



**ANNEX DD1**  
**INSURANCE CERTIFICATE**

To:

Israel Natural Gas Lines Company Ltd. (the “Company”)

Kiryat Atidim, Migdal Atidim P.O Box 58177

Tel Aviv, 6158101

**Re: Agreement for the Construction of the Natural Gas Transmission System (“the Project”) by \_\_\_\_\_ [insert Contractor's full name] (the “Contractor”) dated \_\_\_\_\_ (the “Agreement”)**

We hereby confirm that we have issued in favour of the Contractor the following insurance policies with respect to the Project performed by the Contractor pursuant to the Agreement.

(1) Employer Liability Insurance

Insurance Period: \_\_\_\_\_

Employer’s liability insurance with a limit of liability of no less than US\$5,000,000 per event, per claimant, and for the duration of the insurance policy, covering the Contractor’s legal liability under any law, towards all those engaged by the Contractor in the performance of or in connection with the Project, including personal injury caused during and/or as a result of performing the Works.

This policy shall include the Company and the State of Israel as additional insured parties in respect of their liability towards any engaged by the Contractor in the Project. This policy includes an explicit clause by which the insurer waives its right of subrogation against the Company and the State of Israel, including, without limitation, the Ministry of Defense, and towards whoever acts on the behalf of the Company or the State of Israel, and/or in their name, as well as towards any successors and assigns and towards other contractors and consultant involved in performing the Works, and all of their successors and assigns, provided that their insurance policies include a reciprocal waiver of right of subrogation. The waiver of right of subrogation shall not apply for the benefit of anyone who caused damage with malicious intent.



(2) All Risk Insurance (For Tools and Equipment)

Insurance Period: \_\_\_\_\_

Covering, for full replacement value, any loss or damage caused to equipment or property of any kind, which was brought by or for the Contractor to the work site, and which does not constitute part of the Project, including all work tools, scaffolding and any other equipment.

This policy includes an explicit clause by which the insurer waives its right of subrogation against the Company and the State of Israel, including, without limitation, the Ministry of Defense, and towards whoever acts on behalf of the Company or the State of Israel, and/or in their name, as well as towards any successors and assigns and towards other contractors and consultant involved in performing the Works, and all of their successors and assigns, provided that their insurance policies include a reciprocal waiver of right of subrogation. The waiver of right of subrogation shall not apply for the benefit of anyone who caused damage with malicious intent.

(3) Product Liability

Insurance Period: \_\_\_\_\_

Product liability insurance with a limit of liability of no less than US\$5,000,000 per event and in the aggregate for the annual insurance term, covering the Contractor's legal liability in respect of the completed work, equipment, including supplementary/ancillary equipment and/or any type of machinery, spare parts, etc., which shall be carried out and/or supplied and/or installed and/or otherwise treated by the Contractor or on its behalf (the "**Work**") pursuant to the Agreement.

The policy is extended to indemnify the Company and the State of Israel and all those acting on their behalf, for their liability for personal injury or damage to property which is caused due to the Work, subject to a cross-liability clause, pursuant to which the policy is considered to have been procured separately for each of the insured entities, as if it was issued solely in such name. The policy shall apply retroactively as of the date at which the Work has commenced.



The policy includes an extended reporting period clause of at least 6 months, pursuant to which, in the event that the insured party does not renew the said policy, the policy shall cover damage which originated during the insurance period, with respect to which notification was sent to us during the notification period.

(4) Professional Liability Insurance

Insurance Period: \_\_\_\_\_

Professional liability insurance with a limit of liability of no less than US\$3,000,000 per event and in the aggregate for an annual insurance term, covering professional act or omission of the Contractor and/or those acting on its behalf and/or in connection with the Project or during the provision of services pursuant to the Agreement. The insurance is not subject to any restrictions in respect of stays or delays due to an insured event. In addition, the policy shall not include any restriction in respect of consequential loss or damage or pure financial loss. This policy is extended to indemnify the Company, the State of Israel and the Ministry of Defense for their liability for the actions and/or omissions of the Contractor, subject to a cross-liability clause pursuant to which the policy is considered to have been procured separately for each of such insured entities. The policy shall apply retroactively as of \_\_\_\_\_, which is no later than the date of the commencement of the Contractor's work pursuant to the Agreement. Furthermore, the policy includes an extended reporting period clause of at least 6 months, pursuant to which, in the event that the insured party does not renew such policy, the policy shall cover damage which originated during the insurance period, with respect to which notification was sent to us during the notification period.

**The Contractor's insurance policies are subject to the following:**

- A. The insurances are subject to a waiver of subrogation against the Company, as well as the State of Israel, the Government of Israel and anyone acting on behalf of the aforementioned, including their employees, directors, officers. However, the said waiver shall not inure to the benefit of any person having acted with malicious intent.
- B. The said policies are primary and non-contributory over any other insurance procured by the Company and/or the State of Israel, and the insurer hereby waives any claim or demand which it may have with respect to the participation of the Company's insurance.

C. The policies described above shall not be reduced or cancelled, without 60 days prior written notification thereof, sent to the Company via registered mail.

This confirmation is subject to the conditions of the original policies and their restrictions in so far as they have not been explicitly modified by the foregoing.

\_\_\_\_\_  
[Insurance Company Ltd.]

\_\_\_\_\_  
Date

Not for Submission

**ANNEX DD2**  
**SECURITY CONDITIONS**

1. All terms under this document shall have the meaning attributed to them in the Contract, unless otherwise expressly written herein. For the purpose of this document, this document shall be read as "**Security Conditions**".

**2. Works and information of sensitive nature and Security authorities directives**

2.1. The Contractor hereby declares and confirms that the Works include components (including documentation or digital media) that are sensitive from a security standpoint and, as a result is required to abide to the requirements and directives of any of the following Authorized Security Authorities - The Israel Police, the Company's Chief Security Officer, the Ministry of Defense, the Israeli Defense Force, the Israeli Security Agency, the Israel National Cyber Directorate, and any other Authority or authorized body as shall be instructed by the Company's Security Department Manager etc.

2.2. The Contractor shall abide, fully and without delay, to all directives of such Authorized Security Authority and, shall allow and cooperate with any inspection, if any, by such functionaries, to review the compliance with the provisions of this Security Conditions.

**3. Reporting on Unusual activity/Guarding failures/Deviations from Security Conditions**

The Contractor shall report to the Company's Security Department, on any of the following:

3.1. Unusual activity which may have direct security implications on the Company.

3.2. Any guarding failures.

3.3. Any deviation from the provisions of this Security Conditions. No deviations from this Security Conditions are allowed unless the express written approval of the Company's Security Department Manager.



#### **4. Confidentiality obligation and handling Classified information**

4.1. The Contractor undertakes that it, its personnel, labourers, sub-contractors and any other party working on its behalf shall comply with all provisions as follows:

4.1.1. Shall keep Confidential and shall prevent access, copying, distribution, publishing and cause to any of such, regarding to all and any information relates to the performance of the Works (including executing of works for the Company), unless expressly allowed in writing by the Company's Security Department Manager and to the extent allowed only. Notwithstanding the above, disclosure of information to the minimum extent as reasonably needed, is allowed for:

- a) People that have been approved in advance to be engaged in the Works according to the provisions of this Security Conditions and,
- b) For 3<sup>RD</sup> parties on behalf of the Contractor or the Company, performing works or services which are directly related to the Works under the Contract;

4.1.2. Shall keep confidential all information (including documentation and digital media) characterized as Classified or Security Sensitive, that may be in their possession concerning the Works (including the Contract and its appendices) and copies thereof, whether prepared by the Company or the Contractor or on their behalf or indirectly received by the Contractor or anyone on its behalf. The Contractor undertakes to take on its sole expense, the security measures appropriate for handling Classified or Security Sensitive information, during and at the end of each working day, as prescribed by the relevant Authorised Security Authority. Such measures shall be a locked cabinet or a safe as a minimum requirement, including applying any additional directives, if any, as may be issued by the Company's Security Department Manager;

4.1.3. Upon the completion of the Works or their termination of whatever reason, shall return to the Company (including destroying of all copies) of all classified or security sensitive documentation, digital media and drawings

etc. received or produced during and in connection with the performance of the Works.

- 4.2. The obligations in Clause 4 above shall be brought by the Contractor to the attention of its personnel and anyone on its behalf who providing any works or services relating to the Contract or the Works.
- 4.3. The Contractor shall be responsible to verify and to cause that such obligations are followed, including by having express obligations in such matters in agreements made with anyone on its behalf.
- 4.4. Nothing in the above obligations derogates from any obligation and liability of the Contractor regarding confidentiality according to the Contract.

## **5. Personnel detailed and passing Security Checks before participating in the Works**

5.1. The Contractor shall perform the Works by using only people and sub-contractors who have received in advance a security approval by the Security Department of the Company, after passing the Security Checks of the Company. The type and manner of the Security Checks shall be determined by the sole discretion of the Company and in accordance with directives of the Authorized Security Authorities. Personnel approval may be attained only by meeting all the following conditions by each member:

- 5.1.1. Submission of duly completed forms containing their personal information;
- 5.1.2. Submission of executed undertaking of confidentiality in a form and conditions acceptable to the Company

It is hereby clarified that only people who have successfully passed the security check may be approved.

5.2. In order to allow a full security check, the Contractor shall provide the Company's Chief Security Officer with a full and detailed list of all personnel, labourers and sub-contractors or who will perform the Works, including a copy of the Israeli I.D. or for foreigners – a copy of the Passport. Such people shall be required:

- 5.2.1. To complete forms as may be requested by the Company's Security Department, including the Israel National Cyber Directorate and any Authorized Authority, depending on the type of work and its security classification and,



- 5.2.2. Signing on disclaimers on medical secrecy and obtaining information from the criminal record (See the following Annex DD2 – 1 & 2 Criminal records' disclaimer and request for information to be provided by the Contractor for Israeli workers) and,
- 5.2.3. Comply with other provisions is so directed by the Authorized Security Authority.
- 5.3. All expenses attributed the above security checks or further security checks as may be necessary, including but not limited to individual security questioning, shall be on the sole expense of the Contractor.
- 5.4. Timetable and place for submission of details for Security Checks
- 5.4.1. All abovementioned information regarding the personnel, labourers and sub-contractors shall be submitted to the Company's Security Department in the Company's headquarters - **at least 14 days in advance before the intended starting date of the Works. It is recommended to precede such submission date, soon after signing on the Contract.**
- 5.4.2. In exceptional circumstances of enlarging the staff who participate in the Works or replacement of such personnel, the submission of information shall take place of - **at least 14 days in advance to their starting working date.**
- 5.4.3. In order to complete the security check forms, attendance in the Company's headquarters of each staff member may be required, as shall be decided by the Company's Security Department.
- 5.5. The Company or the Company Security Department Manager, shall have sole discretion from security reasons or requirements, to approve, withhold such approval or withdraw previously given approval for all staff members, personnel and labourers on behalf of the Contractor, without being required to explain such decision. The Contractor shall not have any claims or demands concerning the above matters and accordingly, it hereby waives any claims and demands concerning costs and expenses, if any, related to the above.

## **6. Supplying of Identity cards for workers**

At the request of the Company Security Department Manager, the Contractor shall supply, at its sole expense, identity cards (in the form and type coordinated in advance with the Company's Security Department Manager) for each of its personnel and anyone working



on its behalf in the Works. All such identity cards shall be returned by the Contractor to the Company's Security Department Manager at the earliest of either: (i) immediately upon such person ceasing to provide services to the Contractor relating to the Works or, (ii) upon demand by the Company's Security Department Manager.

## **7. Passing of security guidance before participating in the Works**

The Contractor, its personnel and anyone performing any works or providing any service relate to the Contract, shall have to pass security guidance before participating in the Works and during the Works if so instructed. Such guidance shall be at the request of the Company's Security Department Manager at any time and, if applicable, by any other officer in charge on a place where the Works has to be carried out. The Contractor shall forthwith comply with such request. The obligation in this Clause 7 does not derogate from any obligation liability of the Contractor regarding security according to the Contract.

## **8. Security plan**

8.1. The Company's Security Department Manager may request the Contractor to present him or to the Authorized Security Authorities with the Contractor's security plan of the Site and the Works (i.e. effective planning and implementation of protective methods of security) and the Contractor shall forthwith comply with such request. To remove doubts, the Contractor shall remain at all times fully responsible to the security as specified in the Contract. Presenting of the security plan shall not be deemed in any way as assuming any type of responsibility and extent on behalf of the Company and anyone on its behalf including any of the Authorized Security Authorities.

8.2. For the purpose of planning and implementing security and protective methods of security, the Contractor shall employ, as may be needed, at its sole expense, a security expert who shall have to be approved by the Company's Security Department Manager and pass the Security Checks, in advance.

## **9. Using the Site, Sleeping area and Security Oriented Facilities**

9.1. Some of the components of the Works may take place in certain territories and facilities categorized as "Security Oriented Facilities". In such locations, anyone

engaged in the Works on behalf of the Contractor shall be only in the location where the Works are being performed.

9.2. No one on behalf of the Contractor shall sleep at the location where the Works or any portion thereof, are taking place. Notwithstanding, security guards who have received the prior written approval of the Company Security Department Manager, may sleep in the place designated by the Contractor for this purpose at the work place (except during guarding hours).

9.3. The Contractor's personnel and other labourers retained to perform the Works shall sleep at a specified dwelling area approved by the relevant Authorised Security Authority.

### **10. General**

It is hereby clarified that the Contractor is solely responsible for the security, safekeeping and confidentiality according the provisions of the Contract. Nothing in this Security Conditions document shall derogate from any provisions of the Contract regarding security, safekeeping and confidentiality.

**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 DD2 - 1

מוסף 1 - הסכמה למסירת מידע מהמרשם הפלילי  
עפ"י חוק המרשם הפלילי ותקנות השבים, תשמ"א 1981

אני החתום/ה מטה \_\_\_\_\_ מס' תעודת זהות \_\_\_\_\_

מועמד/ת לעבודה / מועסק/ת, מיועד/ת לתת שירותים לחברת נתיבי הגז הטבעי לישראל בע"מ (להלן "נתג"ז") מצהיר/ה בזאת שידוע לי כי לצורך קבלתי לעבודה ו/או לצורך המשך העסקתי, עלי לעבור בדיקה על ידי מחלקת הביטחון.

הואיל וכך, הנני נותן/ת בזאת את הסכמתי מראש, על פי סעיף 12 ב (3) לחוק המרשם הפלילי ותקנות השבים תשמ"א 1981, כי משטרת ישראל תעביר לנציג המוסמך בנתג"ז כל מידע המצוי אודותיי במרשם הפלילי כמשמעותו בחוק זה, בהיקף שהוא זכאי לקבלו עפ"י חוק.

כמו כן, ולמען הסר ספק, ידוע לי כי הסכמתי, כאמור לעיל, פוטר את המשטרה ואת מקבל המידע ממשלוח הודעה אלי בדבר מסירת המידע אודותיי.

כתב זה יעמוד בתוקפו בתהליכי בדיקת התאמתי לעבודה במסגרתכם ואם אתקבל לעבודה, וכל עוד אהיה מועסק/ת בתפקיד המחייב את הבדיקה או כל עוד אתן שירותים לחברה.

חתימה

תאריך

נחתם בפני נציג מחלקת הביטחון:

חתימה

תאריך

מס' זהות

שם פרטי ומשפחה

למועמד/ת שהיננו/ה קטין/ה (כלומר, מתחת לגיל 18 ביום החתימה) חתימת הורה/אפוטרופוס נדרשת בנוסף לחתימת הקטין/ה.

חתימה

שם מלא של ההורה/אפוטרופוס

תאריך



ANNEX DD2 - 2

מוסף 2 - פרטי עובדים לבדיקת רישום פלילי

**דוגמא למילוי תקין**

כתובת מלאה	תאריך לידה	שם אב	שם פרטי מבוקש	שם משפחה מבוקש	ת"ז כולל ס"ב מבוקש
	YYYY/MM/DD	אותיות ללא תווים	אותיות ללא תווים	אותיות ללא תווים	9 ספרות מלאות
<b>דוגמה תקינה</b>	23/09/72	משה	ישראל	ישראלי	0123456789
<b>דוגמה לא תקינה</b>	23.09.1972	משה	ישראל	ישראלי	012345678-9
	23/9/72				

**הטבלה למילוי**

כתובת מלאה	תאריך לידה	שם אב	שם פרטי מבוקש	שם משפחה מבוקש	ת"ז כולל ס"ב מבוקש
	YYYY/MM/DD	אותיות ללא תווים	אותיות ללא תווים	אותיות ללא תווים	9 ספרות מלאות

### ANNEX DD3

#### Provisions in Connection with Activities and Work in Security Areas and Firing Zones

For the purpose of this annex:

- "The Company" means: Israel Natural Gas Lines Ltd.
- "The M.O.D." means: The Ministry of Defense / Israeli Defense Force
- "Firing Zone" means: firing ranges, security areas and training areas and areas in which limitations of the MOD applies
- "Arrangements" means: Deeds of Undertaking by the Company to the MOD and/or agreements with it.

#### 1. The Obligation to Vacate Firing Zones

- 1.1 The Contractor covenants, pursuant to the requests of the MOD and in accordance with the instructions of the Company, to immediately remove from the site and at its expense, any object found in the possession of the Contractor and/or any person employed by it. Said above removal is included within the framework of the consideration in the Agreement.
- 1.2 If and to the extent the Contractor is required to vacate the work areas by a third party, including by the MOD, then the period of the works will be extended pursuant to the directions that will be given by the Company in accordance with the need, and the Company will not make any claims against the Contractor for said extension of the period of the works.
- 1.3 It has been brought to the knowledge of the Contractor that the Company has a procedure to coordinate works in the Firing Zones approved by the MOD and the Contractor must act in accordance therewith and in accordance with the instructions of the Company's Chief Security officer. It is clarified that this procedure may be changed by the Company and/or the MOD in their sole discretion, and in the event of such a change, a notice thereof will be given to the Contractor, who undertakes to update itself of said change as an integral part of its obligations pursuant to the Agreement.



## **2. Exemption from Responsibility for Damage and Loss due to Activities in the Firing Zone**

2.1 Without derogating from what is stated above and under any law, the Contractor hereby exempts the Company and the MOD for any liability for damage to body and/or property and/or loss of any kind whatsoever, directly or indirectly, including economic consequential damages that is caused to any third party, including the Contractor, its employees, contractors, and other contractors of the Company and those acting on their behalf, but without derogating from the generality of what is stated above in connection with and/or during the course of the Contractor's works, as a result of an act or omission of the MOD and/or someone acting on its behalf in connection with and/or as a result of its activities in the Firing Zones, as defined above.

So as to avoid doubt, it is hereby clarified that, with regard to this subsection, the MOD, its employees and soldiers shall not be deemed to be a third party. The undertaking of the Contractor in this subsection shall not apply to war activity damages as defined in the Civil Torts Law (State Liability), 5713-1952.

2.2 Without derogating from the generality of what is stated above, the Contractor covenants that the exemption in Section 2.1 above shall apply also with regard to any damages caused to any third party, including to the Contractor and/or to its employees and/or to its contractors and/or to other contractors of the Company and/or to anyone acting on their behalf as a result of the handling or explosion of ammunition drops of any kind and/or as a result of removals.

2.3 The Contractor hereby covenants that it will not have any contention and/or demand and/or claim against the State of Israel and/or the MOD and/or the I.D.F. and/or the Company and/or anyone acting on their behalf in connection with the activities of the MOD and/or the Contractor and/or anyone acting on their behalf in the Firing Zones for any one of the following:

2.3.1 Any damage and/or loss and/or monetary loss of any kind whatsoever as a result of what is stated in Sections 2.1 and 2.2 above;

- 2.3.2 Any damage, direct and/or indirect, and/or loss and/or expense caused to the Contractor and/or anyone acting on its behalf, and/or to a third party in connection with the Contractor's works in the Firing Zone;
- 2.3.3 Any demand and/or claim that shall be filed against the MOD and/or the Company by any third party, without derogating from the generality of what is stated above, by someone acting on behalf of the Contractor;
- 2.3.4 The removal of the Contractor and/or someone acting on its behalf from the sites where the work is carried out.

### **3. Indemnification and Compensation for Activities at the Firing Zone**

The Contractor shall compensate the MOD and/or the Company for the full costs that any of them bore for any one of the following:

- 3.1 Any damage to the MOD and/or the Company for which the Contractor is liable pursuant to the provisions of the law;
- 3.2 Any costs caused to the MOD in the event that the Contractor did not carry out the removal as stated in Section 1.1 above. In such a case, the Contractor shall bear the cost of the removals that shall be performed by the MOD and/or the Company in its stead, and without imposing on any of them responsibility for said removal in lieu of the Contractor.
- 3.3 Any damage and/or cost caused to the MOD and/or the Company pursuant to a court decision and/or with the consent of the Contractor, by filing of a lawsuit, including by the Contractor and/or someone acting on its behalf, toward the MOD and/or the Company in connection with the cessation of the works of the Contractor and/or someone acting on its behalf due to security needs, and provided that the MOD or the company notified the Contractor upon the receipt of the lawsuit and/or demand that are served against them in connection with what is stated in this subsection for which the Contractor is responsible and permit the Contractor to defend against the lawsuit as stated above.
- 3.4 Indemnification for any demand and/or claim and/or contention of the Contractor, including by someone acting on its behalf (including therein its employees and contractors) for damages as stated in Section 2.1 above.

3.5 Any damage, cost, payment or loss that the MOD shall bear as a result of its activities and/or their removal to another area as a result of the performance of the Contractor's works that are not in accordance with the directions and/or instructions of the Company and/or the MOD. It is agreed that what is stated in this subsection with regard to the cessation and/or removal of the activities of the MOD shall not apply with regard to the period in which a permit was granted by the MOD to perform the works but other than if during the course thereof immediate vacation is required.

#### **4. Insurance Provisions**

The Contractor shall make the following supplements to its insurance policies concerning the works:

4.1 In Professional Liability Insurance and Liability toward Third Party – the MOD and the Company shall be included, including their employees, shareholders and the members of the Boards of Directors as additional insureds, and likewise, the insurance shall be broadened to include the liability of the foregoing for an act and/or omission of the Contractor and all who come in its stead subject to the cross liability section according to which the insurance shall be deemed as if it was written separately for each one of the insured units as if it were issued solely in its name. Liability insurance toward third parties expanded to include the MOD shall not cover the liability of the MOD for liability that shall be imposed upon it that is not in connection with and/or as a result of the Arrangements.

4.2 In Employer's Liability Insurance – The policy shall include the MOD and the Company, including their employees, shareholders and the members of the Boards of Directors as additional insureds, if there is imposed upon them liability as employers or as employers of the injured party.

4.3 In Property Insurance and in Insurance in Sections 4.1 and 4.2 above – The insured will waive the right of subrogation (including the right to sue) the MOD, the Company, including their employees, shareholders and the members of the Boards of Directors and/or anyone acting on their behalf, as well as any person or entity from which a reasonable insured would not claim compensation, as well as against any person and/or entity to which the insureds have an affinity or that the insureds





undertook in writing to indemnify or to waive the right of subrogation toward him prior to the occurrence of the insured event.

4.4 All the above insurances -

4.4.1 shall include an express provision according to which they take precedence to any insurance prepared by the MOD and/or the Company and that the insured waives any contention and/or demand and/or claim to participate in the insurances of the MOD and/or the Company and any section in a policy (if there is such) that expropriates or narrows or limits in any way the liability of the insureds, where another insurance exists, shall not be operated against the MOD and/or the Company.

4.4.2 shall include a term according to which the insurer covenants that the insurances of the Contractor shall not be narrowed or cancelled unless a written notice is given thereof by registered mail to the MOD and/or the Company at least 60 days in advance.

4.4.3 shall include a term that in any case of an event as a result of which insurance proceeds shall be paid by the insurers of the Contractor for damage to the property of the Company, the Company and/or the MOD shall first be compensated for any damage and/or loss caused to any of them, and/or that any of them may be obligated for pursuant to a court, arbitration or other decision. In the event that the matter will be required in order to ensure the rights of the Company and/or the MOD or with regard to the indemnification of any of them with regard to any damage with regard to which such insurance was issued, the Contractor covenants immediately upon the first demand of the Company and/or the MOD, to provide the insurance company with a notice to the satisfaction of the Company in order to ensure the rights of the Company pursuant to this section.

4.5 Should the Company request it, and/or in the event of a lawsuit at the request of the MOD, the Contractor shall be obligated to present, at their first request, the insurance policy specified in the " Insurance Certificates ".

4.6 The Contractor is aware that the taking out of its insurances and/or the Company's insurances or those of anyone on its behalf, in the presentation of certificates of



insurance and/or the presentation of copies of its policies and/or of the Company shall not impose any liability on the MOD and/or constitute an approval of their being appropriate to what is stated in the Arrangements in order to exempt the Company and/or the Contractor from liability pursuant to these Arrangements and/or pursuant to any law.

- 4.7 The Contractor covenants to cooperate with the MOD and the Company in any legal proceeding, claim and/or demand that is taken against the MOD and/or the Company in connection with the undertakings of the Company pursuant to the Arrangements, and provided that the MOD or the company shall notify the Contractor upon the receipt of the lawsuit and/or demand that are served against the MOD and/ or the Company and for which the Contractor is responsible and permit the Contractor to defend against the lawsuit as stated.
- 4.8 The MOD covenanted to present, in the case of damage, and pursuant to the request of the Company, data, documents, reports and the like regarding the damaging event and all, subject to the approval of the Head of Information Security Department in the IDF and the approval of the Security Officer at the MOD and pursuant to the law. Likewise, the MOD covenanted to cooperate with the Company in any legal proceedings, claim and/or demand taken against the MOD and/or the Company.

## **5. Secrecy and Information Security**

- 5.1 The Contractor covenants that it and anyone acting on its behalf have an appropriate security clearance to work in the Firing Zones and according to the Contract and that they will maintain the secrecy of all information, details, data, documents and the like that relate to the Company and/or the MOD, that they and/or anyone acting on its behalf shall obtain, directly and/or indirectly, during the course of the fulfilment of their function in connection with the performance of its obligations pursuant to this Contract, including in the Firing Zones, as well as in connection with the undertakings of the Company to the MOD in connection with activities in the Firing Zones as shall be brought to the attention of the Contractor by the Company from time to time. The provisions of this subsection shall remain in effect also after the conclusion of the performance of the works and the Contract.

- 5.2 Upon the execution of the Contract between the Company and the Contractor, the Contractor – and anyone on behalf of the Contractor employed by it and/or on its behalf in the performance of the works and/or the undertakings of the Contractor pursuant to the Contract – shall execute an Undertaking to preserve secrecy and non-use annexed to this Contract and shall and shall transmit it to the Company at the latest five working days after the execution of this Contract or after the commencement of his employment in any matter relating to the Company, whichever is later. Likewise, the Contractor covenants that should there be a need therefor, it will sign, including those employed by it as stated above in works pursuant to the Contract, an addendum to maintain confidentiality in a format required by the MOD from the Company and shall be transmitted to the Company as stated above.
- 5.3 The Contractor is responsible for bringing the contents of the obligations in Section 5 above to the attention of all its employees and/or those acting on its behalf, including the damage that may be caused to the Company and/or to the MOD and/or to the State of Israel due to a failure to comply with the undertakings as stated in this Section 5.

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:	