

Agreement No. _____ (this "Agreement")

Entered and signed this _____ day of _____, 2026
(hereinafter the "**Effective Date**")

Between,

Israel Railways Ltd.
Company No. 52-004361-3
1 Yoseftal St., Lod, Israel
(hereinafter "**ISR**")

Of the First Part

and

(hereinafter "**Supplier**")

Of the Second Part

Each of ISR and Supplier shall be referred to hereinafter as a "**Party**" and collectively as the "**Parties**".

WHEREAS ISR is interested in acquiring various spare parts for ISR's Electric Locomotives (TRAXX) Fleet (the "**Fleet**"), supplied by Alstom Group (former Bombardier Transportation GmbH) (the "**Fleet Manufacturer**"), as described in the Spare Parts' list attached hereto as **Appendix A** (the "**Spare Parts**" and the "**Spare Parts List**", respectively), all in accordance with and subject to the terms and conditions of this Agreement; and

WHEREAS ISR has published Tender No. 42246 requesting proposals for the supply of various Spare Parts in accordance with the terms and conditions of this Agreement (the "**Tender**"); and

WHEREAS the proposal submitted by Supplier in the Tender was selected by ISR as the winning proposal for the Spare Parts List attached hereto as **Appendix A**; and

WHEREAS Supplier represents and warrants that it has the know-how, ability, expertise, facilities, financial and all other resources, experience, Intellectual Property Rights, and all rights and permits necessary to undertake the obligations set forth in the Tender and as described in this Agreement herein; and

WHEREAS [if applicable:] the Supplier represents that on _____, it entered into an agreement with the Israeli Ministry of Industry and Trade, represented by the Industrial Cooperation Authority ("**ICA**"), with regard to partial offset procurement which is to be carried out in connection with the design, manufacture and supply of

the Spare Parts; and

WHEREAS the Parties desire to set forth a contractual framework to determine the Parties' relationship and obligations with regards to the supply of the Spare Parts all as detailed below.

NOW THEREFORE, IT IS DECLARED, COVENANTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Preamble, Appendices and Headings

- 1.1 The preamble to this Agreement constitutes an inseparable part hereof.
- 1.2 The following Appendices, which are attached to this Agreement, constitute inseparable parts hereof:
 - a) **Appendix A** – Spare Parts List and Prices;
 - b) **Appendix B** – Supplier's Bank Account Form;
 - c) **Appendix C** – Form of Performance and Warranty Guarantee;
 - d) **Appendix D** – Cyber Security.
 - e) **Appendix E** – Safety and Security Regulations
- 1.3 The headings in this Agreement are for reference purposes only, and are not a material part hereof and shall not be used for purposes of interpretation.

2. Order of Precedence and Interpretation

- 2.1 Unless otherwise provided in this Agreement, the several documents forming this Agreement, are to be taken as mutually explanatory of one another and shall be deemed to form one agreement, and should, therefore, be read and construed together.
- 2.2 In the event of any contradiction, discrepancy, conflict, inconsistency, ambiguity and/or uncertainty between the provisions of this Agreement, the attachments hereto and/or the Tender, the following order of precedence shall apply:
 - This Agreement, including **Appendix A**;
 - The other Tender documents;
- 2.3 In case of any contradiction, discrepancy, conflict, inconsistency, ambiguity and/or uncertainty as to the interpretation of any provision contained in the documents set forth in Section 2.2 above and/or the order of precedence between the various provisions contained in these documents, which discrepancy, ambiguity, conflict, inconsistency or uncertainty is not resolved by applying the above order of precedence, those provisions that provide ISR with the maximum rights and which best serve the interest of ISR under the circumstances, as ISR shall determine at its sole and absolute discretion, shall apply.
- 2.4 Except as otherwise specifically indicated, all references to Sections refer to Sections of this Agreement, and all references to Appendices refer to Appendices of this Agreement. Appendices to be attached hereto after the Effective Date shall be deemed an integral part of this Agreement. The words "herein," "hereof," "hereinafter," and similar words and phrases, shall refer to this Agreement as a whole and not to any

particular Section. The word "days" shall mean a calendar day and the term "Business Days" shall have the meaning ascribed to it in Section 3.4. Whenever required by the context of this Agreement, the singular shall include the plural, the masculine shall include the feminine and vice versa.

3. Definitions

The following definitions shall apply to this Agreement:

- 3.1 **"Agreement"** – shall mean this framework agreement including all Appendices attached hereto;
- 3.2 **"Agreement Period"** – shall have the meaning ascribed to it in Section 4.2;
- 3.3 **"Applicable Law"** – shall mean any Israeli statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, decree, and all other requirement of any governmental entity existing as of the date hereof or at any time during the term of this Agreement and applicable to ISR and/or Supplier and/or the Spare Parts;
- 3.4 **"Business Day"** – shall mean any day of the week other than Friday and Saturday and excluding official holidays and bank holidays in Israel;
- 3.5 **"Collection Date"** – shall mean the date in which the Spare Parts were collected in practice by ISR, or by anyone on ISR's behalf, from Supplier's Factory;
- 3.6 **"DAP"** - The term of delivery of some relevant Spare Parts shall be "Delivered at Place" at ISR's Site (DAP) according to "INCOTERMS 2020" - International Rules for the Interpretation of Trade Terms (ICC Pub. No. 723);
- 3.7 **"Delivery Terms"** – as defined in Section 9.1;
- 3.8 **"Delivery Time"** – as defined in Section 9.2;
- 3.9 **"Effective Date"** – shall have the meaning ascribed to it in the Preamble to this Agreement;
- 3.10 **"EXW"** – the term of delivery for Spare Parts. Shall mean EX WORKS from Supplier's Factory, according to "INCOTERMS 2020" - International Rules for the Interpretation of Trade Terms (ICC Pub. No. 723), subject to the terms and conditions set forth in Sections 8 (Purchase Order), 9 (Terms of Delivery and Delivery Times) and 11 (Pricing and Payment) below;
- 3.11 **"ISR's Representative"** – ISR's contact person for this Agreement, or any replacement thereof as might be notified in writing to Supplier from time to time, subject to ISR's sole discretion, who its details are as follows:
Name: _____
Address: _____
Telephone number: _____
Email: _____;
- 3.12 **"Liquidated Damages"** – shall have the meaning ascribed to it in Section 15;

- 3.13 **"New Spare Part/s"** - A Spare Part which is not listed in **Appendix A** on the Effective Date.
- 3.14 **"Performance and Warranty Guarantee"**— shall have the meaning ascribed to it in Section 16.2;
- 3.15 **"POD"** – Purchase Order Date;
- 3.16 **"Purchase Order"** and/or **"Order"**— as defined in Section 8.1;
- 3.17 **"Site"** - ISR's facilities located at Lod or at Kishon, Haifa, Israel or at any other place in Israel designated by ISR;
- 3.18 **"Spare Parts Price"**— as listed in **Appendix A**;
- 3.19 **"Supplier's Representative"** - Supplier's contact person for this Agreement, or any replacement thereof as might be notified in writing to ISR from time to time, subject to ISR's approval, who its details are as follows:
Name: _____
Address: _____
Telephone number: _____
Email: _____;
- 3.20 **"Subcontractor"** – as defined in Section 21;
- 3.21 **"Warranty"** – shall have the meaning ascribed to it in Section 13;
- 3.22 **"Works"** – shall mean all works, components, materials and equipment to be executed or supplied by Supplier, directly or indirectly, in connection with the design, manufacture, supply, assembling, commissioning, packaging and/or warranty of the Spare Parts pursuant to this Agreement. Works shall include but shall not be limited to, works to be implied therefrom or incidental thereto and including all temporary works of every kind required in or for carrying out and completion of the Spare Parts, provision of all labor, provision and use of software, materials, equipment, machinery, tools, accessories and other elements of every kind and description (including Intellectual Property Rights) as might be detailed in the Tender documents and in this Agreement.

4. Agreement Period

- 4.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of four (4) years and/or the end of the Warranty Period, whichever is longer (the **"Initial Agreement Period"**).
- 4.2 The Supplier hereby grants ISR an option, to be executed upon ISR's sole discretion, to extend the term of this Agreement for up to three (3) additional periods of two (2) years each, following the termination of the Initial Agreement Period (the **"Option Period"**).

The Initial Agreement Period and all additional Option Periods (if exercised) are thereafter referred to collectively as the **"Agreement Period"**.

- 4.3 All terms and conditions of this Agreement shall continue to apply *mutatis mutandis* to the Option Period. In the event that ISR wishes to exercise its option, it shall notify Supplier in writing at least sixty (60) days prior to the end of the Initial Agreement Period or the relevant Option Period.

5. Supplier's Declarations, Representations and Warranties

Supplier hereby declares, represents and warrants to ISR as follows:

- 5.1 **Ability to Execute this Agreement.** Supplier has the know-how, ability, expertise, facilities, resources, financial resources, licenses, permits, intellectual property rights and all that is required and necessary to undertake the obligations set forth in this Agreement, including, *inter alia*, the provision of the Works and the supply of the Spare Parts in accordance with the terms set forth herein.
- 5.2 **Authority Relative to this Agreement.** Supplier has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action of Supplier, and no other corporate proceedings on the part of Supplier are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Supplier and constitutes a valid, legal and binding agreement of Supplier, enforceable against Supplier in accordance with its terms.
- 5.3 **No Conflict.** No actual or potential conflict of interest or unfair competitive advantage as to ISR exists with respect to Supplier's acting hereunder, and Supplier shall not engage in any contractual relationship that may cause such conflict of interest or unfair competitive advantage to exist. Supplier shall notify ISR of any contractual engagement or performance of services which causes or may cause such a conflict of interest or unfair competitive advantage to exist.
- Furthermore, Supplier hereby represents and warrants that it (nor anyone on his behalf) has no personal, professional or any other relationship with any member of ISR's management, nor any member of the ISR's Board.
- 5.4 **No Litigation or Impediment.** There is no (i) litigation that is currently in effect or threatened, against Supplier, which would challenge the authority of Supplier to enter into this Agreement or to carry out its obligations under this Agreement, or (ii) impediment, whether legal or stemming from a prior or simultaneous commitment made by Supplier, or any other impediment of whatever nature, which might prevent Supplier from entering into this Agreement or hinder the performance of any or all of its obligations hereunder.
- 5.5 **No Intellectual Property Rights Infringement.** In performance of its obligations under this Agreement, Supplier (nor any of its Subcontractors) does not and will not violate any third party's intellectual property rights and/or any other or conflicting right and/or trade secret of any third party whatsoever.

5.6 **Supplier Examination and Evaluation:**

- 5.6.1 Supplier has examined all documents pertaining to the Tender, and to this Agreement, and is satisfied with regard to the data, specifications, terms and conditions under which the Works shall be designed, manufactured, assembled, integrated, tested and supplied to ISR, and the execution of the Works required for the provision of the Spare Parts as well for the fulfillment of any and all obligations under this Agreement;
- 5.6.2 Supplier has evaluated (independent of, and without relying on, any information or data provided by ISR) any and all other factors that may be deemed to affect the carrying out of its obligations under this Agreement, including but without limitation technical risks and environmental influences, and any other risk involved therewith, and such other conditions that may be expected to affect the progress or completion of the Works in accordance with this Agreement, and has reasonable grounds to believe and does believe that such performance is feasible and practicable under the terms and conditions stated herein;
- 5.6.3 Supplier has examined and is fully satisfied with all of the information provided to it by ISR;
- 5.6.4 Supplier shall not be entitled to any payment or compensation other than as set forth herein and shall not make any claim for additional payment from ISR on any grounds whatsoever, including, without limitation, on the grounds of any misunderstanding or misapprehension in respect of any matter which a reasonable and expert supplier of Spare Parts knew or should have known or on the grounds of any allegation or fact that incorrect information was given to Supplier by any person (subcontractors included), firm or any legal entity which it knew or should have known to be incorrect as a reasonable and expert supplier of Spare Parts, whether the person, firm or legal entity was employed by ISR or not, or on the grounds of the failure on its part to obtain correct information with regard to this Agreement and/or to the Works.

5.7 **Compliance with Applicable Law.** Supplier is aware and has knowledge of all legal requirements prevailing in the State of Israel that must be followed for the execution of the Works. Without derogating from any provision herein, Supplier shall abide by any Applicable Law, as shall be in effect from time to time, and shall perform and execute the Works in strict compliance therewith (including but without limitation in compliance with regulations and orders relating to the employment of its employees).

5.8 **Environmental Standards.** The Spare Parts and/or the Works shall meet the applicable environmental standards in accordance with Israeli law and regulations and in the absence of an applicable Israeli law the relevant EU standard shall apply. However, in any event of discrepancy between the provisions of Israeli law and any EU standard, the provisions of the Israeli law shall prevail. For the avoidance of doubt, the aforementioned in this Section shall apply to Supplier and/or any of its Subcontractors.

5.9 **Fleet Manufacturer Approval.** The Spare Parts shall be OEM or approved by the Fleet Manufacturer. Such approval shall be granted based on specific technical information provided by the supplier (or its Subcontractor) to the Fleet Manufacturer.

- 5.10 **Quality Management System.** Supplier hereby undertakes, warrants and confirms to remain certified in accordance with ISO 9001 and/or IRIS and/or equivalent standards and shall provide ISR with evidence thereof. In any event, Supplier shall immediately notify ISR, in writing, if the said qualification is suspended and/or canceled and/or not continued as soon as practicable and in any event within no more than seven days from such event.

For the avoidance of doubt, the aforementioned in this Section shall apply to Supplier and/or to any of its Subcontractors, equally.

- 5.11 **Continuation of Production.** Supplier undertakes and warrants that throughout the Agreement Period Supplier shall continue to produce (or supply) the Spare Parts listed under Appendix A, or else the provision of Section 6.6 below shall apply.

- 5.12 **Safety and Security Regulations.** If applicable, Supplier shall comply with the Safety and Security Regulations as detailed in **Appendix E** and any amendment to such regulations, as shall be decided by ISR from time to time upon its sole discretion.

5.13 **Discrepancies and Omissions**

5.13.1 Supplier represents that wherever there is a discrepancy between the Tender documents, drawings or other documents constituting a part of this Agreement, its prices reflect the type of materials, construction, works or other relevant element, item or unit best suited to ISR and consistent with this Agreement. No inaccuracies, errors, misstatements, omissions, discrepancies, defective or incomplete descriptions, contradictions or ambiguities in or between any of the provisions of this Agreement, or any information or instructions communicated or given by ISR to Supplier from time to time, shall constitute grounds for stoppage of the Works, for relieving or releasing Supplier of any of its responsibilities, duties, obligations or liabilities pursuant to this Agreement, for cancellation or termination of this Agreement by Supplier or for withdrawal from the Works.

5.13.2 Should any works, matters or things required for the proper execution and completion of the Works be omitted from this Agreement by ISR, the ISR's Representative shall – upon notice from Supplier to that effect or on its own initiative – give necessary explanations and instructions and decide what works, matters or things are to be done by Supplier and in what manner and order. Supplier shall thereupon be bound to do such works, matters and things as instructed.

5.13.3 Supplier shall advise ISR in writing, immediately and in any case within no more than five (5) days, upon becoming aware of any suspected or actual contradiction or discrepancies between the provisions of, or any omission in, any of the various documents forming this Agreement.

- 5.14 **Review and Approval.** The Supplier confirms and agrees that it shall apply to receive ISR's written consent, wherever ISR's consent, explicitly or implied, is required according to this Agreement. This requirement and the provision of ISR consent, shall not derogate in any way from Supplier's responsibilities and liabilities under this Agreement, and ISR shall bear no responsibility or liability whatsoever in connection with the review (whether or not there are objections) and/or with any approval given

to, or denied from, Supplier, with respect to any matter and/or document, including but without limitation, drawings, designs (at all phases), plans, tests or otherwise.

- 5.15 **Independent Contractor**. Supplier is an independent contractor acting at its own risk and account and solely responsible for its own financial obligations, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or principal and agent relationship between the Parties, nor will it be construed as creating any relationship whatsoever between ISR and any employees, Subcontractors, representatives or agents of Supplier. Supplier will not have the authority nor will it represent that it has the authority to assume or create any obligation, express or implied, on behalf of ISR.

6. Supplier's Obligations

- 6.1 Supplier hereby agrees to execute any and all Works required for the supply and Warranty of the Spare Parts, as listed under **Appendix A**, required for the full operation and maintenance of the Fleet, in accordance with the Fleet Manufacturer's requirements, common railway practices and any applicable standards as well as the terms and the conditions of this Agreement, so as to enable ISR to correct any malfunction of the Fleet as promptly as possible so as to minimize the effect thereof on ISR's train traffic, in accordance with the terms and conditions detailed herein.
- 6.2 The Supplier shall supply the Spare Parts in accordance with the standards set forth by the Fleet Manufacturer and/or this Agreement. All Spare Parts shall be new, of high standard and quality, free of, and not reported by third parties to suffer from, defects in design, material or workmanship, and shall perform in accordance with all the requirements of this Agreement. All calculations, designs, integration and drawings related to the Spare Parts shall assure the reliability, efficiency and competency to Fleet Manufacturer and/or to ISR's fullest satisfaction.
- 6.3 ISR, in its sole discretion, shall decide which Spare Parts it wishes to acquire from Supplier, if any, and in which quantities.
- 6.4 Without derogating from Supplier's obligation under Sections 6.1 above, it shall be clarified that ISR shall not be bound to purchase any Spare Parts, or its substitute, from the Supplier.
- 6.5 For the sake of clarity, ISR has no obligation to maintain any stock of Spare Parts and the Supplier alone shall be responsible for the timely supply of Spare Parts in accordance with its obligations herein.
- 6.6 **Spare Part's Discontinuation of Supply**. In the event that a given Spare Part becomes unavailable for supply to ISR for any reason whatsoever, then the Supplier undertakes:
- 6.6.1 To duly notify ISR, in writing, as soon as practicable of such but in any event at least ten (10) months prior to the discontinuation of supply ("**Notice of Discontinuation**"). The Notice of Discontinuation shall include, *inter alia*, the following details: (a) the Spare Parts' identifications details (catalog number, description, drawings etc.); (b) subject to ISR's discretion, the Spare Part's Production portfolio, including drawings, technical information and any other information required for the production of such Spare Part by ISR or by any third party on its behalf; (c) the predicted discontinuation of supply date of such

Spare Part; and (d) the amount of available for purchase Spare Parts, in the same terms and conditions as set under this Agreement.

- 6.6.2 Following the receipt of the Notice of Discontinuation, ISR shall have the right (but not the obligation) to order an additional quantity of the Spare Part, subject to ISR's discretion, of the relevant Spare Part ("**Last Buy Order**"), up until the predicted discontinuation of supply date. The Last Buy Order shall be made in the terms and price of a regular Purchase Order set under this Agreement.
- 6.6.3 **Discontinuation of Production**. In case of Spare Part's discontinuation of supply due to Supplier's discontinuation of production of such Spare Part, Supplier shall proactively act to locate an equivalent replacement Spare Part, and will offer its supply to ISR subject to the following instructions:
- 6.6.3.1 **Substitute Spare Part** – The Supplier shall make every reasonable effort to locate a substitute Spare Part that will: (a) meet the technical and functional specifications of the original Spare Part; (b) be approved by the Fleet Manufacturer; (c) have the same, or similar, operational duration; and (d) be approved by ISR, in advance and in writing, subject to its sole discretion (the "**Substitute Spare Part**").
- 6.6.3.2 Supplier undertakes to locate a Substitute Spare Part within thirty (30) days following the Notice of Discontinuation.
- 6.6.3.3 All terms and conditions of this Agreement, applying to the original Spare Part, shall apply *mutatis mutandis* to the Substitute Spare Part, including Delivery Terms, Delivery Time and Prices.
- 6.6.3.4 Notwithstanding the above, the Spare Part's Price may vary in case that the discontinuation of production is due to a version upgrade by the Spare Part's manufacturer, intended to expand or improve the capabilities of the Substitute Spare Part compared to the original Spare Part.
- 6.6.3.5 **Failure to find a Substitute**. In case of failure of Supplier to find Substitute Spare Part for ISR sixty (60) days prior to the predicted discontinuation of production date, Supplier shall notify ISR of such in writing and detail the efforts invested by Supplier with this regard. In this case, ISR shall have the right to instruct the Supplier find a solution, including through alternative production, all at the supplier's expense.
- 6.6.4 **Discontinuation of Sale**. If the sale of a Spare Part has been discontinued globally, for safety reasons and/or non-compliance with standards, Supplier shall have the right (but not the obligation) to provide ISR with a Substitute Spare Part as instructed under Sections 6.6.3.1 and 6.6.3.2 above. In such case, Spare Part's Price may change, and will be determined mutually by the Parties subject to negotiations in good faith.
- 6.6.5 **Best Efforts**. Without derogating from anything stated in this Section 6.6, Supplier shall make its best efforts to: (a) receive early notices of any change in the production or sale status of Spare Parts and shall promptly transmit this information to ISR; and (b) act proactively in order to provide ISR with any drawings and technical specifications necessary for Substitute Spare Parts from the manufacturer or through a third party.

- 6.6.6 **Continuation of Obligations and Warranty.** It is hereby agreed and declared that discontinuation of supply shall not derogate from any of Supplier's responsibilities with regard to open Purchased Orders and/or Spare Parts that were already supplied under this Agreement. Any obligation and warranty to such Spare Part shall continue according to the terms of this Agreement regardless of such Spare Part discontinuation of supply, for any reason whatsoever.
- 6.6.7 Parties hereby consent and agree that the purpose of the Section 6.6 is to ensure the operational continuity of ISR's equipment throughout this Agreement Period. Without derogating from any obligation listed in this Section, in the event of Spare Part's discontinuation of production or of sale, Parties will act in good faith, with skill and reasonable diligence, to find a practical solution that meets ISR's needs and Fleet Manufacturer's requirements. Parties agree not to rely on technical or commercial difficulties as a substitute for finding such a solution. Any solution agreed upon will be enshrined in writing and signed by both Parties and will form an integral part of this Agreement.
- 6.7 **Conformity of the Spare Parts.** The provision of the Spare Parts and the execution of the Works shall be made in strict conformity with the requirements of the Fleet Manufacturer and be adapted to any relevant standard as well as to the terms and conditions of this Agreement. Any deviation from the terms and the conditions of this Agreement and/or the Fleet Manufacturer must be approved in writing in advance by ISR.
- 6.8 **Standards.** The Works and the Spare Parts shall meet the standards set forth by the Fleet Manufacturer and by ISR in this Agreement, and if no standard is expressly mentioned, Supplier shall comply with the standards which shall ensure the highest quality of workmanship, material and equipment required by the common railway practices and any applicable standards, applicable law and/or as instructed by ISR in accordance with ISR's sole discretion. All calculations, designs, integration and drawings related to the Spare Parts, or any part thereof shall assure the reliability, efficiency, competency as well as the functionality of the Spare Parts to Fleet Manufacturer's and ISR's full satisfaction.
- 6.9 **Permits.** Supplier shall, at its sole expense, obtain, maintain, comply with and keep in effect all approvals, permits and licenses required for the execution of this Agreement, the supply of the Spare Parts pursuant to this Agreement.
- 6.10 [*if applicable*:] **ICA.** The Supplier undertakes to comply with and fulfil the obligations specified in the Foreign Supplier's Industrial Cooperation Undertaking with regard to offset procurement which is to be carried out in connection with the execution of this Agreement. Without derogating from the generality of the above, the Supplier warrants that it has fulfilled the aforesaid obligations in accordance with the Mandatory Tenders Regulations (Mandatory Industrial Cooperation) 5767-2007, including submitting a plan for the execution of industrial cooperation in Israel, all in accordance with the Israeli Mandatory Tenders Regulations (Mandatory Industrial Cooperation) 5767 – 2007, and without limitation Section 8 of such regulations with respect to the period for fulfilment of the aforesaid obligations.
- 6.11 **Cooperation.** Supplier undertakes to reasonably cooperate with any other supplier and/or contractor and/or consultant engaged by ISR, and to furnish ISR with any and all

relevant information reasonably required for the interface between the Spare Parts and any other equipment and/or infrastructure of ISR.

- 6.12 **Cyber Security**. If applicable, Supplier undertakes to comply with all of ISR's Cyber requirements attached as **Appendix D**. Supplier shall ensure that ISR's information transmitted to it is appropriately preserved, *inter alia*, in accordance with ISR's Representative's and/or Cyber security personnel's instructions. Upon ISR's request, Supplier will present all methods used by it for cyber protection. Supplier undertakes to notify ISR's Representative immediately when any cyber threat or risk appears, and Supplier shall promptly act to correct or mitigate the above, in accordance with ISR's cyber personnel instructions.

6.13 **Personnel**.

- 6.13.1 Supplier shall employ trained skilled employees and consultants as shall be necessary or appropriate to enable Supplier to supply the Spare Parts and the Warranty included in the execution of the Works.

- 6.13.2 Supplier's personnel, employees and consultants and any Subcontractor's personnel, employees and consultants (the "**Supplier Personnel**" and "**Subcontractor Personnel**", and together, the "**Personnel**") shall not be deemed under any circumstances whatsoever, to be the employees of ISR, and Supplier shall indemnify and defend ISR from and against all claims made by the Personnel against ISR. The foregoing indemnity shall survive the expiration or termination of this Agreement. All matters pertaining to the employment, training, conduct, supervision, compensation, promotion and discharge of the Personnel shall be the sole and exclusive responsibility of Supplier (or of its Subcontractor) and Supplier shall comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and safety and similar matters with respect to such Personnel. Supplier acknowledges and agrees that Supplier is obligated to report as income all compensation received by Supplier pursuant to this Agreement, and Supplier agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon. Supplier agrees to indemnify and hold harmless ISR and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of Personnel, (ii) a determination by a court or agency that Supplier and/or any of the Personnel is not an independent contractor, or (iii) any breach by the Personnel of any of the covenants contained in this Agreement.

- 6.14 **Reports & Documentation**. Supplier shall submit, upon request, to ISR's Representative the following:

- 6.14.1 Certificate of test (COT);

- 6.14.2 Copies of quality assurance documents, test results and certificates of materials and systems, answers to deviation reports, intended to form or forming part of the Spare Parts;

- 6.14.3 Supplier shall submit to ISR's Representative's review existing drawings, summaries, special studies and reports as may be requested by the ISR's Representative from time to time, as well as provide access to detailed

drawings and calculations of Spare Parts;

- 6.14.4 Supplier shall provide all assembly and other drawings, technical documentation and catalogues necessary to perform proper maintenance operations;
- 6.14.5 ISR shall be entitled to require from Supplier to submit to ISR any other drawings including all dimensions in softcopy, 3D files or AutoCAD files and/or documents and/or design in connection with the Spare Parts and/or the Works reasonably required by ISR; Such documents and drawings shall be for ISR internal use only and shall be kept confidential.
- 6.14.6 For the removal of doubt, Supplier shall not be entitled to any compensation or payment from ISR and/or from any third party with respect to any documentation and/or drawings and/or reports to be provided to ISR under this Agreement;
- 6.14.7 ISR, at its sole discretion, may record or copy any information, provided by Supplier under this Agreement, regardless of form or media.

7. Supervision; Access to Places of Production; Inspections

- 7.1 **Supervision by ISR.** ISR shall be entitled (but not obligated) to monitor and supervise the performance of the Works with regards to the provision of the Spare Parts and the Warranty, by itself or through any third party in Israel and/or abroad, and Supplier undertakes to cooperate as required with respect thereto including submitting all information required by ISR and/or any third party on its behalf. Such supervision, if applicable, shall not derogate from any provision of this Agreement and/or from Supplier's liability and responsibility to perform the Works in accordance with the provisions of this Agreement and to supply the Spare Parts and/or fulfill the obligations set out in this Agreement, nor shall it impose any responsibility on ISR which is not otherwise expressly set forth in this Agreement.
- 7.2 **ISR's Access.** Without derogating from the generality of Section 7.1 above, ISR, by means of any person acting for or on its behalf, shall at all times, have free access to all places of production, including but without limitation the factories, sites, offices, workshops, and other places where the Works (including any material or component being part of the Works) are being produced, assembled or completed, either in Israel or abroad. Such right to free access shall include, without limitation, the right to inspect the Works (including any material or component being part of the Works) at any stage of design, production, assembly, testing and commissioning. In the event of a request to inspect the Works at times other than normal working hours, the Parties shall mutually agree as to the time(s) at which such inspection shall be carried out and shall be granted free access to any information required by ISR and/or any third party on its behalf. Nothing herein shall be construed as restricting or limiting in any manner ISR's access to the Supplier sites where the Works are being performed, and ISR shall at all times have free and unrestricted access to such sites.
- 7.3 **Places of Production and Tests.** Supplier hereby undertakes that the place of production (assembly and integration plant) of the Spare Parts shall be [Note: to be approved by ISR] ("Supplier's Factory"). Any change in Supplier's Factory is subject to prior written approval of ISR at its sole discretion. Supplier alone shall bear and pay any and all costs and expenses

incurred by ISR in connection with the review of a new place of production proposed by Supplier and ISR and shall be entitled to approve or to reject any such proposed place of production at its sole discretion. The standards in any new place of production proposed by Supplier shall not be inferior to the standards in the place of production previously approved by ISR. For the removal of doubt, request by Supplier to change a place of production and review by ISR as per the above shall not give grounds to any delay or extension in the timetables set forth in the Delivery Time.

- 7.4 **Assistance by Supplier.** Without derogating from the above, Supplier shall afford free of charge any assistance and access reasonably requested by ISR's inspectors and duly authorized representatives in order to enable them to carry out inspection in connection with this Agreement and provide them with any information requested.
- 7.5 **Access to Subcontractors Locations.** Without derogating from the above, in case of work for or in connection with the Works that is being carried out at a Subcontractor's premises, Supplier shall, by a term in the Subcontractor agreement, secure similar rights of access by ISR or by means of any person acting for or on its behalf as set out in this Section, and shall take all action necessary to make such rights effective.
- 7.6 **Rejection of the Works, Materials and Components.** If any of the Works, materials or components, whether completed or in process, is rejected on inspection, the same shall be marked in a manner satisfactory to the ISR's Representative, so as to ensure its subsequent identification as a rejected article. If no solution is provided by Supplier that is acceptable by ISR, Supplier shall within seven (7) days or within such other reasonable time, pull down, take out, separate and sort out any such marked Works, materials or components so rejected. Materials or components of the Works or the entire Works rejected under this Section shall not be considered as having been delivered under this Agreement and Supplier shall, without delay, replace and deliver satisfactory materials, components or Works at Supplier's sole cost and expense. No such rejection shall give grounds to any delay or extension in the Delivery Time.
- 7.7 **Inspection not to Relieve Supplier's Obligations.** Inspection, examination, rejection or approval with no objections by ISR of finished or unfinished Works or of materials or components shall neither relieve nor derogate from Supplier's obligation to execute and complete the Works in strict accordance with the requirements of this Agreement, or impose any liability or responsibility on ISR.

8. Purchase Order

- 8.1 ISR may, from time to time, in its sole discretion and pursuant to the terms and conditions herein, issue a duly signed purchase orders to the Supplier for the supply of Spare Parts, all on a non-exclusive basis ("**Purchase Order**" and/or "**Order**").
- 8.2 Each Order for Spare Parts shall be sent by email to the Supplier's Representative and shall include the following information: a) ISR's Order number; b) The quantity and description of the Spare Parts ordered;
- 8.3 Upon receipt of a Purchase Order by email, Supplier shall confirm via email receipt of the Purchase Order to ISR's Representative within three (3) Business Days.
- 8.4 ISR's Order number shall be noted on all correspondence between the parties regarding such Purchase Order.

- 8.5 The Parties' Representatives are defined in Sections 3.11 and 3.19 above. Each Party shall, in writing without undue delay, notify the other Party of any change in contact person's details.
- 8.6 The Supplier will endeavor to furnish a secured E-mail service or other equivalent means, in accordance with ISR safety requirements, which will be used by both Parties for the purpose of ordering procedure, requests, queries, reports etc.

9. Terms of Delivery and Delivery Times

- 9.1 The terms of delivery of the Spare Parts shall be EXW at Supplier's Factory, and subject to the expressed terms and conditions defined herein in this Agreement (the "**Delivery Terms**").
- 9.2 The time for delivery of the ordered Spare Parts shall not exceed five (5) months following the issuance of a Purchase Order ("**Delivery Time**").
- 9.3 It is hereby stated by Supplier and mutually understood by the Parties, that notwithstanding the Delivery Time, Supplier shall make its best efforts, in order to shorten the Delivery Time, as much as possible.
- 9.4 **Expedited Supply**. It is hereby agreed by the Parties that in cases in which ISR shall have an urgent need for expedited supply of a Spare Parts, for the mitigation of damage or from any other reason subject to ISR's needs and in a reduced time frame as set by ISR's Representative ("**Expedited Supply**"), Supplier will make its best efforts in order to advance such requested delivery. It is further agreed that as an exclusive exception to Section 11.1 hereunder, Parties may negotiate in good faith additional consideration to Supplier for successful Expedited Supply.
- 9.5 **Passage of Title**
- 9.5.1 The ownership and title to the Spare Parts shall fully pass to ISR free and clear of all security interests, liens, attachment, encumbrances and any other rights or claims of any kind of any third party, upon Collection Date. The passing of title to ISR and the vesting of ownership rights shall be without prejudice to any right that may accrue to ISR under this Agreement.
- 9.5.2 ISR shall bear no responsibility for any Works performed or materials, components or equipment used by Supplier or deposited with any Subcontractor, including such materials, equipment or Spare Parts being stored or that have been placed at any site and which are lost, stolen, damaged, destroyed or otherwise fail prior to actual delivery of the Spare Parts to ISR. Supplier shall be solely responsible to protect completely and preserve entirely the Spare Parts and any related Works, components, material and equipment until the delivery to ISR at Supplier's premises.
- 9.6 All Spare Parts delivered shall be appropriately packed in a container or other means suitable for export and shall be capable of withstanding rough handling and ocean shipment.
- 9.7 The following original documents will be supplied by Supplier to ISR with the

purchased Spare Parts:

- 9.7.1 Commercial invoices. The invoice/s shall include a clear reference to this Agreement, the amount, part number (inclusive of serial number), if any, quantity, delivery note number, Supplier's company registration number, harmonized system (HS) classification number of the Spare Part and ISR's order number for the Spare Part;
 - 9.7.2 Original Certificate of Origin and Non-Manipulation Certificate, if required;
 - 9.7.3 Packing Lists;
 - 9.7.4 Any and all other documentation necessary to release the Spare Parts from customs in an expeditious manner and to facilitate payment, e.g. the documents that will enable ISR to clear the Spare Parts through customs and which will enable ISR to make payment in foreign currency in accordance with the applicable Israeli law.
- 9.8 Original copies of all of the above-mentioned documents **must be provided** to ISR or to anyone on ISR's behalf simultaneously with the supplied Spare Parts, on the Collection Date. In addition, copies of all of the above-mentioned documents shall be sent to ISR by E-mail at least three (3) Business Days prior to Collection Date. The above-mentioned documents **must** be forwarded solely in ISR's name and shall state ISR's exact name.

10. Inspection and Acceptance of the Spare Parts

- 10.1 ISR, in its sole discretion, shall have the right (but not the obligation) to have any or all of the Spare Parts supplied to it pursuant to this Agreement inspected in order to ensure that such Spare Parts are satisfactory and in compliance with any relevant standard and with the Fleet Manufacturer's requirements.
- 10.2 ISR, in its sole discretion, may elect to have such inspections carried out by ISR's engineering inspectors or by any third party, provided however that the costs related to such inspections will be borne by ISR.
- 10.3 If an inspection reveals that any item of Spare Parts does not comply with the Fleet Manufacturer's requirements or if any of the materials or components are discovered to be defective or inferior in quality, ISR may reject the said Spare Parts and the provisions of Section 13.3 (Warranty) shall apply.
- 10.4 If ISR finds the inspected Spare Parts to be satisfactory and in compliance with any relevant standard and with Fleet Manufacturer's requirements, ISR shall accept such Spare Parts.

11. Pricing and Payment

- 11.1 The Spare Parts Prices shall be as set forth in the Spare Parts List. The Spare Parts Prices are the final inclusive prices for the design, manufacture, supply, delivery, packing and Warranty of the Spare Parts pursuant to this Agreement and include any and all expenses or costs related thereto. Other than the Spare Parts Prices listed in **Appendix A**, Supplier shall not be entitled to any other compensation whatsoever in connection with the sale and delivery of any Spare Parts pursuant to this Agreement.

- 11.2 Spare Parts Prices shall be updated based on the linkage mechanism detailed in **Appendix A**.
- 11.3 It is agreed that in the event that the cost of any Spare Part decreases, or that the Supplier lowers the prices at which it sells a given Spare Part to any third party or any other rolling stock manufacturer, then Supplier undertakes to promptly notify ISR in writing of such change and to lower the Spare Parts Price it charges ISR for such Spare Part accordingly.
- 11.4 The Spare Parts Prices might include sums which the Israeli Tax Authorities require to be withheld at source. ISR shall be entitled to deduct from the Spare Parts Price the amounts required by the Applicable Law to be withheld at source, and shall pay the above directly to the Israeli Tax Authorities, unless an appropriate exemption has been provided by Supplier, as applicable, prior to the date of such payment, and any amount so deducted shall be deemed for any and all purpose to have been paid in full by ISR under this Agreement. The Supplier shall be responsible to obtain any appropriate exemption.
- 11.5 All taxes, fees, duties, licenses, costs or other payments that are to be paid in connection with the importation, shipment and delivery and/or release from customs of the Spare Parts, are to be borne by ISR.
- 11.6 Notwithstanding any other provision herein, Israeli Value Added Tax, if applicable to the provision of any Spare Parts, shall be borne by ISR, except for Spare Parts provided pursuant to the Supplier's Warranty requirements.
- 11.7 **New Spare Part**. Without derogating from the provisions of Section 6.6, if Supplier wishes to offer ISR a New Spare Part or if ISR requests that the Supplier provide it with a New Spare Part, Parties shall negotiate the price of such New Spare Part, that will be based on similar items listed under the Spare Parts List, provided however, that in no event the agreed price shall be higher than the price Supplier charges to any other third party purchaser or rolling stock manufacturer. Upon request, ISR shall be entitled to receive Supplier's accountant's approval for such.
- 11.8 If the Supplier introduces an improved or advanced model of a Spare Part, then Supplier shall duly notify ISR as soon as practicable of such, and shall offer to ISR all such improved or advanced items and the price for same shall be agreed upon according to the mechanism and principles set forth in Section 11.7 above.

12. Terms of Payment

- 12.1 Payment by ISR to Supplier shall be on a per-Order basis and shall be made within sixty (60) calendar days from the Collection Date and the issuance of an itemized invoice, provided that Supplier has provided ISR at least thirty (30) calendar days prior to the payment with the Performance and Warranty Guarantee as set forth in Section 16 hereunder.
- 12.2 Payments under this Agreement shall be made to Supplier by means of bank transfer to Supplier's bank account as specified in the form attached hereto as **Appendix B**.

13. Warranty

- 13.1 Supplier warrants that all the Spare Parts that will be provided to ISR pursuant to this Agreement shall be in full conformance with any relevant standard and the Fleet Manufacturer's requirements and shall be free from any defects in material or workmanship and without damage or fault for a period of one (1) year from Collection Date (hereinafter the "**Initial Warranty Period**"). The foregoing notwithstanding, if Supplier uses products of others carrying a warranty that covers a period longer than the period specified above, Supplier will assign its rights to each such manufacturer's warranty to ISR.
- 13.2 The Supplier hereby grants ISR an option, to be executed upon ISR's sole discretion, to extend the term of the Warranty Period for up to three (3) additional periods of one (1) year each, following the termination of the Initial Warranty Period (the "**Optional Warranty Period**"). Execution of an Optional Warranty Period shall be subject to additional payment for such by ISR, as indicated in Appendix A to this Agreement.

The Initial Warranty Period and all additional Optional Warranty Periods (if exercised) are thereafter referred to collectively as the "**Warranty Period**" and/or the "**Warranty**".

- 13.3 As part of the Warranty, in the event that any Spare Parts supplied hereunder are in any way damaged or altered from the condition as agreed to by the Parties or do not conform to the Fleet Manufacturer's requirements, then the Supplier shall during the Warranty Period, at its sole expense and immediately upon ISR's first request: a) remove the Spare Parts from the Site, unless ISR decides, in its sole discretion, to accept the Spare Part in its damaged and/or altered state, with such acceptance being in writing; b) provide ISR with a new replacement Spare Part, in DAP delivery term, within three (3) months of provision of notice by ISR – all on Supplier's sole account. Notwithstanding the above, ISR reserves the right to cancel an Order if a Spare Part is delivered in a damaged or materially altered state from the condition as agreed to by the Parties, and to recover all costs related thereto. The aforesaid does not derogate from ISR's right to consequential damages.
- 13.4 It is understood between the Parties that it is possible that ISR may not utilize or install Spare Parts upon receipt thereof and ISR is under no obligation to do so. As a result defects or alterations or non-conformity as set forth above in Section 13.1 may not be known to ISR until such utilization. The Parties therefore agree that ISR shall report in good faith any such defect or alteration or non-conformity as soon as practicable upon discovery, and that the Supplier shall thereupon take all measures in good faith to fulfill its warranty obligations as set forth herein, as soon as practicable at Supplier's sole cost.
- 13.5 As an integral part of the Warranty during the Warranty Period, Supplier shall supply and install updates of all software and of changes (including Minor Releases and New Editions) for applications and system components to what is available on the market. Installing any New Edition or Minor Release shall be subject to ISR's prior written approval. Supplier shall notify ISR of the existence of any update or new version release and will detail the implications of the installation and hardware and software requirements associated with it, if at all. For the avoidance of doubt, it is hereby

clarified that the aforesaid shall not require ISR to order from the Supplier the updates, New Editions and Minor Releases mentioned above, and ISR shall have the sole discretion whether to install the same. Supplier will provide the full documentation and training required and acceptable for the changes and for the updated editions and versions, so that ISR is in possession of documentation compatible with the latest updates made to the relevant Spare Part at any given time.

"Minor release"— update to the latest release of the software, released by Supplier and/or third party relating to the software from time to time, with the repair as the main purpose.

"New Edition" -A Major Release, a new and updated version of the Software, released by Supplier and/or third party relating to the Software from time to time in order to improve functionality vis a vis the previous edition.

The Supplier shall keep complete records of all updates of software and of changes (including Minor Releases and New Editions) made to the software, and shall provide it to ISR upon request.

Following the termination of this Agreement and the Warranty Period, and as long as such updates are available to third parties, Supplier shall continue to provide ISR with any relevant updates to software, in order to enable the use of Spare Parts purchased in the scope of this Agreement, subject to additional payment to Supplier. It is agreed that such additional payment shall not be higher than payment made by other clients of the Supplier for the same updates. **This obligation shall survive the termination of this Agreement for any reason whatsoever.**

- 13.6 It is hereby clarified that Supplier shall not be entitled, directly or indirectly, to receive any additional reimbursement, consideration, cost, fee and/or payment for the provision of the Warranty and the Spare Parts Price is deemed as the final complete and inclusive price for the provision of the Warranty and all obligations and undertakings pertaining thereto as well as for all ancillary services and Works required for the provision of the Warranty.

14. Repurchase of Spare Parts by the Supplier

- 14.1 ISR, in its sole discretion, shall have the right to sell back to the Supplier any unused Spare Part/s purchased from the Supplier by ISR pursuant to the Agreement. The terms and conditions for such repurchase by the Supplier shall be negotiated in good faith and agreed upon between the Parties in writing at the time of such repurchase.

15. Delays and Liquidated Damages

- 15.1 In the event of any delay to delivery for whatever reason in excess of 5 Business Days the Supplier shall: a) duly notify ISR as soon as it becomes aware of the delay; b) duly provide ISR with an updated estimated delivery time to the best of its information and knowledge; and shall c) thoroughly pursue, in good faith and to the best of its ability, any and all alternative measures to ensure expedient delivery in accordance with the initial delivery time communicated to ISR in its confirmation. Such measures must be agreed to by ISR prior to execution, and the costs of all such measures shall be borne exclusively by Supplier.

- 15.2 In the event that a delay to delivery, for any reason whatsoever, is in excess of 14 Business Days, the Supplier shall provide ISR with the relevant Spare Part, in DAP delivery term, within the immediate term and by air delivery – all on Supplier's sole account.
- 15.3 Without prejudice to any other relief and/or remedy available to ISR under this Agreement or under Applicable Law, delays in the fulfillment of Supplier's obligations under this Agreement, such as delays to the delivery of the Spare Parts, in excess of 7 Business Days, shall entitle ISR, at its sole discretion, to cancel the applicable Order and/or to obtain liquidated damages in the sum equal to one-half percent (0.5%) of the value of the applicable Order for each calendar week of delay, or any part thereof until the actual delivery (the "**Liquidated Damages**"), provided however, that the maximum Liquidated Damages payable for each Order or breach of obligation shall be seven and a half percent (7.5%) of the value of such Order or relevant obligation, as its monetary value shall be determined by ISR's Representative.
- 15.4 The Parties hereby confirm that the amount of Liquidated Damages set forth herein have been determined after due consideration and that it constitutes a reasonable estimate of ISR's likely actual damages and not a penalty. Payment of the Liquidated Damages shall not be conditional on ISR having to present evidence of any losses or damages.

16. Performance and Warranty Guarantee

- 16.1 To secure the punctual, complete and entire performance of all of Supplier's obligations under this Agreement, including any Works to be performed by any Subcontractor, within 7 days of the Effective Date, Supplier shall furnish ISR with an unconditional, irrevocable and autonomous performance guarantee, issued by a first-class bank in Israel, approved in advance and in writing by ISR, in the form attached hereto as **Appendix C** (the "**Performance and Warranty Guarantee**").
- 16.2 The Performance and Warranty Guarantee shall be for an amount equal to five percent (5%) of the yearly estimated costs of this Agreement and shall be valid until sixty (60) days following the end of the Warranty Period for any Spare Parts ordered during the Agreement Period.
- 16.3 The Performance and Warranty Guarantee shall be an unconditional, irrevocable and autonomous bank guarantee, issued by a first-class bank approved in advance and in writing by ISR at its sole and absolute discretion, to be paid upon first written demand without the need to prove or substantiate the demand. The Performance and Warranty Guarantee shall be denominated in Euros only, unless agreed otherwise in advance by ISR.
- 16.4 The timely submission of the Performance and Warranty Guarantee by Supplier to ISR under this Agreement is a precondition for the payment by ISR of any consideration due to the Supplier under this Agreement.
- 16.5 The Supplier undertakes to ensure that the Performance and Warranty Guarantee remains valid through the time stipulated herein. If sixty (60) days prior to the expiration of the Performance and Warranty Guarantee the Supplier has not completed all of its obligations to be performed during the time period secured by the

Performance and Warranty Guarantee, or if such period has been extended, the Supplier shall provide, at its own expense, a substitute guarantee meeting the requirements of this Agreement, or extend the term of the Performance and Warranty Guarantee and notify ISR of such extension, failing which ISR shall be entitled, without derogating from any other remedy that may be available to it under the circumstances, to collect the Performance and Warranty Guarantee.

- 16.6 Prior to the collection of the Performance and Warranty Guarantee, ISR shall give the Supplier a seven (7) day notice in which the Supplier shall have the opportunity to rectify the breach.
- 16.7 Collection of the Performance and Warranty Guarantee or any part thereof by ISR shall not derogate from the right of ISR to terminate this Agreement, nor from its right to any remedy that may be available to it under any Applicable Law and/or pursuant to this Agreement, nor shall it relieve the Supplier of any of its liabilities and undertakings under this Agreement.

17. Insurance

- 17.1 Without derogating from any of the Supplier's responsibilities and liabilities under this Agreement and/or under the Applicable Law, the Supplier shall maintain, at its own expense through a reputable and legally licensed insurer, at all times for as long as any liability under this Agreement may exist, a worldwide Third Party Liability Insurance with a limit of liability not less than €2,500,000 per occurrence and in the aggregate, covering any liability (including Product Liability) of the Supplier for any bodily injury and/or property damage (and financial loss) derived from the execution of this Agreement (hereinafter: "**Supplier's Insurance Policy**").
- 17.2 The Supplier shall refrain from canceling the Supplier's Insurance Policy and/or from reducing its scope. The Supplier further undertakes to notify ISR of any situation of cancellation and/or reducing the scope of the Supplier's Insurance Policy, sixty (60) days before the date of occurrence of such situation.
- 17.3 The Supplier waives and shall have no claims or demands of any kind against ISR and/or anyone on its behalf, with respect to the content and/or extent and/or coverage of the Supplier's Insurance Policy.
- 17.4 The Supplier undertakes to indemnify ISR and/or the Israeli Government for any amount incurred by ISR and/or the Israeli Government as a result of a violation by the Supplier and/or any person or entity acting on its behalf of any of the conditions of the Supplier's Insurance Policy.
- 17.5 The Supplier alone is responsible for payment of premiums and deductibles stated in the Supplier's Insurance Policy.
- 17.6 The Supplier is required to notify ISR immediately of any event which is likely to give rise to a claim under the Supplier's Insurance Policy, as well as to cooperate with ISR as required in order to obtain settlement of any insurance claim under the Supplier's Insurance Policy.
- 17.7 It is clarified and agreed that insurance payments shall not derogate from the Supplier's liability under the Agreement and/or under the Applicable Law.

- 17.8 Within fourteen (14) days of ISR's first request, the Supplier undertakes to provide ISR an insurance certificate duly signed by its insurers conforming the Supplier's obligations under this Section 17.

18. Intellectual Property Rights

- 18.1 **Intellectual Property Rights Warranty.** Supplier represents and warrants that it is the owner of all rights and title (including but without limitation Intellectual Property Rights, as defined below) in and to the Spare Parts, as well as in any Works and any component thereof, and documentation provided to ISR under this Agreement and/or software, and/or that it has obtained sufficient rights and is authorized to give rights to ISR any such Spare Parts, Works or documentation and/or any part thereof and/or software, by the relevant third parties who developed and/or own and/or hold the Intellectual Property Rights thereof, and that ISR may use any part of said Spare Parts, Works and documentation and/or software in accordance with the terms and conditions of this Agreement, including the operation and maintenance of the Spare Parts and for the purpose of interface with other ISR's equipment (whether existing now or in the future).
- 18.2 **Non Infringement Warranty.** Supplier warrants that the Spare Parts, Works and/or software and documentation, and their use by ISR in accordance with this Agreement (i) do not and will not infringe any patents, copyrights, whether or not registered, trade names, registered and unregistered trademarks, service marks, trade dress, domain name registrations and other source indicators; computer software, including databases; trade secrets, commercial secrets, inventions (whether or not patentable and whether or not reduced to practice), know-how, methodologies, or other intellectual property right of any person ("**Intellectual Property Rights**"), and (ii) no claim, action or suit for the misappropriation or infringement of any Intellectual Property Right has been brought or is pending or, to the best of its knowledge, threatened against Supplier and/or its Subcontractors and/or any third party from which Supplier has obtained such Intellectual Property Rights in connection with the Spare Parts, Works or documentation provided under this Agreement.
- 18.3 **Responsibility of Supplier.** Supplier shall be solely and fully liable and responsible for the use of, and shall fully and timely pay all royalties, fees and other payments with respect to all Intellectual Property Rights, licenses and rights of whatever type, manufactured, used, implemented or employed in the design, production, completion, use or operation of the Spare Parts and Works and/or software by Supplier, its Subcontractors or ISR.
- 18.4 **Ownership of Designs, Drawings etc.**
- 18.4.1 The title in and to the designs, drawings, documentation and other technical documents that may and/or shall be submitted by Supplier to ISR according to this Agreement shall pass to ISR. The Intellectual Property rights shall be deemed to be the sole and exclusive property of the Supplier. ISR has the royalty free, non-exclusive right to use these drawing, documentation and other documents to the extent necessary for the use and maintenance of the Spare Parts according to this Agreement.

18.4.2 All right and title in and to the designs, drawings and other technical documents and information provided by ISR or on its behalf to Supplier as well as all of the documents comprising this Agreement and the contents thereof, shall be deemed to be the sole and exclusive property of ISR.

- 18.5 **Grant of License.** if applicable, Supplier hereby grants to ISR a perpetual, royalty-free license and right to install, use, have used, reproduce and have reproduced and copy (including for backup archival purposes) all software provided in connection with this Agreement, and all supporting documentation, as necessary solely to support the use of such software on any hardware for the purpose of operation of the Spare Parts.

The foregoing license and right is provided at no extra charge to ISR and is included in the Spare Parts Price, shall remain in full force and effect after the termination and/or cancellation and/or expiration of this Agreement for any reason whatsoever.

- 18.6 Rights to Use upon Enjoinment - In case any part of the Works is held to constitute an infringement of any Intellectual Property Right of any third party or its use is enjoined, Supplier shall, within a reasonable time and at its sole cost and expense, and without derogating from any other right or remedy available to ISR under such circumstances, either:

18.6.1 Secure for ISR the perpetual right to continue the use of such part of the Works by procuring for ISR a royalty-free license or such other free permission as will enable Supplier to secure the removal of any injunction or other relief that was granted; or

18.6.2 Replace such part of the Works with an adequate non-infringing part or modify it so that it becomes non-infringing, without affecting the performance and other qualities of the part in question, all to the ISR's Representative's satisfaction.

19. Termination

- 19.1 ISR may terminate this Agreement at will, without cause and at ISR's sole and absolute discretion upon the provision of six (6) months written notice to Supplier.

- 19.2 ISR, in its sole discretion, may immediately terminate this Agreement if Supplier commits a fundamental breach hereof and fails to remedy such breach within fourteen (14) days of receipt of written notice of such breach.

- 19.3 This Agreement may be immediately terminated by ISR by written notice upon the occurrence of any of the following events to or in connection with Supplier:

19.3.1 Voluntary or involuntary bankruptcy (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding;

19.3.2 Cessation of business operations;

19.3.3 Election to dissolve or wind-up business;

19.3.4 Sale of all or substantially all of its assets as would cause Supplier to be unable to fulfill its obligations under this Agreement;

19.3.5 Supplier no longer has ISO 9001 and/or IRIS and/or equivalent certification

- 19.4 Supplier hereby waives the right to termination under this Agreement and/or under law, for any reason. The sole and only remedy available to Supplier under this Agreement is compensation for breach subject to the terms of this Agreement.

19.5 **Rights and Obligations Upon Termination, Cancellation or Expiration**

Upon the termination, cancellation or expiration of this Agreement for any reason:

- 19.5.1 ISR shall not be liable to Supplier for any claim, suit, demand or cause of action that has arisen or may arise, for any indemnification, compensation or any other payment for any reason, including by way of example only, consequential or incidental damages of any kind, alleged lost profits or commissions, lost income, damage to reputation, expenditures, investments, costs of arranging alternative lines of business, unjust enrichment, commitments, built-up goodwill or on account of any reason or cause whatsoever, arising out of or in relation to the termination, cancellation or expiration of this Agreement.
- 19.5.2 ISR shall be entitled to direct, consequential and/or incidental damages in the event of a fundamental breach of this Agreement by Supplier.
- 19.5.3 Should ISR, in its sole discretion, so demand, Supplier shall complete any outstanding Orders for the provision of any Spare Parts.
- 19.5.4 Sections 13 (Warranty), 16 (Performance and Warranty Guarantee) and 17 (Insurance), as well as any other provisions of this Agreement which by their nature are required to survive termination, shall survive the expiration or termination of this Agreement

20. Risks and Liabilities

- 20.1 General. Supplier shall be solely responsible for, and shall defend, indemnify, and hold ISR, including its shareholders, officers, directors, employees and consultants harmless from and against any and all claims, liabilities, demands, suits, proceedings (whether civil or criminal, other than criminal acts of ISR), orders, judgments, penalties, settlements, fines and all associated costs, losses and expenses (including reasonable attorneys' and other professionals' fees) or any other direct damages (collectively, "**Damages**"), which ISR and/or any of the above persons and entities may incur arising out of, incidental to, or connected with any of the following (all without derogating from any other remedy that ISR and/or any of the above persons and entities may be entitled to under the circumstances, pursuant to this Agreement or under any applicable law):
- 20.1.1 the Works, including but without limitation, their design, assembly, integration, adjustment, tests and trials of the Spare Parts (and/or any part thereof), as well as the Warranty;
- 20.1.2 the use of the Spare Parts and/or any part thereof, when the Damages arise from faulty design (including errors and omissions in design) or workmanship;
- 20.1.3 any damage to property, death or injury to persons, arising out of, or in connection with, the Spare Parts or the Works;

- 20.1.4 Supplier's breach of any term or provision of this Agreement or any Applicable Law;
 - 20.1.5 any claims against ISR made by any Subcontractor arising from, or in connection with, the Works to be performed by the Subcontractor, including but without limitation any payments related to the Works or any part thereof to any Subcontractor;
 - 20.1.6 any negligent or willful act, error or omission by Supplier, its employees, agents, representatives and Subcontractors, in the performance of this Agreement (including, for the removal of doubt, the execution of the Works);
 - 20.1.7 any actual or alleged infringement of Intellectual Property Rights of whatever type arising out of, in connection with, or otherwise resulting from the use of the Works by Supplier, its Subcontractors or ISR.
- 20.2 Payment of Indemnification Amounts. Any amount for which ISR claims for indemnification hereunder shall be paid to it within the time specified in the notice requiring indemnification.
- 20.3 Defense against Proceedings. If any legal action or any other proceeding (collectively "**Proceedings**") are commenced against ISR, in respect of which Supplier may be liable to indemnify ISR under this Section, then the following provisions shall apply:
- 20.3.1 Notice of such Proceedings shall be promptly given to Supplier.
 - 20.3.2 Supplier shall, at its sole cost and expense, defend any litigation that may arise from such Proceedings and conduct all negotiations for the settlement of same, provided that any settlement of such Proceedings will be subject to ISR's prior written consent and provided further that Supplier shall not, in connection with such defense and/or settlement (i) injure ISR's reputation; (ii) purport to take any action expressly or implicitly on behalf of ISR; or (iii) purport to make any representation and/or admission regarding and/or concerning ISR or ISR's activities. ISR's written consent shall not be unreasonably withheld.
 - 20.3.3 At the request and expense of Supplier, ISR shall afford reasonable assistance to Supplier in the defense of such Proceedings.
 - 20.3.4 So long that Supplier timely takes over and properly conducts the negotiations or litigation, Supplier shall not be required to reimburse ISR the fees for services of attorneys retained by ISR (if and to the extent so retained). If ISR finds, however, that Supplier is not coordinating its defense with ISR in a proper manner or fails to defend ISR diligently or if ISR determines, at its sole and absolute discretion, that representation should be by ISR, then ISR may retain the services of attorneys on its behalf and at Supplier's expense, which attorneys will represent ISR in the said Proceedings and may settle such Proceedings, provided that Supplier gives its consent to such settlement in advance and in writing (which consent shall not be unreasonably withheld). For the removal of doubt, the settling of such Proceedings by ISR shall not relieve Supplier of the obligation to indemnify ISR as provided in this Agreement (including without limitation, for reasonable legal fees and

expenses incurred by ISR in connection with the enforcement of Supplier's indemnification obligations hereunder).

- 20.3.5 In addition to the above, if ISR is a defendant in any Proceedings, ISR may at its sole discretion participate and retain the services of attorneys on its behalf at its own expense.
- 20.4 Subject to the provisions of Section 20.1, Supplier's total monetary liability towards ISR arising out of or in connection with this Agreement (whether from provisions of the Agreement or of any Applicable Law) shall be limited to 100% of the consideration according to this Agreement. In the event that the Supplier's total liability sum as per the above has been fully recovered (whether in one or several events), ISR, at its sole discretion, shall have the right (in addition to and without derogating from its rights pursuant to the provisions of this Agreement) to terminate this Agreement subject to a thirty (30) days advance written notice to Supplier.
- 20.5 Exceptions. The provisions of Section 20.4 above shall not apply with respect to:
- 20.5.1 Any Damages to ISR incurred in connection with endemic failures, including but without limitation such damages to ISR as: replacement of components, publication of advertisements and/or manpower specifically assigned to rectification of such faults and damages;
- 20.5.2 Alleged or actual infringement of Intellectual Property Rights by the Works or any part thereof;
- 20.5.3 Death or injury;
- 20.5.4 Claim for payment by any Subcontractor; and/or
- 20.5.5 liability of the Supplier, its employees, agents, representatives and/or Subcontractors arising out of fraud, or willful misconduct or gross negligence.
- 20.6 Withholding of Payments and Collection on Guarantees. Without derogating from any other rights of ISR under any Applicable Law and/or agreement, in the event that any claim is made against ISR, or any lien or attachment is affixed against any of its properties, which claim, lien or attachment relates to or is based on circumstances and/or events which fall within the responsibilities and/or indemnification obligations of Supplier as per Section 20.1 above, then unless Supplier provides adequate security, to ISR's satisfaction, that the claim will be covered, ISR may (i) withhold all payments then due or thereafter becoming due to Supplier, until such claim is satisfied and such liens or attachments released, and (ii) settle the matter by paying any such claim or removing such lien or attachment, and recover any amounts required in order to do so by collecting upon any of the Performance and Warranty Guarantee.

21. Subcontractors

- 21.1 The Supplier might engage subcontractors for the performance of its obligations under this Agreement subject to ISR's prior written approval ("**Subcontractor**").

- 21.2 Supplier shall nominate the Subcontractors detailed in this Section and shall seek ISR's approval on the identity of such Subcontractors in writing and in advance.
- 21.3 Suppliers hereby warrants that all Subcontractors meet and shall continue to meet all conditions detailed in the Tender documents, and especially in the Pre Requisites detailed therewith.
- 21.4 Suppliers hereby warrants that it shall monitor and supervise the Subcontractors and shall be fully responsible towards ISR and/or any third party to any act and/or omission of such Subcontractors and/or any third party on their behalf.
- 21.5 Without derogating from the above, the approval, non-rejection, recommendation, instructions, directives or determinations made by ISR with regard to the employment of, and/or to the placement any Subcontractors, shall not relieve Supplier of its responsibility to ISR in connection with the execution of the Works, the supply of the Spare Parts and the fulfillment of the obligations under this Agreement or from any liability assumed by or imposed upon Supplier under this Agreement and under applicable law, nor shall it impose any liability or responsibility upon ISR in connection with the Subcontractor, including but without limitation for any acts and omissions done and/or works executed by Subcontractors, and Supplier shall be fully responsible towards ISR for the acts and omissions of the Subcontractors

22. Force Majeure

- 22.1 Neither Party shall be liable for any delay in the performance of this Agreement, if such delay is, directly caused by, or arises from, an impediment beyond the control and without fault or negligence of the Party affected, but not including the following occurrences: fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, or transportation delays of the Spare Parts ("**Force Majeure**").
- 22.2 A Party affected by an event of Force Majeure shall (a) promptly notify the other Party in writing of any such event, the expected duration thereof, and its anticipated effect on the Party affected in terms of the performance required hereunder; and (b) make reasonable efforts to promptly remedy any such event of Force Majeure. Any supply delayed due to an event of Force Majeure shall be extended for such time as the event shall continue.
- 22.3 Nevertheless, in case of Force Majeure that causes or that is expected to cause a delay in delivery in excess of 14 Business Days, ISR shall be entitled to cancel such pending Order at no cost by sending a written notice to Supplier's Representative.

23. Language

- 23.1 This Agreement and any correspondence with regards to this Agreement shall be in English. All correspondence, orders, documentation, drawings, specifications, instructions, manuals etc. made by the Parties in performance of this Agreement will be in English.

24. Applicable Law and Settlement of Disputes

- 24.1 This Agreement shall, in all respects, be governed by and construed in accordance with the laws in force from time to time in the State of Israel.
- 24.2 The Uniform Law on International Sales (1964) and the United Nations (Vienna) Convention Contracts for the International Sale of Goods of April 11, 1980 shall not be applicable to this Agreement.
- 24.3 Any dispute in connection with this Agreement including its validity or interpretation shall be exclusively referred to the competent court located in the Central District, Israel, and the competent Israeli courts shall have exclusive jurisdiction in all matters arising therefrom unless otherwise mutually and expressly agreed, in writing, by the Parties.
- 24.4 Dispute not Affecting Delivery. Supplier agrees and undertakes that no dispute shall entitle Supplier to delay or withhold (i) the continuation of the Works so as to meet the Delivery Times or any other times or schedules agreed between the parties, and/or (ii) the performance of the Warranty, subject to ISR paying to Supplier any undisputed amounts.

25. Miscellaneous

- 25.1 Nothing in this Agreement shall derogate from any of the rights, options or remedies of ISR under any law.
- 25.2 Non-Exclusive. This Agreement is non-exclusive and ISR, in its sole discretion, may acquire similar or identical Spare Parts from any third party at any time, in addition to or in place of, the Spare Parts it acquires from Supplier. Without derogating from the Supplier's obligations hereunder, ISR shall be entitled at any time to purchase the Spare Parts either directly from Supplier or from any third party. Suppliers undertake not to prevent ISR in any way whatsoever from exercising its right to purchase Spare Parts from third parties, inter alia, by restricting the potential suppliers from submitting quotations to ISR.
- 25.3 Waiver of Lien. Supplier hereby waives any possessory lien, mechanic's lien or similar possessory or retention right (in Hebrew: "זכות עיכבון") and preservation of ownership (in Hebrew: "שימור בעלות") (collectively, "**Retention Rights**") against ISR with regard to the Spare Parts, including, but not limited to, the items of the Works that are in the possession of Supplier in Supplier's workshops and/or facilities or which are in the possession of Subcontractors. Supplier represents and warrants that the consideration to be paid by ISR under this Agreement includes ample financial provisions concerning the waiver by Supplier of all retention rights with regard to the Works, and the payments to be made by Supplier to its Subcontractors contain ample financial provisions for the insertion of a clause requiring a similar waiver by said Subcontractor in connection with the Works.
- 25.4 ISR's Set-Off Right. Without derogating from any right of set-off conferred upon ISR elsewhere in this Agreement or under applicable law, subject to a 7 days prior notice to the Supplier, ISR shall have the right to set-off against any amounts that may be owed to Supplier (or to any Subcontractor, as the case may be) pursuant to this Agreement and/or to any other Agreement between ISR and Supplier, any amount,

debt or payment owed by Supplier (or by any Subcontractor) to ISR pursuant to this Agreement (including but without limitation in the form of indemnification or compensation for damages, regardless if their sum is liquidated or not).

- 25.5 **Exercise or non-exercise of rights by the Parties.** Consent by a Party to deviate from any of the provisions of this Agreement in a particular case shall not constitute a precedent, and no inference by analogy shall be drawn from it in respect of any other case. If a Party does not exercise any of the rights conferred upon it by this Agreement or any Guarantee arising hereunder in a particular instance, such fact shall not be regarded as a waiver of those rights in any other instance and shall not be considered as implying or indicating a waiver of any right under this Agreement.
- 25.6 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all prior and contemporaneous drafts (including drafts of the agreement that formed part of the Tender), proposals, negotiations, communications, documents, understandings and agreements, written or oral, with respect to the subject matter of this Agreement, unless specifically incorporated herein by reference. Any such superseded documents shall not be used in any manner for the interpretation of this Agreement and shall not constitute admissible evidence in any proceedings between the Parties. This Agreement may only be amended by a written document signed by both Parties.
- 25.7 **No Third-Party Beneficiaries.** All rights and obligations of the Parties hereunder are personal to them. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights to any third party (including, without limitation any Subcontractor).
- 25.8 **Assignment.** This Agreement, including the rights and obligations herein, may not be transferred by the Supplier to any third Party without receiving ISR's prior written consent. ISR may at any time, upon its absolute discretion, assign and/or transfer any and/or all of its rights and/or obligations under this Agreement to the State of Israel and/or any other entity controlled and/or affiliated to the State of Israel ("**State of Israel**") by providing written notice to Supplier ("**Notice of Assignment**").

Upon receipt of Notice of Assignment by the Supplier, the assignment and/or the transfer shall be binding and the Supplier may not object such assignment and/or transfer and shall fulfill any and all obligations resulting from such assignment and/or the transfer as directed by ISR and/or the State of Israel.

Without derogating from the above, the State of Israel may reassign and/or retransfer, upon its absolute discretion and at any time, all of its rights and obligations back to ISR by providing written notice to the Supplier and such reassign and/or retransfer shall be binding and the Supplier may not object such reassignment and/or the retransfer and shall fulfill all obligations resulting from such reassignment and/or the retransfer as directed by ISR and/or the State of Israel. The Supplier hereby waives any and all claims and/or demand against ISR and/or State of Israel resulting from the implementation of this Section by ISR and/or the State of Israel.

- 25.9 **Severability.** If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable,

comes closest to the original intentions of the Parties hereto and has like economic effect.

25.10 **Notices.** All notices, unless otherwise expressly provided in this Agreement, shall be in writing and shall be sent by either of the Parties to the other Party by registered mail, personal delivery to the addresses set forth at the head of this Agreement, or by e-mail to the Parties' contact persons to the email address detailed in Sections 3.11 and 3.19 above, and shall be deemed to have been given seven (7) Business Days after the date on which the notice was posted, or in the case of notice by e-mail, in the Business Day following the day of its delivery, or in the case of personal delivery, at the time of delivery.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

ISRAEL RAILWAYS LTD.

Signature:

Title:

Printed Name:

Signature:

Title:

Printed Name:

Signature:

Title:

Printed Name:

Signature:

Title:

Printed Name:

Appendix A
Spare Parts List and Prices

Appendix B
Supplier's Bank Account Form

PART A – Supplier's Bank Details

[to be completed by the Supplier's authorized signatories]:

On behalf of the Supplier, _____-[Supplier name], we the undersigned,
_____[authorized signatories on behalf of the Supplier],
hereby request that all payments to be paid to the Supplier by Israel Railways Ltd. under this
Agreement shall be made by means of bank transfer to the Supplier's bank account according to the
following details:

Bank Account No.: _____

Swift Code: _____

IBAN Code: _____

Branch Number: _____

Bank Name: _____

Bank Address: _____

Signature: _____

Name: _____

Title: _____

Date: _____

PART B - Certificate of Authorization

[to be completed by an ADVOCATE / C.P.A.]:

I, _____ [Advocate/C.P.A.] of _____, hereby certify that
_____ and _____ are fully empowered by _____
[Supplier] to sign the Bank Account Form, and hereby certify that their signatures upon the Supplier's
Bank Account Form are fully binding upon the Supplier in accordance with the Supplier's articles of
association.

Signature and stamp: _____

PART B - Certificate of Authorization

[alternative authorization: to be completed by the SUPPLIER'S BANK]:

We, the undersigned _____ [Bank] hereby declare that as of _____ [date of Supplier's signature on Part A above] the _____ [Supplier] is the registered owner of the above mentioned account and certify that Part A above has been signed by the Supplier's authorized signatories. We undertake to promptly inform Israel Railways Ltd. regarding any change in the ownership of the account or the authorized signatories.

Signature: _____

Name: _____

Title: _____

Stamp: _____

Appendix C

Form of Bank Guarantee

To: Israel Railways Ltd. ("ISR")
1 Yoseftal St. Lod, 7136801
Israel

Performance and Warranty Guarantee

Whereas ISR and _____ ("Supplier") entered into Agreement No. _____ on _____ (the "Agreement");

Now, we Bank hereby irrevocably guarantee to ISR due, punctual, true, faithful and satisfactory performance by Supplier of all of the obligations on its part contained in said Agreement, including for the removal of doubt Warranty and ancillary services (as set out in the Agreement), and undertake to be responsible and indemnify ISR for payment by Supplier of all sums of money, losses, damages, costs, charges and expenses that may become due or payable to ISR, by or from Supplier by reason or in consequence of the default of Supplier in performance, execution or perseverance of its said obligations, all in accordance with the provisions therein (the "**Guarantee**").

Nevertheless, the total amount to be collected by ISR from us under this Guarantee, shall not exceed the sum of _____ € (in words) _____ EURO.

This Guarantee is unconditional and shall not be revocable by notice or otherwise and our liability hereunder shall not be impaired or discharged by any extensions of time or variation or alterations made, given, conceded or agreed (with or without our knowledge or consent) under the said Agreement.

This Guarantee shall remain in full force and effect until and including the [day] of [month] [year] and after such date it shall expire.

For collecting any amount under this Guarantee, ISR shall not have to refer first to Supplier, nor shall it have to produce any judgment or any other judicial document, nor shall it have to prove any breach, failure or non-compliance on the part of Supplier or on the part of any person acting for Supplier or on its behalf or in its name, and a written demand to Guarantor from an authorized representative of ISR shall be sufficient for all purposes of this Guarantee, and specifically shall be sufficient to collect any sum(s) under this Guarantee from the Guarantor immediately upon the demand of ISR.

This Guarantee, and our obligations hereunder, shall be governed by and construed solely in accordance with the substantive laws of the State of Israel (irrespective of its choice of law principles) and the competent courts in Tel Aviv, Israel, shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with, this Guarantee.

Date

Signature

Appendix D
Cyber Security

Appendix E
Safety and Security Regulations