

Appendix E - Insurance

1. Without derogating from the liability of the Contractor in accordance with this Contract or in accordance with any law, the Contractor is required to arrange and maintain with a legally licensed insurer in Israel acceptable to the Company, effective from the date on which the Site is handed-over to the Contractor, or from the date on which authorisation is provided to execute the works (the earlier) and for the entire period of the Contract until Final Completion Certificate of the Works and vacating the site by the Contractor (the latter) and for any further period in which the Contractor may be legally liable; insurance policies as detailed in the Contractor's Certificate of Insurance attached **as Appendix E'1** and constituting an integral part hereof ("**Certificate of Insurance**" and together with the insurance covers stated in clause 3 hereunder: "**the Contractor's Insurance Covers**", respectively).

The Contractor can maintain the professional Liability Insurance and/or the Products Liability Insurance from a non-Israeli insurance company, whose rating is at least "-A" according to the S&P and/or AM Best rating and to submit a Certificate of Insurance in respect of those policies in a different format but it shall include all the relevant clauses and extensions as included under **Appendix E'1**.

The Company is the beneficiary of indemnity payments under the policy, however indemnity payments up to the sum of \$ 200,000 will be paid directly to the Contractor.

The Contractors All Risks policy will include Extended Maintenance period of not less than 24 months.

The Company has the right to conduct negotiations with the Contractor's insurer (other than if the Company instructs otherwise) and shall determine in its absolute discretion whether any and all insurance proceeds received by it in connection with the damage to or loss of the works shall be applied towards the repair, reconstruction or replacement of the Works..

2. The Contractor must submit to the Company, within not more than 7 (seven) days before the NTP date, and in any case before the Contractor enters the Site, a Certificate of Insurance signed by the insurer of the Contractor. At the demand of the Company, the Contractor must provide a copy of the policies for the Contractors All Risks Insurance (Hebrew or English version).

Similarly, within not more than 7 (seven) days of the expiry date of the Contractor's Insurance Covers, the Contractor must submit to the Company a Certificate of Insurance as aforementioned confirming extension of the validity for a further period and so forth for the entire Contract period in accordance with the Contract (or for a further period as stated in this Appendix).

3. Furthermore, the Contractor must arrange the following insurance covers by his own or by its sub-contractors:

- 3.1 **Statutory Motor Bodily Injury Insurance** per legal requirements in respect of bodily injury due to the use of motor vehicles, as well as **Third Party Property Damage Liability Insurance** due to the use of motor vehicles for up to NIS 700,000 per occurrence.

The Contractor is entitled to refrain from arranging Third Party Property Damage Liability Insurance as aforementioned however it will be considered as "self-insurance". The Contractor is required to indemnify the aforementioned parties in respect of damage or expense as aforementioned.

- 3.2 **Comprehensive Motor Insurance** for any vehicle which is owned and/or used by the Contractor and/or any party acting on behalf of them in the framework of the Works. Notwithstanding the aforementioned the Contractor is entitled to refrain from arranging Comprehensive Motor Insurance, as stated in this clause, wholly or partially, provided that the provisions of clause 13 hereunder will apply.

- 3.3 Any and all other insurance as required by any Law.

4. It is hereby agreed that determining the limits of liability as stated in this Appendix, are a minimum demand imposed on the Contractor which does not exempt the Contractor from its full liability in accordance with this Contract and/or in accordance with the law. The Contractor will not have any allegation and/or demand against the Company and/or any party acting on behalf of the Company in any manner related to the said limits of liability as aforementioned and/or any other allegation regarding the amount and/or scope of the insurance policies taken out by the Contractor.
5. The Contractor's insurance policies must include an express clause confirming that the insurer waives the right of subrogation against the Company and/or any party acting on behalf of the Company and the supervisor other than against anyone who causes damage maliciously.
6. The Contractor alone is responsible for paying the premium and deductible amounts stated in the Contractor's Insurance Covers. These amounts can be offset by the Company from any amount due to the Contractor in accordance with this Contract.
7. The Contractor is required to comply with all of the conditions of the Contractor's Insurance Covers, to extend the insurance policies which the Contractor is required to arrange in accordance with this Contract on a periodic basis as necessary, to ensure that they remain valid for the entire Contract period until the final hand-over of the Works when the Contractor leaves the Site.
8. The Contractor is required to notify the Company immediately of any occurrence which is likely to cause a claim under the Contractor's Insurance Policies, as well as to cooperate with the Company insofar as required in order to obtain settlement of any insurance claim under the Contractor's Insurance Policies as aforementioned.

9. It is hereby expressly agreed that the act of arranging, supplying or amending the Contractor's Insurance Covers does not constitute confirmation of their adequacy neither does it impose any liability on the Company or reduce the liability of the Contractor in accordance with this Contract in accordance with any law. In the event of any discrepancy between the Certificate of Insurance or copies of the Contractor's Insurance Covers and the provisions of this Contract, the Contractor is required to ensure that the said insurance covers are amended in order to adapt them to the provisions of this Contract.
10. In any additional or supplementary insurance which is arranged by the Contractor in connection with the Works, a waiver of subrogation against the Company or any party acting on behalf of the Company and the supervisor must be included, other than to the benefit of anyone causing damage maliciously.
11. If subcontractors are employed by the Contractor, the Contractor must ensure as a condition to commencement of their engagement that they hold suitable insurance covers for their activities. For the sake of avoidance of doubt the sole responsibility for the existence or lack of suitable insurance cover for the subcontractors is imposed on the Contractor.
12. The Contractor and the parties acting on behalf of the Contractor are required to implement all safety and precautionary measures required in order to prevent injury, loss or damage to the body or property of any person or entity in connection with the execution of the Works. Furthermore and without derogating from that stated anywhere in this clause above, the Contractor is required to comply with all of the requirements and directives of the National Insurance Law and the National Health Insurance Law and all orders, regulations and the like which are enacted in accordance with the aforementioned laws and in particular however without derogating from the generality of the aforementioned, in a manner in which all of its staff and representatives will be at all times and during the entire period in which the Works are being executed entitled to all of the rights in accordance with the aforementioned laws.
13. The Contractor expressly exempts the Company, the Company's Representative, and any party acting on their behalf from any liability for loss or damage which may occur to property which is brought to the Site by, or for, or on behalf of the Contractor (including vehicles, tools, equipment and cranes).
14. For the sake of avoidance of doubt, it is hereby expressly agreed that payment or non-payment of indemnity payments by the insurer will not exempt the Contractor from any liability imposed on the Contractor in accordance with this agreement or in accordance with any law including in the event that the insurance does not cover the

cause of the claim or in the event that the indemnity payments do not sufficiently cover the injury or damage caused, claimed, awarded or any other case. The Contractor will have no allegation or claim against the Company and any party acting on behalf of the Company regarding the amount of indemnity payments (if applicable).

15. The Contractor is liable to the Company and/or any party acting on behalf of the Company for all indemnity payments which are not paid due to a breach of the Contractor's Insurance Policies conditions by the Contractor and/or anyone acting on behalf of the Contractor. The Company is entitled to sue or offset in any manner any loss which such a breach causes the Company and all of this at the sole discretion of the Company.
16. It is hereby clarified that in any case in which indemnity payments are received for reinstating any part of the project and anything on it, the said indemnity payments will be designated solely for the purpose of reinstating and restoring the said damage in respect of which the payment has been made.
17. The Contractor is required to update the sum insured and the period of insurance in the policy, if needed.
18. At the request of the Company, the Contractor must include, in the Contractor's All Risks Policy Insurance as stated in clause 1 above, any entity which the Company has undertaken, before occurrence of the insured event, to include in the named insured as an additional insured or as the beneficiary of indemnity payments.
19. The insurance Appendix is a fundamental part of the Contract and its breach constitutes a fundamental breach of the Contract. Notwithstanding the aforementioned, failure to provide the Certificate of Insurance on time will not constitute a fundamental breach other than if 10 days have elapsed from the date on which the Company has submitted a written request for provision of the certificate as aforementioned.

APPENDIX E'1 – CONTRACTORS “ALL RISKS” INSURANCE

CONFIRMATION REGARDING EXISTENCE OF INSURANCE ERECTION/CONTRACTORS WORKS INSURANCE	Confirmation issue date (DD/MM/YYYY)
This Insurance confirmation corroborates the fact that the insured possesses valid insurance policy based on the information specified in it. The information provided in this confirmation does not include all policy conditions and exclusions, however in case of contradiction between the terms specified herein and the terms specified in the insurance policy the terms of the insurance policy will prevail except in case any of the conditions herein benefits the party that requested this confirmation.	

Certificate Holder	The insured	Transaction type*	Status of the Certificate Holder*
Name: Energy Infrastructure LTD and/or subsidiaries	Name: [REDACTED] (the Contractor) and/or sub-contractors and/or the project manager and/or the supervisor - except for their professional liability	Real estate Services Product provision Other Engineering, Procurement & construction Of Fuel Storage Tanks	Lessor Lessee Franchisee Sub - contractor Service customer Product customer Other _____
ID/PCN 520027293, 510234487	ID/PCN		
Address: 3 Hasadnaot, Herzliya, Israel	Address		

Cover

Insurance type Distribution by limits of liability or sum insured	Policy number	Policy version and edition	Origination date	Expiration date	Limits of liability / sum insured		Additional valid cover and cancelled exclusions Note cover code based on Appendix G'4
					Sum	Currency	
Contractors Work all risk (may be specified according to policy chapters)					[REDACTED]	NIS	309 313 314 316 318 324 328 308
Property being works upon and/or Adjacent property					5,000,000	NIS	

Expenses due to regulatory requirements after a loss					10% of the loss		
Property in transit					2,000,000	NIS	
Removal of debris					10% of the Insured amount	NIS	
Burglary, Theft, Robbery, Vandalism					Coverage included		
Natural Perils including Earthquake					Coverage included		
Expenses for planning and supervision in the event of damage					10% of the Insured amount	NIS	
Direct damage due to faulty planning and/or materials and/or workmanship					4,000,000	NIS	
Claim Preparation costs					1,000,000	NIS	
Equipment, plant and auxiliary buildings which is not part of the final Project					2,000,000	NIS	
Special Expenses					10% of the loss	NIS	
Third party					40,000,000, per occurrence and in Aggregate	NIS	302, 318, 309, 307, 312, 315, 328, 329,
damage caused due to vibration, removal or weakening of support					4,000,000	NIS	
Liability due to indirect damage caused due to damage to underground cables, pipes and apparatus					4,000,000	NIS	
Employer's liability					40,000,000 per occurrence, per employee and in Aggregate	NIS	

Product Liability					10,000,000	NIS	302, 321, 328, 309, 332 (12 months)
Professional Liability					8,000,000	NIS	301, 321, 325, 327, 328, 332 (6 months)

Description of services (subject to services specified in agreement between the insured and the party requesting the Certificate. Note service code from the schedule in Addendum)
009 – Construction – Major contract works
069 – Civil engineering contractors (including infrastructures)
Policy cancelation/amendment*
Detrimental change in accordance with a request by the party requesting the Certificate or cancelation of the insurance policy. Will not become valid until 60 days after sending notice regarding said amendment or cancelation to the party requesting confirmation
Signatures
Insured

* With Certificate by the General Insurance these fields may be marked as invalid

Service Codes

Description of service / insurable interest	Service code	Description of service / insurable interest	Service code
Security	001	Photovoltaic systems	052
Storage / warehouses (including bonded warehouses and coldstores)	002	Manufacturing plants (please state the field of business in the "type of business" section)	053
Supply of gas and fuel	003	Real estate / investment and development	054
Waste and recycling services	004	Leisure and tours (including tour guides) / holiday camps / children's activities	055
Laboratory inspections and samples	005	Building management	056
Clothing / textiles / fashion	006	Cleaning	057
Auditing, accounting and taxation	007	Weapons and ammunition	058
Abattoirs / slaughterhouses	008	Sprinklers	059
Construction – Major contract works	009	Metalworks	060
Livestock	010	Woodworking	061
Compliance inspection and surveying	011	Maintenance and renovation services (electricity / waterproofing / plumbing)	062
Educational institution inspectors	012	Plastics	063
Mental health	013	Activities outside of Israel	064
Swimming pools / entertainment and water parks / attractions	014	Lighting and sound amplification equipment	065
Retirement homes and sheltered housing	015	Photography / radio / television broadcasting	066
Credit control and collection	016	Heavy equipment	067
Gardening, trimming and plants	017	Pipes and laying water and sewage lines	068
Valuables / collections / art	018	Civil engineering contractors (including infrastructures)	069
Printing, graphic design and artwork	019	Retail sales (please state the field of business in the "type of business" section)	070
Special requirements / special needs	020	Pharmaceuticals	071
Training / courses / workshops / seminars	021	Motor / repair garages / parking / transportation	072
Haulage and distribution	022	Supplementary medicine	073
Shows / cinema / entertainment services	023	Renovations	074
Preparing tenders, procedures and rules	024	National service	075
Passenger transportation	025	Accommodation services, conferences, courses, leisure and hoteliers	076
Event production / event halls	026	Auditing services	077
Demolition / removal of debris	027	Archive services	078
Investments and ventures	028	Religious services	079
Fitting and modernising systems and fixtures and fittings	029	Laboratory / repair / installation services	080
Management companies	030	Office services	081
Gymnasiums / sports training	031	Management services	082
Sports clubs	032	Monitoring services	083
Hazardous materials and chemicals – waste, removal, transportation	033	Supervision and control services	084

Education / courses / workshops and seminars	034	Inspection, planning and control services (construction)	085
Private investigators	035	Inspection, planning and control services (general)	086
Agriculture – livestock / plants	036	Cosmetics services	087
Flying	037	Maintenance and logistics services	088
Consultants / planners	038	Systems maintenance services	089
Manpower	039	Aviation / marine services	090
Engineers, architects, practical engineers	040	Overseas services	091
Food / catering services / eateries	041	Public services (such as public entities, non-profit making organisations, community service corporations)	092
Research and surveys	042	Legal services	093
Automation	043	Paralegal services	094
Data processing	044	Medical services	095
Cartography / mapping	045	Rental and leasing	096
Sale / purchase / rental of equipment	046	Water utilities / water purification plants	097
Safety officers and wardens	047	Maintenance of equipment and electricity and communication networks	098
Lifts – maintenance / service / spare parts	048	Jewellery / precious stones	099
Control and regulation systems	049	Equipment operation	100
Fire detection and extinguishing systems	050	Communications and cellular companies	101
Irrigation and water carrying systems	051		

Additional covers and extensions codes

Additional covers	Clause code
Loss of documents	301
Cross liability clause	302
Professional Indemnity extension – Libel and slander	303
Extension of indemnity clause	304
Third Party Liability extension – Firearms	305
Third Party Liability extension – Cover for temporary overseas activities	306
Third Party Liability extension – Contractors and subcontractors	307
Waiver of the right of subrogation in favour of a third party (please state their name and address)	308
Waiver of the right of subrogation in favour of the Certificate Holder	309
Products Liability – Vendors endorsement	310
Consequential loss cover for the Certificate Holder	311
Cover for damage caused by the use of heavy equipment	312
Natural perils cover	313
Cover for burglary, robbery and theft	314
Cover for National Insurance Institute subrogation claims	315
Earthquake cover	316
Additional insureds (please state their name and address)	317
Additional insureds (the Certificate holder)	318
Additional insureds (in the event they are held to be employers of employees of the insured)	319
Additional insureds in respect of errors or omissions by the insured (please state their name and address)	320
Additional insureds in respect of errors or omissions by the insured – the Certificate Holder	321
The Certificate holder is to be defined as a third party under this section	322
Other beneficiary of the indemnity payments (please state their name and address)	323
Other beneficiary of the indemnity payments – the Certificate Holder	324
Extension for dishonesty of employees	325
Professional Indemnity extension – Breach of privacy	326
Delay / suspension due to an insured event	327
Priority (The insurer waives any demand or allegation concerning contribution by any insurer of the Certificate Holder)	328
The property of the Certificate Holder shall be considered as third party property	329
Lien clause in favour of a third party (please state their name and address)	330
Lien clause in favour of the Certificate Holder	331
Extended discovery period (please state the dates / period)	332