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<td>03/05/2020</td>
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**Agreement for High Resolution Digital Sidescan Sonar (SSS) & Multibeam Echo-Sounder (MBES) Surveys of the Offshore Line Gas Transmission System**

**INGL/TENDER/2020/04**

**Company Representative**: Mr. Itai Cohen

**Document Originator**: Adv. Y. Zamir

**Document No.**: 423258

**Rev.**: 1
AGREEMENT

This Agreement (the "Agreement") is made as of ___________, 2020 by and among: Israel Natural Gas Lines Company Ltd. (the "Company") an Israeli governmental owned company having its registered office at Migdal Atidim (building no. 8), Kiryat Atidim, Tel-Aviv 6158101, Israel, of the one part; and ___________________________ (the "Contractor") an company having its registered office at ____________________________, of the other part.

Whereas, the Government of the State of Israel has decided to construct the natural gas transmission system in Israel by means of the Company; and

Whereas, the Company conducted a Public Tender procedure for the execution of a High Resolution Digital Sidescan Sonar (SSS) & Multibeam Echo-Sounder (MBES) Surveys of the Offshore Line Gas Transmission System (INGL/TENDER/2020/04) (the "Tender" and the "Surveys"); and

Whereas, in the framework of the Tender procedure the Contractor submitted a Bid and the Company accepted the Contractor’s Bid; and

Whereas, as a result, the parties hereto wish to enter into this Agreement and all its ancillary documentation.

Now, Therefore, the parties hereby agree as follows:

General

1. The several documents forming the Agreement are to be taken as mutually explanatory. In case of ambiguities, this Agreement shall prevail over all other documents of the Contract. In case of ambiguities between the documents of the GTC, the priority of the documents shall be as provided for in the GTC.

2. Unless otherwise defined herein, all capitalized terms shall have the same meaning set forth in the Tender Documents and in the GTC.

3. Without derogating of any and all provisions of the GTC:

   3.1. It is clarified that the organization period shall be up to 90 days as of the date of the Commencing Work Order.

   3.2. The Contractor shall, at its sole expense, engage the following Key Personnel throughout the Contract Period, in accordance with the requirements set forth in the Technical Volumes and the Tender:

      3.2.1. Project Manager.

      3.2.2. Senior Data Processor

   3.3. The identity of the Key Personnel shall be as detailed in the Proposal and may not be replaced without the prior written approval of the Company.

   3.4. The Key Personnel shall be fluent in the English language.
3.5. The Project Manager shall be present on the vessel that shall conduct the Survey throughout the Survey and shall actively manage the Works.

3.6. The Contractor shall, at its sole expense, own or have other contractual right of use, the following equipment throughout the Contract Period, in accordance with the requirements set forth in the Technical Volumes:

3.6.1. A suitable vessel to execute the services;

3.6.2. An IROV vehicle, that complies with the requirements set in ANNEX BB3 or any other vehicle that comply with the requirements set in ANNEX BB3.

3.7. The Surveys shall be executed in accordance with the requirements of the Technical Specifications.

4. This Agreement is subject to the approval of the Board of Directors of the Company.

5. The foregoing preamble and the following documents attached hereto shall constitute an integral part of the Contract and the parties shall observe and abide by them.

The Contract Documents

1. **GENERAL TERMS and CONDITIONS (GTC) and its following Annexes**

   1.1. **Legal and Guarantees**
   
   AA1  Advance Payment Guarantee
   AA2  Performance Guarantee
   AA3  Release Form
   AA4  Contractor's obligations pursuant to License
   AA5  Declaration regarding Conflict of Interests
   AA6  Company's Ethical Code

   1.2. **Technical Volumes**
   
   BB1  Specifications
   BB2  Schematic Frame Schedule
   BB3  Detailed Schedule (as prepared by the Contractor and approved by the Company)
   BB4  Quality Control (as prepared by the Contractor and approved by the Company)

   1.3. **Financial**
   
   CC1  Terms of Payment
   CC2  Commercial Proposal (as submitted by the Contractor and approved by the Company)

   1.4. **Insurance & Security**
   
   DD1  Security
DD2  Provisions regarding Activities and Work in Security Areas and Firing Ranges

2. **The Tender (INGL/TENDER/2020/04)**

3. **Clarifications & Amendments (if published) in the Tender**

In Witness hereof, the parties hereto have executed this Agreement as of the day and year first above written.

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<th>Israel Natural Gas Lines Company Ltd.</th>
<th>The Contractor</th>
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<td><strong>Signed on behalf of INGL by the following:</strong></td>
<td><strong>Signed on behalf __________________ by the following:</strong></td>
</tr>
<tr>
<td>Name: Shmuel Turgeman</td>
<td>Name: __________________</td>
</tr>
<tr>
<td>Title: CEO</td>
<td>Title: __________________</td>
</tr>
<tr>
<td>Signature: __________________________</td>
<td>Signature: __________________</td>
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<tr>
<td>Name: Daniel Szobel</td>
<td>Name: __________________</td>
</tr>
<tr>
<td>Title: CFO</td>
<td>Title: __________________</td>
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<td>Signature: __________________________</td>
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