

**Annex 6 - Commitment to Maintain Confidentiality for the Purpose of *Obtaining* the  
Tender Documents**

**Public Tender No. 24 – 2021 for Accepting Proposals to Renew a Property and  
Liability Insurance Program of Mekorot Group for the Period 01/7/2021-30/6/2022**

To  
Mekorot Water Co. Ltd. 9 Lincoln St. Tel Aviv

Dear Sir / Madam,

**Re: Irrevocable Nondisclosure Undertaking**

We the undersigned \_\_\_\_\_  
Company no. \_\_\_\_\_

Hereby undertake towards Mekorot Group, which includes Mekorot Water Co. Ltd. (hereinafter referred to as “**Mekorot**”), EMS Mekorot Projects Ltd. (hereinafter referred to as “**EMS**”), and Mekorot Development & Enterprise Ltd. and its subsidiaries (hereinafter referred to as “**Mekorot Enterprise**”) (hereinafter jointly referred to as the “**Company**” or the “**Mekorot Group**”), as follows:

- a. To hold in confidence any information, and/or document and/or material and/or data disclosed and/or that will be disclosed to me as part of the tender for property and liability insurance for the Mekorot Group for the 2021/22 insurance year (hereinafter referred to as the “Tender”), except for information which must be disclosed by law and/or information which is or has become public domain (not as the result of a breach of an undertaking to maintain confidentiality), and/or information which must be disclosed subject to the demand of a court and/or legal authority.
- b. Not to advertise and not to distribute and not to disclose to a third party, directly or indirectly, information and/or documents and/or material and/or data we receive and/or brought to our attention as part of the aforementioned tender, except for the delivery of information to reinsurers and/or brokers and/or consultants vis-à-vis this tender, both for the purpose of the quote and to cater to the issuance of the policy and reinsurance arrangements, and except for information which must be disclosed subject to an order issued by an authority (including in connection with a claim or mediation or arbitration proceeding).
- c. We declare we are aware that Mekorot Water Co. Ltd. is a supervised entity as defined in the State of Israel Controller Law, 5718-1958 (combined version), and therefore a breach of the undertaking to maintain confidentiality subject to this document constitutes an offense in accordance with Section 118 to the Penal Law, 5737-1977.

- d. Without derogating from the aforementioned and any remedy conferred on you subject to this document or by law, in the event that we should breach any undertaking subject to this document, you will be entitled, subject to your discretion, to immediately terminate my activity with Mekorot, and we will be liable for compensating you for any loss and/or damage of any kind or type caused to you and/or which you may suffer as a result of the aforementioned breach, subject to receipts submitted to us by Mekorot and/or subject to the ruling of a court or any other authorized adjudicator.
- e. We undertake to abide by the letter of nondisclosure, and upon signing it we declare that all of the provisions and terms are clear to us.
- f. Furthermore, we undertake that in the event that we should be awarded the tender, we will hold in confidence all information we receive from Mekorot, and we undertake not to use said information in any way and not to disclose it to any other entity and to fulfill all legal provisions in its regard, except for information that is public domain, or information which must be disclosed by law, and except for the delivery of information to reinsurers and/or brokers and/or consultants vis-à-vis the preparation of the insurance or information which must be disclosed subject to an order issued by an authority (including in connection with a claim or mediation or arbitration proceeding).
- g. This nondisclosure undertaking adds to the duties subject to the policy attached to the tender and does not derogate therefrom.
- h. For the removal of doubts, it is hereby clarified that an undertaking subject to this letter of nondisclosure applies to the undersigned, to the company/body the undersigned is representing, the insurance company, its managers, agents, proxies, officers, and the reinsurers and/or brokers and/or consultants on behalf of the insurance company or any other entity acting on its behalf, and anyone who will be apprised of the information by the insurance company or through it, subject to that which is stated in this letter of undertaking. The insurance company declares that upon signing this letter of understanding, it intends to make all those acting on its behalf aware of their undertaking subject to this letter of undertaking.

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Date

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Signature