

Updated Appendix B – Insurance

1. Without derogating from the Supplier's liability under this Agreement or under any law, the Supplier undertakes to arrange and maintain either by itself or through anyone on its behalf - at its own expense - for the entire ~~Agreement period~~Period of Engagement and as long as the Supplier is liable under this Agreement or under any law (in regard to professional liability or product liability insurance, for 3 additional years after the end of the Period of Engagement), the insurances specified in the Insurance Certificate, attached to this Agreement as **Appendix B1**, and constituting an integral part hereof (hereinafter: the "**Supplier's Insurances**" and the "**Insurance Certificate**" respectively), with a legally licensed insurance company in Israel or by a foreign insurer licensed to sell insurance in Israel with a minimum A.M. Best rating of A-VII or equivalent.

The Company may, at its sole discretion, accept an Insurance Certificate that does not exactly match the format attached as Appendix B1, provided that, such Insurance Certificate does not significantly limit the required insurance coverage.

- a. Employers' Liability - it is agreed that insofar as no employees are employed by the Supplier, the Employers' liability insurance paragraph may be struck out from the Insurance Certificate signed by the insurers.
 - b. Policy wordings - the Supplier must ensure that the "gross negligence exclusion" shall be cancelled in all Supplier's insurances (nothing in the aforementioned shall derogate from the insurers' rights under the law pursuant to the Insurance Contract Law, 5741-1981).
 - c. The Supplier agrees to carry and maintain in force at all times during the Period of Engagement and/or for the additional period as specified in paragraph 1 above - Workers' Compensation with limits as prescribed by applicable state law and/or National Insurance ("BITUACH LEUMI") as applicable and Employer's Liability (as long as the Supplier employs employees); Commercial General Liability or (Third Party Liability); Errors & Omissions Liability (Professional Indemnity) with limits of not less than specified in the Insurance Certificate.
 - d. Errors & Omissions Liability (Professional Indemnity) policy will include an extension to cyber risk for a sub limit of US\$ 2,000,000. Alternatively, it shall be permitted to procure a separate Cyber Insurance policy which includes a Tech Professional Liability (Tech E&O) extension with sublimit of US\$ 2,000,000 for Cyber.
2. Without need for any demand by the Company, the Supplier shall be obliged to provide the Company with the Insurance Certificate, signed by the insurer - before commencement of the provision of Services ~~and as a precondition for the contractual ties or any payment on account of the consideration~~. In addition, immediately at the end of the insurance period, the Supplier shall provide the Company with an updated Insurance Certificate, attesting to the renewal of the Supplier's insurances for an additional insurance period, and for each insurance period, as long as this Agreement is valid and/or for the additional period as specified in paragraph 1 above.

Whenever the Supplier's insurer informs the Company that any of the Supplier's insurances will be canceled or will be detrimentally changed, as noted at the end of the Insurance Certificate, the Supplier shall be obliged to arrange such insurance anew and to provide a new Insurance Certificate before the date of cancellation or detrimental change in the insurance as aforementioned.

3. It is clarified that the limits of liability required under the Supplier's insurances constitutes the minimum requirement imposed on the Supplier, which shall not derogate from any undertaking by the Supplier under the Agreement and/or under any law, and shall not exempt the Supplier from the full liability under this Agreement and/or the law, and the Supplier shall not have any allegation vis-à-vis the Company or whomsoever on behalf of the Company, in anything relating to the limits of liability as aforementioned.

4. The Company shall have the right, however, not the obligation, to examine the Insurance Certificate provided by the Supplier as aforementioned, and the Supplier shall be obliged to affect any changes, correction, adjustment or extension required in order to adjust the Supplier's insurances to the Supplier's undertakings under [this Agreement](#) [this Appendix B and Appendix B1](#).
5. It is hereby declared and agreed that the Company's right to conduct the inspection and demand the changes as aforementioned, shall not impose upon the Company or whomsoever on its behalf any duty or liability whatsoever regarding the Supplier's insurances, their quality, extent, and validity - or lack thereof - and same shall not derogate from any duty, which is imposed on the Supplier under this Agreement or under any law, and this whether or not changes were demanded as aforementioned, and whether the Insurance Certificate is examined or not.
6. The Supplier exempts the Company and whomsoever on its behalf and/or the Ministry of Transport of Israel and/or the State of Israel and/or the local authority in whose jurisdiction the works are performed from liability for any loss or damage to any property or equipment which is brought by the Supplier or by whomsoever on its behalf to the Company's premises and/or which is used for provision of the Services (including vehicles and mechanical engineering equipment), and the Supplier shall not have any allegation, demand or claim against the aforementioned in respect of loss and/or damage as aforementioned, provided that the exemption shall not apply vis-à-vis whomsoever causes the damage maliciously.
7. In addition, the Supplier shall be obliged to arrange the following insurances, itself or by whomsoever on its behalf: compulsory insurance as required by law for bodily injury due to use of [motor](#) vehicles; liability insurance for third party property due to use of vehicles up to NIS 400,000 per damage; comprehensive vehicle insurance and all risks insurance for mechanical engineering equipment.

Notwithstanding the aforementioned, the Supplier shall have the right not to arrange the property insurances (other than third party liability insurance) detailed in this paragraph, in part or in full, however, the exemption note in paragraph 6 above shall apply, as if the said insurances were arranged in full.
8. All the property insurances arranged by the Supplier [in respect of the agreement](#) shall include a paragraph regarding the insurer's waiver of the right of subrogation towards the Company and towards whomsoever on its behalf; the waiver of the right of subrogation as aforementioned shall not apply in favor of a person who causes the damage maliciously.
9. Without derogating from the any of the provisions of this Agreement regarding endorsement of the Agreement, in the event that the Services or any part thereof are provided by subcontractors on behalf of the Supplier, the Supplier shall ~~ensure-instruct that~~ the sub-contractors ~~to~~ arrange appropriate insurance policies in accordance with the nature and extent of the contractual obligation with them.

It is hereby clarified that the Supplier bears liability vis-à-vis the Company in regard to the full Services including Services provided or which are supposed to be provided by subcontractors.
10. **The insurance appendix constitutes one of the main parts of the Agreement and breach thereof constitutes a breach of the Agreement.** Notwithstanding the aforementioned, failure to provide the Insurance Certificate timeously, shall not constitute a fundamental violation, unless 10 days elapse from the date on which the Company requests Supplier in writing to provide the Insurance Certificate as aforementioned.
11. [Notwithstanding any other provision in this Appendix, as a general rule, in case of failure by the Supplier to arrange the insurances specified in this Agreement, the Company \(according to its decision\), may not consider it as a breach on the part of the Supplier, if not commercially available in the insurance market.](#)

Appendix B1 - INSURANCE CERTIFICATE

Certificate regarding Existence of Insurance						Certificate issue date (DD/MM/YYYY)			
This insurance certificate is a reference to the fact that the insured has a valid insurance policy, in accordance with the information specified in it. The information detailed in this certificate does not include all the terms of the policy and its exceptions. However, in the event of a conflict between the conditions specified in this approval and the conditions set forth in the insurance policy, what is stated in the insurance policy will prevail, except in the case where a condition in this approval benefits the certificate holder.									
Certificate Holder		Other Entities Certificate holder		Insured		Transaction type		Approval applicant's status	
Name: Ayalon Highways Company Ltd		Parent company and/or subsidiaries and /or related companies and/or the Ministry of Transport of Israel and/or the local authority in whose jurisdiction the works are performed		Name: The Supplier name and registration number		☐ Real Estate ☒ Services ☐ X Supply of products Supply, Integration, Operation and Maintenance of a MUTC (Metropolitan Urban Traffic Control) System		☐ Lessor ☐ Lessee ☐ Franchisee ☐ Sub-contractors ☒ Client ☐ Other: _____	
Company's No. 510536352		I.D. No. / Private Company No.		I.D. No. / Private Company No.					
Address: Rishon Lezion, 2 Naim Blvd		Address		Address					
Covers									
Insurance type distributed by limits of liability or sums insured	Policy No.	Policy wording and edition	Inception date	Termination date	a x c e s	Limits of liability/sum insured Per event and aggregate		Curr ency	Additional valid covers and cancellation of exclusions
Property (used in connection with the provision of the Services)						-		\$	309 - Waiver of subrogation in favor of the Certificate Holder 328 - Primary
Third party						2,000,000		\$	302 - Cross liability 309 - Waiver of subrogation in favor of the Certificate Holder 315 - Cover for National security claims 321 - Additional insured for acts and omissions by the insured 328 - Primary
Employers liability						5,000,000		\$	319 - Additional insured - if considered the employer of whomsoever of the insured's employees 309 - Waiver of subrogation in favor of the Certificate Holder 328 - Primary
Technology Professional liability & Product Liability (Combined coverage)						5,000,000		\$	309 - Waiver of subrogation in favor of the Certificate Holder 302 - Cross liability 321 - Additional insured for acts and omissions by the insured 325 - Employee fraud and dishonesty 328 - Primary 327 - Delay 332 - Discovery period (6 months) 339 - Extension for Cyber Risk
Details of the services (subject to the services specified in the agreement between the insured and the Certificate holder. The service code must be indicated from the list detailed in Addendum C) *:									
Policy cancellation/ amendment									
An amendment change to the detriment of the Certificate Holder or cancellation of an insurance policy will take effect only 30 days after a notice is sent to the Certificate Holder regarding the amendment or cancellation.									
Approval signature									
Insurer									