

Engagement Agreement

The English version of this Agreement is provided solely for convenience. In the event of any conflict or inconsistency between the Hebrew version and the English version, the Hebrew version shall govern and control in all respects.

Agreement No. _____

**For the Provision of Management and
Consulting Services in the Field of
Operations**

Between

**NTA - Metropolitan Mass Transit System
Ltd.**

And

(Name of the Consulting Company/Firm)

Company No./O.S.C. _____

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Agreement No. _____

Agreed and Stipulated in Holon on the _____ day of _____ 2025

Between NTA - Metropolitan Mass Transit System Ltd.

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

Holon 5885849

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

On the first part;

And

Company No./O.S.C. _____

Whose address is _____

(hereinafter: "the Consulting Company" or "the Consultant")

on the second part;

Whereas NTA is a government company serving as the state's executive arm for promoting and developing a mass transit system in the Tel Aviv metropolitan area and its vicinity, and for this purpose promotes various projects (such as, but not limited to, the Red Line Project, the Purple Line Project, the Green Line Project, the Metro Project, and so forth);

And whereas NTA wishes to engage a consulting company that will provide it with management and consulting Services in the field of operations, as detailed in Appendix A to this Agreement and in this Agreement below;

And whereas NTA published Tender No. 066/2025 for the provision of the Services as stated, all as detailed in the Tender Documents, which are attached as Appendix L to this Agreement and form an integral part thereof (hereinafter: the "**Tender**");

And whereas NTA's Tender Committee approved the Consulting Company's proposal, based on its declarations and undertakings as submitted within the framework of the Tender and according to all its terms, as the winning proposal. The Consulting Company's proposal is attached as part of Appendix 13 to this Agreement and forms an integral part thereof;

And whereas the Consulting Company declared that it wishes to provide NTA with the Services and that it has the ability, knowledge, experience, skills, and appropriate personnel to provide the Services at a high professional level and in accordance with the provisions of this Agreement;

And whereas NTA's consent to enter into this Agreement is given based on the agreed assumption that the relationship between the Parties is solely that of an independent contractor and a client,

not an employer-employee relationship, and that NTA shall bear no liability as an employer towards the Consulting Company and/or the International Company and/or towards any of their personnel and/or anyone on their behalf in any aspect whatsoever;

Therefore, it is declared, stipulated, and agreed between the Parties as follows:

1. Introduction and Interpretation

- 1.1 The introduction to this Agreement and its appendices form an integral part thereof.
- 1.2 Section headings are for convenience only and shall not be used for the purpose of interpreting this Agreement.
- 1.3 The provisions of this Agreement are in addition to the provisions of the Tender. Nothing in the provisions of this Agreement shall derogate from the provisions of the Tender or from any remedy to which NTA is entitled under the Tender, and nothing stated in this Agreement shall be considered a relief or waiver of any provision of the Tender.
- 1.4 Any reference to the masculine gender shall also include the feminine gender, and vice versa; any reference to the singular shall also include the plural, and vice versa.
- 1.5 In any case of contradiction and/or discrepancy and/or ambiguity in this Agreement (in this section: "**Discrepancy**"), including, but not limited to, a Discrepancy between different provisions of the Contract and/or between the provisions of this Agreement and a provision appearing in its appendices and/or a Discrepancy between different provisions of the same appendix, the Consulting Company shall be bound by the stricter of them, as determined by NTA. Without derogating from the provisions of this section, in any case where the Consulting Company discovers a Discrepancy as detailed above and/or has doubt regarding the correct interpretation of any of the provisions of the Agreement and/or in case it discovers a Discrepancy between the provisions of the Contract and the provisions of any Law, the Consulting Company shall bear the sole responsibility to, immediately and in writing, contact NTA to receive written instructions regarding the interpretation that should be followed. It is hereby clarified that until such instructions are received, the Consulting Company shall not delay the performance of any part of the Services, unless it receives a written instruction from NTA to do so.
- 1.6 Declarations and/or undertakings given by the Consulting Company to the Company within the framework of the Tender shall be considered part of the Contract. However, in any case of contradiction between them and a provision of this Agreement, the provision that is stricter for the Consulting Company and/or expands the Company's rights shall prevail, solely as determined by the Company, in writing.

- 1.7 All terms in each of the appendices to the Agreement shall have the same meaning as in the Agreement, unless expressly stated otherwise. If any term does not appear in this Agreement, it shall be interpreted according to its customary meaning in the field of operation in Israel.

2. Undertakings and Declarations of the Consulting Company

The Consulting Company hereby undertakes and declares as follows:

- 2.1 That all the Information it provided to the Company during the Tender and/or prior to the signing of this Agreement, including the Information detailed in its proposal for the Tender, is complete and correct as required for the performance of all of the Consulting Company's undertakings, and that the provision of such Information and/or its non-provision shall not derogate from its responsibility under this Agreement.
- 2.2 That there is no legal, contractual, or other impediment, including according to the Consulting Company's articles of association, to its engagement in this Agreement and the provision of the Services by it.
- 2.3 That it possesses, as of the date of signing this Agreement, and shall possess throughout the entire Engagement Period, all the Licenses, Authorizations, Permits, and Provisions of any Law, approvals and/or authorizations required for the performance of all its undertakings under this Agreement.
- 2.4 That it shall act honestly and faithfully towards NTA, its employees, and those associated with it, and shall not commit any act or action that could harm NTA, its good name, its business, or its projects.
- 2.5 That the Consulting Company, the Team Members, and anyone employed by it for the purpose of performing the Services possess the knowledge, expertise, experience, professional skill, qualifications, resources, authorities, and means required for the performance of all of the Consulting Company's undertakings under the Contract.
- 2.6 That it is aware and has consented that the Company shall be entitled to require that each of the Team Members undergo field security, reliability, and similar tests, in accordance with the Company's procedures and/or at the request of the Company's security officer (including and without derogating from a computerized test by a specialized company and/or additional interrogations), all at the Consulting Company's expense (including the cost of external tests, the cost of the time required from the candidate for this purpose, travel expenses, and any other ancillary Expense); the Consulting Company shall have no claim due to the inability to receive the Services from the Consulting Company and/or anyone on its behalf due to failure in such tests and/or a claim due to losses and/or expenses incurred by it, if any, in

connection with the performance of the tests and/or as a result of non-approval of any of the Team Members.

- 2.7 That it undertakes to implement all safety measures required under any applicable Law in order to prevent injury and/or damage to its employees, the Company's employees, anyone acting on their behalf, and any third party and/or their property; that it further undertakes to ensure safety conditions and conditions for maintaining the health and welfare of the employees, and to comply with all provisions regarding occupational safety under any Law and/or legal requirement, as may be required by labor inspectors within the meaning of the Labor Inspection Organization Law, 5714-1954; and that the Consulting Company shall ensure that its employees use, at all times when required, protective equipment appropriate for the nature of the work they are performing, in accordance with the provisions of any Law.
- 2.8 That it shall perform and provide the Services to the extent, level, and quality required as described in this Agreement, including its appendices, and in accordance with NTA's requirements and satisfaction, demonstrating the necessary expertise and professionalism and adhering to high professional standards. The Consulting Company undertakes to do everything necessary for the performance of the Services, to dedicate its energy, experience, and work capacity for this purpose, to make its best efforts, and to apply its full skills to promote the matters under its care.
- 2.9 That without prejudice to the generality of the foregoing, it undertakes to do everything required and reasonable that an Expert would do for the performance of the Services under this Agreement. For the avoidance of doubt, it is clarified that such actions shall be considered part of the Services, for all intents and purposes, and shall be performed by the Consulting Company and/or anyone on its behalf without any additional Consideration to that stipulated in this Agreement.
- 2.10 For work requiring registration, a license, or a permit by any Law, it shall act as required and employ only those who meet such requirements, as applicable. If required to perform work and/or Services at night, on Fridays, Saturdays, Israeli holidays, official Rest Days and holidays, or in emergency situations, the Consulting Company shall ensure obtaining prior approvals and permits from the competent authorities, such as the Ministry of Economy and Industry.
- 2.11 That the Services and any Document or action performed by it within their framework shall be in accordance with the relevant laws and regulations applicable in Israel and in accordance with any Law. "**Law**" in this Agreement means provisions of a law, regulation, by-law, ordinance, order, legal ruling, official and/or recommended standard, publication, directive, instruction and/or requirement established by any competent authority (including ethical rules and ethical regulations applicable to the Consulting Company as a professional/Expert), whether mentioned in this Agreement

and its appendices or not, all as existing as of the date of signing this Agreement and as updated from time to time during the Engagement Period, and whose applicability and/or implementation are relevant to the nature, quality, and characteristics of the Services, including the entirety of the relevant laws regarding the employment of employees and/or experts on behalf of the Consulting Company and/or Subcontractors on its behalf.

- 2.12 That it shall cooperate and act with maximum coordination, and maintain proper working relationships, with contractors, project managers, consultants, and other experts employed by NTA, whenever it is required to provide the Services.
- 2.13 To prepare any Document and/or opinion and/or any database and any other work product in accordance with NTA's Computing Guidelines, document management, and Information Security, attached as **Appendix C** and **Appendix C1** to this Agreement, and in accordance with the Quality Assurance Guidelines, as provided by NTA and detailed in **Appendix D** to this Agreement, unless NTA or anyone on its behalf provides other written instructions. Without derogating from the foregoing, any Document submitted to NTA shall be submitted in hard copy and also in digital media, at NTA's request.
- 2.14 That it will ensure the creation of copies and proper backup for every document, opinion, database, and any other work product prepared by it within the framework of providing the Services, in a manner that allows for their quick and reliable restoration if necessary.
- 2.15 That it will act in accordance with NTA's procedures, as updated from time to time, and in accordance with the principles of the Code of Ethics for NTA Suppliers, as updated from time to time. The Consulting Company undertakes that its employees, Subcontractors, and any other person and/or entity acting on its behalf or for it, will act in accordance with the above. The Consulting Company undertakes to perform all reasonable actions required to comply with the above. The Consulting Company undertakes to sign the Confirmation of Understanding the Code of Ethics for NTA Suppliers, in the form attached as **Appendix E** to This Agreement.
- 2.16 That it will not use any document bearing the NTA Logo without NTA's prior written approval and will bring this instruction to the attention of its employees and anyone acting on its behalf. "**Logo**" in this section means – a symbol, sign, or any other identifier of NTA.
- 2.17 Section 2 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a fundamental breach of this Agreement.

3. The Services

- 3.1 The Consulting Company shall provide NTA with management and consulting Services in the field of operations, as detailed in the Scope of Work Appendix attached as **Appendix A** to this Agreement (hereinafter: "**Scope of Work Appendix**"; and collectively: "**Services**"). It is clarified that the list of Services detailed in the Scope of Work Appendix is not exhaustive, and the Services required from the Consulting Company will include any additional action determined by NTA, at its sole discretion, as part of the Consulting Company's activity in NTA's various Projects.
- 3.2 The Consulting Company is aware that Services have dynamic characteristics requiring ad-hoc solutions and preparations due to changing circumstances, alongside operational flexibility, adaptable and conforming preparation, and immediate response to the Company's needs in connection with Services. Therefore, the Consulting Company is aware that Services in general, and the Services included in the Optional Scope in particular, will be provided to NTA according to NTA's sole discretion and its needs, and according to budget considerations and the progress of NTA's various projects.
- 3.3 In light of the above, NTA reserves the right, at any time during the Engagement Period, to implement the Optional Scope (in whole or in part), and/or to expand, reduce, or change the Scope of Work related to the Team Members (all or some of them), and/or the scope of Team Members' positions (all or some of them), and/or the Team Members' roster (including shifting/reassigning Team Members between Projects), and/or the Scope of Work, and/or the Projects subject to this Agreement, and/or the type and characteristics of Services, and/or the manner of providing Services, and/or the dates of their implementation/completion, at its sole discretion and according to its needs, without the Consulting Company being entitled to any Compensation, Indemnification, or additional Consideration beyond the Consideration stipulated in this Agreement. For the avoidance of doubt, it is clarified that the Consulting Company will not be entitled to Consideration for Scope of Work and/or Team Members that have been removed, and it will be entitled to payment of the remaining Consideration due to it for Services actually performed by it until the date of removal, as determined by NTA at its sole discretion.
- 3.4 It is clarified and emphasized that the foregoing does not obligate NTA to order Services from the Consulting Company to any minimum extent, and that NTA may order the Services, in whole or in part, from a Third Party, according to its needs and at its sole discretion. This Agreement does not constitute an undertaking or representation by NTA regarding the dates of providing the Services, their frequency, their financial scope, or any other matter related thereto, and everything will be done according to NTA's needs and at its sole and absolute discretion. NTA reserves the right to perform the Services, or part thereof, itself, and/or through other Consultants

or entities, whether they are currently working with it or whomever will work with it in the future.

- 3.5 The Consulting Company shall be precluded and estopped from raising any claim, demand, and lawsuit whose cause is the exercise of any of the Company's Rights under this section above and/or any claim, demand, and lawsuit originating from the non-exercise of the Company's Right as stated, including a claim, demand, and lawsuit regarding the Consulting Company's reliance on the provision of Services throughout the Engagement Period, to a certain extent and/or manner and/or frequency and/or regarding investments made by the Consulting Company in connection with Services and/or in connection with their feasibility.
- 3.6 The Consulting Company undertakes to prepare as necessary and adapt itself to the Company's instructions and guidelines regarding the implementation of Changes in the Scope of Work, within the period allotted by the Company for this purpose, and will also provide the Services in full through the Team Members (including any adjustment that may occur in the scope or composition of the team at the Company's request), throughout the Engagement Period, as updated and/or changed as stated according to the Company's instructions within the framework of implementing the Changes as stated.
- 3.7 As an integral part of providing the Services, the Consulting Company will be required to use computer systems to fulfill its obligations under this Agreement. The Consulting Company will bear sole responsibility for supplying these systems, including all components and licensing required for this purpose, at its own expense and without any additional consideration beyond that stated in this Agreement.
- 3.8 The Consulting Company will make every effort to prepare for the provision of the Services from the moment it receives the notice of winning the Tender and to submit for NTA's approval the Team Members detailed in Section 2.5 of **Appendix B** attached to this Agreement (the Team Members).
- 3.9 For the avoidance of doubt, it is clarified that the responsibility to recognize and understand all means, methods, processes, and procedures relevant to the performance of the Services and/or to obtain any information required for the performance of the Services rests fully and exclusively with the Consulting Company and the Team Members. The Consulting Company and the Team Members shall under no circumstances have any claim, demand, or request, of any kind or type whatsoever, concerning damage, loss, defect, flaw, malfunction, discrepancy, failure, cost, payment, or expense, of any kind or type whatsoever, direct or indirect, incurred by them due to lack of information, knowledge, recognition, equipment, tools, and/or means in connection with the Services and/or any other information and/or means required for the full performance of their obligations under this Agreement. The

Consulting Company hereby fully and irrevocably waives, and shall be prevented and estopped from raising any claim, demand, or request, of any kind or type whatsoever, in connection therewith. Nothing in this section shall constitute a contract for the benefit of a Third Party.

- 3.10 This Section 3 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a Fundamental Breach of this Agreement.

4. Team members

- 4.1 The Consulting Company shall provide the Services through the Management Services Team Members and the Expert Team Members, as defined in **Appendix B** to the Agreement, as well as through Additional Team Members on its behalf and on behalf of the International Company, as required, throughout the entire Engagement Period (collectively in this Agreement: "**Team Members**"). For the avoidance of doubt, it is clarified that the definition of "Team Members" in this Agreement also includes the International Company and all Experts/Office Holders on its behalf, unless explicitly stated otherwise in this Agreement.
- 4.2 It is clarified and emphasized that the composition of the Team Members, their scope, areas of expertise, and the scope of employment of each of the Team Members shall be determined and updated from time to time by NTA, at its sole discretion, according to the progress of the Projects, their stages, and NTA's needs. The Consulting Company undertakes to provide the required team in accordance with these instructions, within the timeframes stipulated in this Agreement.
- 4.3 Any change in the composition of the team, its scope, or its allocation between the Projects, shall be made in accordance with the provisions of this Agreement and subject to NTA's prior written approval. Only Team Members requested by NTA and approved by it in advance and in writing shall entitle the Consulting Company to the Consideration.
- 4.4 The Team Members shall be experienced, responsible, and professional in the number and scope of time required to perform the Services at a high professional level and within the determined schedule. The Team Members shall be employees whose area of expertise matches the nature of the Services included in this Agreement and in accordance with the qualification requirements detailed in Appendix B to the Agreement for each Team Member, and shall also be capable of providing the Services (including writing Documents), in Professional English, as required.
- 4.5 All Management Services Team Members, except for the Professional Consulting Team Leader, shall be required to serve as salaried Employees and/or freelancers of the Consulting Company and/or partners/shareholders in the Consulting Company, unless otherwise approved by the Company in advance and in writing. All Expert

Team Members, including the Professional Consulting Team Leader, shall be required to serve as salaried Employees and/or freelancers of the International Company and/or partners/shareholders in the International Company, unless otherwise approved by the Company in advance and in writing.

- 4.6 Every role and/or Service provided by the Consulting Company shall be filled and/or provided by a separate Team Member, except in exceptional cases and for short periods approved in advance and in writing by the Company.
- 4.7 Notwithstanding the above, it is clarified that if any of the Management Services Team Members meets the requirements specified for the Expert Team Members and/or possesses special expertise in areas related to the provision of the Services, the Services provided by them shall be included in the Monthly Retainer (as defined below), and no separate or additional payment shall be made for their Services in the area of expertise.
- 4.8 It is further clarified that an Expert shall be entitled to provide Services for more than one field or role, provided that they have the relevant experience required for each of the fields or roles, subject to NTA's prior written approval and its sole discretion. For the avoidance of doubt, it is clarified that the payment for the Expert's Services shall be based on the actual Working Hours provided by them, in accordance with the provisions of this Agreement, and regardless of the number of fields or roles they fulfill.
- 4.9 Throughout the entire period of Service provision, the Management Services Team Members shall not undertake obligations towards Third Parties that could impair or prejudice their ability to provide the full Services efficiently, with the required quality and availability, unless the Consulting Company has approached NTA in writing and in advance and received its written approval. For the avoidance of doubt, it is clarified that such approval shall not derogate from the Consulting Company's obligations and the provision of the Services in full and on time.
- 4.10 Throughout the entire Engagement Period, the Consulting Company shall be responsible for ensuring that the Team Members themselves provide the Services to NTA, appear upon request, in person, at NTA Offices and/or any other location instructed by the NTA Representative, and shall also be available themselves to the NTA Representative during all customary working days and hours at NTA for the full and timely provision of the Services. In special cases where required due to the nature of the Services, they shall also be available during hours beyond the customary working days and hours at NTA, without additional consideration beyond the Consideration stipulated in this Agreement. "**NTA Offices**" in this Agreement means the Company's offices in the city of Holon and/or NTA facilities and/or any other location instructed by NTA during the Engagement Period.

- 4.11 Without derogating from the above, it is clarified that NTA may require the physical presence of an Expert/Experts permanently residing outside Israel at the Project/s site/s and/or at NTA Offices and/or at the Consulting Company's offices, for any purpose whatsoever. If the NTA Representative requests this in writing from the Consulting Company, an additional payment for reimbursement of Expenses, as detailed in Section 11.1.2.4 below, shall be added to the Hourly Rate paid for the actual Working Hours of the Expert invited by NTA.
- 4.12 The engagement details for each of the Team Members, including telephone number, mobile phone number, and email address, shall be provided to the Company at the commencement of the provision of the Services by the Consulting Company, and shall be updated with prior written notice given to the NTA Representative.
- 4.13 As part of the provision of the Services and as an integral part of its undertakings under this Agreement, the Consulting Company shall bear full responsibility for ensuring that the Team Members (including the International Company) perform the undertakings of the Consulting Company under this Agreement and in accordance with the instructions or directives given to them from time to time by the NTA Representative or anyone on its behalf. The Consulting Company undertakes to include appropriate clauses in this regard in its engagements with the International Company and with Third Parties on its behalf.
- 4.14 For the avoidance of doubt, it is clarified that the Consulting Company shall bear full responsibility for the activities of the Team Members, for any defect and/or error in its work or as a result of the work of any of the Team Members, as well as for any Damages and/or Expense and/or Losses caused to NTA and/or Third Parties due to such defects and/or errors and/or due to delays in schedules and/or negligence in the performance of the Services.
- 4.15 Prior Approval for the Engagement of Team Members
- 4.15.1 Each of the Team Members shall require NTA's approval for the provision of the Services (except for Team Members approved as part of the Consulting Company's proposal for the Tender). For this purpose, the Consulting Company shall submit to the NTA Representative, within 14 days from the date of NTA's request, documents evidencing the Team Members' compliance with the job requirements detailed in the Scope of Work Appendix. It is clarified that this does not derogate from the provisions of Section 2.5 of Appendix B (Team Members).

For the purpose of this section, "**Supporting Documents**" means any document evidencing a Team Member's compliance with the job requirements, including CVs, licensing certificates, education, and professional training.

- 4.15.2 For the avoidance of doubt, NTA shall be entitled to waive any of the qualification requirements set forth in the Scope of Work Appendix with respect to the Team Members and/or to demand equivalent experience to said qualification requirements, as a condition for the approval of all or some of the Team Members, all at its sole and exclusive professional discretion. In addition, NTA may approve a candidate subject to certain conditions and/or set a trial period for such candidate.
- 4.15.3 For the avoidance of doubt, it is clarified that the Team Members shall not commence the provision of the Services before receiving NTA's prior written approval. A Team Member who has not been approved shall not be exposed to NTA's Information and shall not provide Services to NTA until such approval is received. It is further clarified that the approval of the Team Members does not relieve The Consulting Company of its full responsibility for fulfilling all its undertakings under this Agreement, and it shall bear sole responsibility for their performance.
- 4.15.4 NTA may require that all or some of the Team Members be interviewed in person or via a digital platform, provide recommendations, and/or undergo security checks in accordance with Section 4.15.5 below, all at its sole discretion.
- 4.15.5 In accordance with the Public Bodies Security Regulation Law, 5758-1998, NTA may order the performance of a Security Clearance Process as defined in the General Security Service Law, 5762-2002, for any Team Member providing Services. The provision of Services or continued provision of Services by a Team Member shall be conditional upon the approval of the competent authorities in this regard. The Security Clearance Process may be carried out before or during the provision of the Services, at NTA's discretion. The Consulting Company must take into account the duration of the process and the Team Member's obligation to comply with it as a condition for providing the Services and assist as required.
- 4.15.6 If a Team Member is not approved, at any stage during the Engagement Period, the Consulting Company must provide an alternative Team Member within 14 days from the date of NTA's non-approval. NTA's non-approval shall not constitute grounds for delay, postponement, non-performance, or any claim, demand, or lawsuit by the Consulting Company.

4.16 Demand for Additional Team Members

- 4.16.1 During the Engagement Period, NTA may instruct the Consulting Company to add Office Holders to the Management Services Team and/or the Expert Team Members, whether or not they are detailed in Appendix B to the Agreement (hereinafter: "**Additional Team Members**").
- 4.16.2 NTA shall be entitled to determine for the Additional Team Members a Monthly Retainer according to what is customary in the Company at that time or payment according to an Hourly Rate according to what is customary in the Company at that time, all at its sole discretion.
- 4.16.3 NTA shall submit a written request to the Consulting Company for the addition of Team Members, which shall include the relevant Scope of Work for the Additional Team Member and the Monthly Retainer/Hourly Rate for the Additional Team Member. The provisions of Section 4.15 above shall apply to this request, with the necessary modifications.
- 4.16.4 The Consulting Company shall present the Additional Team Members to NTA for approval, as required, within 14 days from the date of the written request. The Additional Team Members shall commence providing the Services within 30 days from the date of receiving NTA's approval, and all provisions of this Agreement shall apply to them.

4.17 Replacement of Team Members

- 4.17.1 The Consulting Company shall not be entitled to replace any of the Team Members, whether temporarily or permanently, without NTA's prior written approval, which shall be given at its sole discretion.
- 4.17.2 If any of the Team Members does not provide the Services to NTA, for any reason whatsoever, for a period exceeding 7 days, the Consulting Company is responsible for providing an alternative Team Member within 21 days from the first day of the Team Member's absence.
- 4.17.3 In the event of a planned absence (including maternity leave, reserve duty, professional training, extended vacation, or a Team Member leaving), the Consulting Company must notify NTA at least 30 days in advance and provide an alternative Team Member before the date of absence.
- 4.17.4 NTA reserves the right to demand, at any time, at its sole discretion and for reasonable reasons, the replacement/removal of any of the Team Members, with 30 days' prior notice.
- 4.17.5 In any case of a Team Member replacement, the Consulting Company must present a replacement for NTA's approval within 14 days from the date of replacement or demand, as applicable.

- 4.17.6 A replacement for a Team Member shall possess experience and qualifications identical to the minimum qualification requirements set forth in Appendix B to the Agreement (Team Members), subject to NTA's discretion. The provisions of Section 4.15 above shall apply, mutatis mutandis, to the replacement of Team Members. If the replacement involves a Team Member who was classified within the framework of the Tender, the replacement must have experience and qualifications no less than those of the Team Member evaluated during the Tender stage, or equivalent experience, at NTA's discretion, and also implement the methodology presented during the interview stage of the Tender.
- 4.17.7 The Consulting Company shall be responsible for ensuring that the replaced Team Member performs a full handover to the replacement Team Member, in such a way that the replacement Team Member can perform their role as required in accordance with the provisions of this Agreement, without the aforementioned replacement causing any delay, defect, or deficiency in the Services.
- 4.17.8 For the avoidance of doubt, it is clarified that NTA shall not be liable for any payment arising from the removal of the Team Member as stated, which led to the termination of their employment, including but not limited to liability for payment for lack of prior notice, severance pay, and handover time. Furthermore, simultaneous payment for the Services of the original and replacement Team Member shall not be permitted.
- 4.17.9 The replacement of Team Members, for any reason whatsoever, shall not constitute grounds for delay, postponement, reduction, or other impairment in the provision of the Services and/or the performance of the Consulting Company's obligations under this Agreement.
- 4.18 This Section 4 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a fundamental breach of this Agreement.

5. **The International Company**

- 5.1 The Consulting Company declares and undertakes that the Services will be provided by it also through the International Company and the Experts/Office Holders on its behalf, who were presented in its proposal for the Tender (in this Agreement: "**the International Company**"). The Consulting Company confirms that it is aware that its engagement with the International Company and the Experts/Office Holders on its behalf, throughout the entire Engagement Period, constitutes a fundamental condition of this Agreement.

- 5.2 The Consulting Company declares and undertakes that the Services imposed by this Agreement on the International Company will be provided directly by the International Company and the Experts/Office Holders on its behalf. The Consulting Company bears sole responsibility for ensuring and guaranteeing that the International Company fulfills and performs all its obligations in full and on time, and shall bear full liability towards NTA for all activities of the International Company within the framework of this Agreement. The Consulting Company is responsible for ensuring that the International Company, including the Experts/Office Holders on its behalf, acts in accordance with the instructions and guidelines that will be given from time to time by the NTA Representative or anyone on its behalf.
- 5.3 In the event of termination of this Agreement, NTA is entitled to step into the shoes of the Consulting Company vis-à-vis the International Company and receive from it the Services that it was obligated to provide to the Consulting Company in accordance with this Agreement prior to its cancellation, without the Consulting Company having any claim, demand, or lawsuit against NTA or the International Company. NTA shall not be liable for any liability, debt, or obligation of the Consulting Company and any third party towards the International Company, and its obligations shall only apply from the date of signing a direct agreement with it and subject to its provisions.
- 5.4 It is clarified that NTA may at any time directly contact the International Company and/or the Experts/Office Holders on its behalf regarding any matter related to the provision of the Services under the Agreement. It is further clarified that the engagement that the Consulting Company will enter into with the International Company will include provisions that are fully consistent with the obligations imposed on the Consulting Company under the Agreement and their legal, commercial, economic, and professional implications for the Consulting Company, including the provisions of Section 5.3 above, and in such a way that the International Company will also be bound by the said provisions on a back-to-back basis.
- 5.5 The Consulting Company undertakes to notify NTA of any change in the terms of engagement with the International Company or anyone on its behalf. The Consulting Company shall not make material changes to the terms of engagement, including changes that restrict the International Company in providing the Services, except with NTA's prior written approval. Upon NTA's request, the Consulting Company shall provide NTA with a copy of any document or engagement agreement with the International Company and/or anyone on its behalf.
- 5.6 NTA may, at any time and for any reason, without needing to provide justification, demand the replacement of the International Company. In such a case, the Consulting Company must submit a replacement company for NTA's approval that meets the conditions stipulated in the Tender, within 45 days, and the replacement company

shall commence providing the Services within 30 days of NTA's approval, after completing a handover with the replaced International Company. Until the entry of the replacement International Company, the Consulting Company and the replaced International Company must continue to provide the full Services without additional consideration beyond the consideration stipulated in this Agreement.

The replacement of the International Company at the initiative of the Consulting Company or for any reason not stemming from NTA's demand is subject to NTA's prior written approval and under the conditions it determines. NTA's approval for such a replacement and the determination of provisions in connection therewith shall not derogate from NTA's rights under this Agreement or under the law. NTA's decision as stated shall not grant the International Company or the Consulting Company or anyone on their behalf any remedy or compensation.

6. Subcontractors

- 6.1 The Consulting Company shall not be entitled to enter into agreements with subcontractors on its behalf in connection with the performance of any of the Services, unless it has received NTA's prior written approval for this purpose, and after the said subcontractors have undertaken, in writing, all the obligations imposed on the Consulting Company under this Agreement, including with respect to property rights, confidentiality, and prohibition of conflict of interest. Notwithstanding the foregoing, it is clarified that the Consulting Company shall not be required to obtain the Company's approval again for the provision of Services through the International Company approved by NTA as part of the Consulting Company's proposal for the Tender.
- 6.2 For the avoidance of doubt, it is clarified that the Consulting Company shall bear full, absolute, and exclusive responsibility towards NTA or anyone on its behalf, in connection with the performance of the Services, and that the performance of the Services through subcontractors as aforesaid shall not impose any responsibility of any kind or type on NTA or derogate from the responsibility of the Consulting Company or anyone on its behalf under this Agreement, and the Consulting Company hereby waives, and shall be prevented and estopped from raising any claim and/or demand, of any kind or type whatsoever in connection therewith.
- 6.3 If NTA approves the Consulting Company's request to engage a Subcontractor, the Consulting Company undertakes to sign an agreement with the Subcontractor and, if required by NTA, will provide a copy of the signed agreement to NTA.
- 6.4 NTA shall be entitled to demand at any time, at its sole discretion, the replacement of the Subcontractor(s), with 14 days' prior notice. The Consulting Company undertakes to replace them, to NTA's satisfaction, promptly after receiving such demand, without

such replacement constituting grounds for delay, postponement, or impediment in the performance of the Consulting Company's obligations under the Agreement. The Consulting Company hereby waives and shall be prevented and estopped from raising any claim, demand, or request, of any kind or type whatsoever, in connection therewith.

- 6.5 This Section 6 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a Fundamental Breach of this Agreement.

7. Additional Provisions for the Provision of the Services

7.1 Work Procedures and Cooperation

7.1.1 The Consulting Company is responsible for immediately reporting to the Company Representative, by phone and email, any unusual event related to or arising from the provision of the Services, or not in the normal course of the performance of the Services. This includes any existing or anticipated problem, malfunction, defect, failure, or Discrepancy, which may directly or indirectly affect the performance or completion of the Services. This report constitutes an integral part of the Services, without additional Consideration. Nothing herein shall derogate from additional reporting obligations imposed on the Consulting Company or anyone on its behalf under this Agreement.

7.1.2 As part of the Services, and in addition to the full implementation of the Company's decisions and the Services that the Consulting Company must perform itself, the Consulting Company shall bear full and exclusive responsibility to assist the Company as required for decision-making regarding the Services. This includes the Consulting Company initiating, proposing, promoting, and formulating for the Company, even on its own initiative and without demand, any task, service, decision, or idea required for the realization, implementation, performance, or completion of the Services, and submitting them for the Company's decision.

7.1.3 Throughout the entire Engagement Period, the Consulting Company is fully and exclusively responsible for the performance of the Services, in full coordination and cooperation with the Company and/or any entity on its behalf, without entitlement to additional Consideration beyond what is stated in the Agreement. In addition, the Consulting Company is responsible for the quality and nature of the professional, administrative, and operational relationships between it and the relevant entities on behalf of NTA in providing the Services.

7.1.4 The Consulting Company shall participate and take an active part in NTA's meetings and/or any other forum at NTA's request, at NTA Offices or outside

them, and shall hold ongoing follow-up meetings with all required entities, as required for the provision of the Services or at NTA's demand. The number and rank of employees on behalf of the Consulting Company who will participate in the meetings and/or the various activities performed by the Consulting Company shall be subject to NTA's sole decision.

7.2 Powers of the Consulting Company

7.2.1 In the performance of the Services, the Consulting Company and each of the Team Members, including those employed by the International Company, shall be directly subordinate to the NTA Representative (or anyone authorized on its behalf). For the avoidance of doubt, it is hereby clarified that any approach to an entity other than the NTA Representative (or anyone authorized on its behalf), and the receipt of instructions, approvals, and guidelines from such other entity, shall be null and void from their inception and shall have no validity.

7.2.2 It is emphasized that the powers of the Consulting Company and any of the Team Members, including those employed by the International Company, shall in any case be limited and subject to the scope of powers granted to them in this Agreement. The Consulting Company and any of the Team Members, including those employed by the International Company, are not authorized in any way to obligate NTA. The Consulting Company undertakes not to create, by itself and/or through any of the Team Members, including those employed by the International Company, any representation to any Third Party, according to which it and/or anyone on its behalf is authorized to obligate NTA, except subject to receiving explicit authorization given for this purpose in this Agreement or specific, prior, and written authorization given for this purpose by the NTA Representative. If the Consulting Company breaches the provision of this section above, any action it performed on behalf of NTA shall be null and void from its inception and shall have no validity, and the Consulting Company shall bear sole responsibility towards NTA and towards any Third Party for any such action.

7.3 Supervision of the Consulting Company

7.3.1 NTA's representative for the purposes of this Agreement is the VP Operations and Service or anyone authorized by him in writing for the purpose of this Agreement ("**NTA Representative**"). NTA shall be entitled to replace its representative from time to time or to add additional representatives.

7.3.2 NTA shall be entitled to determine, at its sole discretion, that the performance of the Services shall be subject to NTA's supervision and control (including

through the NTA Representative), through a managerial and professional team that will accompany, guide, and supervise the performance of the Services, according to NTA's customary supervision, control, and reporting mechanisms, as well as those that will be formulated during the Engagement Period.

7.3.3 Without derogating from the foregoing, NTA and/or anyone on its behalf shall be entitled to visit the offices of the Consulting Company and the offices of the International Company in Israel and/or abroad, in order to conduct an audit of the Consulting Company's activities in all matters related to this Agreement and the fulfillment of its provisions. The Consulting Company and anyone on its behalf shall provide NTA and/or anyone on its behalf with any explanation they may require, and shall make available for their review all materials pertaining to the Services and assist them in conducting the audit.

7.3.4 The Consulting Company acknowledges and hereby fully, finally, and irrevocably agrees that NTA's rights and authorities under the Agreement, including, but not limited to, supervision and/or lack of supervision exercised by the NTA Representative and anyone on its behalf in the performance of the Services and/or any instruction and/or directive and/or approval granted by the NTA Representative and/or anyone from NTA to the Consulting Company and/or any of the Team Members under the Agreement, are merely means of control; they do not constitute an opinion and/or declaration on behalf of The Company, and they do not impose any liability whatsoever on NTA and/or derogate from and/or release the Consulting Company from its obligations and/or its full and exclusive responsibility towards NTA regarding the performance of all provisions of the Agreement, including the full performance and completion of the Services.

7.4 This Section 7 is a fundamental term of this Agreement, and a breach of any of its conditions shall constitute a Fundamental Breach of this Agreement.

8. Independent Contractor

8.1 The Consulting Company shall bear full and exclusive responsibility for the contractual, legal, commercial, and professional relationship between it and the Team Members, including the International Company, Subcontractors, and anyone on their behalf. The management of contacts between the Team Members and the Consulting Company, as well as the engagement between them, shall be carried out under the full and exclusive responsibility and at the expense of the Consulting Company, without any involvement or responsibility of NTA, and without derogating from the Consulting Company's responsibility for the provisions of any Law regarding the Team Members and its responsibility in accordance with this Agreement.

- 8.2 It is expressly clarified that the engagement between the Consulting Company and the Team Members shall include provisions fully consistent with the obligations imposed on the Consulting Company under the Agreement and their legal, commercial, economic, and professional implications for the Consulting Company and the Team Members, in such a way that the Team Member shall also be bound by the said provisions on a back-to-back basis; provisions regarding the rights granted to NTA to terminate the Services of a Team Member at any time and/or to cancel and/or not to extend the Engagement, for all reasons specified in the Agreement and/or by Law (including due to lack of budget); the rights granted to NTA for Liquidated Damages, including damages arising from an act and/or omission of the Team Members as detailed in the Agreement and so forth.
- 8.3 It is hereby agreed between the Parties that the Consulting Company, the Team Members, and anyone on their behalf are not employees of NTA, and the Consulting Company declares that it is not a Manpower Contractor as defined in the Employees by Manpower Contractors Law, 5756-1996.
- 8.4 This Agreement regulates the engagement of the Parties on a contractual basis, and on the assumption that NTA's liability towards the Consulting Company, the International Company, or their employees or shareholders or any other party on their behalf for the Services under this Agreement shall be exhausted by the payment of the Consideration specified in this Agreement.
- 8.5 In performing and fulfilling its obligations as stated in this Agreement, the Consulting Company shall act as an Independent Contractor with all that this entails and implies. The Consulting Company or its employees or any of the Team Members (including The International Company and anyone on its behalf) or its shareholders or its Subcontractors or any Third Party on its behalf shall under no circumstances be considered Employees of NTA, and no Employer-Employee Relationship shall exist between The Parties or anyone on their behalf, and there is nothing in NTA's right to instruct, supervise, or guide the Consulting Company or its employees or the Team Members or its shareholders or its Subcontractors (including The International Company and anyone on its behalf) or anyone on its behalf in the performance of This Agreement to create an Employer-Employee Relationship.
- 8.6 The Consulting Company undertakes to sign an employment agreement with every employee/team member employed by it (including the International Company and anyone on its behalf) in providing the Services under this Agreement, or to ensure that every team member/subcontractor on its behalf signs an employment agreement with every employee employed by them in providing Services under this Agreement, detailing all terms of employment of the employee in accordance with the provisions of the law, including their wages and all rights due to them under any Law, including

under any collective agreement and/or relevant extension orders, in a language understood by the employee. In any case where an update to the employment agreement is made, the update shall be made in writing by both parties and in accordance with the provisions of the law. The Consulting Company undertakes to provide NTA, upon its request and for the purpose of inspection and monitoring, including as a condition for the commencement of Services to NTA by a specific employee in accordance with this Agreement, a copy of the employment agreement of any employee it requests.

- 8.7 Without derogating from the foregoing in this Agreement, the Consulting Company (including the International Company and anyone on its behalf) is obligated to include in the agreement between it and the Team Members a clause in which the Team Member confirms and declares that they are aware that they: (1) are not an employee of NTA and no employer-employee relationship exists between them and NTA, but rather they are an employee/service provider of the Consulting Company/the International Company (each case according to its circumstances) and are assigned to provide Services in accordance with this Agreement; and also (2) that they will not raise any claim during their employment/engagement period and not thereafter, whatever the circumstances of the termination of the engagement may be, contradicting their above declaration and will not claim that an employer-employee relationship exists or existed between them and NTA and/or that NTA owes them payments arising from such a relationship.
- 8.8 It is clarified and agreed that the consideration in this Agreement was calculated by the Consulting Company on the assumption that the Consulting Company would be able to finance from it all social rights and ancillary payments for itself or for its employees or shareholders or any other party on its behalf in connection with the provision of the Services, and also taking into account their seniority for the purpose of rights under labor laws, and this in accordance with checks carried out by the Consulting Company before signing this Agreement with its accountants, and after having also verified with them that after deducting all its expenses for the engagement under this Agreement from the consideration, including all payments to its employees, it retained a profit.
- 8.9 It is further clarified and agreed that the Consulting Company alone shall be responsible for any payment due from it according to any Law to its employees/Team Members (including to the International Company) or to its shareholders or to its Subcontractors or anyone on its behalf or to any person employed by it in connection with the provision of the Services under this Agreement, including any payment imposed on an employer in relation to its employees. NTA shall not be liable for any payment whatsoever to any of the aforementioned in the performance of the Services, including no payment of wages, National Insurance fees or any social benefits,

pension contributions or ancillary payments, or any other right due according to any Law to any of the Team Members.

- 8.10 The Consulting Company undertakes to pay the Team Members and anyone on its behalf sent by it to perform the Services under this Agreement, all the rights due to them according to the Labor Laws, as they may be from time to time, and on time, including and without derogating from the Minimum Wage Law, 5747-1987; Hours of Work and Rest Law, 5711-1951; Annual Leave Law, 5711-1951; Wage Protection Law, 5718-1958; Sick Pay Law, 5736-1976, the Extension Orders regarding pension contributions and making contributions monthly as required by law, Convalescence Pay, employer's contribution to travel expenses to and from work, mandatory laws/orders/agreements, including Collective Agreements and Relevant Extension Orders, and as updated from time to time. The Consulting Company undertakes to provide the Company with periodic written confirmations, from time to time, at its discretion and demand, regarding the execution of the provisions of this section.
- 8.11 The Consulting Company further undertakes to fulfill and/or ensure the fulfillment, with respect to its Team Members (including the International Company and anyone on its behalf), of all provisions relating to Employment Conditions and on time, including and without derogating from the generality of the foregoing: Wages (not less than Minimum Wage), Wage Protection, Social Rights, special payment for shifts, payment for Overtime Hours and Rest Days (even though the Consideration for the Consulting Company does not change due to the actual performance of Overtime Hours/Rest Days, including Holidays, Holiday Eves and Intermediate Days of a Festival by the Team Member), Travel (including Travel on Holiday Eves and with the approval of the Ministry of Economy and Industry for employment on Saturday and Holiday - Travel on Saturdays and Holidays, if required by NTA), Night Work, Vacation Days, Sick Days, Convalescence Pay, Holiday Pay, Pension Rights, adherence to Wage Payment Dates and deduction of all amounts that an employer is obligated to deduct, including Income Tax and National Insurance and deductions for Provident Funds – all, according to any Law and Agreement applicable to the relationship between the Consulting Company and its employees/Team Member or between a Team Member and their employer (in the case of Engagement with a Subcontractor for the provision of the Services).

The Consulting Company further undertakes to pay and/or ensure payment to its Team Members of all Payment and/or Rights due to them according to any Law, Collective Agreement or Extension Order applicable to them, as well as according to the provisions of this Agreement.

- 8.12 In the event that, for the purpose of providing the Services, the Consulting Company engages Team Members who are Independent Contractors and/or Subcontractors to

provide the Services on its behalf, the Consulting Company undertakes and declares that it will not enter into a contract that does not allow for the payment of the full Rights of the actual Team Member according to this Agreement, and that it will ensure that the Wages paid to the employees of those contractors are not less than the Wages with all their components that should be paid to the Team Member according to the Agreement and in accordance with the Labor Laws customary in Israel.

- 8.13 Without derogating from the generality of the foregoing, it is hereby clarified that in the event that it is determined, despite the explicit intention of the Parties mentioned above, by any competent authority, that an Employer-Employee Relationship existed between NTA and the Consulting Company or the International Company or any of their employees or shareholders or its Subcontractors or another on its behalf, in connection with the provision of the Services under the Agreement with respect to a relevant Team Member, the Parties agree that the Reasonable Wage that was due to the Consulting Company or anyone on its behalf as detailed above in connection with the provision of the Services under the Agreement is equal in value to 65% of the Consideration specified in this Agreement.

The Consulting Company undertakes to immediately return to the Company the excess payments made to it beyond the Reasonable Wage as an employee, plus Linkage and Interest Differences as per Law from the date of receipt of each Payment until actual payment, and this without derogating from NTA's other Rights including Set-off, Liquidated Damages, and the like.

- 8.14 Furthermore, and without derogating from the generality of the foregoing, the Consulting Company hereby undertakes to compensate or indemnify NTA for any Liability or Expense imposed on it or caused to it in the event that anyone on behalf of the Consulting Company or any of the Team Members (including the International Company and anyone on its behalf) claims that an Employer-Employee Relationship existed between them and NTA with respect to the validity period of this Agreement, and also for any financial damages caused to it as a result, including Attorney's fees, txpenses, and the like, and all this without derogating from NTA's other Rights including Set-off, Liquidated Damages, and the like. Without prejudice to the generality of the foregoing, financial damages also mean any monetary amount that the Consulting Company, as an employer, should have made available to the employee or paid to them, including: Pension contributions, pensions, severance pay, and all other social rights required by any Law by virtue of their employment in providing the Services in accordance with this Agreement.
- 8.15 In the event that on the date of Termination of the Agreement, a legal proceeding is pending regarding the status of the Consulting Company and/or a Team Member, and the decision of the competent judicial authority has not yet been received, NTA shall

be entitled to withhold payment to the Consulting Company, in whole or in part, to secure all its Rights under sections 8.12 and 8.14 above, at its sole discretion.

- 8.16 Without derogating from the foregoing, should NTA discover a claim, demand, or lawsuit from any Team Member on behalf of the Consulting Company or the International Company, concerning non-payment by the Consulting Company or anyone on its behalf of the full rights due to that Team Member according to any Law or agreement, or should NTA discover that the Consulting Company or anyone on its behalf is not complying with the provisions of the law in paying the Team Member's rights, NTA shall be entitled, at its sole discretion, to set off from the outstanding debt to the Consulting Company any amount required to pay that Team Member or on their behalf directly, thereby preventing the filing of a lawsuit by them against NTA.
- 8.17 Should the Contract be canceled for any reason, the Company shall be entitled to directly or indirectly employ any of the Team Members (including the International Company and anyone on its behalf) in performing the Services, without any cooling-off or waiting period, and the Consulting Company or the International Company shall not be entitled to compensation or indemnification in such a case.
- 8.18 Section 8 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a fundamental breach of this Agreement.

9. Supervision and Control of Consulting Company Payments

- 9.1 NTA shall be entitled to conduct audits from time to time, with prior coordination with the Consulting Company (which shall be responsible for conducting parallel coordination with its Subcontractors), in order to verify the compliance of the Consulting Company or anyone on its behalf with the Labor Laws, the Extension Orders, the Collective Agreements, the provisions of this Agreement, and all its obligations in accordance with Section 8 above. The Consulting Company undertakes to cooperate and be responsible for its Subcontractors fully cooperating with NTA or anyone on its behalf, including external consultants, in conducting the audits, during which the Consulting Company and any of its Subcontractors will be required to present, among other things, employment agreements, pay slips, attendance reports, invoices, reports from external bodies, wage differences, and deductions paid to the Team Members (such as pension contributions, income tax payments, and national insurance), any other document reasonably required for the audits, and any other detail relating to the employment conditions of the Team Members as stated, all as deemed appropriate by NTA or its Wage Auditor.
- 9.2 The Consulting Company shall provide NTA or its Wage Auditor with any document or proof requested as stated above within 14 days or at another date instructed by NTA, and shall also allow NTA or anyone on its behalf (including a wage auditor or

accountant) to interview any of the Consulting Company's employees or Team Members within the requested timeframe.

- 9.3 After conducting the examination, NTA shall be entitled to issue a Draft Audit Report to the Consulting Company for its comments. The Consulting Company shall respond to the Draft Audit Report within 14 days from the date it was issued, attaching all appropriate documents. Any breach or non-compliance with the provisions of the law mentioned in the Draft Audit Report and not disputed by the Consulting Company shall be rectified within 14 days or at a later date instructed by NTA, fully, with respect to all Team Members, including Team Members who have completed their assignment in providing the Services in accordance with this Agreement as of that date, starting from the date of the breach, plus delay compensation (in accordance with the requirements of the law) or legal linkage and interest differences.
- 9.4 After reviewing the Consulting Company's response to the draft report, NTA will provide the Consulting Company with a Final Audit Report. The Consulting Company shall rectify, within 14 days or at a later date instructed by NTA, all breaches and/or non-compliance with the provisions of the law, as determined in the Final Audit Report, fully and with respect to all Team Members, including Team Members who have completed their assignment in providing the Services in accordance with this Agreement as of that date, starting from the date of the breach, plus delay compensation (in accordance with the requirements of the law) or legal linkage and interest differences, and shall provide NTA with documents thereof, and the remaining provisions of Section 11.2.1 below shall apply in this regard, at NTA's discretion.
- 9.5 If the Consulting Company fails to fulfill any of NTA's demands by the date specified by NTA, the Consulting Company shall be liable for the liquidated damages specified for this purpose in this Agreement below. If the Consulting Company delays in fulfilling any of NTA's aforementioned demands for a period exceeding 14 days, this shall constitute a fundamental breach of the Agreement, and NTA shall be entitled to cancel the Agreement, without prejudice to any other right and/or remedy granted to NTA by any Law or this Agreement.
- 9.6 NTA and anyone on its behalf shall keep all information to which they are exposed during the audits as stated, in confidentiality, subject to the obligation to disclose the information according to law.
- 9.7 Without derogating from the above, the Consulting Company undertakes to provide NTA every six months, and at any other time – upon NTA's demand – a confirmation from the Consulting Company's Certified Public Accountant, stating that the Consulting Company and/or any of its Subcontractors pays its employees serving as Team Members under this Agreement a wage not less than minimum wage and all

rights due to them by law for their assignment to provide the Services in accordance with this Agreement, including and without limitation overtime pay (if required), and also that it makes pension contributions, severance pay, national insurance payments, vacation, convalescence pay, sick pay and travel, and any other payment and right due to them in accordance with the provisions of the law, this Agreement and the employment agreements with the Team Members.

- 9.8 Section 9 is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a fundamental breach of this Agreement.

10. **Engagement Period**

- 10.1 This Agreement is for a period of 36 (thirty-six) months, commencing from the date of NTA's signature on the Engagement Agreement ("**Initial Engagement Period**"). NTA shall be entitled to extend the Agreement for 2 (two) additional periods, each up to 24 (twenty-four) months, and for one additional period, up to 12 (twelve) months, in any combination it chooses, by written notice delivered to the Consulting Company, no later than 30 (thirty) days before the Agreement's termination date (hereinafter: "**Additional Engagement Periods**").
- 10.2 If the Engagement Period is extended for any Additional Engagement Period(s), then wherever "Engagement Period" is mentioned in this Agreement, it shall also refer to such Additional Engagement Period(s). It is clarified that all provisions of this Agreement shall apply during the Additional Engagement Periods.
- 10.3 Upon signing this Agreement, the Consulting Company shall submit to NTA all approvals required by Law, including a valid approval in the name of the Consulting Company for tax deduction and proper bookkeeping from the Income Tax authorities, a certified dealer approval, and the following affidavits: an Affidavit under the Public Bodies Transactions Law, 5736-1976, attached to this Agreement as **Appendix F**, signed and approved by an attorney; and an affidavit attached as **Appendix G** to this Agreement, which constitutes a Declaration Regarding Upholding Integrity. The Consulting Company undertakes to provide NTA, from time to time and throughout the validity period of this Agreement, valid approvals in its name for tax deduction and proper bookkeeping from the Income Tax authorities or a Certified Public Accountant, or a certified tax advisor.

11. **Consideration**

- 11.1 In consideration for the provision of the Services and the fulfillment of the obligations of the Consulting Company and its Team Members, in full and on time in accordance with the provisions of this Agreement, NTA shall pay the Consulting Company for each Team Member of the Management Services Team, a Monthly Retainer (as this term is defined in Section 11.1.1 below), plus the Overhead Percentage stated by the

Consulting Company in its financial proposal for the Tender ("**Overhead Percentage**"); for each Expert Team Member, NTA shall pay the Consulting Company the Hourly Rate (as this term is defined in Section 11.1.2 below) (the Monthly Retainer plus the Overhead Percentage and/or the Hourly Rate shall be referred to in this Agreement as: "**Consideration**"). Without derogating from the foregoing in this section, it is clarified for the avoidance of doubt, as follows:

11.1.1 Monthly Retainer and Overhead Percentage

- 11.1.1.1 In consideration for the Services actually performed by each of the Management Services Team members (as defined in Section 2 of Appendix B), NTA shall pay the Consulting Company the Monthly Retainer specified in **Appendix H1** to the Agreement – Price List for Office Holders ("**Monthly Retainer**"), plus the Overhead Percentage.
- 11.1.1.2 The Monthly Retainer shall be paid for a full-time position according to Law, and in the case of a partial or not full-time position, including due to NTA's request, a proportional amount shall be paid according to the hours actually worked.
- 11.1.1.3 The Overhead Percentage shall apply to the Monthly Retainer and shall constitute the maximum payment by NTA to the Consulting Company, the International Company, and their Subcontractors (if any), cumulatively, for the provision of the Services. The Consulting Company alone shall be responsible for ensuring that the Overhead Percentage includes a profit component, but in no case shall the overhead or its rate be such as to guarantee the Consulting Company a minimum profit and/or to derogate from the liability imposed on the Consulting Company to pay the Team Members the full amounts to which they are entitled under the Agreement and/or Provisions of Any Law.
- 11.1.1.4 It is clarified that the Overhead Percentage encompasses all of the Consulting Company's obligations under the Agreement, including costs arising from the Consulting Company's obligations regarding the employment of the Team Members.
- 11.1.1.5 The Overhead Percentage shall remain constant throughout the Engagement Period, and the Consulting Company shall not be entitled to an update of the Overhead Percentage rate and/or an additional cost update under this Agreement, unless explicitly stated otherwise herein.

- 11.1.1.6 For the avoidance of doubt, it is clarified that the Monthly Retainer includes all of the Consulting Company's expenses for handling visas, accommodation arrangements, flights, and all expenses involved in bringing a Professional Consulting Team Leader from abroad.

11.1.2 The Hourly Rate

- 11.1.2.1 In consideration for the Services actually performed by any of the Expert Team Members (as defined in Section 3 of Appendix B) who do not hold Israeli citizenship, NTA shall pay the Consulting Company a uniform rate of 133 US Dollars per hour; in consideration for the Services actually performed by any of the Expert Team Members (as defined in Section 3 of Appendix B) who hold Israeli citizenship, NTA shall pay the Consulting Company the Hourly Rate specified in the Price List for Experts attached as **Appendix H2** to the Agreement, and as updated from time to time during the Engagement Period, in accordance with the eligibility conditions detailed therein (hereinafter: "**Hourly Rate**").
- 11.1.2.2 The Hourly Rate shall be paid for a full Working Hour (60 minutes), and for a fraction of an hour, a proportional amount shall be paid, according to actual performance. The Hourly Rate is uniform for every hour of service, regardless of the time of service provision.
- 11.1.2.3 For the avoidance of doubt, it is clarified that the Overhead Percentage shall not apply to the Hourly Rate.
- 11.1.2.4 It is further clarified that expenses for handling visas, accommodation arrangements, flights, and all expenses involved in bringing an Expert from abroad to Israel, at the Company's request, shall be paid to the Consulting Company on a back-to-back basis, subject to the submission of supporting documents, in accordance with the payment provisions stipulated in this Agreement and as detailed below:
- 11.1.2.4.1 **Flights** – Reimbursement of the cost of flight tickets to and from Israel in economy class.
- 11.1.2.4.2 **Accommodation** – Reimbursement of hotel accommodation expenses (including meals at the hotel), up to the lower of: (i) 220 US Dollars per person per night; and (ii) the actual expense.

11.1.2.4.3 **Living Expenses** – Reimbursement of daily living expenses in Israel, up to the lower of: (i) 70 US Dollars per person per day; and (ii) the actual expense.

11.1.2.4.4 Reimbursement of expenses shall not be paid for an Expert who resides permanently in Israel or a foreign Expert who resides in Israel for any reason at the time of the request for that Expert's arrival. This section shall not apply to the Management Services Team members and the Professional Consulting Team Leader.

11.2 Delay in Payments

11.2.1 If it is discovered that the Consulting Company is not paying or is delaying payment of wages to a Team Member, or if, in NTA's sole discretion, there is concern that the Consulting Company is not paying or is likely to delay such payments, and if, in NTA's sole discretion, this delays or is likely to delay the provision of the Services or otherwise hinders or is likely to hinder the provision of the Services to NTA, then, without derogating from any right NTA has under the Law and/or this Agreement, NTA shall be entitled to impose Liquidated Damages on the Consulting Company and/or set off from payments due to the Consulting Company under this Agreement and/or terminate this Agreement, all at its sole discretion and without the Consulting Company having any claim and/or demand and/or lawsuit in connection therewith.

11.2.2 If it is discovered that the Consulting Company is not paying or is delaying payments to any of the Team Members who are not salaried employees of the Consulting Company (including the International Company) or Subcontractors, or if, in NTA's sole discretion, there is concern that the Consulting Company is not paying or is likely to delay such payments, and if, in NTA's sole discretion, this delays or is likely to delay the Services or otherwise hinders or is likely to hinder the provision of the Services to NTA by the aforementioned Team Members (including the International Company), NTA shall be entitled (but not obligated), at its sole discretion, to transfer the Consideration due to the Consulting Company (in full or in part) directly to the aforementioned Team Members/Subcontractors (including the International Company), without this creating an Employer-Employee Relationship between the Team Member/Subcontractors and NTA. NTA shall notify the Consulting Company in writing of such payment, and it shall be considered a payment to the Consulting Company for all intents and purposes. For this purpose, NTA shall be entitled to demand the Engagement

Agreements between the Consulting Company and the aforementioned Team Members or Subcontractors or to receive them directly from the Subcontractors.

- 11.2.3 If NTA acts in accordance with its right as stated in this section above, it shall be entitled to determine that the Consulting Company shall not be entitled to the Monthly Retainer and the Overhead Percentage/Hourly Rate for the Consideration paid directly to the Team Members/Subcontractors (including the International Company), and in such a case, NTA shall be entitled to set off from the Consideration the Monthly Retainer and the Overhead Percentage/Hourly Rate that should have been paid to the Consulting Company as Liquidated Damages for the Consulting Company's Breach of its undertakings regarding its engagements as aforesaid, in a manner that does not require NTA to prove Damages and does not derogate from any other Remedy available to it under this Agreement or under the Law. This provision does not impose an obligation on NTA to make any payments to any of the Team Members/Subcontractors (including the International Company), or constitute an undertaking for the benefit of a Third Party by NTA towards the Team Members or Subcontractors (including towards the International Company), or derogate in any other way from the generality of the provisions of sections 6 and 8 above.

11.3 Finality of The Consideration

- 11.3.1 It is clarified that the Consideration includes all payment components to be paid to the Consulting Company for the Services, including all expenses arising from the employment of the Team Members in accordance with law, this Agreement, or custom, as they shall be in effect during the Engagement Period. The Consideration constitutes full, final, and absolute payment for the Services, both to the Consulting Company and to the Team Members (including the International Company), and it is the total amount to be paid for the provision of the Services and any action or work required in connection therewith. For the avoidance of doubt, it is clarified that the Optional Scope (in whole or in part) shall be subject to the payment mechanism stipulated in this Agreement, and the Consulting Company shall not be entitled to any addition or additional payment beyond the Consideration stipulated in this Agreement.
- 11.3.2 The Consideration shall not be revalued and shall not bear linkage and interest differences, exchange rate fluctuations, or interest of any kind or for any reason whatsoever, except as specified below: Starting from the fourth Engagement, and every 12 months from that date onwards until the end of the Engagement

Period, the Consideration for the Monthly Retainer only shall be linked to the Consumer Price Index published by the Central Bureau of Statistics. The Base Index shall be the last known index at the time of signing the Contract, and the Determining Index – the last known index on the last day of the performance month for which the account is submitted. The linkage mechanism shall apply both when the index rises and when it falls. The Consulting Company is responsible for including in the monthly account the updated Consideration in accordance with the index changes as stated. For the avoidance of doubt, it is clarified that the Hourly Rate and the expense reimbursement component specified in section 11.1.2 above shall not be linked to the index.

11.3.3 The Consulting Company shall not be entitled to increases and/or changes in the Consideration, in accordance with the terms of this Agreement, unless explicitly stated otherwise in this Agreement, whether due to changes in labor wage costs, payments to personnel, changes in the currency exchange rate, the imposition and/or increase of taxes, levies and/or other mandatory payments of any kind and type, whether direct or indirect, and/or due to any other factor according to the provisions of any Law.

11.3.4 The Consulting Company shall not be entitled to reimbursement of expenses of any kind whatsoever, direct or indirect, in connection with the provision of the Services, and shall not be entitled to any additional payment beyond the Consideration, unless explicitly stated otherwise in this Agreement. All costs and expenses involved in the provision of the Services shall be borne exclusively by the Consulting Company, including for this purpose: provision of Team Members, overtime hours, participation in meetings, reporting, issuance of reports, office expenses (such as photocopying, telephones, faxes, mail, courier Services, computing and internet Services, software, licenses), personnel expenses, travel, taxis, parking, equipment, insurance, information security, licenses, authorizations, permits, purchase of equipment, provision of infrastructure and ancillary Services, and any other expense or cost, including the assignment of rights in the Service Deliverables to NTA and compliance with all other provisions of the Agreement.

11.3.5 It is clarified that the Monthly Retainer and/or the Hourly Rate include all costs of employing the Team Members, including public transportation travel reimbursements (including travel on holiday eves, Saturdays, and holidays with the approval of the Ministry of Economy and Industry, if required), holiday gifts, mobile phone maintenance and cellular package, required equipment, payments for Overtime Hours, Rest Days, Holidays, Holiday Eves, and Intermediate Days of a Festival, payment for breaks, Sick Pay, Vacation, Convalescence Pay, clothing, per diem, social payments (contributions to

Provident Funds, advanced study funds, Pension Insurance, life insurance, Severance Pay, loss of earning capacity, prior notice, employer payments to the National Insurance Institute), and any other payment required by Law.

11.3.6 The Consulting Company shall not be entitled to a payment exceeding the Monthly Retainer plus the Overhead Percentage or a payment exceeding the Hourly Rate, unless explicitly stated otherwise in this Agreement. The Overhead Percentage shall remain constant throughout the entire Engagement Period, including in the event of an update to the Scope of Work and/or an update to the scope of positions and/or the Team Members' roster, and it shall not be updated or have additional costs added, unless explicitly stated otherwise in this Agreement.

11.3.7 Should the Consulting Company choose to pay the Team Members a higher wage than stipulated in the Agreement, the Consulting Company shall not be entitled to an adjustment of the Monthly Retainer, the Hourly Rate, or the Overhead Percentage, unless approved in advance and in writing by NTA.

11.4 Payment Dates and Method

11.4.1 The Consulting Company shall submit invoices for approval by the NTA Representative for the Working Hours actually performed in the preceding month, through the computerized system (hereinafter: "**Supplier Portal**"), for the previous calendar month. The submission of invoices shall be made on the 15th of each month or on the last day of each month, at the discretion of the Consulting Company. The invoices shall be submitted separately for amounts stated in New Israeli Shekels in this Agreement and for amounts stated in US Dollars. Each invoice shall be accompanied by a detailed report of the Working Hours invested by each Team Member, as well as a full description of the Services provided by each of the Team Members. Such invoices shall detail the Monthly Retainer and the Overhead Percentage/Hourly Rate for each Team Member. The Company shall be entitled to request additional details in the invoice, at its sole discretion.

11.4.2 It is clarified that the invoices and all accompanying reports shall be produced, prepared, and submitted to the Company by the Consulting Company and at its expense, as an integral part of the Services, without the Consulting Company being entitled to any Compensation, Indemnification, or Consideration for it. It is explicitly clarified that the approval of the monthly report/invoice by the NTA Representative shall not constitute evidence that the Services specified therein were indeed performed in accordance with the provisions of this Agreement.

- 11.4.3 An NTA Representative may, by prior arrangement, visit the offices of the Consulting Company to review the records of Working Hours dedicated to providing the Consulting Services on which the aforementioned report is based. This review may include manual records and any relevant Document, including, without derogating from the generality thereof, message logs, telephone call records, etc. The Consulting Company undertakes to provide that representative with any required explanation.
- 11.4.4 Value Added Tax, at its legal rate at the time of each Payment, shall be added to every amount paid to the Consultant on account of The Consideration.
- 11.4.5 The Consideration stated in this Agreement in New Israeli Shekels shall be paid in New Israeli Shekels in accordance with the dates stipulated herein. The Consideration stated in this Agreement in US Dollars shall be paid in US Dollars according to the Representative Rate of the dollar known on the date of invoice issuance and in accordance with the dates stipulated herein. The Consideration for invoices submitted by the Consulting Company to NTA for Services provided according to the provisions of this Agreement, and which were approved by NTA, shall be paid within 45 (forty-five) days from one of the dates on which they were submitted, as stated in Section 11.4.1 above. The Consideration shall be paid by Bank Transfer to the bank account of the Consulting Company, subject to the completion of all forms required by NTA.
- 11.4.6 It is clarified that an invoice submitted before the 15th of each month or between the 16th and the last day of that month shall be deemed to have been submitted on the 15th of the month or the last day of the month, respectively, and the invoice shall be paid in accordance with Section 11.4.5 above. For the avoidance of doubt, it is clarified that the counting of days stipulated in Section 11.4.5 above shall apply from the day the invoice was delivered to NTA, and if NTA raised comments or requested changes to the invoice – from the day the amended invoice was delivered to it. The Consulting Company must provide NTA with a proper Tax Invoice, no later than 7 days after Payment by NTA.
- 11.4.7 From every amount paid by NTA to the Consultant, amounts of Withholding Tax shall be deducted as required by Law and other Mandatory Payments according to Law, unless an Exemption from Withholding Tax is provided by the Consulting Company. For the avoidance of doubt, it is declared that the foregoing refers only to deductions required from payments to an Independent Contractor.
- 11.4.8 In addition, from every Payment made to the Consultant by NTA, NTA shall retain 5% of the total Payment up to a total sum of four hundred thousand New

Israeli Shekels (400,000 ₪), which shall be held by NTA until the end of the Engagement Period and/or the Additional Engagement Periods, as applicable (hereinafter: "**Retention Fee**"). The Retention Fee shall be returned by NTA to the Consultant within sixty (60) days from the date of termination of the Initial Engagement Period and/or the Additional Engagement Periods, as applicable. The Retention Fee returned to the Consultant shall be linked to the Consumer Price Index, where the Base Index is the last known index on the date of signing this Agreement, and the Determining Index is the last known index on the day of submitting the payment request for the release of the Retention Fee.

11.4.9 The Consulting Company hereby declares and undertakes to bear all payments incumbent upon it by virtue of Law under This Agreement, such as: payments to the National Insurance Institute, Value Added Tax, Income Tax, as well as taxes, fees, and other mandatory payments of any kind, applicable to an independent contractor, both by Law and those intended to protect the social rights of the Team Members and for which the choice of payments is at its discretion.

11.4.10 Upon the completion of the Services under this Agreement, the Consulting Company shall be required, as a condition for the payment of the remaining consideration for the Services, to also issue to NTA a Declaration of No Claims, in the form attached as **Appendix I** to this Agreement, stating, among other things, that the Consulting Company has no claim, demand, or request of any kind or nature in connection with the Services it provided under the Agreement and the consideration paid by NTA for them; and also an affidavit stating that it has delivered to NTA all Service Deliverables with all their appendices and copies in any medium whatsoever.

12. **Service Level and Liquidated Damages Mechanism**

12.1 Without derogating from the other provisions of the Agreement and the remedies to which the Company is entitled by Law, NTA shall be entitled to demand from the Consulting Company, as fixed, agreed, and pre-estimated compensation, Liquidated Damages for each of the events detailed in the table below (hereinafter collectively and individually: "**the Liquidated Damages**"):

Service Level Metric	Liquidated Damages
Lack of availability/delay in providing the Services by the General Team Manager and/or Professional Consulting Team Leader.	Up to 2,500 NIS plus VAT, for each hour of delay, starting from the sixth hour after NTA notifies the Consulting Company of lack of availability or delay in providing the Services.
Lack of availability/delay in providing the Services by a Team Member.	Up to 2,500 NIS plus VAT, for every 12 hours during which the Team Member was not available to provide the Services or the provision of Services was delayed.
Replacement of the General Team Manager and/or Professional Consulting Team Leader without NTA's approval and/or not in accordance with the provisions of this Agreement and/or failure to replace the General Team Manager and/or Professional Consulting Team Leader at NTA's request.	Up to 300,000 NIS plus VAT, for each instance in the first 24 months of the Engagement; up to 200,000 NIS plus VAT, for each instance in the remainder of the Engagement Period.
Replacement of a Team Member without NTA's approval and/or not in accordance with the provisions of this Agreement and/or failure to replace a Team Member at NTA's request.	Up to 150,000 NIS plus VAT, for each instance in the first 24 months of the Engagement; up to 100,000 NIS plus VAT, for each instance in the remainder of the Engagement Period.
Absence without NTA's approval/failure to staff/failure to present a candidate to NTA for the position of General Team Manager and/or Professional Consulting Team Leader.	Up to 5,000 NIS plus VAT, for each day of delay.
Absence without NTA's approval/failure to staff/failure to present a candidate to NTA for a Team Member position.	Up to 2,500 NIS plus VAT, for each day of delay.

Service Level Metric	Liquidated Damages
Failure to perform Handover in accordance with the provisions of this Agreement.	Up to 100,000 NIS plus VAT, for each month of Breach.
Other engagement of a Management Services Team Member contrary to the provisions of this Agreement.	Up to 100,000 NIS plus VAT, for each month of Breach.
Failure to meet the timelines defined in the Agreement and/or in the Scope of Work Appendix and/or in NTA's written instruction for performing any task.	Up to 5,000 NIS plus VAT, for each day of delay beyond the specified date.
Failure to pay Team Members, including The International Company, or payment not in accordance with the provisions of the Agreement and/or the Provisions of the Law.	Up to 10,000 NIS plus VAT, for each month of non-payment or underpayment.
Delay in payment to a Team Member (including The International Company).	Up to 10,000 NIS plus VAT, for each instance.
Breach of the Supervision and Control of Consulting Company Payments clause.	Up to 10,000 NIS plus VAT, for each instance.

- 12.2 If Liquidated Damages are imposed on the Consulting Company for more than one Service Level Metric, the provisions of this clause shall apply cumulatively, not alternatively. The Company shall be entitled to deduct the amount of the Liquidated Damages from any amount due to the Consultant at any time. If not offset from payments due to the Consultant as stated, the amount shall be paid to NTA by the Consulting Company within 7 days of NTA's demand for payment to the Consultant. The foregoing shall not derogate from NTA's right to collect the amount of the Liquidated Damages from the Consulting Company by any other means.
- 12.3 Payment of Liquidated Damages to NTA for a Breach and/or deductions made by NTA for a Breach from amounts due to the Consultant shall not release the Consulting Company from fulfilling its obligations under this Agreement, including its obligations regarding the rectification of the Breach.

12.4 Nothing in this clause shall derogate from the other remedies stipulated in this Agreement granted to NTA.

13. **Liability and Insurance**

13.1 The Consulting Company shall be liable to NTA for the quality of the Services provided or that should have been provided by it and/or by anyone on its behalf, including the Team Members. Without derogating from its liability under any Law, the Consulting Company shall be liable for any Damages caused to any person due to a negligent act and/or omission or Breach of a statutory duty by it, by any of its Employees, or those acting on its behalf in providing the Services, including the Team Members.

13.2 NTA shall not bear liability for any damages caused to the Consulting Company or any of its employees or anyone on its behalf, including the Team Members. The Consulting Company undertakes to pay any damages or compensation due by law to an employee or any person in its service (including the Team Members) as a result of an accident or any damages during the performance of the Services under this Agreement and in connection therewith.

13.3 The Consulting Company undertakes to indemnify NTA in the event that it is ordered by a competent judicial authority to pay any amount to an employee of the Consulting Company or anyone on its behalf, including the Team Members, or to any third party, for loss or damages for which the Consulting Company is liable as stated. The Consulting Company also undertakes to bear all expenses involved in conducting the legal proceeding, according to an account submitted to it by NTA.

13.4 NTA's approval of documents prepared by the Consulting Company or of actions performed by it, or the giving of instructions to the Consulting Company or anyone on its behalf, shall not release it from its full liability under this Agreement or under any Law.

13.5 Without derogating from the undertaking and liability of the Consulting Company under this Agreement or by law, the Consulting Company shall comply with all provisions of the Insurance Appendix attached to this Agreement as **Appendix J**, which constitutes an integral part thereof. The Consulting Company undertakes to provide NTA with a signed Confirmation of Insurance Coverage in the format attached to this Agreement as **Appendix J1**, at the times and under the conditions specified in the Insurance Appendix.

13.6 This Section 13 is a fundamental term of this Agreement, and a breach of any of its conditions shall constitute a fundamental breach of this Agreement.

14. **Licenses, Authorizations, Permits, and Provisions of Any Law**

- 14.1 The Consulting Company shall bear sole responsibility for ensuring that throughout the Engagement Period and the Services period, the Consulting Company and its Team Members possess all approvals, accreditations, permits, licenses, consents, standards, and certificates of any kind required for fulfilling any obligation or undertaking imposed on the Consulting Company and on any of the Team Members under this Agreement or under the provisions of any Law, including any competent authority, for the purpose of providing the Services.
- 14.2 The Consulting Company shall bear full and sole responsibility for ensuring that its activities within the framework of providing the Services are carried out throughout the Engagement Period and the Services period in accordance with the provisions of any Law, and shall, in particular, perform any action, work, or service to ensure that the performance of the Services complies at all times with the requirements of the provisions of any Law, all at its own expense and without being entitled to any consideration and/or compensation for it.

15. **Confidentiality and Ownership of Information and Service Deliverables**

- 15.1 The Consulting Company hereby undertakes to maintain, and shall bear full responsibility for ensuring that anyone on its behalf maintains, absolute confidentiality, without time limitation, and shall not disclose or transfer to any third party or make any use, directly or indirectly, of the Service Deliverables and the rights to the Service Deliverables, as well as any other Confidential Information, as defined in **Appendix K** to this Agreement (hereinafter: "**the Information**" or "**the Confidential Information**").
- 15.2 The Information and any document, report, plans, or opinion prepared for NTA, or any database prepared by the Consulting Company or provided to the Consulting Company by NTA, and which will accumulate with the Consulting Company in connection with the provision of the Services under this Agreement (hereinafter: "**Service Deliverables**") shall be the exclusive property of NTA, and NTA shall be entitled to demand that they be made available to it and delivered into its possession at any time upon its first demand. Therefore, NTA shall be the sole owner of the proprietary rights and moral rights in such Information and documents, and it shall be entitled to make any use of them and any part thereof at its sole discretion, including modification, correction, and additions. The Consulting Company hereby waives its right and shall not file any claim or initiate any legal proceeding in connection with the proprietary rights or moral rights in the documents and The Information.
- 15.3 Without derogating from the generality of the foregoing, the Consulting Company hereby undertakes that immediately upon notice of termination of the engagement or its suspension, it shall transfer to NTA all The Information and documents as mentioned above, and shall provide NTA with assistance, as required, so that NTA

can use The Information or the Service Deliverables independently or through another consulting party.

- 15.4 The Consulting Company hereby undertakes not to transfer any material or Information that came into its possession during its work for NTA or as a result of its work under this Agreement, to any entity, including entities related to NTA, nor to distribute it to other consultants of NTA, except through NTA or according to its written instructions.
- 15.5 The Consulting Company undertakes to keep The Information and the Service Deliverables in a suitable and secure place, and to do everything necessary to ensure that The Information and material do not reach unauthorized persons.
- 15.6 The Consulting Company hereby undertakes to sign and to have all team members and subcontractors employed by it and on its behalf in providing the Services, including The International Company and anyone on its behalf, sign an Irrevocable Undertaking for Confidentiality and Information Security in the format attached as **Appendix K** to this Agreement and to deliver it to NTA upon signing this Agreement.
- 15.7 The provisions of this Section, including its subsections, shall remain in effect even after the expiration of this Agreement.
- 15.8 This Section 15 is a fundamental term of this Agreement, and a breach of any of its conditions shall constitute a fundamental breach of this Agreement.

16. **Prohibition of Conflict of Interest**

- 16.1 The following terms shall be used in this Agreement with regard to the issue of Conflict of Interest:

"Means of Control" – as this term is defined in the Banking (Licensing) Law, 5741-1981.

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

- a) A conflict between the obligation imposed on the Consulting Company to perform its role in accordance with the Agreement without extraneous considerations or bias, and any other interest of the Consulting Company.
- b) **"Personal Conflict of Interest,"** meaning: when an interest for which the Consulting Company is responsible under this Agreement may conflict with another interest of its own.

- c) "**Institutional Conflict of Interest**," meaning: when an interest for which the Consulting Company is responsible under this Agreement may conflict with another interest, whether public or private, that it fulfills within a public body or another entity.
- d) "**Conflicting Interest**," meaning: another interest that may affect the performance of the Consulting Company, which is not within the scope of its obligations under the Agreement.

"**Employee**" – any employee of the Consulting Company or any entity employed by it for the purpose of providing the Services to NTA, even if there is no employer-employee relationship between them and the Consulting Company.

"**Other Interest**" – any personal, professional, or family matter – that is not part of the Consulting Company's obligations under the Agreement – including the interest of a relative or of an entity in which the Consulting Company or its relative is a member, manages it, or is a responsible employee, or an entity in which the Consulting Company has proprietary or contractual rights – including the right to receive profits, as well as the interest of a client of the Consulting Company or of the Consulting Company's partner or its relative.

"**Relative**" – spouse, sibling, parent, descendant, and also a parent or spouse of any of these.

- 16.2 The Consulting Company shall perform the Services in a manner consistent with NTA's interest, and in general, neither it nor the Team Members shall have, during the period of providing Services to NTA, any conflict of interest of any kind or type, nor shall they be in a situation of conflict of interest or a concern for conflict of interest, of any kind or type.
- 16.3 Without derogating from the above, the Consulting Company hereby undertakes to refrain from any action that involves a conflict of interest or may have the potential for a conflict of interest between the fulfillment of its duties under this Agreement and the fulfillment of another duty or obligation of the Consulting Company or of the Team Members and/or any of its employees, directly or indirectly. It further undertakes to notify NTA of any concern regarding such a conflict of interest and to act in accordance with NTA's instructions to prevent such a conflict of interest.
- 16.4 The Consulting Company undertakes to notify NTA in writing, and immediately, of any personal or business matter between its activities, its office's activities, or the activities of any Third Party with which the Consulting Company is directly or indirectly connected, including any person or entity providing the Service to NTA on behalf of the Consulting Company, and any of the following: (a) companies (including Parent Companies, Sister Companies, and Subsidiary Companies) that may compete

in any of NTA's Tenders or enter into a contract with NTA in any way; (b) companies (including Parent Companies, Sister Companies, and Subsidiary Companies) whose business activity is in the field of infrastructure, transportation, or operation; (c) those who directly or indirectly hold Means of Control in the companies listed in subsections (a) – (b) above; (d) those in whom the aforementioned companies directly or indirectly hold Means of Control; (e) Office Holders of any of the entities mentioned in paragraphs (a) to (d) above; (f) Entities, Subcontractors, and Consultants related to the companies and entities mentioned in subparagraphs (a) to (e) above, including their Office Holders; (g) any other entity with whom the Consulting Company has a personal or business interest that could place it in a Conflict of Interest regarding the provision of the Services.

- 16.5 The Consulting Company shall sign an Undertaking of No Conflict of Interest, in the form attached in **Appendix L** to this Agreement, at the time of signing the Agreement, at the beginning of each Calendar Year in which the Services will be provided, and/or at any other time during the Engagement Period as determined by NTA.
- 16.6 The Consulting Company hereby declares that it has been clarified to it and that it is aware, before this Agreement was signed, that it will not be entitled to participate, directly or indirectly, by itself or as a partner or as a Consultant or in any other way, with any entity that will participate or compete in future Tenders published by NTA, whether for consideration or without consideration, if they are held (hereinafter: "**the Tenders**") unless an appropriate request is submitted and prior written approval is obtained from NTA, which will be given (if given) at its sole discretion.
- 16.7 The provisions of the above clause shall apply, mutatis mutandis, also to an Engagement between the Consulting Company and Tender participants, not in connection with The Tenders, including the Entities comprising those participants, as long as such Entities are in the process of competing, and shall also apply to any Entity or company that will be chosen at their conclusion, as long as Engagements exist between NTA and that Entity or requirements related to such Engagements.
- 16.8 The Consulting Company hereby undertakes not to provide any Third Party, including Contractors performing work for NTA and/or Franchisees and/or Operators of NTA and/or Project Managers of NTA and/or other Consultants of NTA or anyone on their behalf and/or Affiliated Companies and/or anyone on their behalf, any service or Information regarding the Services or regarding NTA's Projects or any other service regarding any other action directly or indirectly related to the Services, whether such service or Information is provided for consideration or without consideration, except for Services on behalf of NTA explicitly applicable to it by virtue of this Engagement, and according to this Agreement, unless NTA's prior written consent has been given, which will be given at its sole discretion.

16.9 The Consulting Company hereby undertakes to have the Team Members employed by it and on its behalf, including the International Company and anyone on its behalf, sign an Undertaking of No Conflict of Interest in the form attached as **Appendix 12** to this Agreement. The signed undertakings shall be submitted to NTA concurrently with and immediately following the signing of this Agreement by the Consulting Company, and shall be signed again at the beginning of each calendar year in which the Services are provided or at any other time during the Engagement Period as determined by NTA.

16.10 The provisions of Section 16.8 above shall remain in effect indefinitely even after the termination of the, while the provisions of Section 16.6 above and Section 16.7 above regarding the provision of Consulting Services on any other matter shall remain in effect for one (1) year after the termination of this Agreement.

16.11 The provisions of this Section 16 shall apply, in addition to the Consulting Company, also to its Affiliated Companies or Parent Companies of the Consulting Company or any other company in which any of the stakeholders of the Consulting Company operates (as defined in the Securities Law, 5728-1968).

16.12 This **Section 16** is a fundamental part of this Agreement, and a breach of any of its terms shall constitute a Fundamental Breach of this Agreement.

17. Termination of Agreement

17.1 **Termination for Convenience.** Notwithstanding anything to the contrary in this Agreement, it is agreed that NTA alone may, unilaterally and at its sole discretion and for any reason whatsoever, terminate this Agreement at any stage of the provision of the Services, including terminating part of the Services (for a limited period or permanently), including through one or more Team Members/Office Holders, even without terminating this Agreement, or suspend the Engagement for a certain period, without the Consulting Company having any claim, demand, or lawsuit against NTA, provided that the Consulting Company was given Prior Written Notice of 30 days, and all without derogating from any right of NTA under this Agreement or under the Law.

Consulting Company and anyone on its behalf shall not be entitled to any Remedy, Payment, Compensation, or Indemnification of any kind whatsoever due to NTA's decision to terminate this Agreement as stated in this section, except for payment for Services actually provided by it until the actual termination date, as determined by NTA's sole discretion.

Consulting Company hereby irrevocably declares, agrees, and undertakes that termination of this (in whole or in part) and/or the suspension/freezing of the Engagement and/or the non-extension of the Engagement Period are rights granted to

NTA, and that upon the occurrence of any of the aforementioned events, it irrevocably waives and shall be precluded and estopped from asserting any claim due to this, including a claim regarding its reliance on providing Services for the entire Engagement Period, and particularly claims concerning investments it made in connection with the Services and/or their feasibility.

- 17.2 **Termination of the Agreement due to Breach.** If the Consulting Company breaches one or more of its undertakings under this Agreement and fails to rectify the breach within 15 days from the date of receiving a demand from NTA, this shall be considered a Fundamental Breach of the Agreement. The Consulting Company shall be liable to pay NTA damages for the damages, losses, and expenses incurred as a result of the said breach, without derogating from NTA's right to remedies under any applicable law and under this Agreement. In addition, NTA shall be entitled to cancel the Agreement due to a Fundamental Breach after the Consultant has been given prior written notice of 5 days and the Consulting Company has not rectified the breach within the said period.
- 17.3 **Termination of the Agreement Due to Additional Grounds.** Without derogating from any remedy and right available to NTA under any Law or the Agreement, NTA shall be entitled to terminate this Agreement immediately, by written notice to the Consultant, without the need for prior warning, upon the occurrence of one or more of the following events: (a) a Winding-up Order has been filed against the Consulting Company and this application has not been rejected or deleted within 30 days from the date it was filed, and/or a Winding-up Order, a Receivership Order, or a Stay of Proceedings Order has been issued against it; (b) Criminal Proceedings have been initiated against the Consulting Company and/or any of its office holders for an offense involving moral turpitude and/or an offense related to labor relations; (c) the Consulting Company is in a state of conflict of interest and/or a concern of conflict of interest as detailed in this Agreement.
- 17.4 Without derogating from the foregoing, wherever an obligation is imposed on the Consulting Company under this Agreement, and in NTA's discretion the Consulting Company does not fulfill the said obligation, NTA may fulfill it itself, or through others on its behalf, at the expense of the Consulting Company, after prior warning is given to the Consultant. The Consulting Company undertakes to pay NTA all expenses incurred as stated above, plus an amount equal to 10% of the total expenses as stated, according to the invoice NTA will submit to it, without disputing the necessity of the said expenses and their amount, within 7 days from the date of demand. The Parties agree that the total constitutes adequate and reasonable compensation for the damages incurred by NTA under the said circumstances, but this shall not derogate from any right or remedy of NTA under law or the Agreement, including its right to damages for damages incurred by it (and the said amount shall

be considered a payment on account of its proven damages) or its right to cancel the Agreement. An invoice submitted to the Consultant by NTA shall constitute conclusive evidence between the Parties regarding the expenses incurred by it.

- 17.5 Upon the expiration of the Agreement or its termination for any reason, the Consulting Company shall not be entitled to compensation, indemnification, or any other payment whatsoever in connection with any matter related to or arising from this Agreement or its termination. Nor shall it be entitled to receive any payment for damage to reputation or for any action it took or funds it expended in connection with this Agreement, except for the remaining consideration due to it for Services actually performed by it until the date of termination of the engagement, and subject to the fulfillment of all tasks and undertakings of the Consulting Company under the Agreement, including performing a handover in accordance with the provisions of the Agreement.
- 17.6 The Consulting Company shall not have a right of lien over materials related to the Services, including the documents and reports it prepared for NTA, all Service Deliverables, and any document related to the Consulting Services, even if received from NTA or any third party.
- 17.7 Without derogating from the other provisions of this Agreement, if NTA terminates this Agreement for any reason, NTA may, without derogating from any other rights vested in it by any Law, continue the performance of the Services in cooperation with any other entity at its sole discretion, including continuing the performance of the Services directly with the Consulting Company and/or another expert and/or with any of the Team Members and/or Subcontractors of the Consulting Company, including the International Company and/or other and/or additional employees of the Consulting Company. The Consulting Company hereby waives, finally, fully, and irrevocably, and shall be prevented and estopped from raising any claim and/or demand and/or request of any kind or type in connection therewith. For the avoidance of doubt, it is clarified that the cancellation of the Agreement will not obligate NTA to conduct a hearing or additional inquiry for the Consulting Company as a condition for the cancellation of the Agreement, including in circumstances where NTA wishes to perform the remainder of the Services included in the canceled Agreement through the Consulting Company and/or another supplier.

17.8 Handover Process – Termination of Services

If the Agreement is terminated and/or canceled for any reason, including at the end of the Engagement Period, the Consulting Company undertakes, upon receipt of notice from NTA regarding the termination of the Engagement, to perform an orderly Handover with the relevant entities at NTA and/or with an Alternative Supplier, without being entitled to any additional Consideration beyond that specified in the

Agreement, Compensation, or Indemnification, and within the timelines defined by NTA, and to act promptly and without delay, in accordance with the following provisions:

- 17.8.1 To provide the Company with assistance, as required, so that it can use the Information and/or Service Deliverables independently and/or through any Third Party until the completion of the Handover.
- 17.8.2 To conduct, at NTA's request and as an integral part of the Scope of Work, a full Handover, including the transfer of all necessary Information and Documents to enable the continued provision of the Services through an Alternative Supplier and/or through someone on behalf of NTA, continuously and without delays, and all within a timeframe, according to the Handover scopes, as defined by NTA. The Handover period will be for the duration defined by NTA and will be conducted continuously, during customary Working Hours and days. The Handover will only be completed after NTA Representative's approval of its completion.
- 17.8.3 To transfer to NTA and/or the Alternative Supplier all data, information, reports, plans, know-how, and any other document (including in digital media) accumulated by the Consulting Company during the activity and the deliverables created during the provision of the Services, in an organized, updated, readable manner and in formats pre-approved by NTA. It is clarified that the transfer of the materials as stated will be carried out by the Consulting Company in a way that will prevent damage, malfunctions, and service discontinuity. It is further clarified that the Consulting Company will be required to document any information and/or know-how and/or deliverables in its possession in accordance with NTA's guidelines and procedures throughout the entire Engagement Period. Any additional expense incurred by the Consulting Company at the termination of the engagement due to gaps in this matter shall be borne solely by the Consulting Company.
- 17.8.4 To cooperate fully with the Company and the Alternative Supplier to enable the replacement and proper continuation of the activity after the termination of the Engagement with the Consulting Company. This includes full cooperation with NTA and/or anyone on its behalf in preparing all required annual work plans (maintenance, safety, operation, service, etc.) for the continuation of the activity after the termination of the Engagement Period with the Consulting Company.
- 17.8.5 To continue to handle all tasks under its responsibility until the termination of the Engagement and the completion of the Handover and the transfer of all materials as stated above. Upon completion of the Handover and the transfer

of all materials as stated above, the Consulting Company must delete and destroy all copies of the materials in its possession, in accordance with Information Security guidelines and any applicable Law, unless the Company has instructed otherwise in writing.

17.9 It is expressly clarified that the performance of the Handover and the other undertakings of the Consulting Company under this section shall constitute a condition for the payment of the remaining Consideration due to the Consulting Company for Services performed until the date of termination of the Engagement.

17.10 It is agreed that a financial and/or other dispute between the Consulting Company and NTA, if such arises, shall not constitute a ground for delaying the transfer of the handling of the Services to another supplier and/or to NTA. The Consulting Company undertakes to make every effort to ensure that the transfer of handling as stated is carried out efficiently and as quickly as possible.

17.11 It is hereby clarified that the termination of this Agreement in accordance with the provisions of this Section 17 shall not derogate from any other Right available to the Company in accordance with the provisions of this Agreement and/or in accordance with the Provisions of Any Law.

18. **Assignment**

18.1 This Agreement is personal, and the Consulting Company shall not be entitled to transfer and/or assign to others its Rights and/or obligations under this Agreement, unless NTA's prior written consent has been given.

18.2 NTA shall be entitled to transfer or assign this Agreement, in whole or in part, and in such a case, the assignee alone shall be entitled and obligated towards the Consulting Company.

19. **Set-off and Lien**

19.1 The Consulting Company shall not be entitled to set off or withhold any amount or Payment due from it to the Company, nor shall it be entitled to withhold any Document, asset, or plan, of any kind or type, to secure the Company's debts to it.

19.2 The Consulting Company shall not be entitled to cease work or refuse to undertake work due to a dispute or financial demand it has against the Company, including in the event of a delay in Payment, even if not disputed, or in the event of disputes regarding Payments, or for any other reason, as long as this Agreement has not been canceled by the Company or has reached its Expiration according to its provisions.

19.3 The Company shall be entitled to set off or lien any payment or compensation due to it under this Agreement against any payment due or that will become due to the

Consulting Company under this Agreement or under other agreements. The Company shall also be entitled to lien any asset, equipment, facility, document, or plan, of any kind or type whatsoever, to secure the Consulting Company's debts to it under this Agreement or under other agreements between the Parties, after prior notice is given to the Consulting Company by the Company.

20. **Miscellaneous**

- 20.1 This Agreement constitutes the entire understanding between the Parties, and no negotiation, declaration, representation, undertaking, or agreement, whether made in writing or orally, expressly or implicitly, between the Parties prior to the signing of this Agreement, shall have any validity.
- 20.2 The conduct of any of the Parties shall not be considered a waiver of any of its rights under this Agreement or under any Law, or a waiver or consent on its part to any breach or non-fulfillment of any condition, unless the waiver, consent, postponement, change, cancellation, or addition was made expressly and in writing.
- 20.3 No change to this Agreement shall be valid, and no term of its provisions may be changed except by a written document bearing the signatures of the Parties. For the avoidance of doubt, it is clarified that no term of the Agreement may be changed by conduct, custom, or the like.
- 20.4 Nothing in this Agreement shall be construed as conferring any right for the benefit of a third party who is not a party to this Agreement, nor shall it confer upon a third party any right to demand the fulfillment of its provisions.
- 20.5 Jurisdiction for any matter arising from this Agreement shall be vested exclusively in the competent courts in the city of Tel Aviv-Yafo.
- 20.6 The addresses of the Parties for the purpose of this Agreement are as detailed in its preamble, and any notice sent by registered mail from one party to the other, to the said address, shall be deemed to have been received by the addressee 72 hours from the time of its dispatch to a post office in Israel, and if hand-delivered, from the time of its delivery. A notice sent by facsimile or email (to the NTA Representative only) shall be deemed to have been received only if telephonic confirmation is received. The sender shall keep proofs of dispatch of the notices. It is clarified that any notice of a legal nature sent to NTA shall be delivered by hand delivery, against an acknowledgment of receipt, or by registered mail, and its dispatch by facsimile shall not be permitted. If there is any doubt as to whether the document is a legal document, the Consulting Company shall act in accordance with the provisions of this section, and the submission of the document by facsimile shall not be permitted.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

NTA

The Consulting Company

Confirmation of Consulting Company's Signature

[To be completed if the Consulting Company is a corporation]

I, the undersigned, _____, Attorney/Accountant of _____
Street, hereby confirm that the signature of Mr./Ms. _____ binds the Consulting
Company for all intents and purposes.

Date

Name & Signature of
Attorney/Accountant

Appendix A – Scope of Work

1. General

- 1.1. All expressions appearing in this Appendix shall have the meaning defined for them in the Agreement, unless expressly stated otherwise.
- 1.2. NTA is a Government Company serving as the state's executive arm for promoting and developing the Mass Transit System in the Gush Dan Metropolitan Area. For this purpose, it promotes various Projects (such as, but not limited to, the Red Line Project, the Purple Line Project, the Green Line Project, the Metro Project, and similar initiatives).
- 1.3. Light Rail

The Light Rail (LRT) of Gush Dan includes three lines that will serve the Tel Aviv metropolitan area across its length and width (hereinafter, jointly and severally: "**the Light Rail**" or "**the Line**" or "**the Project**"):

- 1.3.1. The Red Line connects five Local Authorities: Petah Tikva, Bnei Brak, Ramat Gan, Tel Aviv-Yafo, and Bat Yam. The Line has 34 stations, of which ten are underground stations (hereinafter: "**the Red Line**"). The Red Line began Commercial Operation in August 2023 and is in the Operational Phase. As of the Tender publication date, Tevel Metro Ltd. is the franchisee and permit holder for the operation and maintenance of the Red Line.
- 1.3.2. Following the decision of the Ministry of Transport, NTA intends to extend the existing Red Line from Bat Yam to the Moshe Dayan train station in Rishon LeZion. As part of this, the existing Red Line will be extended by approximately 2.75 km south, to include 4 additional overground stations (hereinafter: "**Red Line Extension**"). The statutory plan for the Red Line Extension is approved, and as of the Tender publication date, NTA is awaiting approval of the Project's planning within the framework of judgment 3.
- 1.3.3. The Green Line connects Holon and Rishon LeZion in the south, through Tel Aviv, to Herzliya in the north. The Line is 39 km long, of which 4.5 km are underground, with 62 stations, of which four are underground stations (hereinafter: "**the Green Line**").
- 1.3.4. The Purple Line connects the eastern parts of the Tel Aviv metropolitan area (Yehud-Monosson, Or Yehuda, and Givat Shmuel), through Ramat Gan and Givatayim, to central Tel Aviv (hereinafter: "**the Purple Line**").

As of the Tender publication date, construction work for the Green Line and the Purple Line is in full swing, and the estimated Commercial Operation start date is in accordance with the Company's publications from time to time.

1.4. Metro Project

The three Metro Lines will expand and complete the Mass Transit System in central Israel, extending from the Sharon area through the metropolitan center to the Shephelah. The M1 Metro Line runs along a north-south axis, connecting the northern and southern cities in the metropolitan area to the center of Tel Aviv. This Line is 85 km long and is expected to serve 14 Local Authorities and include 62 stations. The M2 Metro Line runs along an east-west axis, connecting the middle and inner ring cities to the metropolitan center. This Line is 25 km long and is expected to serve 9 Local Authorities and include 22 stations. The M3 Metro Line is a semi-circular line, creating a peripheral network with a total length of approximately 39 km. This Line serves the middle ring of the metropolitan area and is expected to serve 13 Local Authorities, with 25 stations to be built along its length (hereinafter, collectively: "**the Metro Project**" or "**the Project**").

2. Types of Services

- 2.1. During the Engagement Period, the Consulting Company shall provide NTA with management and consulting Services in the field of operations. These Services shall include Services during the Commercial Operation phase of the Red Line, as well as ongoing consulting Services for all of NTA's Projects, as detailed in this Appendix and the Engagement Agreement, all in accordance with NTA's instructions, needs, and sole discretion.
- 2.2. In addition, during the Engagement Period, NTA shall be entitled to order from the Consulting Company management Services in the field of operations (Services during the Establishment Phase and/or Services during the Commercial Operation phase), in whole or in part, in relation to NTA's Additional Projects, in whole or in part, all in accordance with their current stage, NTA's sole discretion, and the provisions of the Agreement (hereinafter: "**Optional Scope**").
- 2.3. Services during the Commercial Operation Phase
 - 2.3.1. The Consulting Company shall provide NTA with professional assistance in managing the Operator(s) of the Light Rail (hereinafter: "**the Operator(s)**") and in managing the various maintenance contractors (hereinafter: "**the Maintainer(s)**"), including professional accompaniment, control, consulting, and guidance, in accordance with NTA's needs and discretion.

- 2.3.2. During the Commercial Operation phase, the Consulting Company shall assist NTA in managing the various Contractors (the Operator and the Maintainer(s)), including ongoing management of operations with the Operator and the Maintainer(s), management, execution, coordination, supervision, and accompaniment of all Engagement Contracts related to the operation and maintenance of the Light Rail and/or the Metro. In addition, it shall provide assistance in managing Contractual Requirements, handling Deliverables, Milestones, Verification & Validation, Interface management between The Operator and The Maintainer(s) themselves, budget, accounts, and payments management and control, Change Order and Claims management, deviation attribution processes management, document control, and responding to The Operator's inquiries, KPI Compliance Measurement and Control for the Operator and the Maintainer(s), regulatory processes management and control of compliance with regulation requirements (including the Ministry of Transport ,Fire Department, Police, Home Front Command), as well as assistance in managing future Changes, if any, in the contractual framework of The Line. All of the above shall be performed in addition to any other assistance required by NTA in the management, coordination, supervision, and accompaniment of all Engagement Contracts related to the operation and maintenance of the Light Rail and/or the Metro.
- 2.3.3. The Consulting Company shall assist NTA in ensuring that the Operator fulfills all its obligations in accordance with the Railways Ordinance [New Version], 5732-1972, the regulations derived therefrom, the Administrator's instructions regarding safety in national rail operation, and in accordance with the agreements between NTA, the Operator, and the Maintainer(s) of the Light Rail and/or the Metro. In addition, the Company shall assist in ensuring compliance with the Operation Plan of the Line and the requirements of the relevant regulations and standards, including EN50126 (RAMS), EN50128, EN50129, SI 5435, and SI 5350.

2.4. Ongoing Consulting Services – Professional and Strategic

- 2.4.1. The Consulting Company's Services shall include providing professional consulting in the fields of Light Rail and Metro through its team of experts. the consulting shall be provided in a variety of railway fields, including rolling stock, signaling, communications, track, RAMS, tunneling, ticketing, compliance with operational KPIs, safety, maintenance, etc., as well as other topics related to the railway sector, such as CRM, civil engineering, electricity, and similar areas. In addition, the service shall include physical accompaniment of professional processes in

accordance with NTA's needs, as well as design control, tender and engagement control, payments control for contract holders, maintenance control, safety plan control, quality assurance control, submission of opinions, and providing solutions for any problem that arises.

- 2.4.2. In addition, the Consulting Company shall provide NTA with strategic consulting Services, through an expert on its behalf, in the field of policy and strategy formulation for the operations and maintenance of the Light Rail and Metro network, including building long-term work plans and recommendations for improving operational and maintenance processes. The deliverables of the strategic consulting shall include strategic reports, market analyses, policy recommendations, and action plans, which shall be submitted to NTA on the dates it determines. The Consulting Company shall cooperate fully with NTA's management and other relevant entities in formulating and updating the strategy.

2.5. **Optional Scope**

- 2.5.1. **Services during the Establishment Phase** – During the establishment phases of the Light Rail and/or the Metro, the management of the Operator and the franchisee shall be carried out by the Project Manager during Establishment, under the relevant Line administrations. The Consulting Company shall assist in accompanying this process, including accompanying, learning, and documenting the engagement contracts, decisions, and processes being carried out, in order to ensure full operational continuity for the Operational Phase.

Subject to NTA's exercise of the Optional Scope, the Consulting Company shall be required to prepare for the operation of the Light Rail and/or the Metro, including increasing the team based on the organizational structure detailed in Appendix B to the Agreement and in accordance with the contractual structure in the new Lines, preparing for the management of the Operator, the franchisee, and the interface between them, in-depth study of the Interface Agreement and its translation into procedures and work routines, assisting in the approval of operation and maintenance plans in all areas, receiving the Safety Case Documents from the Project Manager during Establishment, analyzing the derived implications (including operational restrictions, maintenance restrictions, conditions for releasing restrictions, timelines, Ramp-up plan, etc.), and building a list of deliverables for the Operational Phase.

2.5.2. **Services during the Operation Phase** – The Services detailed in Section 2.3 above shall apply, mutatis mutandis, to any Project in the Operational Phase for which NTA orders the Services.

2.6. It is clarified that the list of Services and projects detailed in this Appendix is not exhaustive, and the Services required will include any additional action determined by NTA as part of the Consulting Company's activity in NTA's various projects.

3. **Elaboration on the Scope of Work Required in the Operations Field**

3.1. Supervision and Control of Contracts and Payments

3.1.1. The Consulting Company shall assist NTA in the management, supervision, and control of all project contracts within the operations field, including those of the Operator, the Maintenanar(s), execution contractors, Consultants, suppliers, and any other Third Party with whom NTA has engaged within the framework of its projects (hereinafter: "**Contract Holders**").

3.1.2. The Consulting Company shall assist in the management, supervision, and control of the Operator's contract and the implementation of its provisions in all aspects towards NTA and all entities involved in the ongoing operation of the Light Rail and/or the Metro. This includes maintenance, administrative, economic, accounting, legal, and financial matters, interface management, integration, and coordination of any action, work, task, or service arising from the contract with the Operator, whether directly or indirectly, and whether explicitly mentioned in the operation contract or actually performed by the Operator at the time of signing or thereafter, including updates, Changes, additions, or deletions made by NTA during the Engagement Period.

3.1.3. For the avoidance of doubt, contracts under the Operator's responsibility shall be managed by the Operator, and the Consulting Company's role shall focus solely on assisting with supervision and control.

3.1.4. The Consulting Company shall assist in contract management, relying on information received from various NTA entities, including through NTA's ERP System (and including invoice approval), as well as on information received directly from Contract Holders and Third Parties, as applicable.

3.1.5. The Consulting Company shall act as NTA's Representative vis-à-vis the Contract Holders and shall assist NTA in enforcing its rights under the contracts.

- 3.1.6. The Consulting Company shall be required to provide prior warning of any actual or potential breach by the Contract Holders and to propose remedies in accordance with NTA's instructions and requirements. It is clarified that this does not derogate from the Operator's responsibility for managing contracts and payments.
- 3.1.7. The Consulting Company shall assist in supervising and controlling compliance with the provisions of the contracts, including verifying the provision of required guarantees and insurance, as well as tracking their renewal and extension in accordance with the contract provisions and NTA's requirements.
- 3.1.8. The Consulting Company shall update NTA regarding potential changes in the contracts, thoroughly and deeply examine each request for change, and submit its written recommendations to NTA for review and approval. A proposed change shall not be implemented until written approval is received from NTA.
- 3.1.9. The Consulting Company shall prepare and implement an ongoing control and monitoring plan for compliance with the contract provisions, including managing extension dates, contract renewals, extension of guarantees, and any similar requirement arising from the contracts.
- 3.1.10. The Consulting Company shall assist in implementing the Liquidated Damages Mechanism, as stipulated in NTA's agreements with the Operator, the Control Company, and any other contractor with whom NTA has engaged, including accompanying, controlling, and providing recommendations to NTA regarding the activation of these mechanisms.

3.2. **Invoice Approval**

- 3.2.1. The Consulting Company shall assist in approving the invoices of suppliers operating within the project in the operations field, in accordance with NTA's instructions and procedures. It is clarified that invoices under the Operator's responsibility shall not be approved by the Consulting Company, but rather supervised and reviewed by it in accordance with the instructions of the NTA Representative.
- 3.2.2. The Consulting Company shall centralize and manage all information related to approved invoices for the various suppliers and shall ensure that the information is accessible, updated, and complete, in accordance with NTA's requirements.

- 3.2.3. The Consulting Company shall be responsible for verifying the accuracy and reliability of all invoices, including checking quantities, prices, delivery dates, set-offs, claims, and change orders.
- 3.2.4. The Consulting Company shall manage the Contract Holder's accounts using NTA's SAP System and/or any other system determined by NTA, all in accordance with NTA's instructions and procedures.

3.3. **Budgetary Management**

- 3.3.1. The Consulting Company shall assist in performing ongoing budgetary control, which includes monthly and annual tracking of any deviation or change in the budget, and shall recommend to NTA any necessary adjustments. The control shall be performed at both the annual and multi-annual levels.
- 3.3.2. The Consulting Company shall provide NTA representatives with a quarterly budget forecast, including all project components in the operations field, for the current year.
- 3.3.3. The Consulting Company shall provide NTA with monthly reports including all financial data prepared and submitted by the Operator, accompanied by professional validation and review by the Consulting Company, including reference to deviations or budget overruns. The Consulting Company shall propose the structure of the reports and submit it to NTA for approval.

3.4. **Information and Document Systems**

- 3.4.1. The Consulting Company shall be responsible for providing document management Services in the project within the operations field, including control over all incoming and outgoing documents, tracking responses to document submissions, and ensuring compliance with timelines, all through a dedicated NTA information system. As part of this service, the Consulting Company shall perform registration, filing, version updating, and maintenance of confidentiality of information, while ensuring consistency, uniformity, and completeness. The Consulting Company and anyone on its behalf shall act in accordance with NTA's instructions and procedures regarding the use of this system.
- 3.4.2. As part of the service, the Consulting Company shall ensure that all its experts, including experts from the International Company, manage documents solely through NTA's Document Management System, and shall not remove, send, or transfer documents by any other means, except

in accordance with the work procedures established for this system. The system shall allow access to many users, operating from different geographical locations around the world, and shall support the ongoing work needs of all entities involved in the project.

- 3.4.3. Upon termination of this Agreement, the Consulting Company shall transfer to NTA, or to any other entity designated by NTA, all Information and Documents pertinent to the provision of the Services. Such Information and Documents shall be updated, complete, and accessible, in accordance with NTA's instructions and the provisions of this Agreement.

3.5. **Interface and Integration Management**

- 3.5.1. The Consulting Company shall assist in coordination, interface management, synchronization, control, and in providing recommendations for the prioritization and organization of all entities involved in the operation of the Line.
- 3.5.2. It is clarified that the Consulting Company must thoroughly understand all interfaces and interrelationships between all activities involved in the operation of the Line.
- 3.5.3. These interfaces will include, among others:
 - 3.5.3.1. Full coordination and cooperation with the Line Operator, Systems Contractors, and the Maintainer(s).
 - 3.5.3.2. Management and coordination of interfaces between the Operator, Systems Contractors, and the Maintainer(s), including handling professional, operational, and administrative issues related to these interfaces.

3.6. **Consulting in Claims and Changes Management (hereinafter: "Changes" or "Claims")**

- 3.6.1. The Consulting Company shall assist in managing the system of demands, Claims, and Change Orders, and the responses thereto, in accordance with NTA's procedures, the procedure for handling demands, the engineering changes procedure, and any other relevant or updated procedure determined by NTA, including updates provided by the Claims and Engineering Changes Department. All of the above shall constitute an integral part of the Consulting Company's obligations under this Agreement.

- 3.6.2. The Consulting Company shall notify NTA of any potential or anticipated claim from Contractors, Operators, planners, or any other entity involved in the Project in the operational field. The notifications shall be documented in NTA's Claims Management System and presented in the monthly reports, or at any other time determined by NTA's procedures, for receiving instructions for further action. The Consulting Company shall collect and centralize all findings and documents/proof related to each relevant event, including requesting information from the relevant entities, and transmit them to NTA within the timelines stipulated in NTA's procedures and in the agreements with the various entities. It is clarified that any demand, claim, or Change Order shall be approved only in accordance with NTA's instructions and procedures, and shall be subject to its final approval. The Consulting Company shall not be entitled to approve on its own any consideration, compensation, indemnification, or extension of duration, unless it has received explicit approval from NTA and in accordance with the provisions of the Agreement.
- 3.6.3. The Consulting Company shall assist in centralizing demands and Claims from the Operator, Contractors, and relevant entities, perform an initial review of the completeness and validity of the required documents and information, and work to obtain all required information and documents/proof, including contacting the relevant entities. After receiving all information, the Consulting Company shall assist in performing a professional, contractual, legal, and economic analysis of the demand or claim, and shall submit to NTA a reasoned written recommendation, accompanied by all information and documents/proof, for decision-making. All of this shall be done through NTA's Claims Management System and in accordance with the timelines determined in NTA's procedures and in the agreements with the various entities.
- 3.6.4. The Consulting Company shall assist in centralizing and presenting the material to NTA and to the competent committees, assist in identifying and collecting deviations by the Operator or Contractors from the provisions of the Contract, in preparing counterclaims, and in handling the contractual, legal, and professional review process with the Engineering Changes Department and the relevant project entities, for the purpose of performing financial assessments (Changes, additions, milestones, Liquidated Damages), and shall assist in implementing NTA's or the competent committees' decisions.
- 3.6.5. The Consulting Company shall assist in accompanying, supporting, handling, advising, and supervising the feasibility, execution, and

realization of Changes in the operation of the Project and the Services provided thereunder and/or any part thereof. This assistance shall include, among other things, supervision, coordination, and accompaniment in all matters related to the work of the Operator, Contractors, and entities involved in ongoing operation, budget assessment, assessment of timelines for executing such Changes, and so forth.

- 3.6.6. The Consulting Company shall accompany, assist, and advise NTA's entities regarding the management of Change Orders, including: receiving requests for Change Orders from various Operators or Contractors, checking contractual entitlement, checking bills of quantities, pricing market prices, and managing information on the subject in accordance with NTA's procedures and the instructions of the relevant entities at NTA.
- 3.6.7. The Consulting Company shall provide an initial assessment for each claim received from the Contractors/Operators, both in terms of cost and time, and shall submit to NTA a recommendation for the optimal course of action regarding the claim.
- 3.6.8. The Consulting Company shall ensure coordination and integration between the various responses in the different Projects, verify a uniform response, identify recurring Claims/demands and failures, and recommend a professional solution, as required by NTA.
- 3.6.9. The Consulting Company shall accompany, assist, and advise NTA in legal and quasi-legal proceedings related to the Project in the operational field, whether NTA is managing them or is involved in them. These proceedings shall include reference to the Operator, Contractors, Consultants, and/or any Third Party involved in the Project, and particularly in any matter concerning the operation of the Line, its establishment, and its systems. In this context, the Consulting Company shall be required to review all relevant legal and engineering documents, provide affidavits, appear in legal and quasi-legal proceedings to give testimony, participate in preliminary meetings and discussions, and also prepare expert opinions and give testimonies, as required, until the expiration of the relevant statutes of limitations for Claims, even after the expiration of the Engagement Period between NTA and the Consulting Company, if the Consulting Company has been replaced. For the avoidance of doubt, this undertaking to assist in legal proceedings shall also apply to all Team Members on behalf of the Consulting Company, and shall be stipulated in the employment or Services agreements signed

between the Consulting Company and its Team Members, as required by NTA.

3.6.10. This undertaking constitutes an integral part of the Consideration agreed upon in the Agreement, and does not entitle the Consulting Company to any additional payment or compensation beyond what is stated in the Agreement, until the end of the Engagement Period. For such Services provided after the end of the Engagement Period, NTA shall be entitled, at its sole discretion, to decide that the Consulting Company shall be entitled to an hourly consideration in accordance with the Hourly Rate stipulated in NTA's procedure for engagements with Consultants, Experts, and service providers, or alternatively, to decide that the Change Order and Claims Manager on behalf of the Consulting Company shall continue to provide NTA with the Services in accordance with the Consideration stipulated in the Agreement even after the end of the Engagement Period.

3.6.11. The provisions of this section shall apply to the Consulting Company, the International Company, and each of the Management Services Team Members and Experts operating under this Agreement. The Consulting Company is responsible for incorporating this matter into the agreements to be signed between it and the other Team Members (including the International Company).

4. Language of Conduct

It is clarified that all Services required under this Appendix and the Agreement will be managed in the Hebrew language. This includes documents, guidelines, clarifications, reports, and instructions that will be exchanged or provided within the framework of the Services or in connection therewith, between the Consulting Company and NTA Representative. Notwithstanding the foregoing, it is clarified that the Consulting Company must be prepared for the possibility that the conduct involved in providing the Services may also be carried out in professional English, if required.

5. Place of Service Provision

5.1. The Management Team Members will be required to provide the Services at NTA Offices and/or in their vicinity and/or at NTA facilities and/or on the Consulting Company's premises and/or at any other location NTA may direct during the Engagement Period. However, it is clarified that NTA reserves the right, during the Engagement Period, to update the place of service provision (to change and/or add and/or subtract, as appropriate), all at its sole discretion and without the Consulting Company being entitled to additional Payment for this, and without derogating from the Consulting Company's responsibility to pay its Team

Members all payments due to them by Law, including those added as a result of a change in the place of service performance.

Without derogating from the foregoing, it is clarified that NTA shall be entitled to demand the provision of the Services near NTA Offices. Should this demand require the Consulting Company to lease additional office space, an additional Consideration will be added to the Consulting Company on a back-to-back basis, subject to the submission of relevant documents/proof and in accordance with NTA's sole discretion and the payment provisions stipulated in this Agreement. This amount shall not bear Linkage Differentials. Should NTA determine that the Services will be provided by the Management Team Members near NTA Offices, it will notify the Consulting Company 30 days in advance, and the Consulting Company must prepare for this with all its implications and associated requirements.

- 5.2. NTA shall be entitled, at its sole discretion, to provide the Consulting Company with equipment required by the Management Team Members for the performance of the Services, or alternatively, shall be entitled to instruct the Consulting Company to provide the Management Team Members with auxiliary means, software, and dedicated equipment for the performance of the Services. It is clarified that, should the Company choose to provide equipment on its behalf for the purpose of providing the Services, the Consulting Company shall be responsible for any Damages caused to such equipment, as detailed in the Agreement.
- 5.3. For the avoidance of doubt, it is clarified that the Consulting Company will not be required to pay NTA any payment for Services provided by the Management Team Members at NTA offices.

Appendix B – Team Members

1. General

- 1.1. All terms appearing in this Appendix shall have the meaning assigned to them in the Agreement, unless expressly stated otherwise.
- 1.2. This Appendix defines the Team Members to be employed by the Consulting Company and/or the International Company throughout the Engagement Period, and the mandatory requirements for them.
- 1.3. The provisions of this Appendix are in addition to the provisions of the Agreement and any requirement or condition detailed in the Tender Documents regarding the Consulting Company and anyone on its behalf.
- 1.4. It is clarified and emphasized that the list of Team Members detailed in this Appendix constitutes a minimum requirement for providing the Services to NTA. The following detail does not exhaust all types and scopes of personnel, professionals, and other resources that will be required from the Consulting Company for the provision of the Services subject to this Agreement with NTA.
- 1.5. Any qualification/experience requirement detailed in the Tender Documents regarding any of the Team Members shall be counted from the date of obtaining the relevant degree/certification, unless expressly stated otherwise.

2. Management Services Team

- 2.1. During the Engagement Period, the Consulting Company shall provide NTA with a dedicated Management Services Team, which will provide the Services ("**Management Services Team**"), in accordance with the progress of the projects, NTA's needs, and NTA's instructions and sole discretion, including adding, reducing, or changing the composition of the team, all in accordance with NTA's requirements from time to time and the provisions of the Agreement.
- 2.2. The Management Services Team will be required to be thoroughly familiar with all details of the project, its components, stages, and aspects. It is clarified that **all Management Services Team Role Holders will provide the Services from Israel and on a full-time basis.**
- 2.3. The Management Services Team will include, at a minimum, the following Team Members:
 - 2.3.1. **General Team Manager**

The General Team Manager is the Team Manager approved by NTA within the framework of the Tender, and will lead all the works and Services provided by the Consulting Company, including managing and operating the Management Services Team and supervising the optimal performance of tasks. The General Team Manager will be a contact person for the purpose of this Agreement, will integrate all handling of the Agreement with NTA, will centralize the information, documents, and activity related to the Agreement, will supervise the performance of the Services and the implementation of all the Consulting Company's undertakings related thereto. The General Team Manager will cooperate and maintain direct contact with NTA Representative at all times and in all matters related to the professional performance of the Services, and will also be the exclusive coordinator between the parties and/or anyone on their behalf regarding the actual professional performance of the Services.

2.3.2. Red Line Team Leader

The Red Line Team Leader will lead all the works and Services provided by the Consulting Company in the Red Line Project. This includes managing and operating the team of Employees providing Services within The Red Line and supervising the optimal provision of Services. The mandatory requirements for the Red Line Team Leader are:

2.3.2.1. Local employee with Israeli citizenship;

2.3.2.2. Fluent in professional English;

2.3.2.3. Full command of the Hebrew language;

2.3.2.4. At least 3 years of experience in operations and maintenance management of large and complex, multi-disciplinary systems, managing interrelationships between operational entities and maintenance and technical support entities, as well as in contract management and integration between entities that together serve in the operation and maintenance of a project.

2.3.3. Contracts Manager

During the commercial operation phases, the Contracts Manager will assist in the management of the engagement contracts of the operator and the maintainers, verifying compliance with the terms of the contract, and ensuring full coordination between all parties to all contracts. In addition, they will assist in managing the relationship between the operator and all entities involved in the execution of the contract. During the establishment phases, the Contracts Manager will assist the

Project Manager in accompanying the process of managing the operator and the franchisee during establishment, learning the engagement contracts with them, and documenting the decisions made. Mandatory requirements for the Contracts Manager are:

2.3.3.1. A local employee with Israeli citizenship;

2.3.3.2. Fluent in professional English;

2.3.3.3. Full command of the Hebrew language;

2.3.3.4. At least 3 years of experience in contract management and contractual requirements, in managing contracts that interface with each other, in managing large contracts (multi-year, hundreds of millions), and in managing contractual requirements, deliverables, milestones, verification, and validation.

2.3.4. Budget and Payments Manager

The Budget and Payments Manager will assist in supervising the project budget, reviewing submitted invoices, recommending approval or rejection, and continuously reporting on the balance of payments. Mandatory requirements for the Budget and Payments Manager are:

2.3.4.1. A local employee with Israeli citizenship;

2.3.4.2. Fluent in professional English;

2.3.4.3. Full command of the Hebrew language;

2.3.4.4. At least 3 years of experience in managing, tracking, and controlling an operational budget, in accounts and payments management, and in supplier reconciliation.

2.3.5. Change Order and Claims Manager

The Change Order and Claims Manager will assist in handling change orders and claims arising from the operator and the various maintainers. Their role includes feasibility study and contractual entitlement, pricing review, and relevant information management. In addition, they will provide an initial assessment and recommend a course of action for handling. Mandatory requirements for the Change Order and Claims Manager are:

2.3.5.1. A local employee with Israeli citizenship;

- 2.3.5.2. Fluent in professional English;
- 2.3.5.3. Full command of the Hebrew language;
- 2.3.5.4. At least 3 years of experience in managing Change Orders and Claims, in Deviation Attribution processes, and in KPI Compliance Measurement and Control processes.

2.3.6. Document Manager

The Document Manager will perform Document Control on all incoming and outgoing Documents in the Project, including tracking responses to document submissions, all through NTA's Document Management System. Mandatory requirements for the Document Manager:

- 2.3.6.1. A local employee with Israeli citizenship;
- 2.3.6.2. Fluent in professional English;
- 2.3.6.3. Full command of the Hebrew language;
- 2.3.6.4. At least 3 years of experience in Document Control, including control over responses to documents.

2.3.7. Professional Consulting Team Leader

The Professional Consulting Team Leader is the Professional Consulting Team Leader on behalf of the International Company, approved by NTA within the framework of the Tender, and will provide Consulting Services to NTA in the Railway Operations Field and lead the full range of Consulting Services provided by the International Company, which was approved by NTA within the framework of the Tender. This includes managing and operating the Team of Experts and supervising the optimal provision of the Services. For the avoidance of doubt, it is clarified that the Professional Consulting Team Leader will be employed by the International Company and that the Consulting Company will be entitled only to the Monthly Retainer Fee (as defined in the Agreement) for their Services, and no separate or additional payment will be made for their Services in the Railway Operations Field.

2.3.8. Team Leader – Green Line (Optional Scope)

The Team Leader of the Green Line will lead the full range of works and Services provided by the Consulting Company in the Green Line Project. This includes

managing and operating the team of Employees providing Services within the Green Line and supervising the optimal provision of the Services. Mandatory requirements for the Green Line Team Leader:

- 2.3.8.1. A local employee with Israeli citizenship;
- 2.3.8.2. Fluent in professional English;
- 2.3.8.3. Full command of the Hebrew language;
- 2.3.8.4. At least 3 years of experience in Operations and Maintenance Management of Large and Complex Systems, Multi-disciplinary, managing Interrelationships between Operational Entities and Maintenance and Technical Support Entities, and in Contract Management and Integration between Entities that together serve in the operation and maintenance of a project.

2.3.9. Team Leader – Purple Line (Optional Scope)

The Team Leader of the Purple Line will lead the full range of works and Services provided by the Consulting Company in the Purple Line Project. This includes managing and operating the team of Employees providing Services within the Purple Line and supervising the optimal provision of the Services. Mandatory requirements for the Purple Line Team Leader:

- 2.3.9.1. A local employee with Israeli citizenship;
- 2.3.9.2. Fluent in professional English;
- 2.3.9.3. Full command of the Hebrew language;
- 2.3.9.4. At least 3 years of experience in operations and maintenance management of large and complex multi-disciplinary systems, managing interrelationships between operational entities and maintenance and technical support entities, and in contract management and integration between entities that collectively contribute to the operation and maintenance of a project.

2.3.10. Interface Manager (Optional Scope)

The Interface Manager will assist in learning the Engagement Contracts, receiving Documentation of Decisions, and converting them into processes (procedures and

work routines) that will be continuously integrated into the Operational Phase. Mandatory requirements for the Interface Manager are:

2.3.10.1. A local employee with Israeli citizenship;

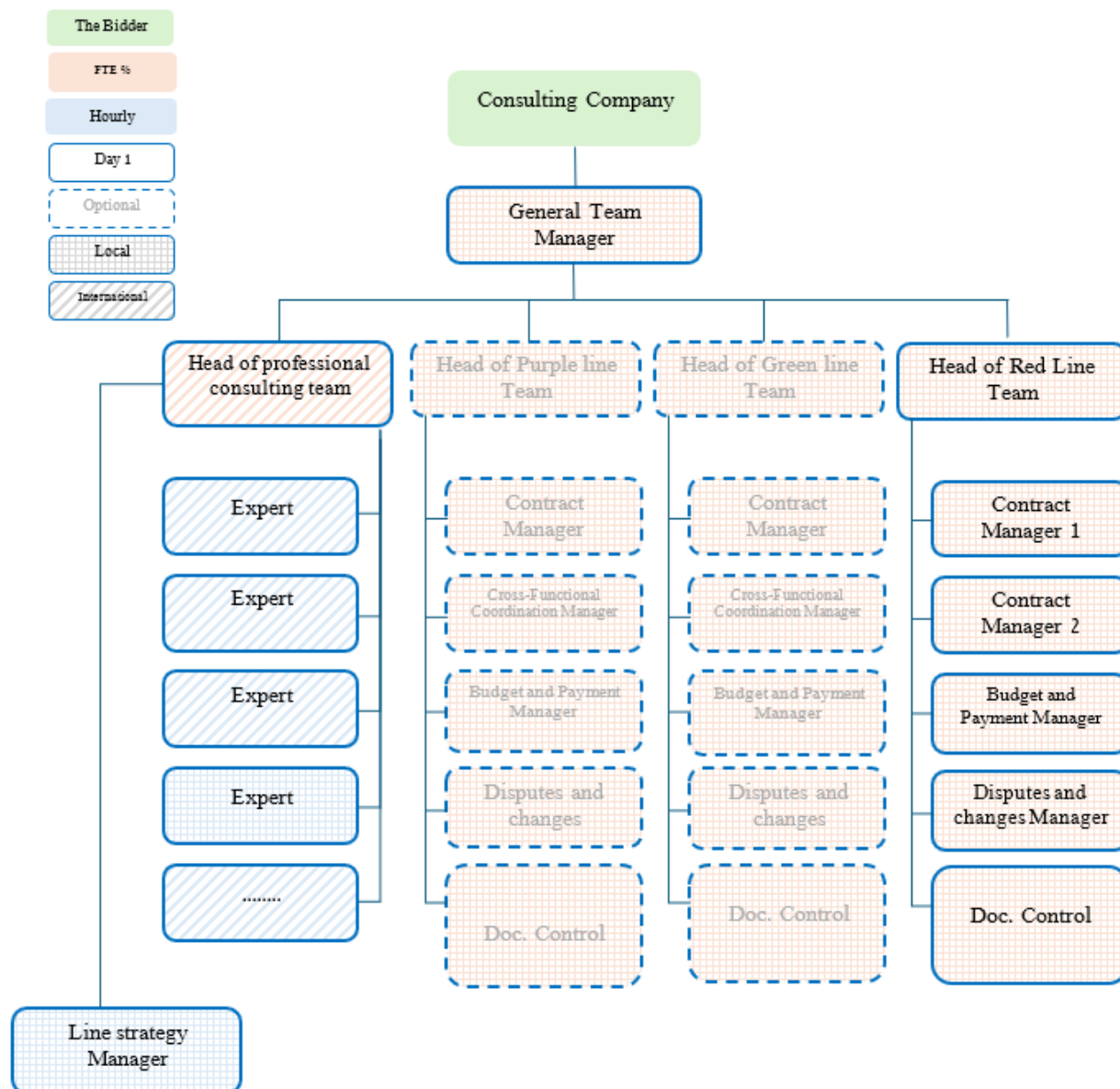
2.3.10.2. Fluent in professional English;

2.3.10.3. Full command of the Hebrew language;

2.3.10.4. At least 3 years of experience in interface management within systems involving work interfaces (operation/maintenance/service/safety) between different suppliers in the same project, and in interface management between the Operator and the Maintainers, and among the Maintainers themselves.

2.4. Organizational Structure

For illustrative purposes, an Organizational Structure of the Consulting Company is attached:



- 2.5. The Consulting Company will be required to provide all the office holders detailed below, **starting from the date of signing the Contract** (Day 1): General Team Manager, Red Line Team Leader, Professional Consulting Team Leader, two Contracts Managers, Budget and Payments Manager, Change Order and Claims Manager, Document Controller, Network Strategy Manager, and Experts in each of the fields detailed in Section 3.3 below.

The remaining office holders will be made available to NTA in accordance with the provisions of the Agreement. It is clarified that this structure and the scope of employment may change, increase, or decrease, according to NTA's instructions and its changing needs during the Engagement Period.

For the avoidance of doubt, it is explicitly clarified that the timing of the provision of the Management Services Team Members, their scope, and composition, will be adjusted from time to time to the progress of the various Projects and NTA's needs, at its sole discretion. It is clarified that should Projects, stages, or changes in the organizational structure or NTA's needs be added, including the implementation of the Optional Scope by NTA, the Consulting Company will adjust the team according to NTA's instructions, including changes in the composition, size, scope of employment, or roles of the team, all according to NTA's demand and the provisions of the Agreement.

3. The Team of Experts

- 3.1. During the Engagement Period, the Consulting Company will provide NTA with a Team of Experts, who will be engaged in providing the Services ("**the Team of Experts**" and/or "**the Expert/s**"), according to the progress of the Projects, NTA's needs, and its instructions and sole discretion, including adding, reducing or changing the composition of the team, all in accordance with NTA's requirements from time to time and the provisions of the Agreement.
- 3.2. The Team of Experts shall include experts with expertise in the disciplines required for the planning, establishment, operation, and maintenance of UGT systems, as defined in Israeli Standard 5350, and as required for the Light Rail and Metro Lines.
- 3.3. Each of the experts, including the Professional Consulting Team Leader, shall possess at least five (5) years of practical experience in the relevant field of expertise within a Metro, Light Rail, or Heavy Rail type project (or a combination thereof), according to the list of expertise areas detailed below:
 - 3.3.1. Operation and maintenance of rolling stock;
 - 3.3.2. Operation and maintenance of signaling system;
 - 3.3.3. Operation and maintenance of track;
 - 3.3.4. Railway KPI management;
 - 3.3.5. Railway electrification;
 - 3.3.6. Communication systems;
 - 3.3.7. RAM;
 - 3.3.8. Ticketing;
 - 3.3.9. CRM;

3.3.10. Railway safety;

3.3.11. Platform Screen Doors.

- 3.4. Without derogating from the foregoing, the expert in the field of Ticketing and the expert in the field of CRM shall be Local Employees with Israeli Citizenship, fluent in professional English at a high level, and possess full command of the Hebrew Language.
- 3.5. In addition, the Team of Experts shall include the Network Strategy Manager on behalf of the International Company, who shall provide Consulting Services to NTA in the field of formulating long-term policy and strategy for the operation and maintenance of the Light Rail (LRT) and Metro Network in Gush Dan. The mandatory requirements for the Network Strategy Manager are: a Local Employee with Israeli Citizenship; fluent in professional English at a high level; with full command of the Hebrew Language; and with at least five (5) years of experience in a strategy management role in a railway mass transit network and in formulating policy and strategy also with regard to other railway networks.
- 3.6. All experts, including the Professional Consulting Team Leader, shall be employed solely through the International Company, which shall be responsible for their professional activities, without derogating from the overall responsibility of the Consulting Company. The expert in the field of Ticketing and the expert in the field of CRM (in addition to the Professional Consulting Team Leader and the Network Strategy Manager) are required to **provide the Services from Israel**. The other experts shall be permitted to provide the Services from Israel or outside Israel, unless their physical presence in Israel is required, at NTA's discretion.
- 3.7. For the avoidance of doubt, it is explicitly clarified that the timing of the provision of the Team of Experts, their scope, and composition shall be adjusted from time to time to the progress of the various Projects and NTA's needs, at its sole discretion. NTA may request the addition of experts in other fields, as required, for issues that arise during the operation of the Light Rail and during the planning and establishment of the additional Light Rail Lines and the Metro, and the Consulting Company must provide these experts upon its request, all in accordance with the provisions of the Agreement.