

Appendix D: Conflict of Interests Declaration and Undertaking

To be signed by an authorized signatory of the bidder, and all persons enumerated under "consultant"

1. "Conflict of Interests": A conflict between the undertakings of the Consultant to perform the Service and/or his obligation to carry out same in good faith and/or according to this Contract and any business, professional, corporate or personal relationship, whether for consideration of any kind or not ("**relationship**"), including any relationship with a party whose business is similar to the subject of the Service, except such a relationship conducted in the course of providing the Service;

The term "Conflict of Interests" also includes the reasonable possibility that such a conflict may occur.

2. Notwithstanding the generality of the forgoing, a relationship with any of the following entities is deemed to constitute a Conflict of Interests:

- (a) An entity holding a General License from the Minister of Communication ("**Licensee**"). The entities holding a general license from the Ministry are listed on the MOC website: <http://www.moc.gov.il/new/english/index.html>;
- (b) Any entity holding more than 5% ownership in a Licensee;
- (c) Any entity in which a Licensee has more than 5% ownership;
- (d) A Director or Officer of a Licensee.

3. The Consultant declares that during the 12 months preceding the signing of this Contract he/she has not been in a conflict of interests and he/she undertakes not to be in conflict of interests during performance of the Contract and for the duration of whichever of the following ends later: a period of 12 months after the conclusion of the Contract regardless of the reason because of which the Contract came to an end, or a period of 12 months after the Ministry's approval of the Final Report or - should the Ministry decide to hold a hearing process regarding the Final Report - the Ministry's approval of the Supplementary Report, or a period of 6 months after the completion of any additional services ordered by the Ministry from the Consultant under section 2(c) of the General Conditions. Should a conflict of interests arise, including for reasons over which the Consultant has no control, the Consultant will immediately inform the Ministry of the situation in writing and take any steps required by the Ministry to rectify the situation.

4. Notwithstanding the forgoing, the following may be deemed to constitute a Conflict of Interests:

(a) If during the period of 12 months preceding the signing of this Contract or during the performance of the Service the Consultant, a parent company or subsidiary thereof has conducted/conducts business in the telecommunication field in Israel, or, if any of them have holdings in an entity, which has conducted/conducts such business.

(b) If during the period of 12 months preceding the signing of this Contract or during the performance of the Service the consultant, a parent company or subsidiary thereof or any of the proposed staff members for the Study provided/provides services

regarding the telecommunication market in Israel whether to an Israeli or non-Israeli entity or regarding the non-telecommunication activity of an entity active in the Israel telecommunication market. If one of the aforesaid situations occurs, is expected to occur, or if a reasonable question can be construed to exist as to whether a given situation constitutes a conflict of interests, including for reasons over which the Consultant has no control, the Consultant will immediately inform the Ministry of the situation in writing so that the Ministry may decide whether such a situation constitutes a conflict of interests.

5. Notwithstanding the foregoing, the Consultant undertakes not to provide any service, whether for consideration of any kind or not, to any third party, whether an Israeli or non-Israeli entity, in connection with the subject of the Service, for a period of 1 year following whichever of these occurs later: the conclusion of the Contract regardless of the reason because of which the Contract came to an end, or the approval by the Ministry of the Final Report or - should the Ministry decide to hold a hearing process regarding the Final Report - the approval by the Ministry of the Supplementary Report, or the completion of any additional services ordered from the Consultant under section 2(c) of the General Conditions.

6. Subject to the foregoing the Consultant may freely provide professional services so long as the provision of such services does not detrimentally effect the provision of the Service under the Contract, including the provisions of this Declaration and Undertaking.

7. The Consultant will provide the Service independently and to the best of its professional ability; Consultant will not express any opinion and/or make any recommendation or refrain from doing so, as the case may be, except as a result of purely professional considerations.

8. The Consultant will not make use of the title "Consultant to the Ministry of Communications" or of any similar title, and will not make any use of the fact that it provides the Service and/or of the name of the Ministry for public relations, promotional, advertising purposes or other objectives, without the Ministry's written approval obtained in advance.

On behalf of _____ [Consultant] I affirm that _____ [Consultant] is not in a situation of conflict of interests as defined in the above Declaration and Undertaking and that it undertakes to be bound by the provisions thereof in providing the Service under this Contract.

[Signature of Consultant]