1. IMPROPRIETY:

(a) In accordance with the provisions of law (including the Penal Law 5737-1977), the Supplier and any person on its behalf (the “Seller”) hereby undertakes and declares as follows:

i) that the Seller shall not offer, promise to give, give, authorize, solicit, accept or promise to accept any undue pecuniary or other advantage, in order to influence, directly or indirectly, a governmental official (including but not limited to the Purchaser (IEC) or any of its officers or employees, or any other company that is considered to be a "governmental entity" according to Israeli law), either in Israel or abroad, to act, to omit to act, to expedite a process, to preference or to discriminate, which would result in a business advantage in the Purchaser’s favor and/or in the favor of the person/entity making the offer, in violation of any relevant anti-bribery and anti-corruption laws. Such relevant laws would include, but not be limited to, the Israeli Penal Code 5737-1977, the United States’ Foreign Corruptions Practices Act 1977 and the United Kingdom’s Bribery Act 2010 (“Relevant Anti-Corruption Laws”);

ii) that the Seller shall neither directly nor indirectly offer and/or give and/or receive any benefit and/or funds and/or anything of value in order to influence, directly and/or indirectly, the decision and/or action and/or inaction of Purchaser or of an officer of Purchaser and/or an employee of Purchaser and/or any person on the behalf of Purchaser and/or any other persons, in connection with the Contract/Order, which could be in breach of the Relevant Anti-Corruption Laws;

iii) that the Seller shall neither directly nor indirectly solicit and/or co-operate with any officer of Purchaser and/or employee of Purchaser and/or any person on the behalf of Purchaser and/or any other persons in order to obtain restricted/confidential information in connection with the Contract/Order;

iv) that the Seller shall neither directly nor indirectly solicit and/or co-operate with any officer of Purchaser and/or employee of Purchaser and/or any person on the behalf of Purchaser and/or any other person/company/body in order to establish prices in an artificial and/or non-competitive manner or that they have not acted contrary to the provisions of restraint of trade as detailed in the Israeli Anti-Trust Law 5748 - 1988;

v) subject to clause (c) below, that it is not a Family Member and does not employ or intend to employ for purposes of this Contract/Order, any “Family Member” (as such term is defined in the Israeli Government Corporations Regulations [Rules Pertaining to the Employment of Family Members], 5765-2005) insofar as such employment may be construed as constituting a conflict of interests between the Seller and any officers or employees of Purchaser;

vi) that the Seller shall neither directly nor indirectly engage in money laundering activities during the course of the Order/Contract.

vii) that the Seller has not acted and/or is not acting and/or will not act contrary to the provisions of paragraphs (v)-(vii) above in connection with any Contract/Order entered into with the Purchaser and that the Seller has not acted during the last twenty five years prior to the date of submission of the proposal and/or is not acting and/or will not act contrary to the provisions of
paragraphs (i)-(iv) above in connection with any Contract/Order entered into with the Purchaser.

In the event the Seller has acted contrary to the above, vis-a-vis the Purchaser (summarized as “Legacy Compliance Matters”) the Seller is obliged to describe in a separate document the Legacy Compliance Matters, their current status, sanctions imposed and remedial action taken including, where applicable, any adequate policies and procedures designed to prevent such action.

viii) additionally, that the Seller has not, including none of its current or former officers or employees (during their engagements as officers or employees with the seller), been convicted, charged or otherwise deemed in violation of any Relevant Anti-Corruption Laws in the five years prior to the final date of submission of the proposal. In the event that the Seller or anyone acting on its behalf, has been convicted, charged or otherwise deemed in violation of any Relevant Anti-Corruption Laws, such convictions/charges/violations, their current status, penalties imposed and any remedial action taken thereafter (including, where applicable, implementation of any adequate policies and procedures to prevent any further similar violations), shall be disclosed and also included in the Legal Compliance Matters document.

ix) that throughout the period of any transaction with the Purchaser:

a. the Seller (not included: affiliates, branches and permanent establishments of the Seller) is not founded in and/or the execution of this Contract/Order is not managed from any of the countries designated as an enemy country and is not otherwise designated as an enemy under the Trading with the Enemy Ordinance 1939.

The meaning ascribed to the terms Seller as referred to in this Article 22(a)(x)(a) only, shall be: corporations parties to this Order/Contract only.

b. the Seller is not directly, or to the best of the Seller's knowledge, indirectly, subject to any: (1) U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) as such may be from time to time; (2) sanctions administered by Israeli Government Ministries as such may be from time to time, or (3) any sanctions administered by any corresponding authority in any EU member state (the “Other Authorities”), as such may be from time to time.

The Seller hereby undertakes and declares that it shall not engage in any business activities, to the extent that such activities are in violation of sanctions administered by OFAC, Israel and Other Authorities”

c. The Seller has never been designated as an "unlawful association" or terrorist organization, nor have any of its officers or employees been declared as being involved in, or otherwise affiliated with the financing of designated terrorist activities as designated under Israeli or other relevant jurisdictions' sanctions laws, regulations and ordinances, as they may be updated from time to time.

For purposes of this provision:

a. the term "Seller" includes the Seller, any of its directors, officers, agents, employees, parent company, first degree subsidiaries, related companies and affiliates.
b. the terms "Ordinance", "Law" or "Regulation" shall also include subsequent amending legislation as well as subsidiary legislation and regulations.

(b) In the event of reasonable suspicion that the Seller failed to comply with the provisions of Subarticle (a) above, Purchaser reserves the right, in its exclusive discretion, subject to hearing the seller's claims, to:
   i. exclude it from any other Procurement Procedures regarding to which there is suspicion that the aforesaid action was performed and/or from any other procedure (hereinafter: "the Procurement Procedure"); and/or
   ii. reject its proposal submitted in the procurement Procedure; and/or
   iii. at any time cancel its award in the Procurement Procedure and/or at any time cancel this Contract/Order or any other Contract/Orders entered into with Purchaser.

(c) In the event the Seller is a Family Member and/or employs a Family Member as detailed in Article (a)(iv) above, the Seller shall make full disclosure in writing to Purchaser of details of the identity and position held by such employee and no such Family Member shall be in any way connected with the performance of this Contract/Order without receiving the prior written consent of Purchaser.

d) At the time of submission of the Seller's proposal, the Seller declared and undertook full compliance with the provisions of the Restraint of Anti-Trust Law 5748 – 1988 and/or the instructions of the Commissioner of Restraint of Trade duly appointed by the Minister of Industry, Trade and Employment and the laws pertaining to freedom of contract and competition (including the formation of monopolies, cartels etc.).
   In the event, such declaration is found to be false, the Purchaser shall have the right to cancel the Order/Contract.
   In the event the Seller is found to have acted in conflict of interests, at the time of submission of the Seller's proposal, the Purchaser shall be entitled to cancel the Order/Contract.

(e) The Seller is required to bring the provisions of this Article to the attention of its employees, sub-suppliers, representatives, agents and any person on the behalf thereof that is involved in any manner in the Contract/Order.