

Affidavit of the Subcontractor proposed on behalf of the Bidder

For the purpose of proving compliance with the threshold conditions of the Tender terms booklet and for the purpose of quality scoring

I, the undersigned, Mr. _____, the bearer of the ID number _____, after being warned that I must declare the truth and that I will be liable to the penalties prescribed by law if I do not do so, hereby declare in writing as follows:

1. I serve as _____ in _____, Corporation No. _____ (hereinafter: the "**Subcontractor**") and I have been duly authorized by the Subcontractor to sign this affidavit in support of the proposal of the Bidder _____, Company No. _____ (hereinafter: the "**Bidder**") for an E-tender (online) No. 80/25 for the provision of services for integration, planning and execution of a connected vehicle test using V2X technology for Ayalon Highway Ltd. (hereinafter: the "**Tender**" and the "**Company**").

2. The Subcontractor is a corporation (company or partnership) or a licensed dealer, which is legally registered in the country of _____ *[must be filled]*.

*** Attached is the Subcontractor's certificate of incorporation.**

3. *[Delete if not relevant]* **Clause 2.4 of the Tender terms booklet** – the Subcontractor has experience in providing planning, installation, operation and maintenance services of Communication Infrastructures in at least three projects, at least two of which were carried out in Israel, when –

3.1 The financial scope of the communications components (only) in at least two of the projects is NIS 2.5 million (excluding VAT) in each of them.

3.2 At least one of the projects included the deployment of wireless Communication Infrastructures in an Urban Space with a scope of at least 20 transmission points (base stations/access points).

3.3 Each of the projects was delivered to the client no earlier than January 1, 2020.

*** See details in Table A below**

4. *[Delete if not relevant]* **Clause 2.5 of the Tender terms booklet** - The Subcontractor has developed V2X Technology Communication Network Products, which have been implemented and operated for at least 6 months, in one project in Israel or abroad, and which:

4.1 Integrate at least 30 vehicles linked via an OBU component and at least 10 infrastructure facilities linked via an RSU component along roads, using V2X Technology.

4.2 The Financial Scope of the V2X Technology Communication Network Products in the project is at least NIS 750,000 (excluding VAT).

It is clarified that it is required that the Subcontractor developed the V2X Technology Communication Network Products himself.

*** See details in Table B below**

5. Definitions relevant for the purpose of this affidavit:

5.1 **"Communication Infrastructures"**: computer and communication systems that include at least one of the following components:

- A system used to provide command and/or control services in the field of transportation (such as a traffic light management system, a traffic management control system on roads and tunnels, etc.).
- A system used to manage the operation, maintenance, and control of fixed and mobile field components of vehicle fleets or similar motorized means (mechanical engineering equipment, agricultural equipment, public transportation, maritime transportation, air transportation, etc.).
- An integrated and synchronized system with municipal or national transportation management and control systems (toll roads, analytics cameras, electronic signage, etc.).
- A wireless communication network that includes outdoor transmission points such as a public network or an urban network.
- Any other system that will be approved by the Company as part of the clarification process in the Tender.

5.2 **"Urban Space"**: A built-up area within the boundaries of a local authority, where there is pedestrian activity, bus stops, commercial areas, combined traffic of public transportation, private vehicles, and "soft" vehicles such as bicycles and scooters.

5.3 **"V2X Technology"**: A technology that has been developed, implemented and operated in accordance with the V2X architecture of the 3GPP in accordance with TS23.285 (C-V2X) and its derivatives as specified in Section 41.1 of Chapter C of the Specifications while implementing the PC5 interface.

5.4 **"V2X Technology Communication Network Products"**: V2X network key communication components: V2X-OBUs, V2X-RSUs, and network core components of V2X Technology as defined above.

6. Is the Subcontractor an V2X component hardware manufacturer? ☐ Yes ☐ No *[the relevant alternative should be marked with **an X**]. If the answer is yes - the details of the components manufactured by the manufacturer, including relevant references, should be attached.*

7. In relation to all the projects detailed in Table A/B below, we have attached to the proposal the required references as stated in clause 4.1.4 to the Tender terms booklet.
8. If the Bidder is declared the winner of the Tender, the Subcontractor undertakes to perform the services related to its area of expertise (hereinafter in this affidavit, the "**Services**"), including compliance with the information security guidelines in the Agreement in connection with the Services, in a professional manner, in accordance with the Company's requirements, the terms of the Tender documents and the Bidder's proposal and its appendices, during the entire period of the Company's engagement with the Bidder (as necessary).
9. I declare that the Subcontractor carefully read the Tender documents and their appendices, including receiving legal advice from procured by the Subcontractor.
10. I am aware that the performance of the Services by the Subcontractor is subject to the signing of this document and the fulfillment of all the requirements of the Tender.
11. I confirm that the Company has no obligation to the Subcontractor, and I am aware that the Bidder will be required to compensate the Company immediately upon its first demand for any expense or payment that the Company was forced to incur due to the act or omission of the Subcontractor or anyone on its behalf.
12. The agreement between the Bidder and the Subcontractor will be an agreement for the benefit of a third party – the Company.
13. The Bidder and the Subcontractor agree that if the Company cancels the engagement Agreement with the Bidder for any reason, the Company may require the Bidder to assign to it its agreement with the Subcontractor. Alternatively, the Company may require the Subcontractor to engage with it directly, or require that it contract with an alternative supplier chosen by the Company, where the terms of that agreement will not be worse for the Company than the agreement signed between the Bidder and the Subcontractor.
14. **Attached** is a declaration of confidentiality signed by the Subcontractor as an appendix to this affidavit. If the Bidder is declared the winner of the Tender, then the Subcontractor undertakes that such document will be signed by anyone on its behalf who will be involved in the provision of the Services.
15. This affidavit will be valid throughout the engagement period.

Signature of the Subcontractor

Attorney's Approval

I the undersigned _____, Attorney at Law, from _____ street, hereby affirm that on the date _____ appeared before me in my office Mr./Mrs. _____, authorized to sign on behalf of the Subcontractor, and identified by means of an identity card no. _____, and after warning him/her to declare the truth and that he/she will be subject to penalties prescribed by law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.

Attorney's Signature and Stamp

I agree with all of the above:

The Bidder's Signature

Table A – For the purpose of proving compliance with the threshold conditions 2.4 and quality scoring criteria #1-2

[To be filled out by the Subcontractor through which the Bidder is presenting his compliance with threshold conditions 2.4]

N u m b e r	Client Name	Project Name and Location	Did the Subcontractor provide services for the planning, installation, operation and maintenance of Communication n Infrastructures in this project?	Details of the communication components (only) in the project and their financial scope <i>[The components of the communications, their quantity, and their financial scope must be at least NIS 2.5 million in order to meet the threshold condition. A separate document can be attached for details]</i>	Did the project include the deployment of <u>wireless</u> Communication Infrastructure in an Urban Space with at least 20 transmission points?	Length of the route <i>[For quality scoring criterion #1]</i>	Did the project include engineering coordination with the Road Sign Authority? <i>[For quality scoring criterion #2]</i>	The date of delivery of the project to the client (Month /Year)	Customer contact details (name, role, and mobile phone (number

1.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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2.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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3.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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5.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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6.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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8.		Project Name: _____ Urban Space: <input type="checkbox"/> No <input type="checkbox"/> Yes - Local Authority Boundaries: _____	<input type="checkbox"/> Planning <input type="checkbox"/> Installation <input type="checkbox"/> Operating <input type="checkbox"/> Maintenance	Financial Scope Total Financial Scope: _____	Quantity 	Component 	<input type="checkbox"/> No <input type="checkbox"/> Yes. Number of transmission points: _____ Length of the deployment route: _____ km Was the wireless solution integrated into a transportation vehicle? <input type="checkbox"/> No <input type="checkbox"/> Yes. Transportation vehicle: _____		<input type="checkbox"/> No <input type="checkbox"/> Yes Road Signage Authority: _____		
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Table B – For the purpose of proving compliance with threshold condition 2.5 and scoring quality criteria #4-5

[To be filled out by the Subcontractor through which the Bidder is presenting his compliance with threshold condition 2.5]

N u m b e r	Client Name	Project Name and Location	Did the Subcontract or <u>himself</u> develop the V2X Technology Communica tion Network Products that were implemente d and operated in the project?	Was the V2X Technology developed by the Subcontrac tor implemente d and activated in the project?	Number of vehicles linked via an OBU component and number of infrastructure facilities linked via an RSU component along roads, integrated into the V2X Technology project	Details of V2X Communication Technology Network Products in the project and their financial scope <i>[The components of the V2X equipment, their quantity, and their financial scope must be at least NIS 750,000 in order to meet the threshold condition. A separate document can be attached for details]</i>	Did the project include one of the following modules? <i>[The relevant modules should be marked with an X]</i>	Customer contact details (name, role, and mobile phone number)

1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: Month/Year _____ to Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety	
					Number of infrastructure facilities linked via an RSU component: _____					
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center					
						Total Financial Scope: _____				

.2			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety
					Number of infrastructure facilities linked via an RSU component: _____				
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____	

.3			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety	
					Number of infrastructure facilities linked via an RSU component: _____					
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____		

.4			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety	
					Number of infrastructure facilities linked via an RSU component: _____ Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center					
						Total Financial Scope: _____				

.5			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety	
					Number of infrastructure facilities linked via an RSU component: _____					
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____		

.6			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety	
					Number of infrastructure facilities linked via an RSU component: _____					
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____		

.7			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year Month/Year <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety
					Number of infrastructure facilities linked via an RSU component: _____				
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____	

.8			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes. Operation: _____ to _____ Month/Year _____ <input type="checkbox"/> No	Number of vehicles linked via an OBU component: _____	Financial Scope	Quantity	Component	<input type="checkbox"/> Pedestrian safety <input type="checkbox"/> Information to and from the bus station (with and without GNSS) <input type="checkbox"/> Traffic light preference <input type="checkbox"/> Information to and from Control Center (with and without GNSS) <input type="checkbox"/> Inter-vehicle safety
					Number of infrastructure facilities linked via an RSU component: _____				
					Alternatively: <input type="checkbox"/> Experiment performed in _____ a laboratory/experiment center			Total Financial Scope: _____	

Appendix A to Appendix 7A

To
Ayalon Highways Company Ltd.

Re: Subcontractor's Obligation to Maintain Confidentiality

I/we the undersigned, _____, ID card./Company no. _____, hereby declares to Ayalon Highways Company Ltd. (hereinafter: the "**Company**"), that I am aware that for my role as a Subcontractor of the Bidder _____ company no. _____ (if it wins the tender) for the provision of services for integration, planning and execution of a connected vehicle test using V2X technology (hereinafter: the "**Services**"), it will be disclosed to me/us and/or will come to my/our attention information of the Company, and that I/we am/are aware that the information is one of the Company's main and most essential assets, as the case may be.

In this letter of undertaking, the term "**information**" means any information and any data about the Company and/or in connection with it and/or located in its offices and/or related to it and/or its projects and/or its customers and/or employees and/or third parties with whom the Company has business or other relationships, including any information related to the Company's business, including and without derogating from the generality of the aforesaid, documents and/or databases and/or computer programs and/or formulas and/or ideas and/or business plans and/or reports and/or estimates and/or bills of quantities and/or calculations and/or documents, all in any media, whether written or oral, or in magnetic or optical media or in any other way, and except (1) information that is in the public domain at the time of signing this agreement, or becomes in the public domain thereafter, provided that if the information becomes in the public domain after the date of signing this agreement, this has occurred not through the service provider or anyone on its behalf, directly or indirectly, by act or omission or by way of tacit consent; (2) information that was known to the Service Provider prior to its receipt by the Company, and without a breach of any party's confidentiality obligation; (3) information provided to the Service Provider from a third party that is not due to a breach of the agreement and the recipient of the information is not subject to an obligation to maintain confidentiality towards that third party; (4) information whose disclosure is required by law and the claim of confidentiality in respect of it was not received by the body authorized to do so.

Therefore, I/we declare and warrant to the Company as follows:

1. To maintain absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or entity, including the Company's employees, for whom the information is not necessary for the purpose of fulfilling their duties, any information that has come and/or will come to my possession orally, in writing and/or in any form and/or in any other media, in the course of performing our duties and providing the services, whether directly or indirectly, including information created by us and/or information obtained by us from others directly or indirectly related to the Company.
2. Not to provide and/or transfer, directly or indirectly, to any person and/or entity any material, document, floppy disk and/or information, as defined above, and not

to make, directly or indirectly, any use of the information, in whole or in part, including duplication, production, sale, transfer, distribution, modification, copying and/or imitation, except for the use required for the performance of its functions and the provision of the services, with the Company's consent and for its benefit only.

3. To provide the Company with any material and/or information found in my possession and/or control, related to the performance of my duties and the provision of the Services and/or created during the performance of my duties and the provision of the Services, immediately upon the Company's first demand, as well as in any case of termination of my duties, and regardless of the reason for termination of my duties as aforesaid, immediately upon giving notice of termination of my duties. If and to the extent The Company's prior written consent will be given to make copies of the information, in which case, I/we undertake to return to the Company any such copy or, in accordance with the Company's instructions, to destroy/shred all copies in my possession, immediately upon the Company's first demand.
4. I am aware that breach of my obligations under this undertaking, or any part thereof, may cause the Company and/or its related entities the most serious and irreversible damages for which monetary compensation will not constitute an adequate remedy and remedy, and therefore I agree that the Company will be entitled, in the event of a breach of any of my obligations under this undertaking, to request an authorized court to issue a temporary injunction and/or other injunctions against me in order to prevent and/or stop the violation.
5. Without derogating from the foregoing, I undertake to indemnify and indemnify the Company for any damage caused to it or to its affiliates, including loss and/or damage to goodwill as a result of the breach of any of my obligations under this undertaking, in addition to the right to take legal action against me under any law. In addition, I undertake that if I/we shall breach a provision of this letter of undertaking I/we will refund to the Company any amount I/we have received, if and to the extent I/we receive, for the performance of my duties.
6. I am aware that the information or part thereof constitutes information protected under the Protection of Privacy Law, 5741-1981, and that a breach of any of the obligations under this letter of undertaking may constitute a breach of the provisions of the aforementioned law.
7. If I/we am/are required by virtue of a legal obligation to present the information to any third party, I/we undertake to claim confidentiality, and also undertake to notify the Company of receipt of such a demand, immediately upon receipt of it, so that it will be able to argue against the provision of the information.
8. I/we am/are aware that my/our obligations under this undertaking do not detract from the application of any law and are irrevocable and are not limited in time, and they will remain in effect at any time from the date of signing this undertaking onwards, including even after the termination of the performance of my/our duties, for any reason whatsoever.

9. Without derogating from the aforesaid, I/we am/are aware that my/our undertakings as stated in this undertaking are a main principle of the engagement between me/us and the Company, and that in the event of a breach of my/our obligations under this letter of undertaking, it will be considered a fundamental breach of the engagement between me/us and the Company.
10. The jurisdiction with respect to this letter of undertaking will be given to the Israeli competent courts in the Central District only.

And in witness, I/we have signed below:

Date: _____

Name: _____

ID no./Company no.: _____

Signature: _____