

The Israeli Public Broadcasting Corporation

Confidentiality undertaking

WHEREAS it has been explained and is known to us that due to, or in connection with, our participation in the RFP proceeding for the ESC 2019 and/or (in the event that our Proposal is successful) an agreement to be signed between the Israeli Public Broadcasting Corporation - KAN ("KAN") and us, it is possible that we will receive, become aware of or possess certain information or know-how which is proprietary to KAN, including any correspondence, opinion, material, plan, document, diagram, sketch, commercial/business secret, data, documents or reports etc. that is not public knowledge, or information which can serve as a "shortcut" to information that is not accessible to the public, whether verbally or in writing, including a transliteration, or on an electronic storage device or any other tool or means of saving information, whether directly or indirectly, including any information that may be created, developed or derived by us as a result of any disclosure made to us, whether by KAN or otherwise (any such matters hereinafter: "The Information");

And whereas it has been explained and is known to us that disclosing, not keeping secret or passing on the information, in any form whatsoever, to any person or body whatsoever except duly authorized representatives of KAN, without an approval from an authorized representative of KAN in advance and in writing, may damage KAN and additionally may constitute an offence according to Section 118 of the Israeli Penal Law, 1977;

Given the aforesaid, we, the undersigned, irrevocably undertake to KAN as follows:

1. The preamble to this undertaking is an integral part thereof.
2. To maintain the full and absolute confidentiality of the Information and/or everything related to or stemming from it, and to take or cause to be taken all necessary measures to ensure that the Information is strictly protected against disclosure to any individual or entity, and against any reproduction, duplication, analysis or use.
3. Only to use the Information for the purpose for which it was provided to us, namely for the purpose of submitting a Proposal and/or performing the services to which such Proposal relates, and subject only to that, not to use or exploit the Information for monetary reasons or any use whatsoever not in accordance with the aforesaid, and not to cause or enable others to exploit the Information, in any way or manner.
4. Not to disclose to, nor enable any person, body or institute to receive the Information, directly or indirectly, not to publish, pass on, copy, distribute, duplicate or communicate all or any of the Information, not hand over or bring the Information to any person or body's knowledge, and not to let the Information or any other material or any object or thing related to or stemming from it out of our custody.
5. To take meticulous precautionary measures and do whatever is necessary to fulfill my obligations according to this undertaking, including, among other things, to take every precautionary measure required in terms of safety, security, procedure and so forth.
6. To notify our employees, officers, agents, representatives or subcontractors or any others acting

on our behalf of the content of this undertaking, including the obligation to maintain confidentiality and the penalty for not fulfilling this obligation.

7. To be fully liable to KAN for any damage, harm, expense or result of any kind, which will be caused to KAN or any third party as a result of non-fulfillment of any of the foregoing undertakings, whether we are solely liable for such non-fulfillment or liable in conjunction with others.
8. To return to KAN, immediately upon demand, any Information or written or other material or object that we have received from KAN or any other party, or which belongs to KAN, which is in our possession, including in connection with the submission of a Proposal or the provision of the services as aforesaid, or any material we have prepared for KAN in connection with a Proposal or such services as aforesaid. In addition, we undertake not to retain any copy whatsoever of such material or of any of the Information. The return of any Information pursuant to this clause shall not affect our other undertakings hereunder.
9. The undertakings set out above shall apply indefinitely.
10. Nothing contained in this undertaking shall be construed as granting to or conferring upon us any rights in any of the Information, by licence or otherwise.
11. In the event of any breach of any of the above undertakings, we acknowledge that KAN will have a separate and independent claim due to a violation of the above duty of confidentiality.
12. We acknowledge and agree that it would be difficult, if not impossible, to measure damages to KAN arising out of or in connection with any breach of the above undertakings by us and that money damages would therefore be an inadequate remedy for any such breach. Accordingly, in the event we breach any undertaking hereunder, KAN shall be entitled, in addition to any and all other remedies it may have, to temporary restraining orders, preliminary (interlocutory) and permanent injunctions or other appropriate orders, to restrain any such breach and prevent any unjust enrichment resulting therefrom, without showing or proving any actual damages sustained KAN.
13. In the event KAN shall take any action to enforce the terms of this undertaking and shall prevail, we undertake to pay to KAN all reasonable attorney's fees, discovery costs and other costs of litigation reasonably incurred by KAN in taking such action.
14. We declare that we know that using the Information not in accordance with this undertaking, including handing it over to another, may constitute an offence according to the Penal Law, 1997 and the Protection of Privacy Law, 1981.
15. We acknowledge that any copies of the Information, obtained in any way, will be subject to all of the above undertakings.
16. We acknowledge that this undertaking does not derogate from any other right, remedy or authority invested in KAN by any law or agreement.
17. This undertaking shall be governed by and construed in accordance with the laws of the State of Israel, and we hereby submit to the exclusive jurisdiction of the appropriate courts of the State of Israel.
18. **Everything stated in this undertaking will also apply to any Information included in or attached to any RFP which we have received.**
19. **Without derogating from the generality of the aforesaid, this undertaking will apply to every detail of our Proposal to KAN, and if such Proposal is successful, every detail of any service**

which we may provide to KAN.

In witness whereof we hereby signed

[Name of Respondent

By: _____

Name: _____

Title: _____

Date: _____.