נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

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נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES	**Document Title** **Exhibit T** **Declaration regarding Confidentiality** **Non-Use of Inside Information**	
Company Representative: Shosh Yaacoby	Area Code:	
Reference	Document-No. 468949	Rev. 1
Document Originator: Gil Hagay		

נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

To:
Israel Natural Gas Lines Ltd.
(hereinafter "**INGL**" or "**INGL**")
Date: _____

Re: <u>Declaration regarding Confidentiality Non-Use of Inside Information (the "Declaration")</u>

Whereas, the undersigned, _____ (the "**Recipient**") is engaged/intends to engage in a contract and/or otherwise with INGL for the provision of _____ (the "**Services**");

Whereas, for the provision of the Services, INGL is about to disclose to the Recipient confidential information, as described in this Declaration;

Whereas, the Recipient acknowledges that any confidential information related to the Company may be considered as "**Internal Information**" as defined below.

Whereas, the Company agrees to engage/continue it engagement with the Recipient provided that the Recipient obligates to keep all such Information confidential and not misuse it as Inside Information.

And Therefore, The Recipient hereby declare, warrant and undertake to INGL, as follows :

Confidential Information

In this Declaration, "Confidential Information" shall also include the following:

Information, or any part of it, regarding INGL's business, plans, budget, trade secrets, manner of action, intellectual property, and other information regarding INGL's activities, made available to the Recipient, whether directly or indirectly, in writing or otherwise, including but not limited to: scientific, statistic, commercial and/or technical data, technological abilities, processes, documents, specifications, plans, drafts, tables, business plans, clients lists, market data and other information.

Confidentiality

1. The Company shall provide the Recipient the necessary Confidential Information, according to INGL's sole consideration, for the purpose of Services.
2. The Recipient undertakes to keep the Confidential Information in complete confidence and not to forward it to any third party, and/or use any of it, whether directly or indirectly for any other purpose but the Services and/or without the prior written consent of INGL.
3. The foregoing obligations of confidentiality shall not apply to:
   - 3.1 Information which is available to the public or which becomes available to the public not as a result of the acts or omissions of the Recipient;
   - 3.2 Information which was lawfully in the possession of the Recipient before the beginning of the Services;
   - 3.3 Information which the Recipient is obliged to disclose as a matter of law or upon the request of any authorized authority provided that it makes every reasonable effort to obtain confidential treatment by the person or entity to which the information is disclosed.
   - 3.4 The above exemptions shall not apply in case of partial information which is made public or comes to the possession of the Recipient.
4. The Recipient undertakes to forward the Confidential Information only to its employees/consultants who will be providing the Services and on a "need to know" basis. The Recipient undertakes to apply all obligations of this Declaration to Its employees/consultants receiving the Confidential Information and to take all reasonable measures to insure the Confidential Information is not revealed to any unauthorized third party.
5. The Recipient undertakes to not copy the Confidential Information, or any part of it, in any way or form, without the prior written consent of INGL. Furthermore, the Recipient undertakes to return to INGL, at the earliest of: the completion of the Services or at INGL's request, all such Confidential Information received by it.

Inside Information

6. Without derogating from the abovementioned, the Recipient acknowledges that any Confidential Information related to the Company may also be considered as "**Internal Information**" as defined in the Securities Law, 1968 (the "**Securities Law**"). The Recipient is aware of and recognizes the legal limitations applicable to the use of

Internal Information. The Recipient shall not make any use of the Confidential Information in a manner that violates the provisions the Securities Law. The Recipient shall notify the Company immediately and without delay, in any event where such confidential information was disclosed.

Compensation and Indemnification

7. The Recipient undertakes and declares that in the event of violation of any of its obligations stated in this Declaration, the Recipient shall be obligate to compensate and/or indemnify INGL for any damages and/or expenses incurred by INGL as a result of such violation, without derogating from any other remedies to which INGL is entitled.

Waiver

8. The failure of INGL to insist upon the full and strict performance of any provisions of this Declaration or to take steps to enforce its rights or to seek remedies to which it is entitled under law or this Declaration shall not be construed as a waiver for such matter or as a waiver of a subsequent breach. The consent or approval by INGL of any act by the Recipient, requiring the consent or approval of INGL, shall not be construed as waiving or rendering unnecessary the requirement for INGL's consent or approval of any subsequent similar act by the Recipient.

Law & Jurisdiction

9. This Declaration shall be governed by Israeli Law.
10. The competent courts of the State of Israel, District of Tel-Aviv, shall have exclusive jurisdiction in all matters arising out of or in connection with this Declaration.

Company's Name	Consultant Details	Signature
	By: Title: Date:	