

Appendix XII - Declaration and Obligation of No Conflict of Interest

[To be signed by the Consultant and each of the other Team Members, each separately]

To:

NTA - Urban Transportation Routes for Mass Transit Ltd.

26 HaRokmim St., Building A, 9th Floor, Azrieli Center

Holon 5885849

(hereinafter: "NTA" or the "Company")

Dear Sir/Madam,

Re: Declaration and Irrevocable Undertaking Regarding the Absence of Conflict of Interest

I, the undersigned, _____, holder of ID No. _____, an employee/external expert of _____ (hereinafter: the "**Consultant**"), providing consulting services to NTA (also: the "**Company**") pursuant to an agreement executed between them (hereinafter: the "**Agreement**"), hereby declare as follows:

1. In this undertaking:

"Means of Control" – as defined in the Banking (Licensing) Law, 1981.

"Conflict of Interest" – being in, or the existence of a real and substantiated concern, in the Company's opinion, that I may be in, any of the following situations:

- a) A conflict between the duty imposed on me to perform my role under the Agreement without any improper considerations or bias, and any other interest of mine.
- b) "**Personal Conflict of Interest**", i.e., where a matter for which I am responsible under the Agreement may conflict with other interests of mine.
- c) "**Institutional Conflict of Interest**", i.e., where a matter for which I am responsible under the Agreement may conflict with other interest, public or private, which I hold in the framework of a public body or any other body.
- d) "**Conflicting Interest**", i.e., any other interests that may affect my performance and is not within the scope of my duties under the Agreement.

"Employee" - any of my employees or any parties engaged by me for the purpose of providing the service to NTA, even if no employee-employer relationship exists between them and me, the Consultant.

“Other Interest” - any personal, professional or family matter that is not part of my obligations under the Agreement - including the interests of a Relative or of an entity in which I or my Relative is a member, manager or responsible employee, or an entity in which I have proprietary or contractual rights - including the right to receive profits - as well as the interests of my client, my partner, or a Relative of mine.

“Relative” - spouse, sibling, parent, descendant, and the parent or spouse of any of the foregoing.

2. I hereby declare and undertake that I shall perform the services in a manner consistent with the Company’s interests. Without derogating from the foregoing, there is and there shall be no Conflict of Interest of any kind whatsoever for me during the period in which services are provided to the Company, and I shall not be in a state of Conflict of Interest nor in a state giving rise to a concern for Conflict of Interest.
3. I undertake to refrain from any act which constitutes, or may constitute, directly or indirectly, a concern for Conflict of Interest, including refraining from providing services to anybody or person that would place me in a Conflict of Interest or create a concern for a Conflict of Interest vis-a-vis the Company. I undertake to immediately notify the Company’s representative of any information or circumstance due to which I may be in a Conflict of Interest, as soon as it becomes known to me, at any stage of the engagement with the Company.
4. I undertake to notify the Company in writing and immediately of any personal or business matter between my activities, my office’s activities, or the activities of any party with whom I am connected (directly or indirectly), including any person or entity providing services to the Company on my behalf, and any of the following:
 - a) Companies (including parent companies, sister companies and subsidiaries) which may participate in any of the Company’s tenders or enter into any contract with the Company in any manner;
 - b) Companies (including parent companies, sister companies and subsidiaries) whose business activities are in the infrastructure, transportation, or operations sectors;
 - c) Any person holding (directly or indirectly) Means of Control in the companies listed in subsections (a)-(b) above;
 - d) Any person in whom the foregoing companies hold Means of Control, directly or indirectly;

- e) Office holders of any of the entities listed in subsections (a) through (d) above;
 - f) Entities, subcontractors and consultants connected to the companies and parties listed in subsections (a) through (e) above, including office holders therein;
 - g) Any other entity with which my personal or business relationship may place me in a Conflict of Interest in connection with the provision of the consulting services.
5. Without derogating from the generality of the foregoing, if I have a personal or business relationship with any of the entities listed in Section 4 above, or any other relationship that may place me in a Conflict of Interest vis-a-vis the Company, I shall immediately notify NTA, specifying the details of such consultation, the relevant dates, the frequency of such consultations, and the consideration received therefor, or any other relevant information requested by NTA.
- It is known to me that the reporting obligation imposed on me as set forth in this Section constitutes a fundamental and material undertaking in connection with the provision of the services, and that any breach thereof shall be deemed, in and of itself (even if it is ultimately determined that no Conflict of Interest existed), a material breach of the Agreement by me, with all consequences thereof.
6. I understand that NTA or the competent forum in the Company for this matter shall decide with respect to the existence or absence of a Conflict of Interest or a concern for a Conflict of Interest, and I undertake to accept its decision in this regard, including any decision to terminate the Company's engagement with me or to terminate my relationships (including business relationships) with any of the aforesaid entities.
7. Without derogating from the generality of the foregoing, I undertake not to be in a Conflict of Interest throughout the entire term of the engagement with the Company (including any extensions) and throughout the entire period during which my services are provided to the Company, including refraining from representing various bodies or parties in matters that relate, directly or indirectly, to the legal services in which I will be assisting the Company and which may place me in a Conflict of Interest in connection with the provision of such services.
8. The above undertakings are given of my own free will and are irrevocable.

*The list of office holders of NTA appear under the “**About**” tab on the Company’s website.

The list of NTA’s suppliers appear under the “Tenders**” tab on the Company’s website.

Date

Name and Signature