

Attachment H

Non-Disclosure Undertaking

Date: _____

To:

Israel Railways Ltd.
Yoseftal 1, Lod
7136801, Israel

Non-Disclosure Undertaking

Whereas _____ ("**Bidder**") has been invited to submit a Bid to Israel Railways Ltd. ("**ISR**") in Tender No. 41901 ("**Tender**") for Development, Supply, Installation, Implementation, Testing, Qualification, Support, Warranty and Maintenance of Train Traffic Simulator for ISR's Traffic Controllers; and

Whereas, in connection with the Tender and/or the Project, Bidder may have access and/or be exposed to, sensitive information relating *inter alia* to ISR, a state-owned entity responsible for national mass transportation, and to a major national infrastructure project with strategic and security implications;

Therefore, as a condition to the disclosure of any information by ISR, Bidder hereby undertakes and agrees as follows:

1. For the purpose of this Undertaking, "**Confidential Information**" shall mean any information of, or in connection with, ISR and/or any third party, disclosed by ISR to Bidder or that Bidder has access to or becomes aware of, in whatever form or media, whether in writing, orally, in graphic, electronic, or electromagnetic form or otherwise, prior or after the execution of this Undertaking, in connection with ISR and/or the Tender and/or the Project and/or ISR's sites and premises and/or other contractors and/or projects of ISR, including but without limitation administrative, technical, professional, financial and commercial information, track diagrams, locations of facilities, addresses, operational data and information, information regarding the content of the works and/or the services, technical descriptions, know-how, discoveries, processes, research, developments, designs, specifications, characteristics, studies, computer programs and formulae, books, software, product concepts, plans, methods, reports, recommendations, correspondence, data and information regarding quantities and/or quality and/or prices and/or pricing of raw materials, products and/or other materials and/or equipment in use by ISR, information about employees, officers, suppliers, licensors, licensees, customers, contractors and other persons and entities with whom ISR does business or has cooperative relationships or other business relationships, and any of their products or services, and all other such data and information that is otherwise disclosed or become known to Bidder and/or is developed or

produced by Bidder in connection with ISR and/or the Project.

2. Bidder undertakes not to use the Confidential Information for any purposes whatsoever except the purpose of submitting its Bid, and in the event of Bidder being the Winning Bidder, except in the performance of its obligations under the Agreement to be signed with ISR (the "**Purpose**") and not to sell, grant, make available to, or otherwise allow the use, directly or indirectly, of the Confidential Information by any third party.
3. Bidder will not disclose, publish, or disseminate Confidential Information to any third party, directly or indirectly, unless expressly authorized in writing by ISR, and Bidder agrees to take all necessary precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the Confidential Information. Bidder will limit disclosure, access to and awareness, of the Confidential Information only to its Affiliates, employees, consultants and subcontractors who (i) have a need to know such Confidential Information for the Purpose; (ii) have been advised of Bidder's obligations hereunder; and (iii) have either signed a confidentiality undertaking towards ISR in a form satisfactory to ISR or are demonstrably bound to such confidentiality as a matter of law, contract or professional ethics (such Affiliates, employees, consultants and subcontractors, collectively - "**Authorized Representatives**"). Bidder shall provide ISR with a copy of such undertakings signed by the Authorized Representatives upon ISR's first request. In any event, Bidder shall remain fully responsible and liable for any act or omission by any of its Authorized Representatives in connection with the Confidential Information.
4. Bidder undertakes to immediately report to ISR any unauthorized disclosure (or suspected disclosure) of Confidential Information, and to fully cooperate with ISR in any action that will be taken by ISR in connection therewith.
5. Bidder undertakes to participate and to fully cooperate with ISR in any investigation, enquiry and proceedings conducted by ISR or on its behalf in connection with unauthorized use and/or disclosure of Confidential Information, at any time and at any place as may be requested by ISR.
6. If Bidder is required to disclose the Confidential Information or any part thereof to a tribunal or to a governmental or regulatory agency, Bidder will immediately notify ISR in writing, in order to allow ISR to obtain protective orders maintaining the confidentiality of such Confidential Information. To the extent allowed under the applicable laws, such notification shall be provided prior to such disclosure. To the extent that ISR shall not be able to prevent such disclosure, Bidder shall only disclose such part of the Confidential Information which disclosure is expressly required as per the above.
7. In the event that Bidder is not the Winning Bidder then Bidder shall at the first request of ISR, promptly return to ISR any document or other material in any form in its possession relating to the Confidential Information and all copies thereof (or, at ISR's request, destroy them), and certify such return and/or destruction in writing to ISR.
8. ISR exclusively reserves and retains all rights it may have under copyright, patent, trade secret and other laws protecting intellectual property and proprietary rights with respect to the Confidential Information, whether these rights are or may be registered or not, and no license, assignment, transfer or

similar right is granted under this Undertaking.

9. Bidder acknowledges that a breach of this Undertaking will cause ISR extensive and irreparable harm and damage, and agrees that ISR shall be entitled to injunctive relief to prevent use or disclosure of the Confidential Information, in addition to any other remedy available to ISR under applicable law.
10. Bidder acknowledges that Section 118 of the Israeli Penal Law 5737 – 1977 applies to the provisions of this Undertaking.
11. Bidder's obligations under this Undertaking shall apply indefinitely. Bidder shall be responsible towards ISR for all losses, damages, or harm of any kind caused to ISR or anyone acting on behalf of ISR, due to breach of this Undertaking by Bidder and/or any Authorized Representative.
12. This Undertaking shall be governed by and construed in accordance with the laws of the State of Israel, excluding its choice of law and conflicts of law rules, and the competent courts in Tel-Aviv, Israel, shall have sole and exclusive jurisdiction over every dispute arising from, or in connection with this Undertaking. However, ISR shall be entitled to seek remedies through the competent courts of any jurisdiction in order to protect its rights under this Undertaking. If any provision of this Undertaking is invalid or unenforceable, the remainder of this Undertaking shall remain in full force and effect.

IN WITNESS WHEREOF, Bidder has signed and executed this Undertaking as of the date first written above.

BIDDER:

By: _____

Title: _____