Branch: 170

Date: 05/11/15
Time: 08:20

Foreign currency Transaction - Deposit

Branch: [redacted] main branch **Account :** [redacted]

- **Transaction details**

Deposit type: Deposit As of value date: 05/11/15

Account type : 142 pamah crnt a/c

- **Deposit details**

Deposit number : [redacted]

Deposit type : 52 short term deposit

Route number : 110 pamach deposit

Account type : 242 short term dep

Deposit amount : **10,000.00 us dollar**

Value date : 05/11/15 Term : 11 Days Maturity date : 16/11/15

Exit Points: None

Frequency of interest payments: Payment frequency is that of deposit period

Frequency of interest adjustments: Fixed interest, unupdateable

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

Interest details

Type of Interest: Fixed Interest

Nominal annual interest: 0.0000%

Interest Adjusted Annually: 0.0000%

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: 3320002 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 signatur[redacted] Manager's signature

the branch, by clerks initiative

Teller: 1Terminal: 1

0000046052/0002-0015]1[1. לסניף BANK HAPOALIM B.M.

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

Terms and Conditions for Making a Deposit for a Fixed Period of Days

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

1.5 **"Rate of Interest":** The annual rate of interest specified in the particulars of the transaction shall be paid on "the Repayment Date of Deposit" according to an amount of interest to be calculated as provided in the following formula:
"Principal Amount of the Deposit" multiplied by "Rate of Interest" multiplied by "Day count Fraction"
The provisions of Clause 3 below will apply to a renewed deposit.

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

1.6 **"Day count Fraction"**: The actual number of days comprising the period of the Deposit divided by 365, subject to adjustment as provided in Clause 1.8.

1.7 **"Repayment Date of the Deposit":** Subject to adjustment as provided in Clause 1.8, 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.

1.8 **"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.

2. **"<u>Deduction at Source</u>":**

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. **"<u>Renewal of the Deposit</u>" :**

3.1 The Bank shall renew the Deposit for additional periods, at the request of the customer, as set forth in the particulars of the transaction and as specified in the field "Manner of Renewal" in the particulars of the transaction. If so specified in said field: "Renewal of principal and interest to the Deposit" the interest and the amount of principal of the Deposit will be deposited afresh for an identical period. If so specified in said field: "Principal to the deposit and interest to current account", the interest will be paid in to the current account in foreign currency of the customer and the principal amount of the Deposit will be deposited afresh for an identical period. If so specified in said field: "Repayment of principal and interest to current account" the Deposit will not be renewed and on the Repayment Date of the Deposit as specified in the particulars of the transaction the amount of the interest and the principal of the Deposit will be paid in to the current account in foreign

Teller's Signature   Authorizer's Signature   Depositor's Signature currency of the customer. Whenever a deposit is renewed, the terms and conditions set forth in this agreement shall apply to the renewed deposit.

3.2 The Rate of Interest on the Renewed Deposit
The rate of interest on the renewed deposit shall be the rate of interest current at the Bank on the renewal date for deposits in the same currency, deposited in accounts of the same type as the account of the Deposit and for the same period.

3.3 Extending the Period when Renewing a Deposit
The renewal shall be for additional periods the length of which is the same as the original / previous period of the Deposit immediately preceding the renewal and "the Repayment Date" in the particulars of the transaction will vary accordingly.

3.4 Customer Notices Regarding Renewal
The customer shall notify the Bank of any change in the renewal instructions including if he wishes to withdraw the Deposit on the Repayment Date of the Deposit, at least 2 Business Days prior to the Repayment Date of the Deposit or the renewal of the Deposit.

4. **"No Early Withdrawal"**

The customer may not affect any withdrawal of the Deposit or any part thereof prior to the Repayment Date of the Deposit specified in the above particulars of the transaction, or as it may be updated as set forth in Clause 3 above.

5. **Charged Deposit:**
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.

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

6. **Right of Set Off:**
Without derogating from your rights under any other document signed by the depositor, we are aware that the Bank may, but is not obliged to, set off the Deposit (in whole or in part), even before it reaches its maturity, against any debit balance of the depositor, or within the framework of realizing any other right available to the Bank without any prior notice to the customer. In as much as the Bank avails itself of such right, the depositor shall bear the amount of the damage sustained as a result thereof.

7. **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.

8. **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.

9. **Conditions Precedent:**
At its discretion, the Bank may refrain from executing, depositing or establishing the deposit at all, including but without derogating from the generality of the aforesaid, upon the occurrence of one or more of the following conditions precedent:
   9.1 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;

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

9.2 There is or may be any legal impediment to making the deposit free of any charge, pledge, attachment or any other third party rights;

9.3 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.

10. **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.

11. **We the undersigned**:

11.1 Hereby irrevocably agree to the terms and conditions appearing above.

11.2 Represent and warrant to you as follows:

11.2.1 The terms and conditions of the deposit are totally understood by us and we are willing to accept them.

11.2.2 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