



Photo by Oded Karni

# Tel Aviv-Yafo Sports Palaces Ltd.

**Public Tender no. 5/2023 for Obtaining Primary Sponsorship Right (including Naming Rights)  
for the Bloomfield Stadium in Tel- Aviv-Yafo:**



peer & levin communications

## **Preamble**

1. Tel Aviv-Yafo Sports Palaces Ltd. (hereinafter - "**the Company**"), announces a call to Tender for sending bids within Public Tender no. 5/2023 for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium in Tel Aviv-Yafo (hereinafter - "**the Stadium**" and "**the Tender**", accordingly) and everything specified in the following and in compliance with the provisions in the Agreement (Annex 6 to the Tender) and the rest of the Annexes in the Tender.
2. This Tender deals with obtaining the primary sponsorship, including inter alia, naming the stadium in the name put forth by the sponsorship whose bid has declared the winning bid in the Tender. The name shall include the name "**Bloomfield**" as part of the name, followed by the term "**Stadium**" (for example "**Bloomfield Stadium XXX**"), as specified in section 20 below and all other terms and conditions specified in the Tender and its Annexes, including the Agreement (Annex 6) (hereinafter - "**Sponsorship Right**" and "**Sponsorship Name**" accordingly).
3. The Stadium is located in the city of Tel Aviv-Yafo. It was built in 1962 and has undergone extensive expansions and renovations in 2016-2019. The Stadium encompasses about 35,000 sqm, it has about 30,000 seats and is accessible to handicapped persons and people with disabilities. The Stadium has 10 stately skyboxes, 4 dressing rooms, 6 floors, 33 entrances, 21 catering businesses, a public area and a VIP hall that encompasses about 900 sqm for events. The Stadium meets the highest standards set by UEFA (category 4). The Stadium hosts a broad spectrum of sport activities that attracts a large audience, and it enjoys immense publicity coverage. The Stadium is the home to the football teams: Maccabi Tel Aviv, Hapoel Tel Aviv and Bnei Yehuda. The national teams are also play there frequently. The Stadium hosts international and local artists/entertainers.
4. The Tender is open only to bids made by bidders who meet the prerequisites.
5. In their bid, bidders shall indicate their business spheres and shall suggest the sponsorship name and matching logo, as well as the concessionaire fee that they bid to pay for the sponsorship rights.
6. The name of the sponsorship shall be the commercial name and brand of the Bidder only, and not the name of an individual, whether alive or has passed, unless it is an existing commercial brand or part of an existing

commercial brand. The name of the sponsor will not be the name of a sports team/club/association/union in Israel or a name that includes words or combinations of words from the name of a sport team/club/association/union in Israel in such a way that it would - in the opinion of the Company - cause a reasonable person to think and/or understand that the name is related and/or has a connection, directly or indirectly, to a sports team/club/association/union in Israel and/or relate the name to a sports team/club/association/union in Israel.

7. The competition in the Tender shall be based on the Bidder's highest proposal of concessionaire fee for the sponsorship right.
8. Each bid shall be submitted by a single Bidder only and for the purpose of a single sponsorship name only.
9. The decision regarding the winner of the Tender is subject to approval by the Municipality of Tel Aviv-Yafo (hereinafter - "**the Municipality**"). The Municipality's decision to reject a Bidder in this Tender is subject to a mandatory written explanation of the rejection's arguments sent by the Municipality to the Bidder that was rejected, enabling a hearing before accepting the final decision.
10. The commercial engagement with the winner for the sponsorship right according the Agreement, shall be for a period of eight (8) years, starting from the end of sixty (60) days following the signing of the Agreement or a postponed date decided by the Company, as mentioned in section 11 below, and all this as specified in the Agreement (Annex 6 to this Tender) (and hereinafter - "**Agreement Period**"). Subject to fully and timely meeting all obligations specified in the Agreement, the winner shall have the right to extend the Agreement Period for an additional period of up to eight (8) years with accordance to all terms and conditions of the Tender and all its Annexes, subject to the extension of the Company's rights in the Stadium (hereinafter - "**Extension Period**"). The company will endeavor with the Municipality that its rights in the Stadium be extended, and if not - that the Municipality will allow the winner to exercise the right to extend the Agreement Period for the Extension Period.
11. The Company is authorized to postpone the beginning of the Agreement Period for any reason whatsoever and for no reason at all by sending a written letter to the Concessionaire. In this case, counting the days of the Agreement Period shall begin at the time set for the postponement of the beginning of the Agreement Period, which the Company has set down and shall end at the termination of eight (8) years from the aforementioned

date, if it will not be extended according to the Agreement.

12. The physical condition of the Stadium at the time that the sponsorship right is granted to the winner according to all terms and conditions of the Tender and all its Annexes shall be according to its physical condition at that time AS IS.

#### **The Tender Manual and how to purchase it**

13. The Tender Manual contains all the Tender documents. These documents are the property of the Company and no one is authorized to use any kind or type of these documents for any purpose other than submitting a bid in this specific Tender only.
14. The Bidder is required to purchase the Tender Manual from the Company and to submit its bid according to the Tender Manual. Any deviation from the provisions in the Tender Manual could result in the disqualification of the bid, according to the sole and absolute discretion of the Company.
15. The Tender documents can be purchased from the Company's office in Menora Mivtachim Arena, 51 Yigal Alon Street, Yad Eliyahu, Tel Aviv-Yafo on Sunday through Thursday from 09:00 to 16:00, at a payment for participation of NIS 1,000 (in words: one thousand New Israeli Shekels) + VAT. This sum is not refundable. One can peruse the tender documents free of charge in the Company's Internet site at: [www.sportpalace.co.il](http://www.sportpalace.co.il) under the tab: "Tenders" and under the tab: "Naming Bloomfield 2023".
16. When purchasing the tender documents, the purchaser is required to leave its details: the bidder's full and exact name, full address, telephone number, e-mail address, fax number, name of contact person). These details must also be sent to: [anat@sportp.co.il](mailto:anat@sportp.co.il) and to indicate that this concerns an application to register for the Tender, mentioning the name and number of the Tender.
17. A Bidder who does not send the aforementioned details, might not receive announcements and updates related to the Tender or answers to clarification questions about the Tender, and might find his bid disqualified due to incompatibility with the conditions and clarifications that will be published after the publication of the Tender, and the Bidder shall waive in advance any claim in this matter.
18. A Bidder who has purchased the Tender documents and is interested in taking a tour of the Stadium prior to submitting a bid, may coordinate this in advance with the Company via telephone number 03-6376000.

19. The bid and all its Annexes, as required in the Tender, must be deposited in the tenders box in the Company's office at Menora Mivtachim Arena, 51 Yigal Alon Street, Yad Eliyahu, Tel Aviv-Yafo in a closed envelope with the written caption on it: "**Public Tender no. 2023/1 for Obtaining Primary Sponsorship Right (including Naming Rights) for the Bloomfield Stadium in Tel Aviv-Yafo**". The bid must be submitted up to the last date indicated in timetable further in this document. The Company will not discuss any bids submitted later than the aforementioned deadline.

#### Summary of fixed dates for the Tender

Final date for submitting clarifying questions	July 16, 2023
Final date for submitting the Bank Guarantee for a prior approval by the Company	Seven (7) days before the deadline for tender submissions
Final date for submitting bids	August 1, 2023 at 12:00 PM
Validity of the tender guarantee	December 1, 2023 (including)

#### The Agreement in the matter of the Tender

20. The Company shall grant the winner of the Tender the primary sponsorship right in the Stadium, including the following rights, and everything specified in the Agreement and subject to what is stated therein, as follow:
- 20.1 The stadium shall bear the sponsorship name that the Bidder proposes, including the name "**Bloomfield**", which will be part of the sponsorship name and will appear before the sponsorship of the Bidder, followed by the term "**Stadium**" (for example: "**Bloomfield Stadium XXX**"), and the matching logo, according to the proposal made by the Bidder in his bid and subject to the approval of the Company. The name must meet all legal requirements, including all relevant municipal by-laws laws. The proposed and approved name shall appear on all official papers, business cards, Internet site, publications, etc. related to the Stadium.
- 20.2 The sponsorship name shall be positioned, installed, glued by the Concessionaire and at his expense and responsibility, in various places in the Stadium and/or on signs directing to the Stadium (in accordance with the provisions in Annex 3 of the Agreement (Signage Annex), in places determined by the Company according to its sole and absolute discretion, and as stated in sections 20.4

and 20.5 below.

- 20.3 The sponsorship name shall appear on all notification and/or announcements and/or advertisements of and/or on behalf of the Company with regard to all other games and events taking place in the Stadium, which are open to the public, with the exception of those that have been produced/will be produced before the Agreement Period.
- 20.4 The Concessionaire shall be authorized to install, at his expense and responsibility, signage with the Sponsorship Name and Sponsorship Logo, on the Stadium facades and on the Stadium's outer envelopes, subject to the approval of the Company and/or any legal and/or other authorized authorities, and to all legal requirements including all relevant municipal laws, with accordance with the Signage Annex (Annex 3 to this Agreement).
- 20.5 The Concessionaire is entitled, at his expense and responsibility, to install signs in the Stadium with the Sponsorship Name and its logo. Their size and position shall be coordinated with the Company and is subject to its prior approval. This applies to all the Stadium games and events and all according to the Signage Annex (Annex 3 to the Agreement), and will be subject to the guidelines and/or regulations and/or limitations of UFEA and/or FIFA and/or other bodies related to the matter.
- 20.6 The sponsorship name shall appear on all entry tickets to the games and events in the Stadium, except for tickets that were produced/will be produced before the beginning of the Agreement Period.
- 20.7 The Concessionaire is entitled to use the Stadium name and/or its photographs in his advertisements and/or in his products, subject to the coordination and prior approval by the Company.
- 20.8 The Company shall put a skybox for the use of the Concessionaire in all paid games or events in the Stadium that are open to the public, and fifteen (15) tickets to the aforementioned skybox as well as four (4) parking spaces in the parking lots near the Stadium. If for any reason whatsoever it is not possible to watch an event from the skybox, fifteen (15) entrance tickets will be put at the disposal of the Concessionaire to the same event instead, at well-placed seats in the Stadium according to the choice of the Company.

- 20.9 The Concessionaire shall be entitled to hold up to three events per calendar year in the VIP hall or in any other space of his choice in the Stadium (not including the grass field), subject to prior coordination of the available timeframe within the games and events schedule of the Company, based on availability and coordinated in advance with the Company and subject to its policies. It is clarified that this entitlement cannot be transferred from year to year and/or be accumulated. For the purpose of these events, twenty (20) parking spaces in the Stadium VIP Car Park shall be at the disposal of the Concessionaire in each event. The Concessionaire shall receive the use of the Stadium without equipment, installations and/or workforce, without food or beverages and without services for ushering, parking (except as mentioned), cleaning, or covering the grass field, and he shall bear all necessary expenses, including insuring the event and on-going costs, directly or indirectly, as related to producing and holding the event and returning the Stadium to its previous state and condition at the end of the event.
- 20.10 The installation of all signage in compliance with the Signage Annex (Annex 3 of the Agreement) shall be the responsibility of and at the expense of the Concessionaire, subject to the advance coordination and prior approval of the Company. The Concessionaire shall also bear the costs of fees and/or levies and/or payments related to his signage activities in the Stadium.
21. When submitting the tender bid, each Bidder authorizes and declares to have visited the Stadium, viewed and inspected it, including everything related to its structure, form and its areas for publicity purposes. A Bidder that has not done so, shall be deemed and considered to have waived the opportunity to visit and/or to inspect the Stadium in his own consideration and he shall not have any claims against the Company and/or on its behalf in this matter.

**Prerequisites for participation in the Tender**

22. As long as the Tender does not specify otherwise, the Bidder must meet all the following prerequisites:
- 22.1 The Bidder must have a permanent address in Israel for the purpose of providing documents, including court documents and this address shall be obligatory for the bid throughout the Agreement Period and following its termination for all intents and purposes. A

corporation that submit a bid must be legally registered in Israel at the time of submitting its bid. A Bidder, which is a foreign/alien company must be legally registered as a foreign/alien company in Israel at the time of submitting its bid in the Tender.

- 22.2 The business activities of the Bidder are legal in Israel at the time of the bid. In case of an incorporated Bidder, the aforementioned requirement must also be met with regard to its controlling stakeholders and officers under the termination of this roles and/or their equivalent in the Securities Law 5728-1968 and the Companies Law, 5759-1999.
- 22.3 The business activities of the Bidder, the Sponsorship Name suggested in the Tender, are in line with the sport and cultural activities that take place and/or are scheduled to take place in the Stadium and/or are in keeping with the objectives/business of the Company as well as the consideration whether they are suitable to a leading sport and culture Stadium in the city of Tel Aviv-Yafo and in the State of Israel in general, with all that entails and results therefrom, all this at the sole and absolute discretion of the Company;
- 22.4 The Bidder is a strong financial entity capable of meeting all the obligation in the Tender, according to his bid and the Agreement, to the satisfaction of the Company, inter alia, the following fulfillment of the accumulative conditions: (1) Revenue in each of the following years 2020, 2021 and 2022 was at least NIS 50,000,000 (in words: fifty million New Israeli Shekels). Regarding an incorporated Bidder also: the equity capital of the Bidder at the time of submitting the bid is at least NIS 50,000,000 (in words: fifty million New Israeli Shekels). For the purpose of this demand only: if the Bidder is part of a group of companies with the same controlling stakeholders, it is also possible to take into consideration the total business revenue and the total equity capital of other corporations in the same group of companies;



- 22.5 To ensure that the Bidder upholds his proposal in the Tender, the Bidder must attach to his bid an autonomous and unconditional Bank Guarantee issued by an Israeli Bank upon his request (not a request by a third party), in the sum of NIS 100,000 (in words: one hundred thousand New Israeli Shekels) valid until the exact date as specified in the timetable above. The Bank Guarantee must bear the Bidder's full name and must be in the exact version attached to the tender as Annex 2. The Bidder shall bear all expenses related to issuance of the Bank Guarantee. **Bidders are required to make sure that there is full and complete match between the version of the Bank Guarantee and the version attached to the Tender;**
- 22.6 A Bidder who has not submitted the version of the Bank Guarantee that he intends to attach to his bid to the Company for examination or a Bidder who has not attached to his bid the results of the examination by the Company
- 22.7 The Bidder has purchased the tender documents from the Company and paid the Company the purchase fee of NIS 1,000 (in words: one thousand New Israeli Shekels) + VAT. This sum is not refundable.
- 22.8 Subject to the applicable law, non-fulfillment of any of the conditions listed below or non-delivery of any documents specified below, in the required manner, shall entitle the Company the right to disqualify the bid. Without derogating from the generality of the aforesaid, the Company reserves the right, according to its sole discretion, to demand from bidders, following the submission of the bids, to complete any missing data and/or declarative authorization and this, inter alia, for the purpose of proof of the Bidder's compliance with the prerequisites and/or pre-conditions stipulated in the Tender and all its Annexes and documents. Unless stated otherwise, with regard to a document and/or a particular certification, it is possible to submit the original of the particular document or its photocopy certified by an attorney as a true copy of the original.

### **Submitting the bid**

23. In addition to the aforementioned in section "Prerequisites for participation in the Tender", the Bidder must attach to his bid all the following documents:
- 23.1 The Company tax receipt in the name of the Bidder for the purchase

of the tender documents by the Bidder. For this demand only - in case the Bidder is part of group of companies of the same controlling stakeholders, a tax receipt in the name of other corporations within the same group is also acceptable;

- 23.2 Bid form (Annex 1 to the Tender) signed and confirmed as required;
- 23.3 If the Bidder is a corporation - confirmation of registration regarding corporations of the type as that of the Bidder, specifying all the shareholders in the Bidder and its directors. In a public Company whose shares are listed in the stock exchange, sufficient to specify the corporate stakeholders (whomever holds more than 5% of the control means in the corporation, as defined in the Securities Law, 5728-1968) as well as confirmation of an attorney/CPA attesting to the existence of the corporation and on being the authorized signatories in its name on the Tender documents and to obligate the Bidder with their signatures, according to the version in Annex 3 to the Tender.
- 23.4 Photocopy of the Bidder's VAT certificate;
- 23.5 Declaration of the Bidder, legally validated before an attorney, in the version attached to this Tender as Annex 4 that: (1) there are no legal proceedings against the Bidder in court and/or other legal tribunals and/or any other court cases that could prevent the Bidder from complying with the prerequisites of the tender and/or regarding the fulfillment of his undertaking in the Agreement in case his bid shall be announced as the Tender winner; and (2) the Bidder is not in the midst of bankruptcy proceedings and/or in solvency and/or liquidation/dismantling;
- 23.6 An affidavit of the Bidder according to the Public Bodies Transactions Law, 5736-1976 legally validated before an attorney, in the version of Annex 5 attached to the Tender;
- 23.7 Documents describing the business activities of the Bidder as proof for the prerequisite of the prerequisite in sections 22.3 and 22.4 and CPA confirmation as a proof for the prerequisite in section 22.4;
- 23.8 Bank Guarantee, as stated in section 22.5 above;
- 23.9 A document signed by the Bidder with answers to clarification questions;

- 23.10 The manual containing all the Tender documents and their Annexes, signed by the Bidder at the bottom of each page. In addition, the Bidder shall sign his initials at the bottom of each page of the Agreement (Annex 6 to the Tender), including all the Annexes and sign his full name in the place intended for that in the last page of the Agreement and his signature validated by a lawyer's signature in the designated place.
24. Any detail that emerges as incorrect and/or inaccurate shall entitle the Company, inter alia, the right to disqualify the bid of the Bidder. Any additions, corrections, changes or reservations from the aforementioned in tender documents are absolutely prohibited and shall not be valid, and shall entitle the Company the right to disqualify the bid or to ignore the additions and/or corrections and/or changes and/or reservations from the aforementioned and to consider the bid as if these did not exist. For the avoidance of doubt, it is clarified that the bid that will obligate the Company, in case that the Bidder's bid is declared the winning bid, shall be the bid without the additions and/or corrections and/or changes and/or reservations. If the Bidder refused to sign the Agreement, the Bidder shall be considered a party that withdrew his bid and the Company shall be entitled, inter alia, to foreclose the Bidder's Bank Guarantee without derogating from any other legal remedy and/or right available, in this case, according to the Tender documents and/or according to any law.

#### **Concessionaire fees**

25. The Bidder shall specify in his bid the total amount of the Concessionaire Fees that he offers to pay the Company for the sponsorship right for the entire Agreement Period (without the extension period), indicated in New Israeli Shekels without VAT (hereinafter - "**Concessionaire fees**"). The Concessionaire Fees shall be linked each year to increases (only increases) according to the Consumer Price Index published by the Central Bureau of Statistics (Israel) or any other official index that shall replace it. The base index for calculation the linkage shall be the index of April 2023 which is published on May 15<sup>th</sup> 2023 (hereinafter - "**the Index**" and "**the base index**", accordingly), and shall be calculated in accordance to the Agreement (Annex 6 to the Tender).
26. The fee proposal shall be submitted in a **closed envelop, separate from all the rest of the tender documents**. Only Bidders who have complied with the prerequisite, shall move to the next stage of the Tender and their Concessionaire Fees proposal shall be examined.

**Tender guarantee**

27. If the Bidder's proposal does not win the Tender, he will be invited to the Company's offices to receive back the Bank Guarantee he attached to his bid, subject to section 30 below. As long as the Bidder does not arrive to receive the Bank Guarantee back within seven (7) business days from the day the notice is sent by the Company, the Company will be entitled (but not obliged) to send the Bank Guarantee to the Bidder by registered mail. The Bidder whose proposal will be announced as the winning bid in the Tender, shall have his Bank Guarantee returned fifteen (15) business days after he and the Company have signed the Agreement, and produced the performance Bank Guarantee and all other certificates and documents that he is required to produce to the Company in accordance with the provisions of the Agreement - all these conditions together.
28. According to the demand of the Company, the Bidders shall deliver to the Company the bank's confirmation for the extension of the Bank Guarantee that was attached to their bid in the Tender. This procedure shall be repeated as long as demanded by the Company, so that the Bank Guarantee shall be valid at least until thirty (30) business days following the final decision of the Company regarding the winner of the Tender, and regarding the winner of the Tender - until at least thirty (30) business days after he has fulfilled all the conditions specified in section 27 above.
29. The Company is authorized to present the Bank Guarantee to the bank for full redemption following a written notification to the Bidder and after providing the Bidder a written hearing opportunity limited in time as indicated in the Company's notification, and this if one or more of the following is found to be related to the Bidder:
- 29.1 The Bidder acted deceivably during the process of the Tender, in trickery way or fraud or dishonesty or lack of integrity;
  - 29.2 The Bidder submitted disinformation to the Tenders Committee or information that was essentially inaccurate;
  - 29.3 The Bidder withdrew or cancelled his bid in the Tender;
  - 29.4 The Bidder was required to extend the validity of the Bank Guarantee, as aforesaid in section 28, and did not comply with the demand at the period indicated in it;

- 29.5 The Bidder whose bid was declared as the winning bid in the Tender did not act diligently, effectively and continuously and did not act on the date/dates determined by the Company for signing the Agreement and/or for performing the activities and/or for fulfilling the conditions determined in the Agreement and the Tender documents and/or did not pay the Company the full Concessionaire fees, and all this according to the requirements of the Company.
30. If the Company has presented the Bank Guarantee for payment and collected its amount, the entire amount will be used as an agreed and pre-estimated compensation for the events listed in section 29 for which the Bank Guarantee was presented for repayment and collected. In such case, the Company shall receive the full amount of the Bank Guarantee without the need to prove that it suffered damage and/or the amount of the damage caused, and this without detracting from any other right and/or legal remedy that the Company may have against the Bidder in such case according to the Tender documents and according to any law. By submitting a bid in the Tender, the Bidders give their consent in advance and waive in advance any right and/or claim against the Company in the matter.

**Preliminary examination of the Tender Bank Guarantee**

31. A Bidder may (but is not required to) deliver to the Company, for preliminary examination and prior approval, an unsigned copy of the tender Bank Guarantee that he intends to attach to his bid.
32. The copy for examination will be sent to the Company via e-mail only, to: [anat@sportp.co.il](mailto:anat@sportp.co.il), no later than seven (7) business days before the deadline for submitting bids in the Tender. It is the Bidder's responsibility to verify receipt of the e-mail by the Company and to receive confirmation from the Company by e-mail of its receipt.

33. The Company will send the examination result to the Bidder by e-mail three (3) business days before the deadline for submitting bids in the Tender. If the Bidder submitted the Bank Guarantee for a preliminary examination and received the result, he must attach the result of the preliminary examination to his bid. In case of a mistake made in the Company's examination, and the wording of the tender Bank Guarantee was approved by the Company despite the defects, the Company will not disqualify the Bank Guarantee due to the defects that was found in the copy that was sent by the Bidder to the Company for a preliminary examination of which the Company mistakenly approved despite the defects. A Bidder who has not submitted the version of the Bank Guarantee that he intends to attach to his bid to the Company for examination or a Bidder who has not attached to his bid the results of the examination by the Company.
34. In any case, failure to accept the results of the Company's preliminary examination for any reason whatsoever, will not exempt the Bidder from submitting the Tender Bank Guarantee in the mandatory version and/or will not lead to the postponement of the date of submission of his bid in the Tender, and will not be considered as consent on the part of the Company to submit the version submitted for preliminary examination, and in any case will not establish any claim and/or claim and/or any other right for the Bidder against the Company.

#### **Clarification questions**

35. A Bidder who has purchased the manual, as required in this Tender, can submit clarification questions to the Company. The clarification questions must be submitted in writing only to Attorney Anat Bareket by e-mail: [anat@sportp.co.il](mailto:anat@sportp.co.il) up until the date indicated in the timetable in the preamble to the Tender. The Tenders Committee shall have the right, according to its absolute discretion, not to answer clarification questions that were not received by the Company on time or were directed in a different manner. All the questions and answers to the questions shall be summarized and distributed to all parties who have purchased the Tender Manual by e-mail according to the addresses indicated by them.
36. The bidders are responsible to verify the receipt of the clarification answers and any document and notification related to the tender. The Company shall be bind only by its clarification answers that were given in writing.

37. Without derogating from the aforesaid, the Bidder himself must obtain, and at his own sole responsibility, all the information that could be effective and essential for preparing his bid in the Tender and/or could affect his decision to submit a bid as well as the bid contents, including the Concessionaire Fees stated in the bid.
38. Submitting a bid shall be considered conclusive evidence that cannot be contradicted that the Bidder submitting the bid has received all the Tender documents, read them and understood their contents and that he accepts all the requirements, terms and conditions determined in the tender documents.

### **Examining the bids**

39. In the first stage, the Tenders Committee shall examine whether the bid complies with all the prerequisites of the tender.
40. Bids that have complied with the prerequisites, shall move to the next stage of opening the envelopes with the Concessionaire Fees proposals of the bids that meet the prerequisites. Envelopes with the Concessionaire Fees that did not comply with the prerequisites, shall not be opened and will be returned to the relevant Bidders together with the Bank Guarantee that was attached to their bid, at the time determined for this in the aforementioned section 27.
41. The Company made an appraisal of the value of the transaction in the Tender. The appraisal shall not be published, but will be placed in a closed envelop in the tenders box prior to the last date for submitting the bids and will be opened together with the opening of the envelopes with the Concessionaire Fees proposals. The Company is entitled to disqualify bids under the appraisal.
42. In case that the sum of the Concessionaire Fees in the two highest acceptable bids submitted in the Tender shall be found identical, the Tenders Committee shall hold a lottery between the identical bids. In this case, the Company's Tenders Committee shall determine the terms and manner of implementing the lottery and shall notify those bidders of its decision in writing.
43. Subject to applicable law, the Company reserves the right:
- 43.1 Not to accept the highest bid and/or any of the bids submitted in the Tender and/or to cancel the Tender, or parts of it at any given time;

- 43.2 To disqualify a bid which is deficient, erroneous and tricky or based on an incorrect assumption or on erroneous understanding of the Tender, unless the Tenders Committee has decided otherwise based on special reasons that will be recorded;
  - 43.3 Not to consider any bid, which is unreasonable with regard to the sum of the Concessionaire Fees proposed by the Bidder, or due to lack of reference to sections of the Tender, which does not enable the Company, in its discretion, to make a decision with regard to the Bidder's bid and/or to assess the bid properly.
  - 43.4 Not to consider any bid that did not include the necessary documents;
  - 43.5 To contact the Bidder in the course of the examination and assessment of in order to obtain clarifications about his bid or to remove vagueness that emerged in the course of the examination of his bid;
  - 43.6 To contact the Bidder in the course of the examination in order to obtain data and/or necessary authorizations, which in the opinion of the Company and according to its discretion, are necessary for examining the financial strength of the Bidder and/or his bid in general.
44. The Bidder, whose bid declared the winning bid in the tender, undertakes to sign the Agreement in the version attached as Annex 6, immediately upon request by the Company and on the date determined by the Company, no later than seven (7) business days following the date of the request. If the Bidder has not signed the Agreement according to the demand of the Company, the Company is entitled to cash the Bank Guarantee that was attached to his bid and to foreclose its full value.
45. Upon signing the Agreement and to ensure the winning Bidder's obligation in the Agreement, the winning Bidder shall provide the Company, inter alia, an autonomous and unconditional Bank Guarantee issued by an Israeli bank, in the version attached to the Agreement as Annex 4, in the sum of 5% (in words: five percent) of the sum of the Concessionaire Fees throughout the entire Agreement Period plus VAT, valid from the date of signing the Agreement until ninety (90) days after the termination of the Agreement Period. The sum of the Bank Guarantee shall be linked to increases (only) of the index, starting from its issuance date.
46. The bids shall be valid up to a hundred and twenty (120) days from the last



date for submitting bids, as stated in the timetable above. The Company is authorized, by a written notification, to demand from the bidders to extend the bidding period for an additional period of a hundred and twenty (120) days and to extend the Bank Guarantee period that was attached to the tender, as determined in section 28 above, accordingly. A Bidder who will not comply by the demand, shall be considered a Bidder who has withdrawn his bid. The Company shall then be entitled, inter alia, to cash the Bank Guarantee that was attached to his bid and to foreclose its full sum, without derogating from any other available remedy and/or right in accordance to the tender terms and all laws.

47. In the event that the winning Bidder withdraws from his bid in the Tender and/or does not realize his win in the Tender and/or the Agreement between him and the Company following his win is not realized for any reason, the Company will be entitled (but not obliged), at its sole discretion, to declare that the winner in the Tender is the Bidder whose bid was the next best qualified bid submitted in the Tender. The aforementioned does not give the Bidder of the next best qualified bid the right to have his bid declared as the winning bid.

#### **General**

48. The Company expressly announces that it does not consider the information it requested in the Tender documents to be trade secrets or professional secrets of the bidders in the Tender. Therefore, the Company will make available to the participants in the Tender for review the bid of the Bidder whose bid will be declared as the winning bid in the Tender, in full, if they request it, subject to the applicable law.
49. The Company is not responsible for any explanations and/or interpretations given orally to bidders in the Tender. **The Company will be obligated only by a written document signed by the Company and/or by an individual who was legally authorized by the Company on its behalf.** The Company is entitled at any time prior to the last date for the submission of bids, to implement changes and/or corrections in the Tender documents at its own initiative or provide answers to the questions of the participants in the Tender. The aforementioned changes and corrections shall be an integral part of the Tender conditions and will be sent by e-mail to the parties purchasing the Tender, according to the e-mail addressed they provided upon purchasing the Tender.

50. The Company reserves the right to cancel the Tender or any condition specified in it, at any time and even after the final date for submitting bids to the Tender. As part of its sole discretion in this matter, the Company is authorized, inter alia, also to consider the number of bids submitted, the extent to which they comply with the Tender requirements and the proposed Concessionaire fees.
  51. In addition, and without derogating from the provisions of this Tender, the provisions of any law and/or ruling, the Tenders Committee shall be entitled to correct any defect in the bid or to waive the defect, if it finds that this decision serves the public interest and the purpose of the Tender, for reasons to be recorded.
  52. The bidders shall bear all the expenses related to their participation in the Tender and shall not be eligible to any compensation, indemnification or refund from the Company for these expenses, also if their bid is not awarded the Tender and/or if the Tender is cancelled for any reason.
  53. To avoid any doubt, it is clarified that the declaration by the Company of the winning bid in the Tender, does not end the Tender procedure or create contractual relationship between the Company and the Bidder whose bid won the Tender. As far as the Company is concerned, nothing will be done with regard to the Tender and its results, before the Agreement is dully signed by the Company by its authorized signatories. Within the timeframe of declaring the winning bid and the signing of the Agreement by the Company, the Company may, among other things, cancel its decision or change it at its absolute and sole discretion.
  54. The exclusive local authority for any legal dispute concerning the Tender, shall be the authorized court in the district of Tel Aviv-Yafo.
  55. This Tender is addressed to both women and men. The use of the male form in the Tender documents is for convenience only and wherever in the Tender documents the use of masculine form also means the feminine form.
  56. The Tender is published in Hebrew as well as in English. However, the binding version of the Tender will be the version in the Hebrew language and in any case of contradiction and/or inconsistency between the Hebrew version and the English version - the Hebrew version of the Tender shall be the determining and binding version.
-

Tel Aviv-Yafo Sports Palaces Ltd.

**LIST OF ANNEXES**

Annex 1 - Bid Form

Annex 2 - Bank Guarantee

Annex 3 - Attorney/Accountant Confirmation regarding Bidder's data

Annex 4 - Affidavit of the Bidder

Annex 5 - Affidavit according to the 5736-1976 Public Entity Transactions Law

Annex 6 - Sponsorship Agreement and its Annexes

**Annex 1**

**Bid form**

Name of Bidder \_\_\_\_\_  
Address \_\_\_\_\_  
Office telephone \_\_\_\_\_  
Mobile phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Name of contact person \_\_\_\_\_

To  
Tel Aviv-Yafo Sports Palaces Ltd.

Dear Sir/Madam,

**Subject: Bid for public tender no. 5/2023 for obtaining Primary Sponsorship Right (including Naming Rights) for the Bloomfield Stadium in Tel-Aviv-Yafo**

I, the undersigned ..... (full name of the Bidder) PC/ID/other ....., hereby undertake and affirm as follows:

1. By signing this bid, I confirm that I have carefully read, examined and I am fully understand the terms and conditions of the Tender and its Annexes, including the Agreement, and I agree to everything stated in the Tender documents, and will not submit any claims or demands based on lack of knowledge and/or a misunderstanding, and that I waive and give up on such or any other demands in advance.
2. I submit my bid in this Tender in my name and for myself only, without coordination, directly and/or indirectly, with another potential Bidder and/or anyone acting on his behalf, in good faith and with no conspiracy or manipulation.
3. I affirm that I meet all the prerequisites and all other conditions required of participants in the Tender, and that my bid meets all the requirements in the Tender documents.

4. My areas of practice are: .....
5. The Sponsorship Name proposed for the Stadium is: "**Bloomfield Stadium** .....".
6. I undertake to carry out the obligations in accordance with the terms and conditions of the Tender, the Agreement and their Annexes.
7. My bid is irrevocable and cannot be canceled, changed or amended, and it will be valid for one hundred and twenty (120) days from the last date for submitting the bids in this Tender. I am aware and I agree that the Company will be entitled to require me to extend this bid for an additional one hundred and twenty (120) days, and accordingly to extend the validity of the Bank Guarantee submitted with my bid in the Tender, by notifying me in writing. I am aware that if I do not do so by the date stated in the notice, the Company will be entitled to consider this a withdrawal of my bid in this Tender, and in such a case will be entitled, among other things, to demand payment of the Bank Guarantee submitted with my bid and to foreclose the full amount, without detracting from any other right and/or remedy at its disposal, in accordance with the documents of the Tender and any law. I agree to this in advance and waive and/or give up any claim against the Company and/or on its behalf in the matter.
8. For the Primary Sponsorship Right (including Naming Rights) for the Bloomfield Stadium with accordance to the term and condition of the Tender, I am offering to pay the Company Concessionaire Fees for the entire Agreement Period (eight (8) years) in a total sum of ..... NIS (in words: ..... New Israeli Shekels) plus VAT according to the applicable rate at the time of payment, linked to the annual increase (only) of the Consumer Price Index as specified in this agreement.
9. I hereby affirm and agree that the aforementioned sum of Concessionaire Fees that I am offering to pay, has been determined and calculated after reading and understanding the Tender and all its Annexes and after receiving all the information I needed for my bid, and I prevent myself in advance from any claims and/or demands in the matter.
10. I confirm that this bid complies with the purposes and powers stated in the corporate documents of the corporation submitting this bid and that I am authorized to sign the bid on its behalf (as far as a corporation

is concerned) and that there are no restrictions by law or by agreement or otherwise, for me to sign the bid and the documents of the Tender.

11. As stated in the terms of the Tender, the following documents are attached to my bid:

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-----  
-----  
-----  
-----

Respectfully,

Name:

-----

ID:

-----

Signature:

-----

Date:

-----

Name:

-----

ID:

-----

Signature:

-----

Date:

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**Confirmation of Signature**

I, the undersigned Attorney ..... (license number) ..... having my principal office at ....., hereby confirm that the Bidder ..... who has signed above is a ..... [specify the type of corporation] registered in accordance with Israeli law, and that ..... and ..... who have signed this bid on behalf of the Bidder are authorized to do so in its name and/or on its behalf and to bind the bidding corporation with their signatures, and that they have signed the bid before me on the basis of a valid resolution that the bidding corporation has reached in accordance with its by-laws and constitutional documents.

Date: .....

\_\_\_\_\_  
**Attorney** .....

**Annex 2**

**Bank Guarantee for Execution of the Bid in the Tender**

To:  
Tel Aviv-Yafo Sports Palaces Ltd.

Dear Sir/Madam,

Subject: **Bank Guarantee number .....**

1. At the request of ..... (hereinafter "**the Bidder**"), we guarantee to pay you up to 100,000 NIS (one hundred thousand New Israeli Shekels) (hereinafter "**Amount Guaranteed**"), that you demand from the Bidder in connection with his bid submitted within public tender no. 5/2023 for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium.
2. We will pay you within fifteen (15) days of receiving your first demand in writing, the entire amount specified in the demand up to the Amount Guaranteed, without having to prove your demand or demand the payment first from the Bidder.
3. This bank guarantee is valid until ..... (including) (hereinafter - "**Expiration Date**") only, and after this date it will be null and void.
4. Any demand on this Bank Guarantee must be sent to us at address: ....., before the Expiration Date stated in clause 3 above.
5. This Bank Guarantee cannot be transferred or assigned.

Sincerely,

Bank .....Ltd.

Branch ..... (Number .....)



**Annex 3**

**Confirmation of Attorney / Accountant of Bidder's Data**

To  
Tel Aviv-Yafo Sports Palaces Ltd.

Dear Sir/Madam,

Subject: **Public Tender no. 5/2023 for obtaining primary Sponsorship  
Right (Including Naming Rights) for the Bloomfield Stadium**

I, the undersigned, Attorney / Accountant ..... [fill in first and last name] license number ..... [fill in the license number], confirm the following details of the Bidder in the abovementioned tender:

1. Name of the bidding organization as it is registered in the official registrar: .....
2. Type of incorporation [for Bidder that is a corporation]: .....  
.....
3. Date of registration [for Bidder that is a corporation]: .....  
.....
4. Identification / Registration number: .....
5. Name of persons authorized to sign on behalf of the Bidder and commit the Bidder and their ID numbers and additional requirements, such as adding a stamp, if one exists<sup>1</sup>: .....
6. The Bidder's bid and all its documents have been signed before me by the Bidder's signatories [for Bidder that is a corporation] and their signature binds the Bidder.
7. The bidding corporation's resolution to submit the bid in the tender and the content of the bid have been determined in accordance with the by-laws and the constitutional documents of the Bidder<sup>2</sup>.
8. The following documents are hereby included:

<sup>1</sup> Only for a Bidder that is a corporation.

<sup>2</sup> Only for a Bidder that is a corporation.



**Annex 4**

**Affidavit**

I, the undersigned ..... ID number ....., having been forewarned that I am to declare the truth and that I will be subject to the penalties imposed by law if I do not do so, hereby declare as follows:

1. I am signing this affidavit on my behalf/on behalf of ..... requesting to enter into an agreement with the Company Tel Aviv-Yafo Sports Palaces Ltd. for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium (hereinafter - "**the Bidder**") within public tender no. .../2023 for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium.
2. I serve as the Bidder's ..... [*fill in position*] and am authorized to sign this affidavit on its behalf.
3. I hereby declare that as of the date of this affidavit, there are no lawsuits pending against me/the Bidder that could have an effect on my/the Bidder's ability to meet the prerequisites in the Tender and/or on fulfilling my/his obligations in the Agreement if my/his bid is declared the winning bid in the tender, and I am not/the Bidder is not in the process of bankruptcy and/or liquidation and/or other legal proceedings that may harm my/the Bidder's functioning if I win/the Bidder wins the Tender.
4. This is my name, this is my signature and the content of the Affidavit above is true.

**In witness thereof I hereby sign on this today .....**

-----  
**The Declarant**

**Confirmation of Declarant's Signature**

I, the undersigned Attorney ..... (license number .....), hereby confirm that on ..... [fill the date], appeared before me .....[declarant's full name] who identified himself by ID number ....., and after I forewarned him that he is to declare the truth and that he will be subject to the penalties imposed by law if he does not do so, confirmed the truth of this Affidavit and signed the Affidavit in my presence.

-----  
**Date**

-----  
**Stamp & license number of  
Attorney**

-----  
**Signature**

**Annex 5**

**Affidavit according to the  
Public Entity Transactions Law, 5736-1976**

I, the undersigned ..... ID number .....  
having been forewarned that I am to declare the truth and that I will be subject  
to the penalties imposed by law if I do not do so, hereby declare as follows:

1. I am signing this affidavit in accordance with the Public Entity Transactions Law, 5736-1976 (hereinafter - "**the Law**"), on behalf of ..... registration number ..... (hereinafter - "**the Bidder**"), who is requesting to enter into an agreement with the Company Tel Aviv-Yafo Sports Palaces Ltd. (hereinafter - "**the Company**") for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium within public tender no. .../2023 for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium.
2. I serve as the Bidder's ..... [fill in position].
3. The facts stated in the affidavit are known to me by virtue of my aforementioned position, from documents I have reviewed and from examinations and requests that I have made.

**Affidavit regarding compliance with Labor and Employment Law - in accordance with section 2b of the law**

4. Neither the Company nor its affiliates has/have been convicted prior to the submission of the bid, for more than two (2) peremptory judgments for felonies as they are defined under the Foreign Workers (Prohibition of Unlawful Employments and Assurance of Fair Conditions) Law, 5751-1991 and/or under the Minimum Wage Law, 5747-1987; and whether convicted in peremptory judgments for more than two felonies under those laws - the last conviction was not within one (1) year prior to the submission of the bid.
5. In this affidavit, the meaning of the terms "**means of control**", "**possession**" and "**control**" are as defined in the Banking (Licensing) Law, 5741-1981.
6. In this affidavit, the meaning of the terms "**affiliate**", "**convicted**" and "**offense**" are as defined in Section 2B of the Public Entity Transactions Law 5736-1976.

- 7. Adequate representation for people with disabilities - statement section 2b1 of the law.
- 8. The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 (hereinafter - "**Equal Rights Law**") do not apply to the Bidder, or they apply to him and he complies with them.
- 9. If the Bidder wins the tender and employs at least 100 workers, he undertakes to contact the Director General of the Ministry of Economy and Industry to review the implementation of his obligations according to Section 9 of the Equal Rights Law, and if necessary, to receive instructions regarding their implementation.
- 10. This is my name, this is my signature and the content of the Affidavit above is true.

In witness thereof I hereby sign on this today .....

\_\_\_\_\_  
**The Declarant**

**Confirmation of Declarant's Signature**

I, the undersigned Attorney ..... (license number .....), hereby confirm that on ..... [*fill the date*], appeared before me ..... [declarant's name] who identified himself by ID number ....., and after I forewarned him that he is to declare the truth and that he will be subject to the penalties imposed by law if he does not do so, confirmed the truth of this Affidavit and signed the Affidavit in my presence.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Stamp & license number  
of Attorney**

\_\_\_\_\_  
**Signature**

Annex 6

**SPONSORSHIP AGREEMENT**

Drawn and signed in Tel Aviv -Yafo on the date .....

**Between:**

**Tel Aviv-Yafo Sports Palaces Ltd. Co. No. 510492648**

Yigal Alon Street 51, Yad Eliyahu, Tel Aviv-Yafo

(hereinafter - "the Company")

**of the One Part**

**And Between:**

..... ID/PC/other.....

Address .....

(hereinafter - "the Concessionaire")

**of the Other Part**

**WHEREAS** The Company operates the Bloomfield Stadium in Tel Aviv-Yafo on behalf of the City of Tel Aviv-Yafo, which is the stadium owner (hereinafter - "the Stadium");

**AND WHEREAS** The Company has published a public tender No. 5/2023 for obtaining primary Sponsorship Right (including Naming Rights) in the Bloomfield Stadium (hereinafter - "the Tender") as specified in the Tender documents and its Annexes, which are attached to this agreement as Annex "1";

**AND WHEREAS** The Concessionaire participated in the Tender and his bid (attached as Annex "2"), was declared as the winning bid, according with and as stated in the Tender documents, which constitute an integral part of this agreement;

**AND WHEREAS** The Concessionaire declares and confirms that the Sponsorship Name and corresponding logo, including the marks in the logo name, are his and belong only to him and that he has no legal and/or other impediment of any kind and type that prevents him from using them as part of the Concessionaire's name and/or in the logo and/or in general.

**THEREFORE, IT IS STATED DECLARED AND STIPULATED BY THE PARTIES AS FOLLOWS:**

## 1. PREAMBLE, HEADINGS AND THE ANNEXES

- 1.1 The preamble to this agreement constitutes an integral part of it and serves as a base to the contractual relationship of the parties accordingly.
- 1.2 The headings of the sections are only intended for reading convenience and should not be used for purposes of interpretation. The terms mentioned in the agreement shall have the same meanings as defined in the Tender documents unless a different meaning is implied from the words and/or from their context.
- 1.3 The Annexes listed below are an integral part of the agreement:
- Annex 1** - Tender documents
  - Annex 2** - Bidder's proposal
  - Annex 3** - Signage annex
  - Annex 4** - Bank Guarantee version

## 2. THE SPONSORSHIP RIGHT

- 2.1 Subject to complying with all the obligations in this agreement and applicable laws, the Company shall award the Concessionaire the primary sponsorship right (including Naming Rights) in the Stadium (hereinafter - "**Sponsorship Right**"), which includes the following rights:
- 2.1.1 The sponsorship name of the Stadium is: "**..... Bloomfield Stadium**", and the Concessionaire declares and confirms that the name is his and belongs solely to him, including the marks in the logo name and that he has no legal and/or other impediment of any kind and type preventing him from using use them as part of the Concessionaire's name and/or in the logo and/or in general. The Concessionaire shall not change the name of the sponsorship and/or the subject of the aforesaid sponsorship during the entire course of the agreement, subject to section 10.7 below.
- 2.1.2 The Stadium shall bear the sponsorship name mentioned in section 2.1.1 above and the corresponding logo, according to the proposal of the Concessionaire, which the Company has authorized in compliance to all laws and municipal by-laws or other regulations (sponsorship name and corresponding logo shall jointly be called in this agreement - "**Sponsorship Name**");



- 2.1.3 The Sponsorship Name shall appear on, and all notification and/or announcements and/or advertisements of and/or on behalf of the Company with regard to all other events and games taking place in the Stadium, excluding those that have been produced/will be produced before the period of the Agreement, and on all official stationery, visiting cards, Internet website, etc. of the Stadium;
- 2.1.4 The Concessionaire shall be authorized to install, at his expense and responsibility, subject to the prior approval of the Company and/or any legal authority and/or other competent authorities, signs with the Sponsorship Name in various places in the Stadium, as specified in the signage Annex (Annex 3) as long as these comply with all legal requirements and/or relevant municipal and other by-laws and/or regulations;
- 2.1.5 The Concessionaire is entitled, at his expense, to install signs in the Stadium with the Sponsorship Name; their size and position shall be coordinated with the Company and with its prior approval, all according to the Signage Annex (Annex 3). This applies to all the Stadium games and events, subject to the regulations and /or guidelines of UEFA and/or FIFA and/or other sport associations in Israel and worldwide and/or other entities related to this matter only.
- 2.1.6 The Sponsorship Name shall appear on tickets to games and/or event taking place in the Stadium, excluding tickets that were issued/will be issued before the Agreement Period, excluding cases in which the Company itself have a conflicting obligation towards a third-party, or there is another legal impediment;
- 2.1.7 The Concessionaire is entitled to use the Stadium name and/or its photographs in his advertisements and/or in his products; this in coordination with and subject to the prior approval by the Company.
- 2.1.8 A skybox in a central location of the Stadium shall be at the disposal of the Concessionaire for every paid game or event in the Stadium, which is open to the public. This includes fifteen (15) tickets to the aforementioned skybox and four (4) parking spaces in places determined by the Company nearby the Stadium. If for any reason whatsoever it is not possible to reasonably watch an event (not games) from the skybox, fifteen (15) entrance

tickets will be given to the disposal of the Concessionaire to the same event, at well-placed seats in the Stadium according to the choice of the Company.

2.1.9 The Concessionaire shall be entitled to hold in the VIP hall or another space in the Stadium (not including the grass field area), up to three events per calendar year based on availability, subject to the Company's policies and to prior coordination of the available timeframe within the games and events schedule of the Company. It is clarified that this entitlement cannot be transferred from year to year and/or be accumulated. For the purpose of these events, twenty (20) parking spaces in the Stadium VIP Car Park shall be at the disposal of the Concessionaire. The Concessionaire shall receive the use of the Stadium without equipment, installations and/or personal and/or concierge services, without food or beverages and without services for ushering, parking (except as mentioned), and without cleaning services, or covering the grass field, and he shall bear all necessary expenses, including insuring the event and on-going costs. To remove any doubt, the use of the Stadium by the Concessionaire, shall be free of charge, however, the Company shall not bear any costs, directly or indirectly, related to producing and holding the event and returning the Stadium to its original physical and functional condition at the end of the event. These costs shall be at the expense of the Concessionaire alone.

2.1.10 Actual installation of all signs/boards in compliance with the Signage Annex (Annex 3) shall be the responsibility and at the expense of the Concessionaire, with advance coordination and prior approval of the Company. The Concessionaire shall also bear the costs of fees and/or levies and/or all other payments related to his signs/billboards in the Stadium.

2.2 Throughout the Agreement Period (as defined below), the Concessionaire undertakes to use his Sponsorship Right according and subject to the provisions in this Agreement and its Annexes, in accordance with the Company's instructions and according to all applicable laws and regulations.

- 2.3 To avoid any doubts, it is hereby clarified that the Sponsorship Right is subject to obtaining all the permits and/or authorizations and/or licenses as legally required for this purpose and the payment of all fees, including signs/billboard fees, and that the full responsibility for obtaining the licenses, permits, authorizations and the payment of the aforesaid fees applies entirely to the Concessionaire and at his expense, including compliance with all the conditions stipulated therein.
- 2.4 The Concessionaire declares and confirms that aside from the Sponsorship Right, as detailed and defined in this agreement, he shall not enjoy any right of any type and kind in the Stadium and/or its facilities and/or its surroundings and/or connected to the Stadium.
- 2.5 All the rights related to the Sponsorship Name, the corresponding logo and signs of the Concessionaire shall be his sole ownership and the use of these by the Company shall be in coordination with the Concessionaire. This Agreement does not transfer any intellectual property of the Concessionaire to the Company.
- 2.6 The Concessionaire obligates himself to take all required measures, at his expense, to ensure that all the signs/boards and installations that he will install according to this agreement, shall comply with all the requirements by all the competent authorities and that he has received all the necessary authorizations and licenses in advance.

### 3. DURATION OF THE AGREEMENT

- 3.1 The period of this Agreement is a fixed period of eight (8) years, starting at ..... until ..... (hereinafter - "**the Agreement Period**").
- 3.2 Subject to the complete and timely fulfillment of all the obligations by the Concessionaire according to this agreement, the Concessionaire also has the right to extend the Agreement Period for additional eight (8) years, which shall begin on the termination date of the Agreement Period as defined in section 3.1 above (hereinafter - "**Extension Period**"). Wherever in the agreement the term Agreement Period appears - also the Extension Period means complying by the changes required by the matter and accordingly. Exercising the right to extend the Agreement Period for the

Extension Period, by the Concessionaire, shall be in writing and delivered to the Company at least one hundred and eighty (180) days prior to the termination of the Agreement Period subject to fulfilling all the following conditions: (1) Extension of the Bank Guarantee (as defined in section 6.1 below) by a period of at least ninety (90) days, after the termination of the Extension Period and delivering a confirmation letter from the bank to the Company regarding the extension, at least thirty (30) days prior to the termination of the Agreement Period; (2) Delivery of authorizations from the insurance Company that has been insuring the Concessionaire regarding the fulfillment of the aforementioned insurances that are required in section 8 of the agreement regarding the Extension Period and/or related to it at least thirty (30) days prior to the termination of the Agreement Period; and (3) paying the first Concessionaire Fees due regarding the Extension Period, as stated in section 4.2 of the agreement, at least seven (7) days prior to the termination of the Agreement Period.

- 3.3 To avoid any doubt, it is clarified that the Concessionaire is not entitled to terminate the agreement prior to the termination of the Agreement Period or the Extension Period respectively. Termination of the agreement before the end of the Agreement Period or the Extension Period respectively, shall be considered a fundamental breach of contract by the Concessionaire and obligate him to fulfill all his obligation according to the agreement up until the end of the Agreement Period or the Extension Period respectively, including the obligation to pay the Company the full Concessionaire Fees (as defined below) for the entire Agreement Period or the Extension Period respectively, and furthermore to pay any third party and any authority any payment applicable to the Concessionaire, according to this agreement and/or any law and this without detracting from any other right that the Company may have in such a case according to the agreement and/or to any law.

#### 4. THE CONCESSIONAIRE FEES

- 4.1 In exchange for the sponsorship right during the entire Agreement Period (not including the Extension Period), the Concessionaire shall pay the Company Concessionaire Fees in the sum of ..... NIS (in words: ..... New Israeli Shekels) plus VAT (hereinafter - "**the Concessionaire Fees**").

- 4.2 If the Concessionaire shall exercise the right to extend the Agreement as stated in section 3.2 of the agreement, he shall pay the Company for the Extension Period the Concessionaire Fee plus an additional sum of five percent (5%) on the last Concessionaire Fee due by the Concessionaire before the beginning of the Extension Period, plus VAT (hereinafter - "**the Concessionaire Fee for the Extension Period**"). Wherever in the agreement where the words "**Concessionaire Fees**" appear, "**the Concessionaire Fee for the Extension Period**" is also included accordingly, unless it is explicitly otherwise stated or it is otherwise understood from the context uses or the text.
- 4.3 The Concessionaire Fee and the Concessionaire Fee for the Extension Period will be paid by the Concessionaire to the Company in equal and consecutive quarterly payments, the first one in advance at the time of signing the agreement and as a prerequisite for the Company signing the agreement, and the subsequent ones on the first day of the following quarter for a period of one quarter each in advance until the end of the Agreement Period and/or the Extension Period respectively.
- 4.4 The Concessionaire Fees does not include VAT which will be paid by the Concessionaire to the Company in addition at the time of payment of the Concessionaire fees, according to the applicable rate on the time of payment against a tax invoice of which the Company shall issue the Concessionaire. The VAT shall be considered part of the Concessionaire fee for all intent and purposes. Payment of the Concessionaire fee without full VAT, shall not be considered appropriate and correct payment of the Concessionaire Fees by the Concessionaire according to this agreement and shall be considered a fundamental breach of agreement by the Concessionaire.
- 4.5 The Concessionaire Fees shall be linked to increases (increases only) of the Consumer Price Index published by the Central Bureau of Statistics (Israel) (CBS) or any other official index instead of the CBS. The basic index for calculation shall be the index of April 2023 that will be published on May 15<sup>th</sup> 2023 (hereinafter - "**Linkage Differences**" and "**Base Index**" respectively). Index linkage calculation shall occur at the end of each year of the Agreement Period and/or the Extension Period respectfully, according to the last aforesaid index published in the last month of the same year or the last published index prior to the calculation each time - according to the highest of the two (hereinafter - "**Target Index**"), and the Concessionaire Fees owed by the Concessionaire to the Company the following year of the Agreement Period and/or the Extension Period respectfully, shall increase at the same rate that the target index exceeds the Base Index minus the increase in the

aforementioned index in the past year, and the Concessionaire Fees remain constant in that year. This will repeat itself every year of the Agreement Period and/or the Extension Period respectfully. Notwithstanding, If the concessionaire shall exercise the right to extend the Agreement Period for the Extension Period as stated in section 3.2 above, the base index for calculating the linkage during the Extension Period will be the index of the last month of the Agreement Period that will be published on the 15th of the first month of the Extension Period, while the target index will be the index of the last month of the same year or the last published index prior to the calculation is actually performed each time - according to the highest index. Payment of the Concessionaire Fees without the aforesaid linkage differences shall not be considered appropriate and correct payment of the Concessionaire Fees by the Concessionaire according to this agreement and shall be considered a fundamental breach of the agreement by the Concessionaire.

- 4.6 To avoid any doubt, it is clarified that in all cases the Concessionaire Fees in each year shall not be lower than the sums stated in sections 4.1 and/or 4.2, accordingly.
- 4.7 The parties agree that full payment of Concessionaire Fees (including index differences and VAT) on time, is a main, fundamental and essential condition in the agreement, and any delay of more than seven (7) days in payment shall be considered a fundamental breach of the agreement. Without detracting from any other right that the Company may have against the Concessionaire in such a case, the Concessionaire shall be liable for the period of delay to pay cumulative interest at the rate at that time at Bank Hapoalim Ltd. for loans in the NIS for the period of delay plus 2% per year, and the interest will be added to the basic payment due at the end of each quarter, and will bear itself interest as stated until the payment of the amount in arrears (and the interest applied to it) is fully paid. The interest as mentioned above shall be paid plus VAT. It is clarified that the payment of the principal without the interest as mentioned above (plus VAT), will not constitute an appropriate and correct payment of the debt in arrears.
- 4.8 The Concessionaire declares that the determination of the aforementioned interest rate is at his discretion and acceptable to him, and the Company's right to payment of the aforementioned interest rate on the amount in arrears will not detract from any other right it may have in such a case under this agreement and/or under any law but in addition to any aforementioned right.

- 4.9 It is hereby clarified that if the Concessionaire were to violate the agreement in a breach that would give the Company the right to cancel the agreement, and the Company did so, the cancellation of the agreement will not be to prejudice and/or detract from the Concessionaire's obligation to pay the Company the full Concessionaire Fees for the full Agreement Period and/or the Extension Period respectfully, and any other payment applicable to him according to this agreement.
- 4.10 Without detracting from the above, it is hereby expressly clarified that even if the Concessionaire does not use the sponsorship at all or if he makes only partial use of it, either temporarily or permanently, whatever the reason may be, including due to the failure to issue the necessary permit/license in accordance with the law or delays in issuing them, even if they were not the fault of the Concessionaire and/or for a reason that depends on him or partly on him and/or due to any other obstacle originating from the competent authorities and/or by virtue of a legal order - he will still be obligated to fulfill all his obligations according to this agreement, including the payment of the Concessionaire Fees also for the period in which he did not use the aforementioned right of sponsorship. In such a case, the Concessionaire shall not have any demand and/or claim of any kind and/or type against the Company, including (but not limited to) claims regarding damages of any kind and type, including direct and/or indirect and/or consequential damages, caused to him and/or to third parties, and he expressly releases the Company from any liability for such and other damages that may be caused to him in such a situation.

## 5. EXCLUSIVITY

- 5.1 During the Agreement Period, the Concessionaire will be the sole main sponsor (including Naming Rights) of the Stadium subject to the provisions of this agreement, and the Company shall not grant such rights to any another during the Agreement Period and/or the Extension Period respectfully.

## 6. GUARANTEES

- 6.1 To ensure the fulfillment of his obligations under this agreement, the Concessionaire shall deposit with the Company, at the time of signing the agreement and as a pre-condition for the company to sign the agreement and for the agreement to enter into force, an autonomous Bank Guarantee from a bank in Israel in the form attached as Annex "4" to this agreement (hereinafter - "**the Bank Guarantee**"). The Bank Guarantee shall be issued at the request of the Concessionaire only (and not at the request of a third party), and will be in the amount of ..... NIS (in words:

..... New Israeli Shekels)<sup>4</sup>, linked to increases (only) in the Consumer Price Index from the date of its issuance, and will be valid from that date until ninety (90) days after the end of the Agreement Period.

- 6.2 If the Concessionaire has breached an a fundamental obligations under this agreement and has not corrected the breach within seven (7) days from the day he was required to do so in writing by the Company and/or on its behalf, without prejudice to any other right that the Company may have against him in such a case according to the agreement and according to the applicable law, and in addition to any such right, the Company shall be entitled to demand the payment of the Bank Guarantee from the bank and to foreclose its full amount, as a fixed, agreed-upon and estimated in advance compensation for the damage expected to be caused to it due to the violation. The Company shall receive the compensation, in such a case, without having to prove the damage caused to it as a result of the violation, or even if the damage it suffered as a result of that violation was lower than the sum of the Bank Guarantee, and even if it will not suffer any damage at all.
- 6.3 If the Company has foreclosed the Bank Guarantee as stated, and if it has chosen not to cancel the agreement despite its fundamental violation by the Concessionaire, then the Concessionaire must immediately deposit with the Company a new Bank Guarantee in the same amount and under the same terms stated in section 6.1 above, to ensure the fulfillment of its obligations according to the agreement during the remainder of the Agreement Period, and the said in this chapter shall apply to it, with the required changes according to the matter and accordingly.
- 6.4 After ninety (90) days from the end of the Agreement Period, and if the Company does not need to foreclose the Bank Guarantee, due to a violation of the Concessionaire's obligations under this agreement, then if and after the Concessionaire has fulfilled all his obligations under this agreement up to the last of them to the satisfaction of the Company, it shall return the Bank Guarantee to him.
- 6.5 To avoid any doubt, the parties declare and confirm that the deposit of the Bank Guarantee in by the Concessionaire, does not detract from any other right the Company has in respect of the breach of the agreement by the Concessionaire and/or as a result thereof, according to this agreement and/or according to any law and/or to limit the Concessionaire's liability towards the Company

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<sup>4</sup> 5% of the full Concessionaire fees specified in the bid plus VAT.



in such a case.

## **7. LIABILITY AND INDEMNIFICATION**

- 7.1 The Concessionaire undertakes to compensate and/or indemnify the Company regarding all amounts and/or damage and/or an expense caused to the Company and/or it paid or shall be charged, which originate from the responsibility of the Concessionaire, his employees and/or delegates according to the law and/or according to this agreement. The amount that the Company will pay or will be obligated to pay in this section also includes an amount that was paid according to a letter of demand and/or following negotiations outside of the court and/or following a claim, compromise, verdict, arbitration ruling, including court expenses, witness fees, experts, and attorney fees.
- 7.2 The Concessionaire undertakes to compensate and/or indemnify the Company regarding all damage, loss or expenses caused to it directly and/or indirectly (including consequential damage) due to a demand, claim or lawsuit filed against the Company, civil or criminal, and due to the need to defend itself against said claim or lawsuit, insofar that it results from non-fulfillment or violation of the obligations of the Concessionaire and/or anyone on his behalf according to this agreement.
- 7.3 The Company shall notify the Concessionaire regarding any claims and/or financial demands, mentioned above and shall give the Concessionaire the opportunity to defend himself/itself at his expenses only.

## **8. INSURANCE**

- 8.1 Without detracting from the Concessionaire's responsibility according to this agreement and/or according to any law, the Concessionaire undertakes to buy and maintain, at his discretion, suitable and adequate insurances to ensure his liability and/or obligations as specified in the agreement, through an insurance company legally authorized to operate in Israel (employers' liability insurance, third-party liability insurance, professional liability insurance or product liability insurance, as the case may be) within reasonable and adequate limits of liability according to the nature and scope of his liability and obligations according to the agreement.
- 8.2 The Concessionaire will see to it that in all its insurances that relate to the activity of the subject of the agreement, the Company and the Municipality will be added as an additional insured parties, subject to the extension of indemnification towards the Company

and the Municipality as is customary in the same type of insurance.

- 8.3 The Concessionaire will see to it that in all its insurances relating to the activity of the agreement, a clause will be included waiving the right of transfer/replacement towards the Company and the Municipality, including employees of each of them and/or others on their behalf (the aforementioned waiver will not apply for malicious damage).
- 8.4 The Concessionaire's insurances relating to the activity of the agreement are primary and prior to any insurance that was done by the Company and/or the Municipality, and the insurer waives any claim or demand regarding the sharing of these insurances.
- 8.5 The Company reserves the right to obtain from the Concessionaire confirmation of insurance or copies of policies, from time to time and upon request. It is clarified that whenever copies of policies are requested, the Concessionaire may produce them without confidential commercial information that is not related to the agreement.
- 8.6 It is hereby expressly agreed that there is nothing in the aforementioned and/or in the making of the insurances by the Concessionaire, to release him from any responsibility according to the agreement and/or according to any law and/or to impose on the Company additional responsibility and/or obligation beyond what was imposed on it explicitly in the agreement and/or imposed on her by law.
- 8.7 In order to remove any doubt, it is hereby expressly clarified that failure to take out insurance for the Concessionaire's activities according to this agreement and/or in connection with it, will not harm his obligations and will not detract from his responsibilities according to the agreement and its annexes.
- 8.8 The Concessionaire undertakes to hold in force the insurances required in connection with his activity of the agreement, for the entire period in which the agreement will be in effect. Also and without deviating from the aforementioned, the Concessionaire undertakes to keep and observe all the instructions of the insurance policies as they are, and without prejudice to the generality of the said, to keep and observe all the safety and caution instructions included in the insurance policies.

- 8.9 The Concessionaire hereby expressly declares that the responsibility for paying the insurance premiums and the deductible for the insurances carried out by him in connection with the agreement, applies only to him, and in any case not to the Company and/or anyone on its behalf.
- 8.10 If the Concessionaire shall employ subcontractors, he must ensure that his insurances include coverage for his liability for them, as well as require and oblige them to take out insurance to cover their direct liability, or see to it that his insurances include coverage for their activities and direct liability. The Company will be entitled to demand from the Concessionaire, in accordance with its sole discretion, confirmation of the insurance of service providers and/or subcontractors who will perform on his behalf work and/or services in the Stadium according to the nature and scope of their work, as well as in connection with the events that the Concessionaire will hold in the Stadium, in which the Company will also be included and covered by the insurance as mentioned.
- 8.11 It is hereby clarified that, in addition to and without deviating from what is stated in the agreement and its annexes, the Concessionaire will bear exclusive responsibility towards the Company for any act and/or omission of the service providers and/or subcontractors of the Concessionaire in connection with their activities for the Concessionaire and/or his instructions, and the Concessionaire will be responsible for paying and/or compensate the Company and/or those coming on its behalf for any loss and/or damage caused to any of them, directly and/or indirectly, due to the activities of those who provide the services and/or the aforementioned subcontractors, whether it is loss and/or damage Covered by which of the policies that the Concessionaire purchased and/or whose services are provided and/or its subcontractors and whether not.
- 8.12 Without detracting from the foregoing, the Concessionaire declares and undertakes, on his behalf and on behalf of contractors and/or suppliers and/or service providers on his behalf, that they will not have any claim and/or demand and/or claim against the Company and/or the Municipality and/or anyone on their behalf, for Any damage caused to their property of any kind and/or to the property used by them as part of the activity according to the agreement and/or to any property brought by them and/or on their behalf and/or for them to the Stadium and/or to the Company yards and/or to their surroundings (including vehicles and other equipment) and/or for consequential damage that will be caused due to damage to said property, whether or not insurance was taken out (and if it was taken out even if it were not for the deductibles and/or lack of insurance

and/or violation of the terms of the policies), and they hereby release any of the parties The above from any liability for such damage. It is clarified that such exemption from liability will not apply in favor of a person who caused the damage maliciously.

**9. END OF THE AGREEMENT PERIOD / BREACH OF CONTRACT**

- 9.1 At the end of the Agreement Period and/or the Extension Period respectfully, for whatever reason, or at an earlier date according to the provisions in the agreement, the Concessionaire shall cease to use the Sponsorship Name as the name of the Stadium and all his other rights according to this agreement will expire, and the Company will also stop using the Sponsorship Name as the Stadium's name.
- 9.2 At the end of the Agreement Period and/or the Extension Period respectfully, whatever the reason, the Concessionaire shall remove, at his expense, the signs and/or facilities he installed in the Stadium as well as other places according this agreement, to the satisfaction of the Company. The above does not detract from the Company's right to remove the signs and/or facilities installed by the Concessionaire immediately upon termination of the agreement without waiting for removal by the Concessionaire, if he does not do so by himself, and all expenses involved in this shall be fully borne by the Concessionaire.
- 9.3 The agreement will expire at the end of the Agreement Period and/or the Extension Period respectfully, in any case where the Concessionaire violates its obligations according the agreement towards the Company and/or in general, and does not correct the violation within seven (7) days from the date required for this in writing by the Company. Without detracting from the aforementioned, the Company will be entitled to cancel the agreement without the need for prior notice, in the event of any of the following cases:
- 9.3.1 If a temporary or permanent receiver is appointed for a substantial part of the Concessionaire's business and/or property and the appointment is not canceled within thirty (30) days;
- 9.3.2 If a pre-liquidator or a temporary liquidator or a permanent liquidator is appointed to the Concessionaire and the appointment is not canceled within thirty (30) days;
- 9.3.3 If the Concessionaire has stopped conducting business for a continuous period exceeding thirty (30) days;

- 9.3.4 If the Concessionaire transferred and/or applied and/or assigned in any other way the agreement and/or any right granted to him pursuant to it and/or by virtue of it, not in accordance with the agreement.
- 9.4 It is hereby clarified and agreed that the termination of the agreement by the Company according to section 9.3 above, will not detract from the Concessionaire's obligation to pay the Company the full Concessionaire Fees for the entire Agreement Period and/or the Extension Period respectfully.

## **10. TRANSFER OF RIGHTS AND/OR UNDERTAKING**

- 10.1 The Concessionaire is absolutely prohibited from transferring and/or assigning and/or altering his rights and/or obligations under this agreement, in whole or in part and/or sharing with someone else the rights granted to him under this agreement and/or in part, either in exchange for money or the equivalent of money, or not, directly or indirectly, subject to what is stated in sections 10.4 to 10.8 (inclusive) below.
- 10.2 If the Concessionaire is a corporation, what is stated in section 10.1 shall also apply to any exchange and/or transfer and/or assignment and/or vesting of a right in the means of control in the corporation to a third party and/or transfer and/or grant of control by the corporation to a third party in any other way, either directly or indirectly - with the exception of a transfer that is not accompanied by a transfer of control as defined in the Securities Law, 5728-1968 - provided that the individual/individuals who is/are the controlling owner of the corporation at the time he submitted his bid in the Tender that the Company published and in which he won, will also be the controlling owner of the corporation throughout the Agreement Period, and there will be no other and/or additional controlling owners in the corporation directly and/or indirectly besides the aforementioned individual/individuals.
- 10.3 Without detracting from the foregoing, the Concessionaire undertakes and declares to have entered into this agreement for himself only, and in no way (or at all) for anyone else, either directly or indirectly, and that this will be the situation throughout the Agreement Period until its termination.
- 10.4 Notwithstanding the foregoing in section 10.1 above, if the Company shall receive a written well-reasoned request from the Concessionaire, the Company shall consider to enable the Concessionaire to transfer and/or to assign and/or to alter all his rights and obligations according to the agreement, to a third party

(hereinafter - "the Transferee" and "Request of Transfer"), and this if and after all the following conditions were met: (1) The Concessionaire fulfilled and fulfills all his obligations under this agreement, accordingly and on time; (2) All the prerequisites and all other conditions stated in the agreement are fulfilled by the Transferee in a manner that if he had submitted a bid in the tender that the Company published in which the Concessionaire won, his bid would not have been disqualified due to non-compliance with the preconditions and/or not meeting other conditions in the tender; (3) The Request of Transfer relates to all the rights obligations and undertakings of the Concessionaire according the agreement and not to parts thereof; (4) Regarding the Sponsorship Name proposed by the Transferee, apply all the conditions determined in the matter within the abovementioned tender and the Company has approved the name; (5) All the conditions determined by the Company, stated in section 10.6 below have been met; and (6) The Transferee has signed the agreement and has fulfilled all the requirements according to the agreement, up until the date of signature as well as all other requirements set by the Company.

- 10.5 To avoid any doubt, it is clarified that fulfillment of all the preconditions mentioned in section 10.4 above does not derogate from the right given to the Company to reject the Transfer Request and/or not to approve the transfer and/or the assignment and/or the alteration of the rights, obligations and undertakings of the Concessionaire according to the agreement to the Transferee, in general and according to the full , final and sole discretion, and its decision in the matter shall be final and it shall be determining and obligatory.
- 10.6 If the Company has approved the Concessionaire's Request of Transfer, it may make it subject to conditions as it sees fit according to its absolute, final and sole discretion, and the approval shall be subject to fulfillment of all the aforementioned conditions. If not all these conditions are met - the approval shall not be valid.
- 10.7 If the Company has approved the Concessionaire transfer of request to the to the Transferee, the Transferee shall change the Sponsorship Name, subject to all the conditions established for this matter in the abovementioned tender, and after receiving the Company's approval in writing and under the conditions established in the approval.

10.8 The option of the Concessionaire to transfer and/or to assign and/or to alter his rights, obligations and undertakings according to the agreement as aforementioned in section 10.4 above, will be exercisable only once during the entire Agreement Period (including the Extended Period) and upon exercise - will expire.

## **11. THE ABSENCE OF EMPLOYER-EMPLOYEE RELATIONSHIP**

11.1 It is hereby declared that this agreement does not create an employee-employer relationship between the Company and the Concessionaire or between the Company and someone on behalf of the Concessionaire, and that the parties do not intend to create such a relationship.

## **12. FUNDAMENTAL CONDITIONS**

12.1 Each of the conditions, obligations and declarations in the following sections, shall be considered as main and fundamental in the agreement, and these are: the preamble to the agreement, as well as sections 2, 3, 4, 5, 6, 7, 8, 10, 11 and 14.1 (and all their subsections).

12.2 The violation or non-fulfilment of those conditions, obligations and declarations as mentioned in section 12.1 above, or the violation or non-fulfilment of one or more of these shall be considered a fundamental violation of the agreement.

## **13. CHANGES IN THE AGREEMENT**

13.1 This agreement exhausts all agreements made between the parties prior to their signing, however, in order to avoid doubts and misunderstandings, the parties state and condition in advance that any statement, expression, offer, agreement, request, presentation, behavior or speech in any form and manner, including any waiver, extension, consent to change and non-fulfillment of a right granted to a party by the parties to the agreement, shall not have the effect of changing any of the conditions of the agreement, or the undertaking of its obligations, even if the parties behaved differently for a certain period of time. There shall be no claim regarding a change in the agreement or its conditions, or regarding an addition to it, or extending it or consent, unless this is done explicitly and in writing and signed by all parties.

**14. MISCELLANEOUS**

- 14.1 Any tax, levy, fee and/or other mandatory payment of any kind and type - including governmental and/or municipal and/or other, as well as principal and/or linkage differences and/or interest - applicable and/or to be applied with regard to this agreement and/or in connection with it and/or the rights of the Concessionaire according to the agreement and/or part of them and/or in respect of and/or in connection with the benefits inherent in the aforementioned rights from its perspective and in general - shall apply to the Concessionaire and be paid by him, whether they are known and/or expected at the time of signing the agreement or not, and whether or not they are specifically stated in the agreement.
- 14.2 Wherever it is stated in the agreement that the Company may give consent and/or instructions and/or approve any matter or thing at its discretion, the Company will be entitled and may also cancel the instructions or consent it gave and/or change it and/or add to it and/or subtract from it, and to repeat these actions from time to time at its full, final and sole discretion
- 14.3 The Company shall be entitled to transfer its rights under the agreement to third party, provided that the rights of the Concessionaire will not be impaired.
- 14.4 The local court authorized exclusively to judge any dispute arising out of and related to this agreement shall be the authorized court in the Tel Aviv-Yafo District and/or the Central District.
- 14.5 The addresses of the parties for the purpose of this agreement are in the preamble to the agreement and any message sent from one party to the other will be considered as having reached its destination seventy two (72) hours after it is sent by registered mail.

**In witness thereof, the parties signed by means of authorized signers:**

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**The Company**

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**Concessionaire**



**Confirmation of Signatures**

I, the undersigned Attorney ..... (license number) ..... having my principal office at ....., hereby confirm the signature of **Tel Aviv-Yafo Sports Palaces LTD.** ..... by its signatories ..... ID number ..... and ..... ID number ..... who have signed this agreement in my presence on the basis of a valid resolution that the aforementioned Company has reached in accordance with its by-laws and constitutional documents.

Date: .....

\_\_\_\_\_  
**Attorney** .....

I, the undersigned Attorney ..... (license number) ..... having my principal office at ....., hereby confirm the signature of ..... by its signatories ..... ID number ..... and ..... ID number ..... who have signed this agreement in my presence on the basis of a valid resolution that the aforementioned Company has reached in accordance with its by-laws and constitutional documents.

Date: .....

\_\_\_\_\_  
**Attorney** .....

**Annex 1 to the agreement**

**Tender documents**

**Annex 2 to the agreement**

**Bidder's proposal**

**Annex 3 to the agreement**

**Signage Annex**

Branding by the Concessionaire will be placed in three areas in the stadium:

**1. External signage at the front of the stadium:**

These will be installed above the main entrance and the VIP entrance to the stadium according to a detailed plan, including the dimensions and the specific positioning, which will be approved subject to changes by the Company:



## 2. Exposure in the stadium:

2.1 The name of the joint sponsor and brand, as defined below, will appear on the players' seats and on the backboards of the roof above the players' seats.



2.2 The name of the joint sponsor and brand, as defined below, will appear on the roller shade in the center of the pitch at the eastern exit.



2.3 Exposure of the Concessionaire's brand shall occur only on LED screens managed by the Company, not including the LED screens located on the grass, for 30 minutes during a game.

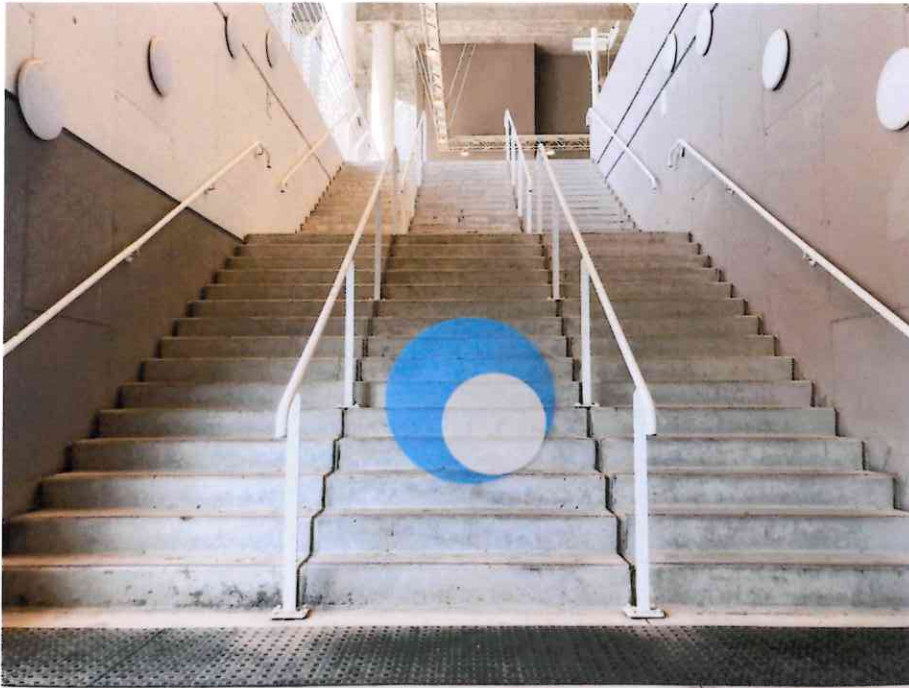
Visualizations for illustration:



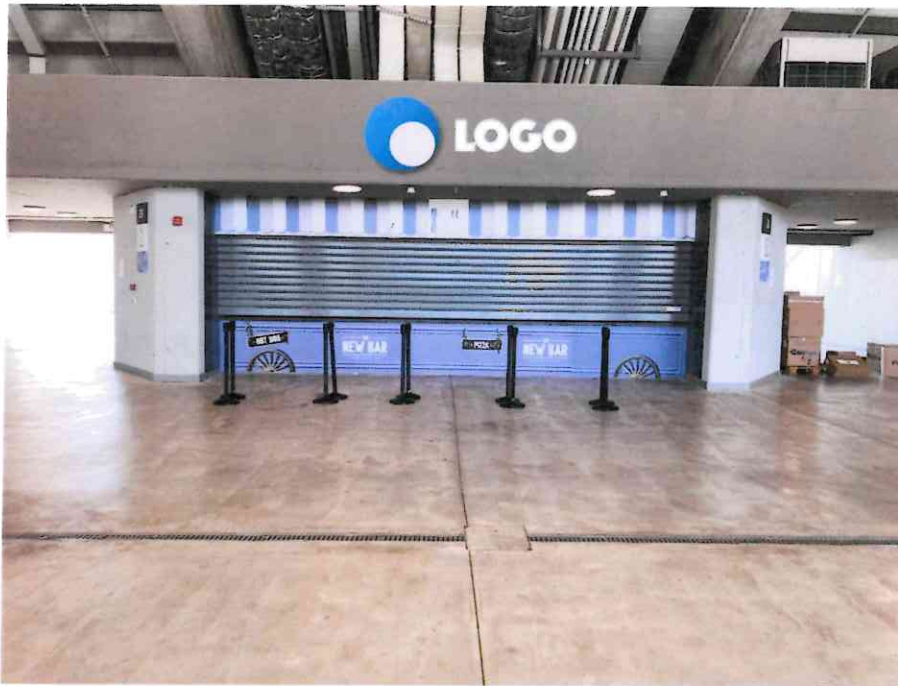
### 3. Passageways and at points where crowds gather:

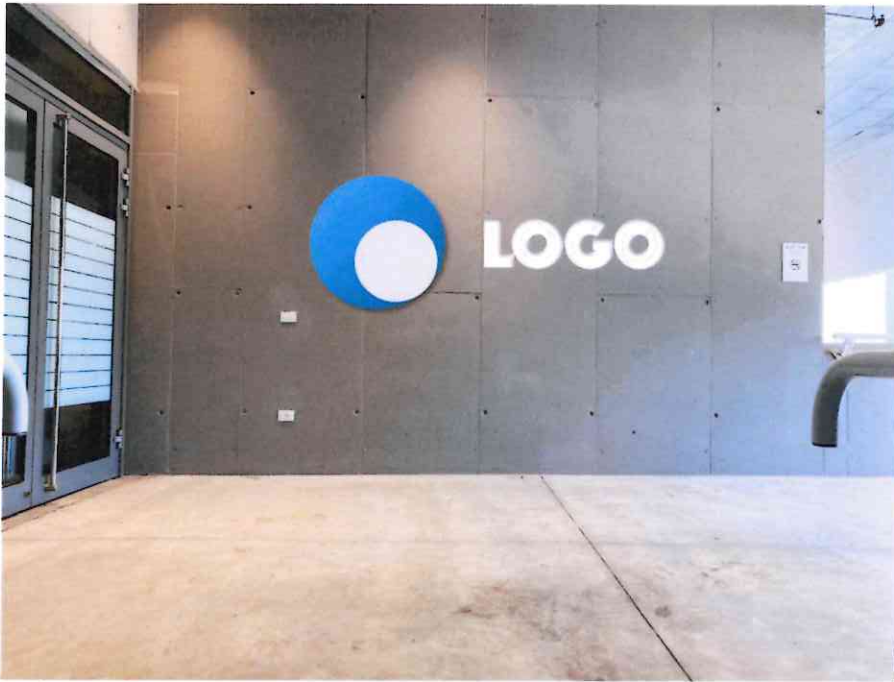
3.1 The Concessionaire may place his brand in additional places, or different ones, subject to the prior and written consent of the Company.

3.2 Visualizations for illustration:





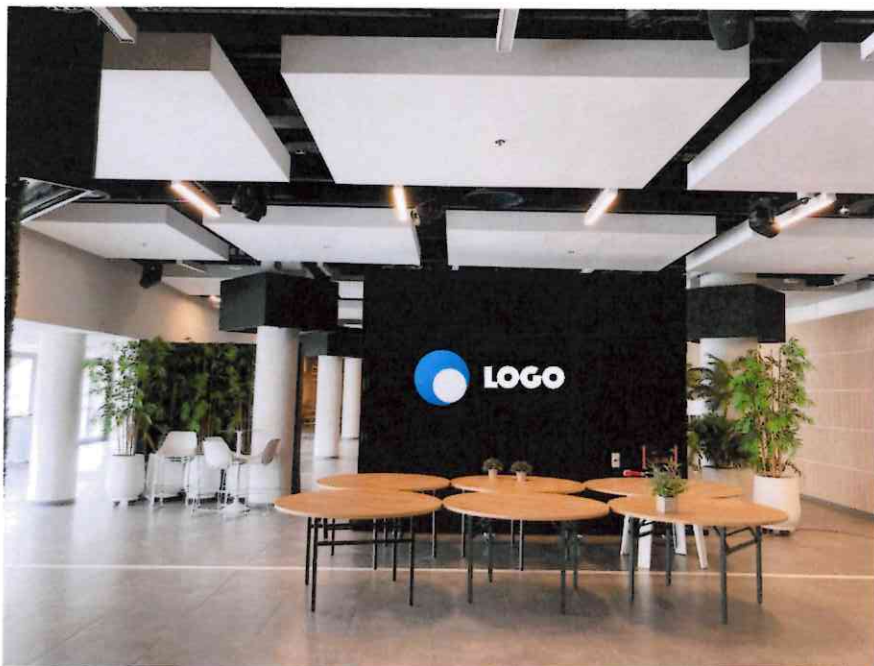




#### 4. Commercial areas and halls

4.1 Placing the Concessionaire's brand in the commercial areas and in the various halls shall occur subject to prior and written consent by the Company.

4.2 Visualizations for illustration:





Annex 4 to the agreementBank Guarantee

Date: .....

To  
Tel Aviv-Yafo Sports Palaces Ltd.

Dear Sir/Madam,

Subject: bank letter of guarantee number .....

1. At the request of ..... (hereinafter - "**the Concessionaire**"), we guarantee payment up to the amount of ..... NIS (in words: ..... New Israeli Shekels) (hereinafter - "**Amount Guaranteed**"), that you demand from the Concessionaire in connection with his agreement with Tel Aviv-Yafo Sports Palaces Ltd. dated ..... [fill in date] within public tender no. 5/2023 for obtaining the primary sponsorship right (including Naming Rights) for the Bloomfield Stadium.
2. The amount guaranteed will be paid with the addition of indexation differences in the consumer price index (increases only) published from time to time by the Central Bureau of Statistics and Economic Research, with the following indexation conditions: "**The Basic Index**" will be the last index published before the date of this Bank Guarantee and the "**The New Index**" will be the last index published before accepting your demand in accordance with this letter of guarantee. If at the time of receiving the demand it turns out that the new index has increased compared to the basic index, the indexation differences will be calculated by multiplying the difference between the new index and the basic index with the demanded amount and dividing this by the basic index. If the new index is lower than the basic index, we will pay you the amount specified in your demand up to the Amount Guaranteed. Regarding this letter of guarantee, the "**amount guaranteed**" - meaning including and/or plus the indexation differences.
3. We will pay you 15 days after receiving your first demand in writing, the entire amount specified in the demand up to the Amount Guaranteed plus indexation differences, without imposing an obligation on you to prove

your demand and without you having to demand the payment first from the Concessionaire.

4. This letter of guarantee shall remain valid until ..... (Including) only (hereinafter - "**Expiration Date**"), and after this date it will be null and void.
5. Any demand, according to this letter of guarantee must be sent to us before the Expiration Date stated in clause 4 above, at the address:  
.....
6. This guarantee cannot be transferred or assigned.

Sincerely,

Bank ..... Ltd.

Branch ..... (Number .....)