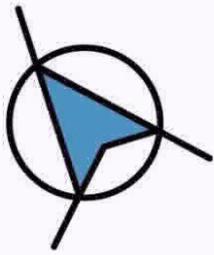


**An (Online) Request for
Proposals (RFP) for
Interfaces with an Ayalon
Highways Application
Platform**

January 2021



1. Background

1.1 The Ayalon Highways Company Ltd ("**Ayalon Highways**"/" **the Company**") is a government company engaged as per government decisions and its articles of incorporation in the management, planning, and execution of transportation projects that the objective of which is among other things, promoting the use of public transport among the highway's users and encourage shared transport to modify the travel habits of the highway's users.

2. Terms and Definitions

2.1 "**The Company**" - Ayalon Highways or those on its behalf

2.2 "**Application, or App**" - the Company's application platform setting combines all the public transport solutions, including companies operating public transport service systems including microtransit, parking, transport services, and shared solutions.

2.3 "**The Bidder/Bidders**" - a supplementary transport services company or those on its behalf that proposes to interface in the framework of this proposal with an application platform.

3. Describing the Need

3.1 As part of its activity, the Company has been given the task and responsibility by the Transport Ministry to establish and operate an application.

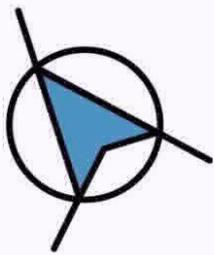
3.2 The Company developed a payment and trip planning application in a variety of transport tools available to the public such that it will be possible to attain a continuous public transportation solution as required.

3.3 As part of this RFP, the Company is appealing to companies operating transport service systems for transportation needs and services existing and operating in Israel to interface with the application (see: "**The Bidder/Bidders**").

4. A Description of the Application

4.1 The app has been developed for Android and IOS systems and allows Bidders certified under this process to supply a service, as per the operational permits issued by local authorities (to the extent these exist) and the type of the Bidder's service, including location, operation, availability, cost of use and payment for the service.

4.2 **Model Activity:**

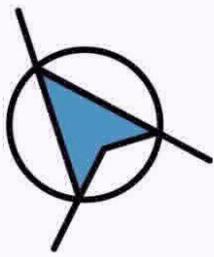


- 4.2.1 The service provided in the app enables the user to register for various Bidders' transport services and plan for themselves a travel route in the travel route application through a travel design module (route planner) variety of criteria.
 - 4.2.2 After selecting the app's preferred route, the user will be transferred to the Bidders' application and utilize them to open/reserve the service, use the actual service, and execute shutdown (to the extent required).
 - 4.2.3 For the utilized transport services, the user will pay through the Company's app as per the credit and registration as entered in the application's initial registration procedure.
 - 4.2.4 After using the Bidders' services as per the Terms of Use as approved by the user, the application will perform a collection of the Bidder's fee that will be transferred to the Bidder as per the commercial terms concluded between the parties.
- 4.3 It should be noted that the Bidder is prohibited from utilizing or transferring the application's users' information, whole or in parts, or others according to Israeli law, particularly the laws and ordinances regulating privacy protection.

5. General Terms

- 5.1 The parties will develop an information and payment interface between their proposed system and the application.

The Bidders' systems will be integrated into the application's user interface (UI) and supply the public optional travel alternatives, including systems for purchasing travel tickets approved by the Transport Ministry, travel on various transport services, bicycles and scooters, parking and parking garages, shared travel (carpool), travel on public transport, and more when the app will afford the user high availability for the receipt of transport services and perform payment for the service.
- 5.2 The Bidders will continue to supply operational services through their applications.
- 5.3 All of the application's interfaces, emphasizing information transfer procedures concerning the service's users, will be subject to the Company's guidelines, including availability, information security, and the like, and as per all legal provisions.



5.4 It should be clarified that unless determined otherwise by the Company, all of the costs involved in adapting the system proposed by the Bidders to interface with the application will be born solely by the Bidder.

6. Minimum Bidder Requirements

Bidders responding to this RFP will be required to submit systems meeting the following conditions:

6.1 The Proposed System:

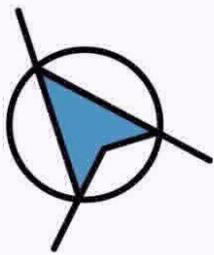
The Bidder will be required to meet the condition detailed above, in aggregate:

- 6.1.1 The Bidder holds ownership of the right to use all of the rights in the proposed system.
- 6.1.2 The Bidder's system is available for downloading by the public at least 12 calendar months before the proposal's approval.
- 6.1.3 Bidder's system supports IOS and Android platforms.
- 6.1.4 The interface of the Bidder's system is in Hebrew for IOS and Android systems.

6.2 The Scope of the Bidder's System:

The Bidder's system is experienced in operating one or more than five (5) of the categories listed below:

- 6.2.1 Category I - Scooters:
Operation of at least 300 shared electric scooters
- 6.2.2 Category II - Bicycles:
Operation of at least 300 shared electric/mechanical bicycles
- 6.2.3 Category III - Shared Vehicles:
Operation of 30 shared vehicles and/or the operation of at least 50 mass transit vehicles (including shared taxis)
- 6.2.4 Category IV - Taxicabs:
Operation of at least 100 taxicabs connected to an application
- 6.2.5 Category V - Parking Lots:



The Bidder has a unified system enabling payment for parking in 10 various parking lots

6.3 Terms of Service:

The Bidder has a support service array for the proposed system capable of meeting SLA specifications (Terms of Service in a Service Level Agreement) to respond to a call within five (5) hours.

7. **Managing the RFP:**

7.1 **Phase A' - Provision of Information, Responding to the RFP, and Signing an NDA** - After receiving the information as per the list detailed in Appendices A' and B' in this RFP, and as per the terms and conditions of this online RFP, the Company will examine the response to the RFP.

7.1.1 The Bidder must sign the NDA attached as an appendix to the documents of this RFP.

7.1.2 The Bidder must present its compliance with the required threshold conditions as detailed in Section 6 above.

7.1.3 At this phase, the Company will review the response submitted and accepted from the Bidders. The Company will be entitled to request subsequent clarifications from the Bidders and invite them to demonstrate their proposed system.

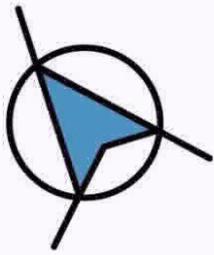
7.1.4 It will be clarified that the Company will examine only those Bidders that have attached to their proposal a signed NDA, without reservations.

7.1.5 The selection will be made as per the Company's sole discretion.

7.1.6 The Bidders should note that the Company will be entitled, at its sole discretion, to interface with the Bidder at an availability lower than that stated in Section 6.1.2.

7.2 **Phase B' - Signing the Agreement:**

7.2.1 In this phase, an Agreement will be signed between the Companies and those Bidders selected in Phase A' for the Bidder's system's interface with the application. As part of the Agreement, the Company will detail terms of cooperation, the technical interface with the application, information security, and more. It is clarified



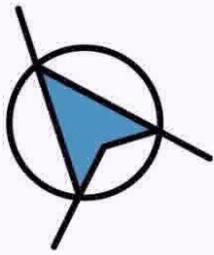
that the parties are entitled not to sign the Agreement, and this, at their sole discretion. There is nothing in the Agreement's non-signing to award the Company, or the Bidder, or both, to any remedy on the process performed.

- 7.2.2 It will be clarified and emphasized that the Company will examine the Bidders' RFP response at its sole and professional discretion and as per all law.
- 7.2.3 The Company will award a grant for executing an interface to the first Bidder in each category that will be determined as per the earliest date for the Bidder's signature on the Contractual Agreement in one of the categories detailed in Section 6.2. The grant of up to NIS 50,000 (VAT not included) will be awarded to finance the initial interface's cost at the Company's sole discretion. The grant will be paid upon completion of the development of the application's interface. It will be clarified and emphasized that the grant is a one-time payment, and no double payment of a grant will be made for the same interface for several categories.
- 7.2.4 The Company will be entitled to gradually enter into a Contract with the Bidders and the project's progress. It will be clarified that from time to time, the Company will perform an interface with some of the Bidders for the provision of a portion of the services that will be expanded with the project's progress and as per its sole and professional discretion.
- 7.2.5 For the avoidance of doubt, it is hereby clarified that the Company is in no way obligated to accept any proposal, and there is nothing in the Company's RFP to any entity or another to afford it any legal right. To the extent it is executed, the Contract will enter into effect, only subject to and after signing the compulsory Agreement in the Company's wording outlined.

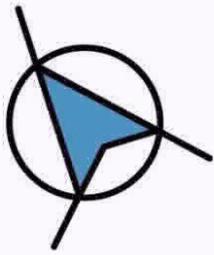
8. **The Response to the RFP:**

As part of the response for the RFP, the Bidder is required to supply the following information:

- 8.1 **Appendix A' - General Information Concerning the Bidder:** Control entities and the Bidder's years of operation. Respond in the framework of the form attached as **Appendix A'** to the RFP.



- 8.2 **Appendix B' - An Affidavit Affirming the Bidder's Experience for Compliance with the Minimum Conditions**
- 8.3 **Appendix C' - A Description of the Bidder's System:** The Bidder is requested to detail the Technical Specifications of its proposed system. And information concerning a description of the system and the manner of interface including,
- 8.3.1 a description of the system, the service, the scope, and details of the service in Israel, including the cities in which the service operates.
 - 8.3.2 Respond and relate to the safety of the customer in the proposed services.
 - 8.3.3 An explanation concerning charging and payment for the services to the extent there is a charge, and a means to enforce the charge for any debt/damage in a product.
 - 8.3.4 Limiting use in the service for various audiences, including tourists, possible credit card types, and the like.
 - 8.3.5 Attach API details to the extent they exist.
 - 8.3.6 Detail the service cancellation policy, the no-show policy, if the user ordered the service but did not demand to receive it for one reason or another.
 - 8.3.7 The service's existing insurance coverage and policies.
 - 8.3.8 Additional and parallel uses that can be applied practically and immediately (for example, location of tools, user identification according to driver's license and selfie photograph, delayed service order).
 - 8.3.9 It is clarified that this is an elective appendix and does not constitute a condition for submitting a proposal by the Bidder.
- 8.4 **Appendix D' - Non-Disclosure Agreement (NDA).**



9. General Guidelines for Submitting the Response

9.1 The response to the RFP, together with the required details and documents as detailed above, including all relevant information, should be submitted to the online system as detailed below:

9.2 Online RFP

9.2.1 This RFP will be managed online by submitting all the completed documents to the email address hadarw@ayalonhw.co.il ("**Email**"). Any proposals not submitted directly to the email address above will not be accepted.

9.2.2 The Bidder must scan all the response documents to an RFP signed by him, as specified above, including any RFP appendices, and attach all the documents required to support the response.

10. Queries for Clarification

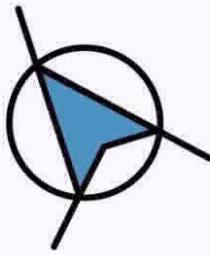
10.1 **Should in the participants' opinion the RFP contains discrepancies or ambiguities, inquiries may be posed, in writing, for clarification, through the email address hadarw@ayalonhw.co.il** while detailing any clarifications, discrepancies, errors, mismatches, or doubts that will be found concerning the precise meaning of each Section and detail.

10.2 The Company's responses to these questions will be uploaded to the Company's page in the online system. They will be available for public perusal under the RFP tab together with the remaining documents of the RFP on the Ayalon Highways' website. Applicants are obligated to keep current with the Company's publications.

10.3 Whoever does not inquire in the manner as stated will be prevented from making any argument(s) concerning improbability and/or ambiguity, errors, discrepancies, mistakes, etc.

10.4 The Company is entitled not to address inquiries for clarification and/or objections, as stated in Section 10.1 above, or any part thereof, and convey its response to all the applicants (without naming the applicant that contacted them), all at its sole discretion.

10.5 Every response of the Company and/or of its representative to an applicant will be exclusively in writing, and there is no validity to any answer given by any other means. The Company will not be responsible for any explanations given



by its employees, subcontractors on its behalf and/or any other person in the context of terms, conditions, and stipulations concerning the RFP or the proposal, or both, and communications between the Company and applicants will be based solely on written documents.

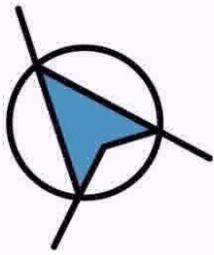
- 10.6 It is clarified that the Company's reference to the applicants' inquiries concerning clarifications and/or modifications, if there is such a reference, at the Company's discretion, will be done without naming who initiated the contact.

11. Confidential Information:

- 11.1 The RFP's Bidders are requested to note what of the data and/or documents included in the submitted response constitutes, in their opinion, a commercial secret. Subject to all law, the Company will preserve the secrecy and not disclose and/or convey any information, including but not only, a commercial secret that has come into its possession as part of this RFP to any third party, except to the Company's employees and consultants on its behalf, for whom the information as stated is necessary for the fulfillment of their assignment. It is clarified that the RFP's Bidders are entitled to submit documents and documentation in which details irrelevant to the RFP are redacted.
- 11.2 As detailed in Appendix D', the applicant undertakes to maintain absolute secrecy and not disclose and/or transfer, directly or indirectly, to any person and/or entity, including Ayalon Highways employees, for whom the information is not unnecessary for the fulfillment of their assignment/role, any information that has come into its possession verbally, in writing and/or in any form and/or on any media, as part of the provision of the services, either directly or indirectly.

12. General Guidelines:

- 12.1 **This RFP is not an IFB and not a part of any tender process and/or competitive procedure**, and therefore creates no commitment whatsoever toward any of its Bidders. This RFP is intended solely for the receipt of information, as per its details, and after the receipt of the said information, the Company will consider its continued activities concerning the queried subject, if at all.
- 12.2 Nothing in this RFP constitutes an obligation by the Company to issue a tender or competitive proceeding, or both on the matter of this RFP, or engage any entity or other in a future tender if issued, and nothing in this procedure creates any obligation or promise toward any of the participants, and/or person and/or entity.



- 12.3 Nothing in responding to this RFP will establish an advantage in any tender/competitive proceedings as stated, if issued, and contains nothing to ensure compliance with threshold conditions or any other condition to the matter of a tender/competitive proceedings, as stated.
- 12.4 Should the Company decide to issue a tender and/or competitive proceedings as stated, it will be entitled in the tender/competitive proceedings to demand services different than those presented in this RFP and will be entitled to place additional or different terms and conditions than those presented in this RFP, at its discretion.
- 12.5 The Company will be entitled to request clarifications, completions, or additional information from whoever responds to this RFP or from other entities, and all as it deems appropriate.
- 12.6 The Company is entitled to invite Bidders to present a response before its representatives. It is clarified that the Company is not obligated to invite all of the Bidders.
- 12.7 Any Bidder responding to this RFP declares its Agreement that the Company is entitled to use the information it conveyed, all or parts thereof, to prepare a tender or any other need that the Company will see fit.
- 12.8 The Bidder responding to this RFP declares that he waives in advance any claim, including in the matter of intellectual property, and/or suit and/or demand from the Company or anyone on its behalf and/or from the Transport Ministry concerning the information included in his response to this RFP or subsequent clarification inquiries to the extent there will be any of this kind.
- 12.9 All the expenses involved in preparing a response to the RFP and its submission are the Bidders' sole responsibility and at their expense. The Bidders will not be eligible for any compensation or indemnity or payment of any kind whatsoever for submission of a response to this RFP, and the Company will not bear any responsibility in this respect.
- 12.10 Any Bidder submitting information in response to this RFP undertakes that no rights, including third-party copyrights or commercial secrets, will be infringed in the framework of the information submitted and/or any use made thereof. The Bidder alone will bear responsibility for any demand and/or claim to originate in a claim that third-party rights, as stated, were infringed.
- 12.11 For good measure, it is clarified that the Company may cancel this RFP at any time and for any reason and subject to the law, and that a response to this FP does

not constitute a representation and/or obligation on the part of the Company toward any of the Bidders.

- 12.12 It is clarified that the Company is not obligated to choose any system proposed as part of this RFP, and it is entitled not to implement any system that may be proposed under this RFP, and all at its sole discretion.

Appendix A' - The Bidder's Profile to the Online RFP for an Application Interface

Name: _____

Corporate ID/Licensed Dealer No.: _____

Year Founded: _____ Address: _____

The Bidder's Contact Person: _____ Position: _____

Telephone: _____ Email: _____

Names of the Bidder's owners:

1. _____ I.D. _____

2. _____ I.D. _____

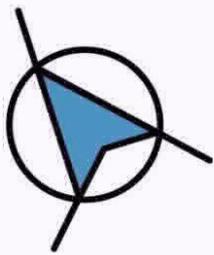
3. _____ I.D. _____

(If any company owner is a corporation, list the owners of that corporation)

Areas of Activity: _____

The Bidder's Control Entities (please note entities holding 25% and more of control in the Bidder)

* Additional documents and any relevant information may be attached.



Appendix B' - An Affidavit Affirming the POC of the Bidder's System

I the Undersigned, Mr./Mrs. _____, bearer of the ID No. _____, after having been warned that I must declare the truth and that I shall be liable for the penalties prescribed by law if I do not do so, I hereby declare in writing as follows:

I have been duly authorized by _____ (hereinafter: "**The Bidder**") to sign this affidavit in support of the Bidder's proposal to the online RFP for an interface to the Ayalon Highways' application (hereinafter: "**the Request for Proposals**") and I hereby declare the following:

1. The Bidder holds ownership of the right to use all the rights in the proposed system.
2. The Bidder's system has been available for public downloading continuously since January 1, 2019, and until the proposal submission deadline.
3. Bidder's system supports IOS and Android platforms.
4. The interface of the Bidder's system is in Hebrew for IOS and Android systems.
5. The Bidder's system addresses one or more of the following alternatives (please place a \sqrt wherever relevant):

Category I - Scooters

- Operation of at least 300 shared electric scooters

Category II - Bicycles

- Operation of at least 300 shared electric/mechanical bicycles

Category III - Shared Vehicles

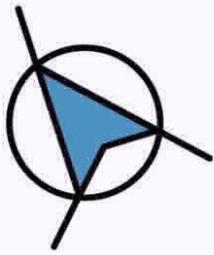
- Operation of 30 shared vehicles;
- Operation of at least 50 mass transit vehicles (including shared taxicabs).

Category IV - Taxicabs

- Operation of at least 100 taxicabs connected to an application

Category V - Parking Lots

- The Bidder has a system enabling payment for parking in 10 various parking lots
6. The Bidder has a support service array for the proposed system capable of meeting SLA specifications for responding to a call within five (5) hours.

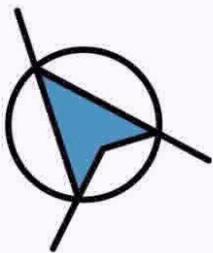


7. I hereby declare that all of the details outlined above are correct and accurate.

Signature of the declarant

Affirmation

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 Bidder, and identified by means of an identity card No. _____, and after warning him/her to declare the truth and of the penalties prescribed law if he/she does not do so, affirmed the veracity of the affidavit above and signed before me.



Appendix D' - Non-Disclosure Agreement (NDA):

Date: _____

FAO

Ayalon Highways Co. Ltd
2 Shderot Nim
Rishon Le'Zion

Dear Sir/Madam,

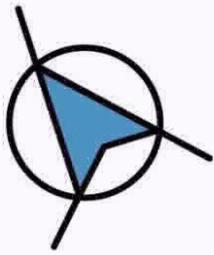
RE: A Mutual Commitment to Preserve Confidentiality (NDA)

_____ Ltd., Corp. ID No. _____ through _____, ID No. _____, serving as _____ in the Company and authorized to sign on its behalf ("**the Information Recipient**") hereby declares and undertakes toward Ayalon Highways Co. Ltd ("**Ayalon Highways**"), we are fully aware that as part of the RFP for an interface with an Ayalon Highways application platform ("**RFP**") that in its framework presentations will be made of systems providing services in the field of transportation and/or payment solutions for transport services operating and existing in Israel, for interfacing with an application ("**the Services**"), will expose us to and/or will come to our knowledge Ayalon Highways-related information, and that it is known to us that the information is one of Ayalon Highways most significant and essential assets, as applicable.

In this Letter of Undertaking, the term "**Information**" refers to any information and any data concerning Ayalon Highways and/or in connection to it and/or in its offices and/or related and/or its projects and/or customers and/or employees and/or third parties with whom Ayalon Highways is in business or other relations, including any information related to Ayalon Highways' businesses, including and without prejudice to the generality of said documents and/or databases and/or computer software and/or formulas and/or ideas and/or business plans and/or reports and/or estimates and/or Bill of Materials and/or calculations and/or documents, and all on any media, whether written or verbal, whether on magnetic or optical media or otherwise, and except for information accessible and in the public domain.

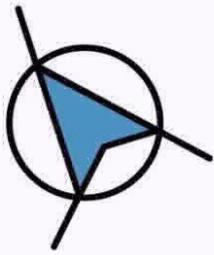
Therefore, we declare and undertake toward Ayalon Highways as follows:

1. To preserve in complete confidentiality and not disclose and/or convey, directly or indirectly, to any person and/or entity whatsoever, including employees of Ayalon Highways, for whom the information is unnecessary for the execution of their duties, any information that has reached and/or will reach us, verbally, in writing and/or in any form and/or on any other media in the framework of the execution of our functions and provision of services, whether directly or indirectly, including information created by us and/or information that reached us from others and is directly or indirectly related to Ayalon Highways.
2. Not to disclose and/or convey, directly or indirectly, to any person and/or entity, any material, document, diskette, disk, mobile storage and/or information, as defined above, and not to use, directly or indirectly, any information, all or parts thereof, including by



duplication, production, sale, transfer, distribution, modification, copying and/or imitation, except for the use specified for execution of my/our duty(ies) and the provision of services, will the consent and for the sole benefit of Ayalon Highways.

3. To provide Ayalon Highways, any material and/or information that will be found in our possession and/or under my/our control, related to the execution of my/our duty(ies) and/or provision of services and/or created during the execution of our duty(ies) and/or provision of services, immediately upon first demand by Ayalon Highways, and in any case of the termination of /our position(s), without connection to the reason behind said the termination of our position(s), immediately upon notification of severance. If and insofar as Ayalon Highways has given its advanced, written consent to create copies of the information, then we undertake to return Ayalon Highways any such copy, or as per Ayalon Highway guidelines, destroy/shred all copies that may be in our possession immediately upon Ayalon Highway's first demand.
4. We are aware that any breach of our obligation(s) as per this Letter of Undertaking, or some thereof, is liable to cause Ayalon Highways and/or its associated entities extreme, grave, and irreversible damages for which financial compensation will not constitute a proper remedy and relief, and therefore we agree that Ayalon Highways will be entitled, in the event of a breach of any of our obligations according to this Letter of Undertaking, to request from a competent court to issue a temporary injunction and/or other orders against us to prevent and/or cease the breach.
5. Without derogating from the above mentioned, we undertake to compensate and indemnify Ayalon Highways for any damage caused to it or to the companies affiliated with it, including loss and/or harm to reputation due to a breach of any of our obligations according to this Letter of Undertaking, and in addition to its right to take legal action against us according to law. We also undertake that in breaching any of the provisions of this Letter of Undertaking, we will refund Ayalon Highways any amount we received, to the extent that we will receive for the execution of our duties.
6. It is known to us that the information or parts thereof constitute information protected under the Privacy Protection Law, 5741-1981 and that a breach of any of the obligations of this Letter of Undertaking could constitute an infringement of the provisions of the law as mentioned above.
7. Should we be required by law to present the information to any third party, we undertake to claim confidentiality, and we undertake to notify Ayalon Highways of receipt of said demand, upon receipt thereof, so that it will be able to file suit against the delivery of the information.
8. We are aware that our undertakings according to this Letter of Undertaking do not derogate from any law, are irrevocable, not restricted by time, and will remain in effect at any time from the date of signing this Letter of Undertaking onward, including following termination of the execution of our duties, for any reason.



9. Without derogating from the above mentioned, we are aware that our undertaking as stated in this Letter of Undertaking is a material provision in the contractual engagement between Ayalon Highways and us, and in the event of a breach of my/or undertakings according to this Letter of Undertaking, the said will be deemed a material breach of the contractual engagement between Ayalon Highways and us.
10. The information recipient and any authorized on its behalf, will not disclose the information, all or parts thereof, except to managers and employees of the information recipient and/or those authorized (see below together: "the Authorized Signatory"), as appropriate, requiring the information to fulfill the information recipient's obligations concerning the objective of the use (on a "need to know" basis). The information recipient will bear the responsibility that any authorized signatory on its behalf will comply with its obligations as stated in this Confidentiality Agreement and liable toward the Company for any breach of the obligations as stated. The information recipient will bear the responsibility to sign each of the authorized signatories on its behalf on an Agreement the terms of which do not detract from the terms of this Agreement, including the authorized signatory's obligation to maintain absolute secrecy regarding the information and to take all of the necessary safety measures and precautions to ensure that the information or any part thereof does not fall into the hands of any unauthorized third party.
11. Furthermore, Ayalon Highways undertakes that any information that will be defined as confidential information by the information recipient as per Section 11 of the RFP ("**Confidential Information**"), Ayalon Highways will preserve its absolute secrecy and not disclose and/or transfer, directly or indirection, to any person and/or entity, including its employees for whom the information is unnecessary for the execution of their duties, any information that will be designated as confidential information, in writing and/or in any form and/or on any other media, as part of its execution of the role of the service recipient, whether directly or indirectly, including information that has come to its possession from others related directly or indirectly to the information recipient and defined by it as confidential information, without its consent.
12. Only the competent courts of Tel Aviv-Jaffa will bear jurisdiction concerning this Letter of Undertaking.

AND IN WITNESS WHEREOF signed:

Name: _____

ID No _____

Serving in the
Company: _____

Signature: _____

Company Stamp: