Customer's name:	Account no and Branch: ("the Account")

Terms and Conditions for Making a Long Term Deposit

We hereby give you an irrevocable instruction (hereinafter: "the Instructions") to debit the Account on the Commencement Date of the Deposit with the principal amount of the Deposit and deposit same with **Bank Hapoalim B.M. (**hereinafter: "the Bank") in a deposit on the terms and conditions set forth below and in the particulars of the transaction set forth above which constitute an integral part of this agreement:

1. **Definitions :**

1.1 **"Currency of the Deposit":** As specified in the particulars of the transaction.

1.2 **"Commencement Date of the Deposit":** The value date of the deposit as specified in the particulars of the transaction.

1.3 **"Business Day":** A day on which commercial banks are open for business (including foreign currency transactions and deposits in foreign currency) in the relevant money market, as may be determined at the sole discretion of the Bank.

1.4 **"Repayment Date of the Deposit":**
The date specified in the field "Repayment Date" in the particulars of the Deposit or any other completion date in accordance with the provisions of Clause 3 below.

1.5 **"Adjustment of the Repayment Date":** If the Repayment Date of the Deposit (hereinafter: "the Original Date") falls due on a day which is not a Business Day, the repayment shall be deferred to the Business Day next following the Original Date, with the exception that if such day spills over into next calendar month, then the Repayment Date of the Deposit shall be brought forward to the first Business Day next preceding the Original Date (hereinafter: "the Exception") which is the last Business Day of the respective month.

1.6 **"Type of Interest":** Fixed rate interest.

1.7 **"Rate of Interest":**
The interest on this deposit is calculated in terms of compound interest for the entire period of the deposit, shown in the particulars of the transaction under the clause

Teller's Signature	Authorizer's Signature	Depositor's Signature

"the Rates of Interest for the Entire Period of Deposit", and will be paid on the Repayment Date of the Deposit**.**

2. **Deduction at Source :**

The Bank will deduct at source income tax or any other compulsory payment from any payment in connection with the Deposit, if it is obliged to do so by operation of law. As of the date on which the deposit is opened and according to the provisions of the law and the guidelines of the Israel Tax Authority as known at the time the deposit is opened, the profits generated, derived or accrued from the date on which the deposit was opened for an individual Israeli resident who has no specific exemption (such as: reparations recipients and exemption holders) are liable to deduction of tax at source at the rate of 25%. The profits accruing to an individual foreign resident are exempt.
In any case, tax will be levied according to the law applicable at the time.

3. **Renewal of the Deposit :**

The deposit is not renewable. On the repayment date the amount of the interest and the principal amount of the deposit shall be repaid to the current account in foreign currency of the depositor.

4. **Prohibition on Adding Funds to a Deposit or Withdrawal of Funds from the Deposit:**

The deposit is for a one-time deposit only. The customer may not add funds to the deposit.
The customer may not make a withdrawal of the deposit or a part thereof not on the date of repayment of the deposit as specified in the details of the transaction above. Without it being interpreted as authorization for the customer to "break open" the deposit, if the Bank approves the customer's demand for "breaking", said withdrawal may inflict highly substantial damages up to a substantial reduction in the amount deposited. The amount of the damages may be comprised of several parameters, inter alia: the economic damages incurred by the Bank as a result of early termination of the deposit derived from the current alternative cost of mobilization for the remaining deposit period, in accordance with the Bank's determination and the cost of the duty of liquidity in accordance with the provisions of the Bank of Israel for early termination of the deposit.

5. **Charged Deposit:**

Teller's Signature	**Authorizer's Signature**	**Depositor's Signature**

In addition to the provisions of this agreement, we may not withdraw a charged deposit, in whole or in part, prior to the Termination Date of the Deposit or the renewal thereof shortly after the payment of the secured debt to the Bank (hereinafter: "the Day of Release"). If the period of the Deposit comes to an end prior to the payment of the secured debt, the Deposit shall be renewed according to its type until the Day of Release.

6. **Changes in the provisions of the law and / or in the interest rates on the market and / or the linkage in existing deposits:**
In cases where there is a change in any law, including directives of the Bank of Israel in liquidity matters of all kinds and / or in circumstances in which, at the Bank's reasonable discretion, there is an extreme change in interest rates in the economy, the Bank may repay the deposit even before the final repayment date, Provided that the depositor is duly notified thereof.

7. **Right of Offset:**
Without derogating from your rights under any other document signed by the depositor, the Bank may (but is not obligated to) offset the deposit (wholly or partially) even if its date of repayment has yet to arrive, against any balance of debt of the depositor, or within the framework of realization of any other right the Bank has.

8. **Making a Deposit After Closing Time on a Business Day for Foreign Currency or on a Day Which Not a Business Day:**
In each of the following cases a deposit amount for which we gave an instruction to deposit same in a deposit account shall be deemed to have been deposited in a deposit account on the Business Day for Foreign Currency next following the day on which we gave the instruction to make the deposit.
a. If we gave an instruction to the Bank to deposit the respective deposit amount before the end of the Business Day for Foreign Currency, but after the time fixed by the Bank as being the latest time for forwarding instructions with respect to Foreign Currency according to the Rate for Orders Placed on such Business Day for Foreign Currency; or –
b. If we gave an instruction to the Bank to deposit the respective deposit amount after the time fixed for the end of the Business Day at the Branch of the Account; or –
c. If we gave an instruction to the Bank to deposit the respective deposit amount on a day which is not a Business Day for Foreign Currency.

Teller's Signature	Authorizer's Signature	Depositor's Signature

9. **No Assignment by the Customer:**
The right of the customer may not be transferred and/or indorsed and/or charged to any party in any way whatsoever.

10. It should be emphasized that the deposit of funds in the deposit while charging the repayment account that has a debit balance (including an approved facility for overdraft) may not be economically worthwhile, as there is a gap between the interest paid for the deposit and the interest collected for a debit balance on the account. Information on the interest rate collected for a debit balance on the account may be found on the direct channels or with your bankers.

11. **Conditions Precedent:**
Without derogating from the generality of the foregoing, the Bank may refrain from carrying out, depositing and establishing the deposit upon the occurrence of one or more of the prerequisites below:
11.1 On the Commencement Date the Account shows a credit balance of less than the principal amount of the deposit in the Currency of the Deposit;
11.2 There is or may be any legal impediment to making the deposit free of any charge, pledge, attachment or any other third party rights;
11.3 If the Bank is unable to execute the Instructions, or the conditions enumerated above have been fulfilled, both the Instructions and the commitment of the Bank to act in accordance with them shall be deemed null and void and of no effect *ab initio*; the Bank will give notice as soon as possible after the Commencement Date of the Deposit that it was not possible to execute the Instructions.

12. **Application to Open an Account and General Conditions for Operating an Account:**
The terms and conditions contained in the Application to Open an Account and the General Conditions for Operating an Account, which refer to the Account specified first above, shall apply to the deposit and shall be deemed an integral part of this instrument. In case of conflict between them, the terms and conditions of this instrument shall prevail.

13. **We the undersigned:**

Teller's Signature	**Authorizer's Signature**	**Depositor's Signature**

Our financial condition is such that we have no need of the amount deposited in the deposit as an amount available for withdrawal and have no need of the amount deposited in the deposit in order to satisfy any existing or contemplated indebtedness.

AND IN WITNESS WHEREOF WE HAVE SIGNED:

Teller's Signature	**Authorizer's Signature**	**Depositor's Signature**