

Foreign currency Transaction - Deposit

Branch: 170 main branch

Account : 7318 06100 X SK

● Transaction details

Deposit type: Deposit

As of value date: 05/11/15

Account type : 142 pamah crnt a/c

● Deposit details

Deposit number : 354546460

Deposit type : 73 short term variable interest deposit

Route number : 100 pamach deposit

Account type : 311 deposit

Deposit amount : 10,000.00 us dollar

Value date : 05/11/15 Term : 6 Months Maturity date : 05/05/16

Exit Points: As of the payment frequency

Date of Next Exit Point: 07/12/15

Frequency of interest payments: 1 Months

Frequency of interest adjustments: As of the frequency of interest payments

Mode of Crediting Interest/Type of Renewal: Int. to current account, non-renew

● Interest details

Type of Interest: Variable Interest

Base of Interest: Libor Interest To 1M

Base Rate of Interest: 0.192200%

Margin from Base Rate: -0.1622%

Nominal annual interest: 0.0300%

Interest Adjusted Annually: 0.0300%

Mode of Calculating Interest: Straight line

● Ordering details

Type of instruction: the branch, by clerks initiative

This document forms an integral part of the agreement for subscribing to the Deposit, which is attached hereto.

Business day: 05/11/15 Trans. reference: 3310002 Branch: 170

I approve execution of the transaction, as described in this document.

Please execute the following, subject to the terms and conditions set forth in the following page/pages.

Tellers signature: [Signature]

Manager's signature

Teller: 15 Terminal: 15

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BANK HAPOALIM B.M.

Customer's name:	Account no and Branch: ("the Account")
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Terms and Conditions for Making a Deposit for Variable Interest
Based on Libor with exit points.

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. Terms of the Transaction

- a. The terms and conditions which apply to the current account, as set forth in the application to open it, constitute an integral part of these terms of the transaction and shall be construed subject thereto. In any case of conflict, the terms of the transaction herein contained shall prevail.
- b. The clause headings in the general conditions and in the special conditions shall not be used in the construction thereof.
- c. The terms set forth in the above clause under the heading Particulars of the Transaction ("Particulars of the Transaction ") shall apply to the deposit, and they constitute an integral part hereof.
- d. The deposit is not linked to any index.
- e. In this deposit it is not possible to make any partial withdrawal of the deposit.
- f. The deposit is constituted by making a one-time deposit only and additional amounts may not be deposited in the deposit.

Teller's Signature

Authorizer's Signature

Depositor's Signature

2. Interest:

The interest on this deposit is calculated according to interest at LIBOR after deducting there from the spread, as specified in the Particulars of the Transaction. The result shall be rounded off (by simple mathematical rounding off) to the fourth digit after the decimal point.

Interest at LIBOR is fixed for each Interest Update Period as defined below.

2.1 Mode of Calculation of the Interest – is calculated according to the straight line method and shall be paid into current account or added to the principal amount of the deposit as specified in the Particulars of the Transaction and according to the date of the Frequency With Which the Interest Is Paid as specified in the Particulars of the Transaction and at the end of the term of the deposit (the Final Repayment Date thereof), according to the length of the term of the deposit.

2.2 **“LIBOR”** – (London Interbank Offered Rate) – means the rate of interest published by the ICE Benchmark Administration Limited (IBA) (hereinafter: **“the LIBOR Publisher”**) for “the Determination Date “(as defined below), as being the average of the interest rates a number of banks on the London interbank market consider that they can make loans in the currency of the deposit for a period corresponding to the frequency with which the rate of interest on the deposit is updated. The aforesaid average shall be calculated according to the rules for selecting the banks and calculating the average as usually applied on the Determination Date by the LIBOR Publisher. The Bank may obtain the information about the rate of the LIBOR, at the option of the Bank, either directly from the LIBOR Publisher or from the Reuters News Agency or from any other news service that the Bank considers to be an alternative means of communication that is an appropriate substitute for Reuters.

The Bank may, from time to time and for any reason, replace the LIBOR Publisher with another, or appoint a third party especially for averaging “the LIBOR Rate” of two or more banks and which, in the opinion of the Bank, is an appropriate substitute for the LIBOR Publisher, irrespective of whether or not the substitute calculates the LIBOR according to a similar method and sources of information to those of the LIBOR Publisher. Without derogating from the generality of the foregoing, the Bank may replace the LIBOR Publisher, *inter alia*, where the LIBOR Rate is not published by the LIBOR Publisher for the Determination Date or is published at a time that is not appropriate for the date of

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determination of the interest by the Bank. If the information about the rate of the LIBOR is unavailable or non-existent, the Bank shall make use of an alternative service or display at the discretion of the Bank as is customary on the international market with respect to the rate of the LIBOR. As and when any replacement takes place as aforesaid, the replacement shall be deemed "the LIBOR Publisher".

"The Determination Date" – means with reference to any Interest Update Period (as defined below), at 11:00 a.m. London time, or thereabouts on a day which is two Business Days before the commencement date of the respective Interest Update Period. For the purpose hereof a "Business Day" means a Banking Business Day in Israel on which interbank activity is also conducted in London for which LIBOR is published in the currency of the deposit.

"Interest Update Period" – the first Interest Update Period shall commence on the value date of the deposit and shall end on the first date on which the interest is paid according to "the Frequency with Which the Interest Is Paid". Each additional Interest Update Period shall commence at the end of the previous Interest Update Period and shall end on the next interest payment date according to the Frequency with Which the Interest Is Paid.

3. Repayment of the Principal Amount of the Deposit

At the end of the term of the deposit (the Final Repayment Date), the deposit and the amounts of the interest due in respect thereof according to the terms set forth in the Particulars of the Transaction, if due, shall be repaid by crediting the account specified for such purpose. If the Final Repayment Date or the day on which there is an Exit Point falls due on a day which is not a Business Day, such date shall be deferred to the next following Business Day.

4. Exit Points

Exit Points are a day or days on which the depositor may withdraw the deposit prior to the Final Repayment Date as specified in the Particulars of the Transaction, and such date will constitute the Final Repayment Date and the provisions of Clause 3 above shall apply.

Teller's Signature

Authorizer's Signature

Depositor's Signature

5. No Early Withdrawal

The customer shall notify the Bank that he wishes to withdraw the deposit at an Exit Point.

The customer may not make any withdrawal of the deposit or any part thereof which is not on the Final Repayment Date of the deposit or an Exit Point as specified in the above Particulars of the Transaction. Without construing the following as permitting the customer to effect any "breakage" of the deposit, the customer is aware that any withdrawal otherwise than on the aforesaid date, would cause most substantial damage to the extent of substantial damage to the amount deposited.

6. Date of Payment of Interest

The deposit to be repaid on the Repayment Date or to be withdrawn at an Exit Point will be credited with the amount of the interest accumulated on the deposit up to such date.

If the date of payment of interest falls due on a day which is not a Business Day, such date shall be deferred to the next following Business Day, unless it would thereby fall due in the next calendar month, in which case the repayment date of the deposit will be brought forward to the Business Day immediately preceding the original date which is the last Business Day of the month.

7. Deduction of Income Tax

When interest is paid by way of crediting the deposit, the Bank will deduct income tax at source and any other compulsory payment, as it may be obliged to deduct according to the law prevailing at the time.

8. A Day for Making a Deposit

Any deposit made before the end of the Banking Business Day as is customary at the Bank at the time the deposit is made and prior to the cut-off time determined for such category of deposit, shall be deemed to have been deposited on such Business Day. Any deposit made after the end of the Banking Business Day, as aforesaid, shall be deemed to have been made on the next following Business Day.

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9. Charged Deposits and/or Which Serve as Surety for an Obligation

Notwithstanding any provisions hereof, the customer may not withdraw any deposit charged to the Bank and/or any deposit which constitutes surety for any obligation towards the Bank in any other way, prior to any Exit Point or the Final Repayment Date which falls due shortly before the repayment of the secured debt to the Bank.

10. No Assignment

The deposit may not be assigned and/or endorsed and/or transferred and/or charged in any way to any third party.

11. Changes in Legal Provisions and/or in Market Interest Rates and/or Linkage Terms Affecting Existing Deposits

The Bank may, in cases where there is a change in any law, including Bank of Israel regulations on matters of liquidity of any kind and/or in circumstances where in the reasonable discretion of the Bank a radical change will occur in the economy, repay the deposit as provided in Clause 3 above, even before the Final Repayment Date, provided that notice thereof is given to the depositor.

12. Renewals

The deposit may not be renewed for additional periods.

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