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ANNEX AA1
FORM OF THE ADVANCE PAYMENT GUARANTEE

Bank _____

Date:

To: Israel Natural Gas Lines Ltd.

Atidim Tower, Kiryat Atidim

Tel-Aviv 6158101, Israel

Re: Letter of Guarantee No....

1. Pursuant to the request of _____ (the "**Contractor**"), the undersigned, _____ [insert name of the Bank] (the "**Guarantor**"), having its official address at _____, hereby guarantees, by this guarantee (the "**Guarantee**"), to pay Israel Natural Gas Lines Ltd. (the "**Company**") any and all amounts, up to the aggregate amount of _____ [insert 10% of the Agreement Price including VAT] (the "**Guaranteed Amount**"), that the Company may demand in connection with the Agreement for the Construction of High Pressure Natural Gas Pipeline for Project _____ [insert name & no. of Project] (the "**Agreement**").
2. This Guarantee is irrevocable, independent, autonomous and unconditional. Within 7 days of the receipt by the Guarantor of a written request setting forth the amount demanded and signed by the Company or the Company CFO (the "**Letter of Demand**"), sent by messenger or registered mail, we shall pay the Company the full amount demanded in such Letter of Demand up to the Guaranteed Amount. Prior to sending such Letter of Demand and payment of the Guaranteed Amount the Company shall not have to (i) prove or substantiate its demand; or (ii) demand such amount from the Contractor; or (iii) start with legal proceedings against the Contractor. The Guarantor shall have no claim of whatsoever nature against the Company that the Contractor could have had against it and shall not assume any such claim.
3. Any amendments or changes to the Agreement shall not affect the Guarantor's obligations hereunder and the Guarantor shall have no right to annul this Guarantee on whatsoever ground.

4. The Company may drawdown on this Guarantee in installments, provided that all payments made in such installments shall not exceed the Guaranteed Amount. The amount of this Guarantee shall be reduced by the amount of any payments made by the Guarantor to the Company hereunder. Forfeiture of any part of this Guarantee shall not impair the validity of the part which has not been forfeited.
5. This Guarantee is effective as of [_____] and shall remain valid and in full force and effect until [_____] (included) [Insert date of 18 months from the effective date of this Guarantee].
6. At the Company's or the Company's CFO written request from time to time we shall extend the validity of this Guarantee until such time the Company shall have presented to us a written confirmation that the Advance Payment (as such term is defined in the Agreement) has been set off in full but in any event not later than [insert date of 3 months after the completion of the works according to the Schematic Frame Schedule]
7. Any demand under this Guarantee shall be submitted to the address set forth above during regular working hours.
8. The benefit of this Guarantee may be assigned by Company to the State of Israel whether in whole or in part. A notice of such assignment shall be provided to Guarantor.
9. This Guarantee shall be governed by the Laws of the State of Israel and any proceedings in connection with this Guarantee shall be brought before the competent courts of the Tel Aviv District, Israel.

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officers thereunto duly authorized on this ____ day of _____, 201_.

[_____] [Insert complete name of Bank]

By: _____

Name: _____

Title: _____

ANNEX AA2
FORM OF THE PERFORMANCE GUARANTEE

Bank _____

Date:

To: Israel Natural Gas Lines Ltd.

Atidim Tower, Kiryat Atidim

Tel-Aviv 6158101,, Israel

Re: Letter of Guarantee No....

1. Pursuant to the request of _____ (the "**Contractor**"), the undersigned, _____ [Insert name of the Bank] (the "**Guarantor**"), having its official address at _____, hereby guarantees, by this guarantee (the "**Guarantee**"), to pay Israel Natural Gas Lines Ltd. (the "**Company**") any and all amounts, up to the aggregate amount of _____ [insert 7.5% of the Agreement Price including VAT] (the "**Guaranteed Amount**"), that the Company may demand in connection with the Agreement for the Construction of High Pressure Natural Gas Pipeline for Project _____ [insert name & no. of Project] (the "**Agreement**").
2. This Guarantee is irrevocable, independent, autonomous and unconditional. Within 7 days of the receipt by the Guarantor of a written request setting forth the amount demanded and signed by the Company or the Company CFO (the "**Letter of Demand**"), sent by messenger or registered mail, we shall pay the Company the full amount demanded in such Letter of Demand up to the Guaranteed Amount. Prior to sending such Letter of Demand or payment of the Guaranteed Amount the Company shall not have to (i) prove or substantiate its demand; or (ii) demand such amount from the Contractor; or (iii) start with legal proceedings against the Contractor. The Guarantor shall have no claim of whatsoever nature against the Company that the Contractor could have had against it and shall not assume any such claim.
3. Any amendments or changes to the Agreement shall not affect the Guarantor's obligations hereunder and the Guarantor shall have no right to annul this Guarantee on whatsoever ground.

4. The Company may drawdown on this Guarantee in installments, provided that all payments made in such installments shall not exceed the Guaranteed Amount. The amount of this Guarantee shall be reduced by the amount of any payments made by the Guarantor to the Company hereunder. Forfeiture of any part of this Guarantee shall not impair the validity of the part which has not been forfeited.
5. This Guarantee is effective as of the date set forth above and shall remain valid and in full force and effect until _____ (included) [insert date of 30 months after the date set in the Schematic Frame Schedule for the completion of the Project]. At the Company's written request, from time to time, we shall extend the validity of this Guarantee as shall be necessary in order for it to be valid until the Guarantor's receipt of a written confirmation signed by the Company or the Company CFO confirming that a **Take Over Certificate without any Punch List** was issued by the Company to the Contractor in accordance with the provisions of the Agreement and until the issuance of the Reduced Guarantee as provided for hereunder (the "**Take Over Confirmation Letter**"), but in any event not later than _____ [insert date of 6 months after the date set in the Schematic Frame Schedule for the completion of the Project].
6. The Guaranteed Amount under this Guarantee shall be reduced by 50% (the "**Reduced Guarantee**") upon Guarantor's receipt from the Company of the Take Over Confirmation Letter (the "**Reduced Guarantee Effective Date**").
7. The Reduced Guarantee shall remain valid and in full force and effect until the latter of (i) a period of 26 months from the Reduced Guarantee Effective Date; or (ii) the Guarantor's receipt of a written confirmation signed by the Company or the Company's CFO confirming that the Defect Liability Period for the Project No. _____ was terminated in accordance with the provisions of the Agreement.

8. At the Company's or the Company's CFO written request, from time to time, we shall extend the validity of this Guarantee and/or the validity of the Reduced Guarantee as shall be necessary in order to comply with the provisions of Sections 5 and 7 above, but in any event not later than _____ [insert date of 6 months after the date set in the Schematic Frame Schedule for the completion of the Project]. Any demand under this Guarantee shall be submitted to the address set forth above during regular working hours.
9. The benefit of this Guarantee may be assigned by Company to the State of Israel whether in whole or in part. A notice of such assignment shall be provided to Guarantor.
10. This Guarantee shall be governed by the Laws of the State of Israel and any proceedings in connection to this Guarantee shall be brought before the competent courts of the Tel Aviv District, Israel.

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officers' thereunto duly authorized on this ____ day of _____, 201_.

[_____] [Insert complete name of Bank]

By: _____

Name: _____

Title: _____

ANNEX AA3
RELEASE FORM

(To be annexed to a Final Invoice of the Project)

To:

Israel Natural Gas Lines Company Ltd.

(the "**Company**")

All the expressions herein shall have the meanings attributed to them in the Agreement for the Construction of High Pressure Natural Gas Pipeline for the Project [insert name & no. of project according to the RFQ] dated _____, (doc. no. ____) and the General Terms and Conditions for the construction of the natural gas transmission system dated _____ (doc. no. _____) (the "**Agreement**"), unless expressly provided otherwise herein

Pursuant to the Agreement, the undersigned, hereby submit the attached Final Invoice to the Company for execution of the Works.

We hereby declare and confirm on behalf of the Contractor as follows:

1. That upon payment of the Final Invoice to which this Release Form is annexed, the undersigned and/or anyone on our behalf shall not have any claims, demands or pleas against the Company and/or its directors, managers, shareholders, employees and officers, in connection with the Agreement and the Works performed by us pursuant thereto, directly or indirectly, including any claims regarding to court and/or legal representation expenditures in connection with the Agreement and the Tender process to the selection of a contractor to implement the Works.
2. In any case in which, notwithstanding the foregoing, any claim and/or demand as aforesaid is raised on behalf of anyone who acted on our behalf and/or on behalf of our sub-contractors, the undersigned hereby undertakes to indemnify and compensate the Company and/or anyone mentioned above, pursuant to their first demand and without them being required to give grounds for their demand, in respect of any damage or loss and/or expense caused to them in consequence of any claim and/or demand as aforesaid.

3. Nothing in this Release Form shall: (i) derogate from any of the Guarantees under the Agreement, or; (ii) release us from the performance of any of our remaining obligations under the Agreement, including, without limitation, obligations connected with: the reinstatement of land at the Site or of Property Owners and completing the Works listed in the Punch lists or repairing defects in according to the Defects Liability Period, all in accordance with the Agreement.

4. The foregoing does not prejudice our claim for payment of the annexed Final Invoice in the amount of _____ [Insert the amount in the Final Invoice], and for additional works ordered by the Company according to the Agreement which were not paid under the annexed final invoice, which payments we acknowledge to be governed by the relevant terms and conditions of the Agreement.

Name of Contractor / Members (if Applicable)	Contractor's / Member's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	
	By: Position: Date:	

ANNEX AA4

CONTRACTOR'S OBLIGATIONS PURSUANT TO INGL'S LICENSE AND ITS FINANCING AGREEMENT WITH THE STATE

WHEREAS Pursuant to the License that was granted to Israel Natural Gas Lines Ltd. (INGL), as well as the financing agreements between INGL and the State, INGL is required to include certain provisions in its agreements with subcontractors engaged in performing works on its behalf;

WHEREAS INGL wishes to include such provisions in the Agreement;

Therefore, the Contractor warrants and agrees as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. The Contractor confirms that it is highly skilled, has a vast experience and expertise in executing projects requiring works similar to the Works, and that it, as well as the employees and subcontractors engaged for the purpose of the Works, has the appropriate training as well as the certifications required by the Law for the purpose of the the Works.
3. In the performance of the Works, Contractor hereby undertakes:
 - a. To act in a manner that reduces, to the extent reasonably possible, hazards to the public, nuisances, damage to infrastructures and to nearby property.
 - b. To avoid, to the extent reasonably possible, causing damage to sites of historical or national value and to tourist and landscape attractions, all in coordination with the relevant authorities according to the Antiquities Law, 1978.
 - c. To keep the sites where the Works are being executed, clean and ensure the removal, on its own expense and responsibility, of any leftovers, materials, equipment, slime and the like, resulting directly or indirectly from execution of the Works.
 - d. To take all reasonable measures required in order to avoid causing damage to infrastructure facilities and/or property.

- e. To coordinate with the Shipping Division of the Ministry of Transport in matters relating to shipping and in accordance with the instructions of the Director of the Natural Gas Authority provided to it by INGL.
4. The Contractor confirms that it was brought to his attention that the transmission system is fully and solely owned by the State and that INGL was only granted a right to use the system facilities.
5. The Contractor and its subcontractors shall adopt and maintain procedures for quality assurance and quality control and any other procedure under "good industry practice" used by contractors performing works of similar nature to the Works and in a manner a prudent and accountable contractor would act in order to prevent accidents and damages to any person, property or the environment. INGL shall be entitled to take any reasonable actions to ensure the compliance of the Contractor with such procedures and to assure the performance of precise and reliable works.
6. The Contractor shall enable the Director Natural Gas Authority under the Natural Gas Sector Law, 2002 and the Commissioner of Safety under the Gas Law (Safety and Licensing), 1989 (hereinafter, together "Inspectors"), or anyone duly empowered by any of them in advance and in writing, to supervise and review all the actions of the Contractor in connection with building and operating the transmission system or any part thereof. The contractor shall enable to the Inspectors access to the sites where the Works are being performed and to the employees engaged in performing the Works and shall cooperate with the Inspectors for this purpose. The Contractor shall include such provision in its agreements with subcontractors on its behalf.
7. The Contractor shall purchase all insurances necessary for its activities in accordance with the provisions of the Agreement and as common for performing projects of similar nature. The Contractor shall demand such insurances from the subcontractors performing the Works on its behalf.
8. The Contractor acknowledges that it is aware that INGL and/or the State will be the owners of all copyrights with respect to the Works. In carrying out the Works, the Contractor shall not violate intellectual property rights, including copyright, of any entity.

9. The Contractor acknowledges that it is aware that upon the expiration of the License and subject to License and any applicable Law, INGL is obliged to transfer the transmission system to the State or to whom the State shall instruct, including assignment of the Agreement.

Name of Contractor / Members (if Applicable)	Contractor's / Member's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	
	By: Title: Date:	

Not for Submission

ANNEX AA5
TAKE OVER CERTIFICATE

for Project _____ [insert name & no. of Project]

Date: _____

To: _____ [Insert full name of the Contractor] (the "**Contractor**")

All capitalized terms not defined herein shall have the meaning attributed to them in the Agreement for the Construction of High Pressure Natural Gas Pipeline for the Project _____ [insert name & no. of Project] dated _____ (doc. no. _____) including the General Terms and Conditions and all other annexes attached thereto (the "**Agreement**"), to which this Annex is attached.

This is to confirm that on _____ [insert the starting date of the actual takeover] based upon the Completion Certificate dated _____ (ref. no. _____) issued by and on behalf of the Contractor and attached herein as **Exhibit A**, subject to a successful passing of the Completion Tests in accordance with provisions of the Agreement, the Contractor became eligible to receive the Take Over Certificate pursuant to the Agreement for Project _____ [insert name & no. of Project], with the exception of the Works enumerated in the Punch List/s attached as **Exhibit C** [delete the reference to the Punch List if not applicable] in accordance with the hand over protocol set forth in **Exhibit B** attached herein.

The above confirmation shall not in any way derogate from the provisions of the Agreement including all the annexes and attachments thereto and the obligations of the Contractor thereunder and from the attached Punch Lists [Delete if not applicable].

[Remainder shall remain blank]

IN WITNESS WHEREOF, the parties hereto have executed this Take Over Certificate:

<p>Israel Natural Gas Lines Company Ltd.</p> <p>Signed on behalf of INGL by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p style="text-align: center;">_____</p> <p>The Contractor</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>
<p style="text-align: center;">_____</p> <p>The Member (if applicable)</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p style="text-align: center;">_____</p> <p>The Member (if applicable)</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>

**EXHIBIT A to TAKE OVER CERTIFICATE
CONTRACTOR'S COMPLETION CERTIFICATE**

Not for Submission

EXHIBIT B to TAKE OVER CERTIFICATE

HAND OVER PROTOCOL BETWEEN THE CONTRACTOR & THE COMPANY

for Project _____ [insert name & no. of Project]

All capitalized terms not defined herein shall have the meaning attributed to them in the Agreement, to which this Annex is attached.

This Hand Over Protocol is executed on this ____ day of _____, by the Company and by _____ (the "**Contractor**").

WHEREAS this Hand Over Protocol and the declarations and undertakings set forth hereunder shall be deemed to be agreed upon by and binding on the parties hereto and shall constitute an integral part of the Agreement; and

WHEREAS the Contractor applied to the Company for a Take Over Certificate for the Works in accordance with the provisions of the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Contractor undertakes to complete the Works pursuant to the provisions of the Agreement and the Punch list/s, within the time frame indicated in such Punch Lists [Delete the reference to the Punch List if not applicable];
2. The Contractor declares that the Works were, and shall be executed in accordance with applicable Law and the Agreement to the full satisfaction of the Company;
3. The Contractor undertakes to settle any claim against the Company, including without limitation any monetary claim, which results from a responsibility of the Contractor according to the Agreement and the Law, to the full satisfaction of the Company;
4. The Contractor undertakes to perform all the following to the full satisfaction of the Company: [Delete if not applicable]
 - a. To complete the redevelopment and rehabilitation of the Site to its planned condition as set forth in the Technical Volumes;

- b. To submit to the Company all the plans, drawings, documentation and files as set forth in the Agreement and the Technical Volumes.
5. The Contractor declares that any entrance to the Site shall be subject to all the following, all at the sole expense of the Contractor:
 - a. The Company's prior approval;
 - b. The relevant Company's procedures and;
 - c. The Company's supervision.
6. The Contractor hereby declares that it has no claims and will not have any claims with respect to simultaneous Works in the Site.
7. The Defect Liability Period according to the Agreement shall commence from the date that the Company shall issue the Take Over Certificate. However, where a Punch List attached to such Take Over Certificate, than the Defect Liability Period regarding all and any of the Works in this Project shall commence at the date of the Company Representative's written approval that all remaining Works or Defects in the System existed at the time of Taking over, have been remedied to the full satisfaction of Company.

Subject to the declarations and undertakings of the Contractor above, and without derogation from any of the rights of the Company under the provisions of the Agreement and all Agreement Documents, the Company is willing to issue this Take Over Certificate for the Works.

[Remainder shall remain blank]

IN WITNESS WHEREOF, the parties hereto have executed this Take Over Certificate to the Project:

<p>Israel Natural Gas Lines Company Ltd.</p> <p>Signed on behalf of INGL by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p>_____</p> <p>The Contractor</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>
<p>_____</p> <p>The Member (if applicable)</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>	<p>_____</p> <p>The Member (if applicable)</p> <p>Signed on behalf _____ by the following:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____</p> <p>Company's Seal: _____</p>

EXHIBIT C to TAKE OVER CERTIFICATE

for Project _____ [insert name & no. of Project]

PUNCH LIST/S
(If applicable)

Not for Submission

ANNEX AA6

COMPLETION CERTIFICATE

Dated _____

For INGL Transmission System Project

Project description (the "**Project**"): **[insert name & no. of Project]**

This is to certify that _____ (the "**Contractor**") has completed the construction of aforementioned High Pressure Natural Gas Project as follows:

1. All works of the Project have been performed according to the design, the NEN 3650 and INGL standards and specification and Approve for construction ("**AFC**") drawings.
2. All materials have been purchased and supplied by INGL and fabricated constructed by the Contractor in accordance with the design and in accordance with the INGL's specifications, relevant standards and the AFC drawings.
3. All welds have been welded, checked, approved and accepted according to the NEN 3650 and INGL's specifications and relevant standards. Holiday Detection was performed according to the standard and accepted by relevant Parties.
4. All hydrostatic tests and leak tests, dewatering, gauging and drying of the pipeline sections have been performed according to the INGL's specifications and relevant standards. Pressure test, dewatering gauging and drying of the pipeline were completed and accepted by all Parties.
5. All Golden Welds in the Project have been performed in according to INGL's specifications and relevant standards, tested and accepted by all relevant Parties.
6. All electrical works have been constructed as per the design and relevant INGL's specifications and are ready for start-up.
7. Permanent/Temporary **[erase if irrelevant]** Cathodic protection has been put in place as per the AFC drawings, and the relevant INGL's specifications and standards, and accepted by all relevant Parties.
8. All NCR's and CAR's related to the works of the Contractor have been successfully closed out **[erase this line if no NCR's/CAR's]**

9. Cold commissioning checks to the Project executed by the Contractor has taken place successfully and accepted by all relevant Parties.
10. The Project installed by the Contractor is ready for gassing up as per the design and the relevant INGL's specifications and standards.
11. The technical data relating to this Completion Certificate is specified in the Mechanical Completion Certificate issued by [insert the professional engineering consultant to INGL] dated _____ (doc. ref. no. _____) attached herewith.

Acknowledgement and for and on behalf of the Construction Contractor:		
Project Manager of the Contractor	Project Manager of the Contractor's Constituting Entity [if a JV]	Project Manager of the Contractor's Constituting Entity [if a JV]

Acknowledgement and for and on behalf of the following:		
The Supervision & Management Company	Third Party Inspection Company	Professional Company & Supervision
Project Manger	Third Party Inspector	Project Manger of the Professional Company and Supervision

ANNEX AA7
DECLARATION REGARDING CONFLICT OF INTERESTS

To: Israel Natural Gas Lines Ltd.
 Atidim Tower, Kiryat Atidim
 Tel-Aviv 6158101, Israel

We the undersigned:

	Name of Member	Related Company [Where applicable]
1.		
2.		
3.		

(hereinafter referred to, jointly and severally, as the “**Contractor**”) hereby declare, warrant and undertake, jointly and severally, to the Company as follows:

1. We hereby undertake to act loyally and professionally and to avoid any and all conflict of interest in the execution of our duties under the terms of the Agreement, and shall undertake that all of our employees, subcontractors and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly.
2. We hereby undertake to notify the Company in any event when the Services involve or may involve any conflict of interest with other work that we have performed, are performing and/or intends to perform, we shall notify the Company immediately of any such conflict with connection to the Services and/or any personal interested of us and/or the like and we will act in accordance with the instructions of the Company in connection with any such conflict of interest.
3. We hereby declare that we are not shareholder/holder of other convertible securities and/or officers (including but not limited to directors in any of corporation involved in the natural gas market and/or energy and/or infrastructure and/or any related area which competes with the Company's business and/or is/ may become the company's client.

4. Our positions and/or other occupations do not create and are not liable to create any conflict of interest whatsoever, whether directly or indirectly, whether professional or business, with our duties under the terms of the Agreement.
5. We hereby declare that there are no conflicts of interest between any of our prior or current engagements or activities and/or those of our employees and/or subcontractors.
6. We hereby declare that neither we nor any of our subcontractors are connected with the Company or its employees.
7. We hereby undertake to report to the CEO, immediately upon our becoming aware of a possible conflict of interest with regards to our duties under the terms of the Agreement. Furthermore, we undertake to take all necessary and reasonable measures under the circumstances to remove the conflict of interest and to act in regard to the Services in accordance with the instructions of the Company.
8. We undertake to give immediate notice to the Company about any change of the details provided hereto and/or about any matter included in this statement.
9. We hereby declare that we have reviewed this declaration and all parts thereof. We declare that we have understood its content and we undertake to abide by and fulfil all its instructions.

In witness hereof:

Name of Contractor / Members (if Applicable)	Contractor's / Member's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	
	By: Position: Date:	

ANNEX AA8
ETHICAL CODE

Israel Natural Gas Lines Ltd.
The Ethical Code for Contractors and Suppliers

1. Introduction

Israel Natural Gas Lines Ltd. (hereinafter: "**the Company**") is a governmental company holding the license to construct and operate the national natural gas transmission system, a project of great importance to the Israeli economy due to its vast contribution to economics, industry and quality of the environment.

The Company acknowledges the importance of the relation and partnership with its contractors and suppliers, and regards them as essential factor to achieving its goals.

The purpose of this ethical code is to delineate the basic principles for the Company's contractors' and suppliers' behaviour, in relation to integrity, fairness, respect, avoiding concern for conflict of interests and confidentiality. Operating in accordance with the ethical code shall strengthen the business relationships between the Company and its contractors and suppliers and shall contribute to the parties' collaboration as well as the success of the task at hand.

For the avoidance of doubt, it is hereby clarified that the code applies to anyone acting on behalf of the Company's contractors and suppliers, including their employees and subcontractors, vis-à-vis the Company, its employees and anyone acting on the Company's behalf. Accordingly, the Company's contractors and suppliers shall be responsible for bringing the content of the code to the attention of anyone acting on their behalf and for taking all the measures required in order to ensure that they shall carry out the provisions of the code.

The ethical code applies in addition to the provisions of the contract between yourselves and the Company and shall not be interpreted as derogating therefrom. It is additionally clarified, that certain matters specified in the ethical code are regulated by statutory provisions, the violation of which carries severe penalties.

2. Integrity, Fairness and Respect

In order to establish trust and partnership with the Company, you are hereby required: to act towards the Company with personal and professional integrity as well as morality; to act with a fair, transparent and practical manner towards the Company; to treat the Company's representative with whom you are in professional contact, respectfully, create a fair and deferential dialogue and operate to resolve disagreements in a manner agreed upon the parties.

It is hereby clarified that the Company shall deem any deviation from the rules of integrity and morality as acute and severe, and shall use all legal measures against anyone who shall be found acting in such deviation.

3. Conflict of Interests

- 3.1 You are hereby required to avoid any conflict of interests with respect to the services provided by you to the Company, and to avoid any contact which could potentially create concern for conflict of interests.
- 3.2 Should you become aware of the existence of concern for possible conflict of interests, you are hereby required to inform the Company immediately in order for the Company to examine its nature.
- 3.3 Without derogating from the generality of the foregoing, you are hereby required to divulge to the Company, prior to entering into contractual relations with the Company and during the term of the these relations, any information concerning -
- a. Your being holders of securities, directors, role holders or having a business relation with a corporation that is a client, supplier, competitor, supervisor or other entity related to the Company, in a manner creating or might create concern for conflict of interests;
 - b. Other positions and/or duties of yours, which might harm your ability to perform your duty of providing services to the Company.
- 3.4 You are hereby required to avoid soliciting and/or collaborating, directly or indirectly, with anyone on behalf of the Company and/or any other party, in order to -
- a. Receive information regarding a preliminary process for entering into a contract with the Company and/or any agreement and/or an order deriving therefrom, other than in the manner stipulated in the procedure of request for offers or in the instructions for contracting with the Company;
 - b. Set prices in an artificial and/or non-competitive manner.
- 3.5 You are hereby required to avoid representing any party against the Company and/or in a proceeding of any kind which the Company is involved in, pertaining the particular matter in relation to which you performed services for the Company, unless you shall receive the Company's prior and written consent, which may, at its sole discretion, decide whether your doing so does or does not entail a conflict of interest.

4. Benefits

- 4.1 You are hereby required to avoid offering / giving / receiving / requesting, directly and/or indirectly, prior to, during or after the conclusion of your contractual relationship with the Company, for yourself and/or for another person and/or for your businesses and/or the business of other party, any benefit, including recommendation and/or

decision and/or right and/or money and/or anything valuable in relation to the Company and/or anyone on its behalf.

- 4.2 Notwithstanding the foregoing, an offer or benefit shall be permitted in the following cases or events, provided that they shall not be given in order to influence integrity, incorruptibility and good governance: an infrequent, minor / symbolic gift which its worth is up to NIS 200, such as: a calendar given on a national holiday, a retirement gift or a meal at a conference you have organized.

5. Job Offers to the Company's Employees

As long as you are engaged with the Company, you are required to avoid offering to the Company's employees to work for you or for a third party. Should you nevertheless do so, any former employees of the Company employed by yourself shall withheld from executing services related to the Company for at least a year, and the Company shall additionally be entitled to terminate its contract with you immediately, according to the circumstances and subject to the law. The Company shall take severe measures in cases where such an offer is made in order to influence the employee's discretion.

6. Kinship

- 6.1 You are hereby required to divulge to the Company all the information in your possession regarding any kinship of anyone on your behalf and any of the Company's employees and/or anyone on its behalf.
- 6.2 Should you have kinship to any of the Company's employees and/or anyone on its behalf, you must avoid acting directly in conjunction with your relative when an agreement is being negotiated with you or during the provision of your services.

7. Confidentiality

- 7.1 You are required to keep confidential and not to transfer, pass on or bring to the attention of any person, directly or indirectly, at any time, including after the conclusion of your contractual relationship with the Company, information and documents relating to the Company and the contractual relationship with it (hereinafter: "**the Confidential Information**"), that shall come into your possession, unless the aforementioned information and/or documents are common knowledge or were given to you in order for you to pass them onto a third party for the purpose of providing the services specified in your contract with the Company.
- 7.2 The provision of your services for the Company may not be publicized without the Company's prior written authorization.
- 7.3 Since the Confidential Information belongs exclusively to the Company, you may not duplicate it in any manner without prior written authorization.

- 7.4 Upon termination of your contractual relations with the Company or immediately upon receiving the Company's initial demand, you must return to the Company any information, document and material in your possession and/or in the possession of anyone on your behalf, which belongs to the Company and/or contains the Confidential Information, regardless of whether it had been prepared by the Company and/or anyone on its behalf and/or by yourselves.
- 7.5 No information, document or material containing the Confidential Information may be removed from your premises without the Company's prior written authorization and subject to the conditions specified in the aforementioned authorization.

8. Reporting a Breach of the Ethical Code

If you wish to report a possible breach of this code, you may apply to your main contact person in the Company, to the Company's CEO, Internal Auditor or Legal Advisor. Insofar as possible under the circumstances, the Company shall keep the confidentiality and anonymity of the reporting person.

In witness hereof:

Name of Contractor / Members (if Applicable)	Contractor's / Member's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	
	By: Position: Date:	