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Company Representative : Ms. Shosh Yaacoby	Area Code: **GEN**
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Document Originator : Mr. Meir Karmarski	

Document Title

Exhibit J Security for PRMS

Exhibit J

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**

   a. 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 Defence, the Israeli Defence Force, the Israeli Security Agency, the National Cyber Security Authority, and any other Authority or authorized body as shall be instructed by the Company's Chief Security Officer etc.

   b. 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 Chief Security Officer, on any of the following:

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

   b. Any guarding failures.

c. 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 Chief Security Officer.

4. Confidentiality obligation and handling Classified information

a. 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:

   i. 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 Chief Security Officer and to the extent allowed only. Notwithstanding the above, disclosure of information to the minimum extent as reasonably needed, is allowed for:

      (i) People that have been approved in advance to be engaged in the Works according to the provisions of this Security Conditions, and

      (ii) For 3RD parties on behalf of the Contractor or the Company, performing works or services which are directly related to the Works under the Contract.

   ii. 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 Chief Security Officer;

iii. 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.

b. The obligations in Clause 4 above shall be brought by the Contractor to the attention of its personnel and anyone on its behalf who provides any works or services relating to the Contract or the Works.

c. 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.

d. Nothing in the above obligations derogates from any obligation and liability of the Contractor regarding confidentiality according to the Contract.

5. <u>Personnel detailed and passing Security Checks before participating in the Works</u>

a. The Contractor shall perform the Works by using only people and sub-contractors who have received in advance a security approval by the Chief Security Officer 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:

i. Submission of duly completed forms containing their personal information;

ii. 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.

b. 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:

i. To complete forms as may be requested by the Company's Chief Security Officer depending on the type of work and its security classification and,

ii. Signing on disclaimers on medical secrecy and obtaining information from the criminal record and,

iii. Comply with other provisions is so directed by the Authorized Security Authority.

c. 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.

d. <u>Timetable and place for submission of details for Security Checks</u>

i. All abovementioned information regarding the personnel, labourers and sub-contractors shall be submitted to the Company's Chief Security Officer in the Company's headquarters - **at least 14 days in advance** before the in-

tended starting date of the Works. **It is recommended to precede such submission date, soon after signing on the Contract**.

ii. 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.

iii. 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 Chief Security Officer.

e. The Company or the Company Chief Security Officer, 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 Chief Security Officer, the Contractor shall supply, at its sole expense, identity cards (in the form and type coordinated in advance with the Company's Chief Security Officer) 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 Chief Security Officer 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 Chief Security Officer.

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 Chief Security Officer 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

a. The Company's Chief Security Officer 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 always remain 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.

b. 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 Chief Security Officer and pass the Security Checks, in advance.

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

a. 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.

b. 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 Chief Security Officer, may sleep in the place designated by the Contactor for this purpose at the workplace (except during guarding hours).

c. 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 to 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 whereof, we have signed in the name of the Contractor:

Full Name	Position	Signature	Stamp	Date