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and the Entrepreneur's latest audited financial statements do not include a 'going concern' notice.
- 6.3.9. That it has examined and mitigated to its satisfaction all risks associated with its obligations under this Agreement.
- 6.3.10. The Entrepreneur acknowledges that its Bid was selected as the Successful Bid in the Procurement Process based on the information presented under its Bid in the Procurement Process, including compliance with the Threshold Criteria, therefore, the Entrepreneur and its shareholders and/or Members undertake not to change the holdings and/or control, in a direct or indirect manner, or in a way that changes the structure of holdings in the Entrepreneur as presented in the Bid, unless the Supervisory Committee has given a written consent for the change it wishes to carry out, in advance.
- 6.3.11. That it will fulfill all of its undertakings under this Agreement at the best quality, in strict, professional, adequate, loyal manner and with the necessary expertise level, while investing the best of his efforts, measures and competencies, and using all relevant knowhow for the fulfillment of his obligations.
- 6.3.12. That it will act in good faith, decency and loyalty towards the State and will refrain from doing any deed or taking any action, which may harm the State, directly or indirectly, its reputation and its business.
- 6.3.13. That it will bear responsibility for any damage, direct or indirect, caused as a result of fulfilling its obligations under this Agreement
- 6.3.14. That it will be liable for any claim, demand for payment, loss, damage, cost and expenses of any kind in connection with the performance of its obligations under this Agreement and according to its appendices. In the event that a claim is filed against the State or the State receives a payment demand that is directly or indirectly related to fulfilling of the obligations of the Entrepreneur under this Agreement, it will replace the State as a side to the claim or as a recipient of the payment demand. and that it will not settle any claim without the written consent of the State. Such consent shall not be unreasonably delayed or postponed. Notwithstanding the foregoing, the Entrepreneur shall not be held liable for claims relating to Tadmor school and hotel and to Tadmor's activities for which the cause of action occurred up to the commencement of the Term of the Agreement as stated in this Agreement above.

6.4. **Representations and Warranties of the State**

The State warrants to the Entrepreneur as follows:

- 6.4.1. That it will not collect concession fees from the Entrepreneur. .

7. SUPERVISION AND INSPECTION

- 7.1. The State will appoint a supervisory committee, which will supervise, inspect, examine, and check the Entrepreneur with respect to all of its obligations according to this Agreement. The Supervisory Committee may instruct the Entrepreneur in connection with the performance of this Agreement and its Bid in the Procurement Process..
- 7.2. The identity of the chairman of the Supervisory Committee will be sent to the Entrepreneur in writing by the State. the State may change any such appointment and will notify the Entrepreneur of the change.
- 7.3. the Supervisory Committee, at its sole discretion, during the entire term of this Agreement will be entitled to inspect, review, oversight, overview and/or check every and any part of the Entrepreneur's activities, actions, performances, deliveries in connection with its compliance with its obligations under this State Agreement. the Supervisory Committee may appoint representatives on its behalf in order to fulfill its duties.
- 7.4. the Entrepreneur shall provide the Supervisory Committee, and anyone on its behalf, full access to records, information, documents, data, contracts the Entrepreneur is a party thereto, and/or any other material and/or place in connection with the performance of the Services, within 72 hours of sending a written notice from the Supervisory Committee. In conducting such review, the Supervisory Committee shall follow reasonable security procedures designed to protect against the release of trade secrets and other confidential information.

8. NO LIENS

Without derogating from other provisions herein, the Entrepreneur shall be responsible to see that all equipment and materials incorporated into the Facility and/or imperative for the performance of the Services shall not be subject to any chattel, mortgage, conditional sales contract, or security agreement under which an interest or lien is retained; provided, however, that such equipment and materials may be subject to the security interest of a vendor, to secure the payment of the purchase price of the affected equipment and materials, so long as such security interest is terminable upon payment in full and the Entrepreneur will make sure that such equipment and materials, free and clear of such security interest, will be conveyed to Tadmor on or before the termination of this State Agreement.

9. ENTERPRENUER LIABILITY

- 9.1. It is hereby agreed between the Parties that the sole responsibility for performance of the obligations of the Entrepreneur, and anyone acting on its behalf, under this Agreement, shall apply to the Entrepreneur and anyone acting on his behalf, alone. Therefore, the approval of the State, the Supervisory Committee or anyone acting on their behalf for plans and other documents relating to the planning or execution of the Renovation Works and all of the Entrepreneur's undertakings pursuant to this Agreement shall not release the Entrepreneur from its full liability, including its professional liability as aforesaid, and this shall not impose on the State and/or the Supervisory Committee and/or anyone acting on their behalf any responsibility for the quality of the services and the performance of the Entrepreneur obligations under this Agreement.

- 9.2. The Entrepreneur is responsible for any damage and/or cost and/or expense and/or loss caused to the State and/or the Supervisory Committee and/or to anyone on their behalf and/or to any third party and/or to the Entrepreneur and/or to anyone on its behalf in connection with and/or cause by the performance of the Services and performance of its obligations under this Agreement, as a result of the aforementioned, in whole or in part, was not being executed in accordance with the Entrepreneur's undertakings under this Agreement and/or any law.
- 9.3. The Entrepreneur is responsible for the safety and security of all of its employees and/or anyone employed by it and/or in its service and it undertakes to pay any damage or compensation due and/or will be due to any employee and/or any other person in his service, subcontractor and their employees, as a result of any damage and/or loss and/or accident and/or sabotage that occurred during the Term of the Agreement.
- 9.4. It is hereby clarified that the State, the Supervisory Committee or anyone on their behalf shall bear no liability for damage and/or loss for any reason, caused to the Entrepreneur and/or equipment and/or property of any kind of the Entrepreneur and anyone on its behalf and/or is in use and/or under the responsibility of it, in connection with the performance of the Services and its obligations under this Agreement and/or any consequential loss and/or loss of profits in connection with the above.
- 9.5. The Entrepreneur exempts the State, the Supervisory Committee and/or anyone on their behalf from liability for any loss and/or damage that are the responsibility of the Entrepreneur as stated in this Agreement and/or by law. The Entrepreneur undertakes to indemnify and compensate the State, the Supervisory Committee and/or anyone on their behalf for any loss and/or damage caused to them and/or demand and/or claim filed against them, including legal and other expenses in connection therewith. The State and/or the Supervisory Committee shall inform the Entrepreneur of such demand and/or claim and will enable it to defend itself and to protect the State and the Supervisory Committee and anyone on their behalf at its own expense.
- 9.6. The Entrepreneur undertakes to repair any damage caused for any reason whatsoever to the Site and its attachments and systems and/or to its surroundings and/or any equipment and/or property of any kind and type and/or to the environment thereof to which the Entrepreneur and/or anyone on his behalf as stated in this Agreement and/or by law, in accordance to first written request from the State and/or the Supervisory Committee.

10. INSURANCE

- 10.1. Without derogating from the Entrepreneur's undertakings under this Agreement and the provisions of the agreements (as assigned to it), the Entrepreneur undertakes to perform and maintain all the insurances required for the fulfillment of its obligations under this Agreement and the aforesaid agreements and/or under any law for the benefit of the State of Israel - And other government ministries (with whom they have entered into an agreement), and without derogating from the generality of the aforesaid, including liability insurance for third parties, employers' liability insurance, property insurance, professional liability insurance, contractor's insurance coverage.

- 10.2. Without derogating from the provisions of any other agreement, the liability insurances will be extended to include the State of Israel, the Ministry of Finance and other government ministries (with whom they have entered into an agreement) to the extent that they are deemed responsible for the actions and/or omissions of the Entrepreneur and those acting on its behalf, towards the State of Israel - the Ministry of Finance, other government ministries (with whom they have entered into an agreement) and their employees. But the waiver shall not apply to a person who caused the damage with malicious intent;
- 10.3. The entrepreneur shall be solely responsible towards the insurer for the payment of the insurance premiums for all the policies and for fulfilling all the obligations imposed on the insured under the terms of the policies, and the self-participation specified in each policy and policy shall apply exclusively to the Entrepreneur;
- 10.4. Copies of the insurance policies, approved by the insurer or an insurer's signature on the existence of such insurances, which also include a notice clause of at least 60 days for the State of Israel - the Ministry of Finance in the event of reduction and/or cancellation of the insurance, shall be provided by the Entrepreneur to the State of Israel - At their request and from time to time.
- 10.5. The entrepreneur undertakes throughout the period of contractual engagement with the State of Israel - the Ministry of Finance, and as long as his responsibility exists to hold the insurance policies in force. The Entrepreneur undertakes that the insurance policies will be renewed by him annually, as long as the agreement with the State of Israel is in effect.
- 10.6. In addition, the Entrepreneur shall ensure and ensure that professionals, suppliers, contractors and contractors acting on his behalf shall employ suitable insurance policies for their activities within reasonable limits of liability.
- 10.7. Nothing in the provisions of the insurance clauses shall exempt the Entrepreneur from any obligation imposed upon it under any law and under this Agreement and the foregoing shall not be construed as a waiver by the State of Israel of any right or remedy granted to them under any law and under this Agreement.

11. NO PARTNERSHIP OR EMPLOYMENT

- 11.1. This Agreement and the relationship between the Parties shall not be construed as a partnership, joint venture, or agreement of employment.
- 11.2. Neither party is, nor will be deemed to be, an agent, legal representative, a party to a joint venture or partner of the other party for any purpose, and neither party shall have the right to assume or create any obligation or responsibly on behalf of the other party.
- 11.3. The Parties agree that the Entrepreneur is and shall be an independent contractor, and in performing his obligation as such. There will not be any employment (employer-employee) relationships between the State and the Entrepreneur and/or anyone on its behalf.
- 11.4. The Entrepreneur has notified all of its personnel that none of its personnel are, nor shall they be deemed to be at any time during the Term of this Agreement, employees of the State.
- 11.5. The Entrepreneur hereby undertakes to pay for it and for anyone employed by itm in the performance of this Agreement all the payments for which payment is due under any law or regulation.

- 11.6. The Entrepreneur shall indemnify the State, immediately after receiving the State first demand to do so, in any event that the State will be obligated to pay any and/or all of the payments due for its personnel in relations to employment relationships between them and the State.
- 11.7. Any supervision right the State have under this State Agreement, and any exercise of such right, will not be deemed to construe employment relationships between the State and he Entrepreneur and/or any of its personnel, or to impose on the State any liability and/or to derogate from the liability of the Entrepreneur.

12. ASSIGNMENT

The Entrepreneur shall not assign or transfer this State Agreement or any of its rights or obligations created hereunder, by operation of law or otherwise, without the prior written consent of the Supervisory Committee. The Supervisory Committee approved the assignment or assignment of the rights or obligations of the Entrepreneur under this Agreement, the approval of the State shall not be in order to release the Entrepreneur from its responsibility to the State under this Agreement.

13. EARLY TERMINATION DUE TO ENTREPRENEUR'S BREACH

- 13.1. In any event of a fundamental breach of the Entrepreneur as stated in Section 13.5 below or is a fundamental breach under the Assignment Agreement or the Government Agreements, the State may at its discretion immediately terminate this Agreement with the Entrepreneur or any part thereof without further notice and terminate this Agreement without derogating from the State's right for relief or compensation as provided in the agreed-upon compensation clause in section 15.1.2 of this Agreement or under any law.
- 13.2. If the Entrepreneur breached one of its undertakings under this Agreement, the Assignment Agreement or the Government Agreements, which are not fundamental breaches as stated above, the State may, at its sole discretion, terminate this Agreement with the Entrepreneur or any part thereof, upon prior written notice of 60 days, without derogating from the State's right to relief or compensation as stated in the agreed compensation clause in section 15.1.2 of this Agreement or under any law. If the Entrepreneur amends the breach within 60 days of receiving the advance notice as stated in this section above, the Agreement will not be terminated.
- 13.3. If the Entrepreneur is of the opinion that it will not be possible to fulfill its obligations in whole or in part, for any reason, whether it has started with the performance of the Services or not, it will promptly notify the Supervisory Committee, orally and in writing, of such occurrence. In such event the State, at its sole discretion, may terminate this State Agreement or any part thereof, and provisions in this section above will apply mutatis mutandis.
- 13.4. The State Agreement was terminated, as a whole or in part, for any reason. The State may contract any other third party for the performance of such Services.
- 13.5. Fundamental breach:
 - 13.5.1. Any breach of the following sections in this Agreement: 4-6 and 8-11.
 - 13.5.2. A fundamental breach shall also be deemed to be any failure of the Entrepreneur to comply with its obligations under the Procurement Process, and this Agreement, with all its appendices, for any reason, whether or not it began to supply the Services, if it did not correct the breach within 30 days of receipt written notice from the

Supervisory Committee. The State may, at its sole discretion, give a longer period for the amendment of the breach.

- 13.6. Without derogating from the stated above, the State shall have the right to terminate this State Agreement by a prior 5 days written notice to the Entrepreneur, in any of the following events (as long as the event of the breach was not corrected during the said warning period):
- 13.6.1. A temporary or permanent receiver has been appointed for the business or property of the Entrepreneur; the Entrepreneur is obligated to notify to the state immediately in the occurrence of any such event.
 - 13.6.2. A temporary or permanent liquidator has been appointed for the Entrepreneur; It is hereby clarified that the Entrepreneur is obligated to notify to the state immediately in the occurrence of any such event.
 - 13.6.3. The Entrepreneur is subject to a suspension proceeding; It is hereby clarified that the Entrepreneur is obligated to notify to the state immediately in the occurrence of any such event.
 - 13.6.4. The Entrepreneur has assigned this State Agreement, as a whole or in part, without the prior approval of the State as required under section 12 above.
 - 13.6.5. The Entrepreneur fails to maintain the insurance coverages required under section 10 above.
 - 13.6.6. If the Renovation Works cannot be carried out as a result of the refusal of any municipal or governmental authority to approve the Renovation Works or to grant any other Authorization required by Law, where such refusal is due solely to negligence or improper and intentional conduct on the part of the Entrepreneur.
- 13.7. Nothing in this section will not hinder any and/or all other remedies available to the State under applicable Law, and under this State Agreement.
- 13.8. Cumulative remedies:
- 13.8.1. The remedies and all other actions available to the State under this State Agreement in response to any Entrepreneur breach, are cumulative, and no provision in this State Agreement shall negate the right of the State to any relief or remedy under this Agreement or under any Law.
 - 13.8.2. Without derogating from the rights of the State under this Agreement or under any Law, any costs and fees for which the Entrepreneur is liable may be deducted by the State out of any amount due, or that may at any time thereafter become due, to Entrepreneur. The State may collect such amounts by forfeiture of the Entrepreneur's guarantee.
 - 13.8.3. Regardless of any right by Law, the Entrepreneur will have no lien rights regarding any of the equipment and/or materials and/or services it has.

14. GENERAL PROVISIONS IN EVENT OF END OR TERMINATION OF AGREEMENT

- 14.1. If the State has notified the Entrepreneur in writing of the end or termination of this Agreement or of any of the Government Agreements, the Entrepreneur shall cease its activities.
- 14.2. In the event of end or termination of this Agreement, the Entrepreneur must return to the State the Facility as detailed below and as detailed in the Lease Agreement. It is hereby clarified that

if there is a contradiction between the provisions of the agreements as aforesaid for the purposes of this section only, the provisions of the Lease Agreement will prevail:

- 14.2.1. The Entrepreneur shall return the Facility to the State when it is free of any waste within 30 days of sending the notice of the end or termination of the Agreement. The State shall be entitled to submit to the Entrepreneur a list of the equipment, tools and instruments which it must remove by such time. All the equipment, tools and devices not included in such notice shall be left by the Entrepreneur and the ownership thereof shall be transferred to the State, subject to agreements between the State and the Entrepreneur in respect of the consideration for leaving such equipment, tools and instruments.
As long as the Entrepreneur has not yet completed the Renovation Works, the State, without accruing any liability towards the Entrepreneur, will be entitled to bring the facility to full operational condition and in accordance with the provisions of section 5.5.4 above.
- 14.2.2. At the State's request, the Entrepreneur shall assign to it (without any right of recourse to the Entrepreneur) the contracts, or any part thereof, that the Entrepreneur has entered into in fulfillment of its undertakings under this Agreement. The Entrepreneur shall ensure that any agreement to which it is a party shall not contradict or prevent the implementation of this provision.
- 14.2.3. The Entrepreneur shall deliver, within 14 days of receipt of the termination notice, to the State all designs, drawings, and other documents related to the performance of this State Agreement.
- 14.2.4. The Entrepreneur declares that upon termination of the Agreement, any right of use that it received in relation to the 'Tadmor' name shall also be terminated and the State shall have a right in any goodwill accrued in relation to the name, the Facility and all the Services, even if accumulated by the Entrepreneur and the Entrepreneur shall have no claim in connection therewith.
- 14.3. The State may submit to the Entrepreneur a written notice including all amount due the State from the Entrepreneur, according to this State Agreement, and the Entrepreneur will pay all such amounts as soon as possible and up to 30 days of the receipt of such notice.

15. BREACH; TERMINATION; REMEDIES

15.1. Agreed upon remedies:

- 15.1.1. If the Entrepreneur has not fulfilled its obligations under this Agreement, the State is entitled to agreed remedies as specified in Section 13 above and the State is entitled to foreclose the Performance Guarantee, as defined in Section 16 below, which the Entrepreneur submitted, for the purpose of collecting the remedies, without derogating from its right to additional remedies pursuant to the provisions of any law.
- 15.1.2. The agreed remedies will be as follows:

	Agreement's Obligation	Breach	Agreed Remedy
15.1.2.1.	Returning the Facility in accordance with section 14	Delay in such return	(a) NIS5,000/day for each day or a portion thereof for the first 30 days beyond the date to return the Facility to State; NIS10,000/day for each day or a portion thereof in excess of 30 days beyond the date to return the Facility to State
15.1.2.2.		Not adhering to any instruction from the supervisory entities.	NIS 2,500 for any such event. Additional, NIS 300 for every day the Entrepreneur hasn't remedied its disregarding of the instruction.

15.1.3. The remedies set section 15.1.2 are estimated and agreed upon compensations, for such damages, thus not requiring the proof of actual damages.

15.1.4. The agreed upon remedies will not hinder any and/or all other remedies available to the State under applicable Law, and under this State Agreement, including due to damages, including damages beyond the agreed upon remedies, even if collected in a way of deduction or by fortitude of the guarantee, and any such agreed upon remedies paid will be considered as payment for any amounts due.

16. PERFORMANCE GUARANTEE

16.1. Submission of the Performance Guarantee:

16.1.1. The guarantee required under the Lease Agreement shall be used jointly and severally as a performance guarantee for the Lease Agreement and this Agreement (hereinafter: the "**Performance Guarantee**").

16.2. Forfeiture of the Performance Guarantee

16.2.1. The State shall be entitled to forfeit the Performance Guarantee, in whole or in part, if the Entrepreneur fails to fulfill all or part of its obligations under this Agreement, its appendices and undertakings in its Bid in the Procurement Process. The Entrepreneur shall be given written notice 14 days before the State exercises its authority under this section.

16.3. Notwithstanding the above, in each of the events set out below, and in addition to as stated in the Government Agreements, the Supervisory Committee may forfeit the Performance Guarantee without prior written notice to the Entrepreneur:

16.3.1. Upon the occurrence of one of the events specified in section 13.5.

16.3.2. Any other event which requires an immediate forfeiture of the Performance Guarantee, at the State's sole discretion;

- 16.3.3. If the Entrepreneur fails to provide the State with any extended Performance Guarantee, as required in the Government Agreements. Forfeiture of the Performance Guarantee in this event will not exempt the Entrepreneur from submitting a new Performance Guarantee.
- 16.4. The State at its sole discretion may forfeit from the Performance Guarantee any amount which it considers due or payable (but which has not been paid) by the Entrepreneur to the State, or for which the Entrepreneur may become liable towards the State under, or as a result of any breach of this State Agreement by the Entrepreneur.
- 16.5. The State, at its sole discretion, may forfeit such a Performance Guarantee, even if the required amount or circumstances relating to the forfeiture of the Performance Guarantee and the sum are in dispute.
- 16.6. It is hereby clarified that the State may demand from the Entrepreneur the difference between the amount paid as part of forfeiture of the Performance Guarantee and the actual amount of damage to the State.

17. WAIVER

No waiver, assumption, avoidance of action or extension shall be deemed to be a waiver of the State under this Agreement and shall not be used as a precursor to a claim, unless made expressly and in writing.

18. FORCE MAJEURE; FAILURE OF AUTHORIZATIONS.

- 18.1. Any delays in or failure of performance by a Party, shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by: (a) a declaration of war; (b) natural disaster; (c) national strike; and/or (d) a general national shortage of materials, subject to the provisions of this section hereunder (the "**Force Majeure**").
- 18.2. Notice of Occurrence and Effect:
- 18.2.1. If the Entrepreneur claiming that a Force Majeure condition has arisen shall immediately notify the Supervisory Committee. parallel the Entrepreneur shall act diligently to overcome, remove and/or mitigate the effects of the event of Force Majeure. the Entrepreneur shall notify the State on a continuing basis of its efforts to overcome, remove and/or mitigate the event of Force Majeure and shall notify the State immediately when said condition has ceased.
- 18.2.2. In addition to its obligations under Section 18.2.1, if the Entrepreneur claims there is a Force Majeure condition, will include all of the following details:
- 18.2.2.1. The nature, cause and cost of such Force Majeure condition.
- 18.2.2.2. State the date and time the Force Majeure condition commenced;
- 18.2.2.3. the expected ramification of the Force Majeure regarding its fulfillment of its obligations under this Agreement.
- 18.2.2.4. State the expected date for the end of the Force Majeure condition.
- 18.3. If the Supervisory Committee will approve in writing the Entrepreneur's claim of Force Majeure, no failure or delay in performance under this State Agreement shall be deemed to be a breach

hereof to the extent such failure or delay is occasioned by or due to Force Majeure for a period approved by the Supervisory Committee. the Supervisory Committee may limit such period.

- 18.4. In the event that a Force Majeure event continues for more than 180 days after notice of the event of Force Majeure is given under Section 18.3 then each Party may terminate this Agreement by giving at least 21 days prior written notice to the other Party.

19. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 19.1. In this section – "**Information**" – all information, know-how, knowledge, document, corresponding, plan, stat, module, design, letters of opinion, conclusion, and any other data which is connected in any way or any way of saving, copying and transferring the information, including via electrical and/or electronic or other with respect to this State Agreement and the Government Agreements.
- 19.2. The State is the sole owner of the Information and have all rights, title and interest to all Information, regardless of whether such Information is conveyed by the State or Tadmor to the Entrepreneur or created by the Entrepreneur. The Entrepreneur, or anyone on its behalf, will not use the Information except for the performance of the Services, without the prior written consent of the State.
- 19.3. The Entrepreneur declares that it is aware that any Information received by it, its employees or its subcontractors in connection with the execution of this Agreement is within the scope of professional secrets.
- 19.4. The Entrepreneur hereby declares that it is aware that the Information received during the execution of the Services by it and anyone on its behalf is of special sensitivity and it undertakes that it or anyone on its behalf shall not transfer any Information relating to the execution of this Agreement during the Term of the Agreement and thereafter, unless the prior approval of the Supervisory Committee and the conditions as determined by it have been given.
- 19.5. The Entrepreneur undertakes that it and anyone on its behalf shall keep the information in strict confidence and shall not make any use thereof. For the avoidance of doubt, and without derogating from the generality of the foregoing, the Entrepreneur undertakes that it and anyone on its behalf shall not publish, transmit, notify, deliver or bring to the attention of any person the information.
- 19.6. It should be emphasized that the provisions of this section shall not apply to the tools, methods of work, technology and information that were available to the Entrepreneur prior to the signing of this Agreement, to the extent that the Entrepreneur proves the matter in the first place before the Supervisory Committee.
- 19.7. The Entrepreneur shall ensure that all its directors and all its employees acting in connection with this Agreement shall sign an affidavit of commitment to maintain confidentiality attached as Appendix D to this Agreement.
- 19.8. Without derogating from the provisions above, the Entrepreneur may transfer information to any Governmental body for the purpose of fulfilling its obligations under this Agreement and the other Government Agreements, provided that it has given prior written notice to the Supervisory Committee.

- 19.9. Without derogating from the foregoing, it is hereby declared and clarified that the State has an exclusive right and will be the copyright owner of any information or products of Information, document or opinion or intellectual property to be made by the Entrepreneur or based on services provided by an Entrepreneur during the Contract Term. Upon expiry of this Agreement, the Entrepreneur shall act as provided in section 14 above.
- 19.10. The Entrepreneur is solely responsible for the fact that the object of this Agreement shall not be any infringement of any copyright, intellectual property right, patent right or any other right of any third party.
- 19.11. The obligation of confidentiality as stated in this section shall remain in effect after the end of the Term of the Agreement or after the termination or expiration of this Agreement and for a period of seven (7) years.
- 19.12. The Entrepreneur shall not take any action that will endanger, limit or interfere in any way the State owns the intellectual property.
- 19.13. The Entrepreneur hereby undertakes to indemnify the State immediately upon its demand, full and unconditional indemnification, and to pay any amount it may be required to pay to any party for copyright or other intellectual property rights or due to the exercise of its rights as provided in this Agreement.

20. CONFLICT OF INTEREST

- 20.1. The Entrepreneur declares that it is familiar with the rules and restrictions prescribed by law regarding the prohibition of conflict of interests, and that it, its employees or anyone on its behalf are not in a state of conflict of interest in connection with the performance of its obligations under this Agreement.
- 20.2. The entrepreneur undertakes that any employee, agent or party acting on its behalf who will take part in the provision of the Services will not be in conflict of interest with the State.
- 20.3. The Entrepreneur is under an obligation to notify the Supervisory Committee in writing immediately of any data or situation in respect of which an employee or anyone on its behalf may be found, directly or indirectly, in a situation of conflict of interests between his position and another matter, immediately upon being informed of the said fact or situation.
- 20.4. The Entrepreneur undertakes not to do any act or to refrain from any act which may put it in a situation of conflict of interest with the performance of this Agreement or its employees or anyone on its behalf.
- 20.5. If, in the opinion of the Supervisory Committee, the Entrepreneur, in any stage of execution of this Agreement, is in a situation in which it is likely to be in a conflict of interest between its position and another matter, the Supervisory Committee may order an immediate termination of this Agreement with the Entrepreneur and the provisions of Section 14 above shall apply.
- 20.6. For the purposes of this section, the Entrepreneur – shall include its officers, controlling shareholders and any interested party of the Entrepreneur, employees and anyone on its behalf, professional entities and subcontractors employed on its behalf in connection with the execution of this Agreement

21. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Israel without giving effect to principles of conflicts of law. The Parties agree that the courts located in Jerusalem shall have sole jurisdiction to settle any disputes that may arise out of or in connection with this State Agreement and its validity, and that, accordingly, any suit, action or proceeding arising out of or in connection with this State Agreement may be brought to such courts only.

22. INTERPRETATION

- 22.1. This State Agreement, together with the Schedules and Appendixes attached hereto and the Assignment Agreement and the Government Agreements, constitutes the entire agreement and complete understanding between the parties with respect to the subject matter described herein and therein and supersedes all other previous understandings and agreements between the Parties with respect to such subject matter.
- 22.2. In the event of any inconsistencies between the terms and conditions of the body of this State Agreement and the Schedules and Appendixes, the provision of the body of this Agreement shall prevail.
- 22.3. In Any case of conflict between the Hebrew version of this State Agreement, and the Government Agreements, with their translated version to English, the Hebrew version shall prevail.
- 22.4. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, the State Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby..
- 22.5. This State Agreement shall be interpreted in a manner as to be consistent with the intent of the parties to apply good utility practice to the execution of this State Agreement, where details of such works, services, and/or performances are not included, are incomplete, are not specified, or are not clearly defined in the specifications.

23. MISCELLANEOUS

- 23.1. This State Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person other than the Parties to the State Agreement, unless explicitly provided otherwise.
- 23.2. Whenever this State Agreement grants to any Party the right to take action, exercise discretion, or determine whether to approve a proposal of any other Party, the Party possessing the right shall act in good faith and shall deal fairly with each other.
- 23.3. In the event of a Dispute, the Parties shall be obligated to make a reasonable and diligent effort to resolve the Dispute at the appropriate level before approaching to courts.
- 23.4. All representations and warranties, and all agreements by the parties in this State Agreement to indemnify each other shall survive the termination of this State Agreement.

23.5. This State Agreement may be amended only by a written instrument signed by a duly authorized representative of each Party.

23.6. Except as expressly provided otherwise in this State Agreement, all notices given to any of the Parties pursuant to or in connection with this State Agreement shall be in writing, shall be delivered by: hand, by certified or registered mail, return receipt requested, by facsimile transmission with confirmation. Notices are effective when received. Notice addresses are as follows:

23.6.1. State:

Address: _____

E-mail: _____

Fax: _____

23.6.2. Entrepreneur:

Address: _____

E-mail: _____

Fax: _____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THE DAY AND YEAR FIRST WRITTEN ABOVE.

STATE

Name: _____

Position: _____

Signature: _____

Date: _____

ENTREPRENEUR

Name: _____

Position: _____

Signature: _____

Date: _____

Appendix C
Obligation to avoid a Conflict of Interest

Held and signed in _____ on day _____ month _____ year _____

By _____

ID. _____

Address _____

Therefore, I hereby undertake towards the State of Israel as follows:

1. Definitions

In this undertaking, the following terms shall have the meaning appearing alongside them:

"**Services**" - any undertaking of the Entrepreneur under the State Agreement.

"**Supervisory Committee**" - as defined in the State Agreement.

"**Information**" means any information, know-how, information, document, correspondence, plan, data, model, opinion, conclusion and anything else related to or in connection with the provision of the Services, whether written or otherwise, in any form or way of preserving information electronically, optically, magnetically or otherwise.

"**Professional Secrets**" - any information that will come to the Entrepreneur or anyone on its behalf in connection with the provision of the Services, whether received during the provision of the Services or subsequently received, including without derogating from the generality of the foregoing: Information to be provided by the State or anyone on its behalf.

2. I hereby declare and undertake that during the provision of the Services and during three months thereafter, there will be no conflict of interests of any kind with interested parties in the subject matter of the Agreement, unless the Supervisory Committee has approved in writing, these facts do not constitute a conflict of interest or if there is a conflict of interest, this is a marginal conflict of interest, which has no effect on the Services that are the subject of the Procurement Process.
3. I represent and warrant that I will not represent or act on behalf of any party in the performance of the Services, other than the Entrepreneur, during the performance of the Services and three months thereafter, unless prior written approval has been received from the Supervisory Committee.
4. I hereby undertake to inform the Supervisory Committee immediately of any data or situation for which I am liable to be in a conflict of interest situation immediately upon becoming aware of the said fact or situation.
5. I hereby declare and undertake to report in advance to the Supervisory Committee on all my intentions, to engage with any party as stated in sections 2-3 above, contrary to my obligations in these sections, and to act in accordance with its instructions in this matter. The Supervisory Committee may not approve such an undertaking or give other instructions to ensure the absence of a conflict of interest, and I undertake that I will act in accordance with these provisions, in this context.
6. In witness thereof I have signed the following: _____

Appendix D

Obligation to avoid a Conflict of Interest

Held and signed in _____ on day _____ month _____ year _____

By _____

ID. _____

Address _____

Whereas the Government of Israel on behalf of the State of Israel receives the Services as defined below;

Whereas I am employed in connection with the provision of the Services;

Whereas I may be exposed to the professional secrets which the State of Israel wishes to defend;

Therefore, I hereby undertake to the State of Israel as follows:

1. Definitions

In this undertaking, the following terms shall have the meaning appearing alongside them:

"Services" - any undertaking of the Entrepreneur under the State Agreement.

"Supervisory Committee" - as defined in the State Agreement.

"Information" means any information, know-how, information, document, correspondence, plan, data, model, opinion, conclusion and anything else related to or in connection with the provision of the Services, whether written or otherwise, in any form or way of preserving information electronically, optically, magnetically or otherwise.

"Professional Secrets" - any information that will come to the Entrepreneur or anyone on its behalf in connection with the provision of the Services, whether received during the provision of the Services or subsequently received, including without derogating from the generality of the foregoing: Information to be provided by the State or anyone on its behalf.

2. Confidentiality

I hereby undertake to keep the Information or Professional Secrets in strict confidence and use them solely for the purpose of providing the Services covered by the State Agreement. For the avoidance of doubt, and without derogating from the generality of the foregoing, I hereby undertake not to publish, transfer, notify, deliver or bring to the attention of any person the Professional Information or Secrets.

I hereby declare that I am aware that failure to fulfill my obligations constitutes an offense under chapter seven (state security, foreign relations and official secrets) of the Penal Law, 5737-1977.

I hereby declare that I am aware that the disclosure of personal information that comes into my possession, to someone who is not authorized to receive it, is liable to infringe a person's privacy, an offense for which I may be prosecuted under section 5 of the Protection of Privacy Law, 5741-1981.

In witness thereof I have come Signed: _____