

# APPLICATION TO OPEN AN ACCOUNT AND GENERAL CONDITIONS FOR OPERATING AN ACCOUNT

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## 1. Opening the Account

We hereby request the Bank to open the Account and to operate it on our behalf. For that purpose, we are bound by the provisions of this Application and the rest of the Account Opening Documentation. In addition, we request the Bank to open and operate for us, within the Account, a current account in New Israel Shekels, which will enable us from time to time to deposit or to withdraw monies or to give instructions for the execution of Transactions for the Account, all subject to the provisions of the Account Opening Documentation and the Additional Conditions and the approval of the Bank.

## 2. The Areas of Activity and the Channels of Service

In so far as we may wish to receive Banking Services from the Bank in additional Areas of Activity or to use any Channels of Service, we will have to sign the documents which are current at the Bank for that purpose which include general conditions pertaining to Areas of Activity or to Channels of Service as aforesaid. Without derogating from the provisions of Clause 19 below, the Bank may refrain from approving our request to act in any additional Area of Activity or any Channel of Service.

## 3. Transactions for the Account

We may give to the Bank instructions for the execution of Transactions for the Account only within the framework of the Areas of Activity and the Channels of Service. We will give the Bank instructions for the execution of Transactions for the Account using the appropriate forms of the Bank and without making any changes to them without the approval of the Bank. We undertake not to give instructions for the execution of Transactions for the Account (including by means of a Cheque drawn on the Account or by means of a debit card appropriated to the Account), unless the conditions for honouring such instructions for the execution of Transactions for the Account have been fulfilled, as provided in the Account Opening Documentation.

## 4. Authorizations for the Account

### 4.1 Determining Authorized Persons for the Execution of Transactions for the Account.

4.1.1 Anyone whose name is specified in the Account Opening Documentation as being authorized to represent us and to act on our behalf in all of the dealings with the Bank in connection with the Account and the execution of Transactions for the Account, who may be any one of us or whoever was empowered by us (and that includes as attorney-in-fact, even if his name was not specified in the Appendix to the Application to Open the Account), may represent us and act on our behalf as aforesaid, within the framework of the Areas of Activity and the Channels of Service – and all as may be approved by the Bank (hereafter respectively: **"the Authorized Persons"** and **"Authorization for the Account"**), the foregoing being subject to the provisions of Clause 4.2 below in connection with the revocation of the Authorization for the Account or any change therein. The appointment of the Authorized Persons and the determination of the terms of their authorization in no way detract from our liability, as Account Holder(s), for the Indebtedness in connection with the Account and the Transactions for the Account.

4.1.2 If we have requested the Bank to subscribe to any Channel of Service, the Authorization for the Account will also include the terms of authorization of the Authorized Persons when using such Channel of Service. The terms of the Authorization for the Account when using the Channel of Service may differ from the terms of the Authorization for the Account when giving an instruction to the Bank but not through the Channels of Service, and they shall be binding upon us.

4.1.3 Every notice, document or power of attorney which we may deliver to the Bank in connection with the respective Authorization for the Account and pursuant to this clause (hereinafter: **"the Documents of Authorization"**), will be based on appropriate and effective resolutions on our part which were approved (if we are a corporation) by our competent organs, and also after any other required approvals in connection therewith have been obtained.

4.1.4 Every instruction, request, agreement, understanding, Bill or document which may be signed by the Authorized Persons and delivered to the Bank in connection with the Account, will be based on appropriate and effective resolutions which were adopted (if we are a corporation) by our competent organs, and also in accordance with the Authorizations for the Account and they shall be binding upon us.

4.1.5 We shall not restrict nor limit the powers of any of the Authorized Persons with respect to the relevant Authorization for the Account without notifying the Bank thereof in writing in advance and receiving the Bank's confirmation thereof. We have not signed nor will we sign with any third party any document the terms of which, in relation to Authorizations for the Account, run counter to or are inconsistent with the provisions of the Account Opening Documentation.

4.1.6 Subject to any Law and without derogating from the provisions of Clause 12 below, we shall indemnify and compensate the Bank for any damage, loss or loss of profit which may be incurred by the Bank if it transpires that documents signed by the Authorized Persons or by us or which purport to be signed by the Authorized Persons or by us, are not binding upon us or are invalid, by virtue of not having been signed in accordance with the provisions of Clauses 4.1.3 or 4.1.4 above, as the case may be, or unlawfully or in excess of authority, and that includes by virtue of our undertaking as provided in Clause 4.1.5 above having been breached.

4.1.7 The Bank may enter into with us, or with any of the Authorized Persons, any inquiry with regard to any Transaction for the Account which the Bank was requested to execute or with regard to any Specific Request submitted in connection with the Account, and the Bank may predicate the execution thereof on the receipt of further approvals. Without derogating from the generality of the aforesaid, notwithstanding the existence of an Authorization for the Account, the Bank may require written consent and our signature in relation to any action which goes beyond the routine of Transactions for the Account or any unusual act or any act which raises in the eyes of the Bank a reasonable doubt as to our consent to the execution thereof.

4.1.8 Without derogating from the provisions of this Application, the Bank may require of us to provide it with any resolution or confirmation by us concerning the giving of instructions in connection with the Account, the operation thereof and the transactions therein which we request the Bank to execute as well as any resolution or confirmation on our part concerning the granting of Authorization for the Account or of any change in any authorization (as defined in Clause 4.2 below), all in form to the Bank's satisfaction. That means that the Bank may require that the resolution be certified by a lawyer to its satisfaction, and receive a copy of any relevant report submitted by us by operation of law.

4.1.9 If conflicting instructions have been given to the Bank by different Authorized Persons, the Bank may refrain from acting on such instructions.

4.1.10 Authorization for the Account can be operated by means of an originally signed power of attorney or a photocopy thereof, duly authenticated, to be

delivered to the Bank. The Authorized Persons appointed under a power of attorney may give instructions to the Bank in connection with the operation of the Account according to the rules that may be current at the Bank from time to time. The effectiveness of the power of attorney is subject to obtaining the approval of the Bank, to the effect that it will at all times be to the satisfaction of the Bank, and that there be provided to the satisfaction of the Bank any document that may be required by the Bank in connection therewith (including approval by the competent organ) and including authentication of signatures according to applicable Law in Israel. The Bank may act on the instructions of the Authorized Persons appointed by way of power of attorney and even if the power of attorney does not meet the requirements enumerated above.

- 4.1.11 The Bank may call for an original copy of the power of attorney (a copy with signatures and authorization in the original and not a photocopy), the foregoing whenever the attorney-in-fact seeks to give instructions for the execution of Transactions for the Account in accordance with the power of attorney. The Bank may ask the attorney-in-fact to confirm that the power of attorney is in force and has not been revoked.
- 4.1.12 Where the Bank has agreed at our request to issue a Debit Card for use by someone other than the Account Holder, and the Account is debited with the charges to the Debit Card, whoever received the Debit Card for his use shall be deemed to be an Authorized Person on our behalf to debit the Account by means of the Debit Card. We give the Bank an irrevocable instruction and authorization to debit the Account as aforesaid. Such authorization can be revoked by us by giving notice in writing to the Bank and we shall also give notice whenever there is any revocation of the Authorization for the Account to whoever received the said Debit Card for his use.
- 4.1.13 We shall notify the Bank immediately if becomes known to us that any of the Authorized Persons or whoever holds a Debit Card as provided in Clause 4.1.12 above has passed away and the Authorization for the Account of the Authorized Person or the holder of the Debit Card shall be revoked.
- 4.1.14 If Authorization for the Account is given in connection with the execution of transactions in securities, options or futures contracts, we shall notify the Bank at the time the authorization is given whether the authorization is for consideration.
- 4.1.15 Each of the Documents of Authorization shall be delivered to the Bank in the manner specified in Clause 24.2 below.
- 4.1.16 Each Authorization for the Account, including any change in any of its terms, shall enter into force when approved by the Bank and thereafter the relevant Documents of Authorization or the documents making the change to the authorization (as delivered to the Bank and approved by it) shall form part of the Account Opening Documentation. Any revocation of an Authorization for the Account shall enter into force within a reasonable time from the time all of the documents relevant to the revocation of the Authorization for the Account were received by the Bank.

#### 4.2 Revocation of Authorization for the Account or Any Change Therein

Any Authorization for the Account may be revoked or changed by us and by the relevant Authorized Person, at any time, as set forth hereinafter:

- 4.2.1 Revocation of any Authorization for the Account or any change in any of its terms (hereinafter in this Clause 4.2: "**Change in Authorization**") shall be

effected by serving notice on the Bank or by delivering an amended power of attorney, as the case may be, which will clarify the nature of the revocation or the change, all in form to the satisfaction of the Bank. The Bank may require us to furnish the Bank, to its satisfaction, any additional document for the purpose of giving effect to any Change in Authorization (all of such documents as provided in this Clause 4.2.1 above shall be called hereinabove and hereinbelow together: "**the Documents of the Change in Authorization**").

- 4.2.2 If we adopt a resolution to revoke any Authorization for the Account or to change any of its terms, but we do not deliver to the Bank the relevant Documents of the Change in Authorization, the Bank shall not be responsible to us for having executed any instruction or for having honoured any Transaction for the Account in accordance with any Authorization for the Account, as it was prior to the adoption of our resolution as aforesaid.
- 4.2.3 Notwithstanding the aforesaid, if we deliver to the Bank written notice of revocation of any Authorization for the Account or any change in any of its terms, and the Bank acts in accordance with our notice, this shall in no way derogate from the effectiveness of the Transactions for the Account that may be executed in accordance with our notice as aforesaid even if all of the documents required by the Bank were not delivered to the Bank or were not signed.
- 4.2.4 We shall give notice of any Change in Authorization, immediately and in writing, to the relevant Authorized Person under the Authorization for the Account. The Bank may act according to the Documents of the Change in Authorization delivered to it, even if such notice has not yet been delivered to the relevant Authorized Person according to the Authorization for the Account.
- 4.2.5 The Authorization for the Account (including the authorization of the holder of a Debit Card) shall lapse whenever the Law makes it compulsory (for example in case of death, winding-up, bankruptcy, incompetence etc.), and the provisions concerning any Change in Authorization, as aforesaid, will apply with all the necessary changes.
- 4.2.6 If there occurs any Change in Authorization and we have delivered to the Bank written instructions in any way connected to honouring any instruction in connection with the Account including for the execution of a Transaction for the Account, which was given prior to the Change in Authorization entering into force (hereafter: "**the Original Instruction**") and is not in conformance with the up-to-date Authorizations for the Account for the time being, then the Bank shall be exempt from any liability towards us concerning the execution of the Original Instruction, irrespective of whether or not the Bank honoured the Original Instruction, provided that the Bank acted reasonably.

#### 4.3 Authorized Debits

- 4.3.1 A request to establish an Authorization to Debit an Account may be submitted to the Bank by us or by the beneficiary.
- 4.3.2 The Bank may refuse any request to establish an Authorization to Debit an Account, in which case the Bank will communicate to us and the beneficiary the reasons for the refusal, however where the reasons are related to us, the Bank will communicate the reasons to us alone.
- 4.3.3 We may revoke any Authorization to Debit an Account at any time by notifying the Bank or by notifying the beneficiary.

4.3.4 We may cancel any particular debit debited to our Account on the strength of any Authorization to Debit an Account in accordance with the provisions of the Law and this Application by any instruction which we may give the Bank not later than three Business Days from the date of the debit. The provisions of this sub-clause above shall not apply to categories of Authorizations to debit and/or upon the fulfilment of conditions as may be determined by Law.

4.3.5 The Bank may revoke any Authorization to Debit an Account or refrain from executing Payment Transactions on the strength of any Authorization to Debit as aforesaid, on reasonable grounds, provided that the Bank notifies us of the revocation of the Authorization or of the non-performance of the Payment Transaction on the strength thereof, stating the reasons therefor.

4.3.6 An Authorization to Debit an Account the validity thereof shall lapse if no use has been made thereof for 24 continuous months.

## 5. Crediting and Debiting the Account

### 5.1 Crediting the Account

Subject to any Law, any deposit made to the credit of the Account which may be made by us or by any third party, shall be recorded by the Bank to the credit of the relevant Sub- Account, even if it was not approved or signed by us or signed by only one of the Authorized Persons (notwithstanding that according to its terms the Authorization for the Account is for a number of Authorized Persons acting together). Any amount credited to the Sub- Account as aforesaid, shall remain in such Sub-Account unless an express instruction is received from us to transfer same to another account or to another sub-account, all of the foregoing being subject to the rights of the Bank pursuant to the Account Opening Documentation and the Further Conditions. The crediting of the Account as aforesaid shall in no way detract from right of the Bank by operation of Law or pursuant to the Account Opening Documentation and the Further Conditions.

### 5.2 Crediting by Way of Cheques

5.2.1 A Cheque which has been duly deposited and on the date on which it was deposited as aforesaid the maturity date thereof has fallen due, for payment to the credit of the Account, shall be credited on a provisional basis only to the Current Account maintained in the currency in which the Cheque is denominated (hereinafter: "**Provisional Credit**"), subject to the following provisions:

5.2.1.1 Subject to any Law, Provisional Credit of a Cheque in Israeli currency, drawn on a bank at its branch in Israel or the branch of a bank in a Region, shall become a final credit not later than after the end of three Business Days after the Business Day on which the respective Cheque was duly presented for payment and a Provisional Credit was recorded with respect thereto (hereinafter: "**the Final Credit Date**"), subject to the bank on which the respective Cheque was drawn not having refused payment of the respective Cheque before the Final Credit Date. The Provisional Credit shall not become final as aforesaid, where there is a strike or lockout in the banking system or at the respective bank or due to the respective bank being precluded from clearing cheques or due to delays deferring the Final Credit Date by operation of law.

5.2.1.2 Provisional Credit of a Cheque in Foreign Currency, drawn on a bank abroad shall not be deemed finally paid and the Bank does not undertake that such Cheque may not be dishonoured and returned. If such a Cheque is

dishonoured at any time, the Cheque shall be deemed dishonoured notwithstanding the Provisional Credit as aforesaid and the Bank shall not take into account the amount thereof for the purpose of calculating the Balance Available for Withdrawal if the bank abroad on which the Cheque was drawn returned the Cheque at any time.

5.2.2 The Bank may reverse any credit to the Account by debiting the Account with the amount of any Cheque in Israeli currency the crediting of which did not become final or with the amount of any Cheque in Foreign Currency which was dishonoured at any time or demand that the amount of such Cheque be repaid with all of the attendant consequences.

5.2.3 Our signature and the signature of the drawer of a Cheque made out in our favour or of the last preceding endorser are genuine and our obligations and the obligations of the drawer of the Cheque or of the last preceding endorser of the Cheque are valid and genuine. Every particular which we endorsed on the Cheque is and will be correct and genuine.

## 6. Limit to Withdrawal from Current Account

6.1 Our right to withdraw funds from the Account is subject, among other things, to there being a Balance Available for Withdrawal at the time of withdrawal.

6.2 The Bank is not obliged to honour a Debit Instruction if there is no Balance Available for Withdrawal in the Account in an amount sufficient for honouring the Debit Instruction as aforesaid. Without derogating from the aforesaid, the Bank may, subject to any Law, honour from time to time any Debit Instruction or allocate to us in the relevant Current Account, unilaterally, a Current Account Facility, at the discretion of the Bank. Should the Bank do so, it shall not constitute agreement on the part of the Bank to do so in the future.

### 6.3 The Date of Withdrawal By Cheque

A Cheque drawn on the Current Account which was presented for payment and on the date of its presentment to the Bank there is no Balance Available for Withdrawal in the Current Account in an amount sufficient for the payment thereof – the Bank will refuse to pay it and will return it on the next Business Day which is the day on which it is returned, unless the Bank is precluded from so doing due to delays which postpone the date of return of the Cheque the payment of which was refused as aforesaid, according to any Law. The Balance Available for Withdrawal according to which the Bank will check whether there is cover for payment of the Cheque is the Balance Available for Withdrawal on the day of presentment and not on the day of return.

## 7. Refusal To Execute Transactions for the Account

### 7.1 The Right of the Bank not to Honour Instructions for Executing Transactions for the Account

In each of the following cases, the Bank may refuse to honour any instructions of ours to execute a Transaction for the Account (hereinafter in this Clause 7.1: "**the Instruction**"), defer or delay its execution or retract its consent to execute such Transaction or execute same in part only, as the case may be, and these are the cases:

7.1.1 If the Instruction was given contrary to the instructions or the guidelines of the competent authorities in Israel.

7.1.2 If the Instruction is unclear or not sufficiently intelligible to the Bank.

7.1.3 If the Bank is of the opinion that the execution of the Instruction is liable to expose the Bank to any unreasonable risk or to affect its rights.

7.1.4 If the Instruction is given with reference to Cheques or Bills as security or for collection or for credit to any account and that includes where they or some of them were not attached to the Instruction or are in any way faulty (for instance, an endorsement is missing, an endorsement is unclear, there is a discrepancy between the words



and the figures, etc.) or any of their particulars do not match the description in the Instruction form.

- 7.1.5 If the Instruction is given otherwise than on the application form as aforesaid or in the Bank's usual way or by using the forms of the Bank after making changes therein without the Bank's approval.
- 7.1.6 If the Instruction reaches the Bank after the time fixed for the delivery or execution thereof.
- 7.1.7 If the Instruction is given through a "service box" as such service may be available from the Bank from time to time, and such Instruction relates to a transaction which the Bank does not usually transact on the basis of an instruction given through a "service box" as aforesaid.
- 7.1.8 If the Instruction is for doing something which the Bank does not usually do or in a way that is different from what was agreed between us and the Bank.
- 7.1.9 If the execution of the Instruction involves the debiting of any Current Account and the status of such Current Account precludes it from being so debited, including by reason of the Balance Available for Withdrawal being insufficient for the execution of the Transaction, or if such Balance is sufficient, but because of a credit that was posted by mistake or because of a credit the finality or effectiveness of which are uncertain for any other reason.
- 7.1.10 If a number of Debit Instructions have been given and the status of the Current Account would not allow all of the Debit Instructions to be honoured, the Bank may execute whichever of the Debit Instructions which the Bank deems fit, at its discretion.
- 7.1.11 If the Instruction is not within the framework of the Areas of Activity or is not within the framework of the Channels of Service; or, if the Instruction does not comply with the terms and conditions applicable to the giving of Instructions and the execution of Transactions for the Account, in the respective Area of Activity or Channel of Service.
- 7.1.12 If the Instruction was given by a person unauthorized to give same under the provisions of Clause 4 above or by someone as to whom there is some doubt as to his authority to give the Instruction or whenever the Bank requires additional approval for the execution of the Instruction which was given in reliance upon an authorization or in accordance with a power of attorney, as provided in Clause 4 above, and such approval has not been received by the Bank.
- 7.1.13 If there is any legal or other impediment preventing the execution of the Instruction.
- 7.1.14 Whenever the Bank requires any additional approval to its satisfaction for the execution of an Instruction and such approval has not been received by the Bank.

#### 7.2 Refusal to Execute Payment Transactions

Without derogating from the provisions of Clause 7.1 above, the Bank may refuse to execute Payment Transactions, except that it shall not refuse to execute Payment Transactions for reasons that are not unreasonable, in which case the Bank will notify us accordingly within a reasonable time having regard to the circumstances and will inform us of the reasons for its refusal and how we can correct the fault which brought about the refusal of the Bank if there was any. The foregoing notwithstanding, the Bank may refrain from informing us of the reasons for its refusal if it considered that going into such detail is liable to defeat the purpose for which the refusal was required, and that includes in as much as it is unlawful or if there is a reasonable concern that we are acting fraudulently. Without derogating from the generality of the foregoing, the reasons set out in Clause 7.1 above shall be deemed reasonable for not executing a Payment Transaction, all of which having regard to the circumstances of the matter.

### 8. Cancellation of a Payment Instruction

- 8.1 We may cancel a Payment Instruction by giving notice to the Bank no later than the Last Time for Receiving Instructions for the Execution of Transactions for the Account (as defined in Clause 10 below) or no later than an earlier time according to times published by the Bank from time to time on the website of the Bank or by any other mode of presentation, subject to any Law, provided that the Bank can in fact stop the execution of the relevant Payment Instruction, the foregoing in keeping with the reasonable technological limitations that are applicable in the circumstances of the matter.
- 8.2 Subject to the provisions of any Law, - notwithstanding the foregoing:
  - 8.2.1 Without derogating from the provisions of Clause 13.4 below in relation to the cancellation of a Standing Instruction, instructions for execution at a future date may be cancelled at any time by delivering advance notice to the Bank, all as not otherwise prescribed by the Bank or according to the provisions of any Law.
  - 8.2.2 Instructions for immediate execution or given in the framework of a secured Payment Transaction, may not be cancelled or changed.

### 9. Freezing the Use of a Means of Payment

#### 9.1 Freezing by the Customers

- 9.1.1 We may, at any time, request the Bank to implement a Freezing of the Use of any of the Means of Payment that were issued and/or that may be issued to us by the Bank (including the freezing of giving authorization to debit the account of a particular beneficiary), for a period of time to be determined by us, provided that such period shall not exceed 14 days. The mode of delivery of our request to the Bank to implement a Freezing of the Use of any Means of Payment shall be as instructed by the Bank from time to time in its publications on the website of the Bank and/or by any other mode of display, subject to any Law.
- 9.1.2 Notwithstanding the foregoing, the Bank may allow us, at its sole discretion, and including with reference to certain categories of Means of Payment, to implement a Freezing of the Use of a Means of Payment for a period in excess of 14 days. If the Bank allows us as aforesaid, and we request a Freezing of the Use of any Means of Payment for a period in excess of 14 days, the Bank may determine that a Freezing of the Use of such Means of Payment shall continue in force until receipt from us of some other instruction.
- 9.1.3 Once the respective period of the Freezing of the Use of the Means of Payment comes to an end the freeze shall come to an end, all as provided in our aforesaid request, and the Bank shall bear no responsibility in connection with the freeze coming to an end as aforesaid, provided that the Bank did not act negligently.

#### 9.2 Freezing by the Bank

- 9.2.1 The Bank may freeze our right to make use of any of the Means of Payment, if it is required to do so in accordance with the provisions of any Law or for other reasonable reasons. Without derogating from the generality of the foregoing, the following reasons, *inter alia*, shall be deemed to be reasonable reasons for freezing our right to make use of any of the Means of Payment:
  - 9.2.1.1 There is a reasonable concern affecting the security of the Means of Payment, a concern as to the Misuse of the Means of Payment or fraud;
  - 9.2.1.2 There is a reasonable concern that the Means of Payment is liable to serve for the purpose of committing an offence or to cause the Bank to be in breach of a provision of Law;
  - 9.2.1.3 There is a real concern that we will not

fulfil our obligations towards the Bank;

9.2.1.4 In case of any malfunction, disruption, breakdown or inquiry in connection with the use of the Means of Payment, in the circumstances of the case and/or the category of the Means of Payment, and also in other circumstances over which the Bank had no control;

9.2.1.5 In any other case which at the discretion of the Bank, the continued use of the Means of Payment is liable to cause damage to us or to the Bank.

9.2.2 Whenever the Bank implements a Freezing of the Use of any Means of Payment, as provided in Clause 9.1.3 above, it shall notify us thereof in the usual manner that the Bank gives notices of that kind and shall specify the reasons therefor, prior to implementing the freeze. Notwithstanding the foregoing, the Bank shall be at liberty not to give us notice as aforesaid, or not to specify in the notice the reasons for the freeze, if it is of the opinion that giving the notice or specifying the reasons as aforesaid, as the case may be, are liable to defeat the purpose for which the freeze is required, and that includes in as much as it is forbidden by Law or if there is a reasonable concern that we are committing acts of deception, and also if the continued use of the Means of Payment is liable to cause damage to us or to the Bank, provided that the notice or the specification of the reasons as aforesaid, are made known to us by the Bank as soon as possible thereafter, unless the Bank is prevented from so doing according to any Law.

9.2.3 Whenever the Bank implements a Freezing of the Use of any Means of Payment as provided in Clause 9.2.1 above, and the reasons for the freeze no longer exist, the Bank will remove the freeze and shall notify us thereof.

9.3 It is clarified that the Freezing of the Use of any Means of Payment as provided in this clause above (whether at our request as provided in Clause 9.1 above or on the initiative of the Bank as provided in Clause 9.2.1 above) does not and will not derogate from the validity of existing and future debits and credits of ours of Means of Payment which are the object of the Freezing of the Use of the Means of Payment as aforesaid, the Payment Instructions relative thereto were given to the Bank prior to the date on which the respective use was frozen.

9.4 It is further clarified and agreed that the Freezing of the Use of Means of Payment as provided in this clause above, is liable, having regard, *inter alia*, to the category of the frozen Means of Payment and the circumstances of the case, to bring about a freeze of other services provided to us, which are not payment services (for example, viewing information, giving instructions that are not Payment Instructions and the like), in the wake of the frozen Means of Payment as aforesaid.

## 10. Times for Receiving Instructions and for the Execution of Transactions

10.1 Instructions for the execution of Transactions for the Account which are received by the Bank after the end of the Business Day or after an earlier time as may be determined by the Bank from time to time as the latest time for receiving instructions for the execution of Transactions for the Account (hereinafter: **"the Last Time for Receiving Instructions for the Execution of Transactions for the Account"**), shall be deemed to have been received by the Bank on the next Business Day. The determination of the Bank regarding the Last Time for Receiving Instructions for the Execution of Transactions for the Account may differ, according to the circumstances of the case, and that includes according to different times for different days, for different offices, departments or branches, and even for different Means of Communication, and according to the Areas of Activity, different types of services or Channels of

Service, and it will be displayed on the website of the Bank and/or in any other way which the Bank may be permitted to display.

10.2 An instruction for the execution of Transactions for the Account which is received on a day which is not a Business Day or a Business Day for Foreign Currency, as the case may be, will be posted to the Account on the first Business Day or Business Day for Foreign Currency, as the case may be, following the day on which the instruction was given, as aforesaid.

10.3 Subject to the provisions of this Application, whenever it is incumbent on the Bank to credit the Account with amounts which are due or which become due to us at any time and from time to time, including by virtue of a Payment Instruction or by virtue of any other instruction given to the Bank by us, by us alone or together with others, or by any third party, the Bank will credit the Account with such sums on the Business Day on which the funds were received by the Bank, or at such later time as may be agreed upon between ourselves and the Bank (hereinafter: **"the Time Intended for Crediting the Account"**). Notwithstanding the foregoing, it is agreed that in reasonable circumstances which justify so doing, including in any of the circumstances specified below, the actual time of crediting the Account may occur later than the Time Intended for Crediting the Account, provided that the Bank credits the Account as early as possible after the circumstances stated above have ceased to exist. Without derogating from the generality of the foregoing, the time of crediting may occur at a later time, *inter alia*, in any one of the following cases:

10.3.1 If the Bank is prevented by operation of Law from posting the credit at the Time Intended for Crediting the Account and that includes where the prevention stems from the applicability of provisions of Law, usage or accepted practice, including such as are connected to the prohibition on money laundering or the prohibition on the financing of terror.

10.3.2 If the delay is caused as a result of constraints in connection with special characteristics in connection with the nature of the instruction given to credit the Account, and that includes where the Account is credited with amounts in foreign currency or as a result of actions by a correspondent bank or other external service provider of the Bank, in or outside Israel.

10.3.3 If the instruction to credit the Account is unclear or is not sufficiently intelligible to the Bank or if there is a misstatement or discrepancy or error in the instruction received by the Bank to credit the Account.

## 11. Responsibility for Defects in the Execution of Payment Transactions

11.1 Whenever we apply to the Bank with regard to a defect in the execution of a Payment Transaction, and that includes the non-execution thereof, the Bank will investigate the matter and will inform us of the results of the investigation within a reasonable time in the circumstances of the case.

11.2 Should it become known to the Bank following the aforesaid investigation, or in any other way, that a defect occurred in the execution of a Payment Transaction and that the Bank is responsible for the defect, the Bank will rectify the defect as soon as possible after the Bank became aware thereof as aforesaid.

11.3 If the Bank was not responsible for the defect in the Payment Transaction, the Bank shall take reasonable measures so that the other provider of payment services responsible for the defect will rectify same as soon as possible.

11.4 The Bank shall not be responsible for any damage or expense that may be incurred, if any, by us and/or by any third party, on account of any defect in the execution of any Payment Transaction, which was incurred due to any act or omission of ours and/or of any one on our behalf and/or any other provider of

payment services. Without derogating from the generality of the provisions of this clause above, any Payment Transaction executed by the Bank in reliance upon a Unique Identification Code for a Payment Transaction that was tendered by us to the Bank, irrespective of whether tendered by us on its own or tendered together with other particulars, shall be deemed a transaction executed by the Bank as required with regard to the identity of the beneficiary in the Payment Instruction, and the Bank will not be liable for any damage liable to be incurred by us, and we shall compensate and indemnify the Bank for any damage, loss and expense of any kind or category, whether direct or indirect, foreseen or unforeseen, that may be incurred by the Bank, as a result of any demand, contention or claim of any third party, due to the non-execution of the Payment Transaction by the Bank or due to any defect in the execution thereof, all of which provided that the non-execution or the defect as aforesaid were caused by the reliance of the Bank on an erroneous unique identification code which we gave to the Bank.

11.5 Without derogating from the foregoing, the Bank shall make reasonable efforts to return to us funds that were transferred by it from the Account in the framework of the execution of a Payment Transaction, in as much as were transferred, in reliance upon an erroneous unique identification code which we gave to the Bank. If it was not possible to return such funds to us, the Bank shall forward to us, at our request, any information in its possession, if there is any, and it can be delivered, pertaining to the Payment Transaction that was executed in reliance upon the erroneous unique identification code as aforesaid and which can be of assistance in retrieving the funds.

11.6 **For the removal of any doubt it is clarified that nothing contained in this clause above is in derogation of the provisions of this Application according to which the Bank may refrain from executing Payment Transactions, or may execute them in part only, including its refusal to execute Payment Transactions on reasonable grounds, as provided in Clause 7 above.**

## 12. Theft or Loss of an Essential Component or Misuse of Means of Payment

In case of theft or loss of an Essential Component in a Means of Payment which was issued or may be issued to us by the Bank, or any Misuse of a Means of Payment by any one not entitled to do so (hereinafter in this clause: "**the Loss**"), the following shall apply:

12.1 We or whoever of us shall give notice thereof to the Bank immediately, verbally or by phone or in writing or in any other way, all as the Bank shall advise us from time to time (hereinafter in this clause: "**the Notice**"). In the Notice we shall provide the particulars required by the Bank, including a description of the circumstances of the Loss, the Payment Transactions that were carried out in the course of the Misuse of the Means of Payment and particulars of the damage sustained and we shall take all reasonable steps to assist in mitigating the damage. Where the Notice is given other than in writing, the Notice shall also be given in writing, if required by the Bank, all of which within a reasonable time.

12.2 After the Notice has been given as aforesaid we shall not be liable for the Misuse of the Means of Payment that was made after giving the Notice.

12.3 It is clarified that the Bank shall not be liable towards us and any third party for any damage, whether direct or indirect, in connection with the actions of the Bank after we have given our Notice as aforesaid, if it acted in good faith and without behaving negligently according to our Notice as aforesaid.

12.4 The Bank may debit the Account on account of any Payment Transaction [effected] with a Means of Payment with respect to which the Notice was given, which was carried out during the period between the time when the Loss became known to us, to any of us

or to any one on our behalf, until the time when the Notice was given, according to the lower of the following two amounts:

12.4.1 A fixed sum of NIS 75, in addition to NIS 30 for each day elapsed between the time when the Loss became known to us or to the holder of the Means of Payment until the time when the Notice was given. Notwithstanding the foregoing, if the Notice was given during the 30 days from the day when the Misuse of the Means of Payment was first committed, the amount debited shall not exceed NIS 450.

12.4.2 The amount of the Payment Transactions actually carried out in the course of the period of Misuse.

12.5 The amounts specified above are subject to change by order of the Minister for Justice, and in case of change as aforesaid, the updated amounts shall apply.

12.6 The limitation of liability prescribed in Clause 12.4 above shall not apply, and the Bank may debit the Account on account of each Payment Transaction carried out with the Means of Payment before we gave any Notice as provided in that clause, if the use of the Means of Payment was made after we or the holder of the Means of Payment on our behalf made the Essential Component in the Means of Payment available to some other person, irrespective of whether the Means of Payment was used with our knowledge or with the knowledge of the holder of the Means of Payment on our behalf or without our or his knowledge. The provisions of this sub-clause shall not apply when one of the following applies:

12.6.1 The Essential Component of the Means of Payment was made available to some other person in reasonable circumstances only for the purpose of safeguarding same or was made available to a beneficiary for the purpose of giving a Payment Instruction through the beneficiary.

12.6.2 The Misuse occurred after the Essential Component of the Means of Payment that was made available to the other person, was stolen from him or lost by him.

12.7 Notwithstanding all of the provisions of this clause above, the limitation of our liability shall not apply where we have acted with intent to defraud, and then we shall be liable exclusively for the Misuse of the Means of Payment.

12.8 The provisions of this Clause 12 above shall not apply to an Authorization to Debit an Account.

## 13. Standing Instructions

13.1 A Standing Instruction shall not enter into force unless it is approved by the Bank.

13.2 A Standing Instruction shall be honoured by the Bank subject to the existence of a Balance Available for Withdrawal; all of which in an amount sufficient in order to honour the Standing Instruction and subject to the absence of any other impediment to the honouring thereof by the Bank. Whenever there is any impediment to the honouring of the Standing Instruction (including where there is no Balance Available for Withdrawal), the Bank may cancel the relevant Standing Instruction on reasonable grounds.

13.3 Any change in a Standing Instruction is subject to the approval of the Bank in accordance with the provisions hereof and a new Standing Instruction needs to be signed by us.

13.4 Subject to any Law and subject to the provisions of Clause 8 above, a Standing Instruction (including a Standing Instruction to execute instructions regarding securities) may be cancelled by us by giving prior written notice of one Business Day.

13.5 We shall monitor from time to time the debits of the Standing Instruction to the Current Account.

13.6 If we have given the Bank a Standing Instruction for the transfer of amounts to be determined by us for deposit or for investment of any kind, we shall check from time to time the profitability of the investment



taking into consideration any change in circumstances.

- 13.7 The amount of the Standing Instruction according to which the Account will be debited may vary from time to time as provided in the Standing Instruction.
- 13.8 Unless otherwise provided in the Standing instruction:
- 13.8.1 The amount of the Standing Instruction linked to the Consumer Price Index will vary according to the rate of variation of the Consumer Price Index which occurs between the Base Index (which is determined according to "the Base Index date" as prescribed in the Standing Instruction) and the Known Index on the date of execution of each one of the payments under the Standing Instruction.
- 13.8.2 The amount of the Standing Order linked to the US Dollar or linked to any other Foreign Currency approved by the Bank (hereinafter: **"the Linkage to Foreign Currency"**) in Standing Instructions for the execution of transactions in securities and in Current Account will vary according to the variation in the representative rate of the respective Foreign Currency which is known on the execution date or at the time the transaction is closed, all as prescribed in the Standing Instruction.
- 13.9 The amount of the Standing Instruction shall not exceed the maximum amount prescribed in the respective Standing Instruction, if so prescribed, or as determined by the Bank or by operation of Law, all as the case may be and according to the context.
- 13.10 The following conditions shall also apply to a Standing Instruction in Foreign Currency:
- 13.10.1 The purchase of Foreign Currency for the execution of a Standing Instruction the amount of which is expressed in Foreign Currency shall be made according to the Bank's Customary Selling Rate for cheques or transfers in Foreign Currency, as may be determined by the Bank.
- 13.10.2 Whenever the original date for executing a Standing Instruction the amount of which is expressed in Foreign Currency falls on a day which is not a Business Day or a Business Day for Foreign Currency (hereinafter: **"the Original Date of Execution"**), the execution of the Standing Instruction shall be deferred to the Business Day next following the Original Date of Execution which is also a Business Day for Foreign Currency, however if the Business Day next following the Original Date of Execution, which is also a Business Day for Foreign Currency, does not fall in the same calendar month as the Original Date of Execution, the execution of the Standing Instruction the amount of which is expressed in Foreign Currency shall be brought forward to the last Business Day for Foreign Currency prior to the Original Date of Execution.

#### 14. Use of Cheque Forms

- 14.1 We shall not give the Bank instructions to debit the Account by means of Cheques unless the Bank gives us its consent thereto. The Bank may approve the opening of an account and its operation on which Cheques may be drawn. Instructions to debit the Account by means of Cheques as aforesaid may be given by us only by means of Cheques the forms of which comply with the requirements specified in Clauses 14.1.1 or 14.1.2 below (hereinafter: **"(Cheque Forms)"**):
- 14.1.1 By means of Cheque Forms which we receive from the Bank; or
- 14.1.2 Subject to the Bank's written approval – by means of Cheque Forms that will be printed, on our responsibility, at a printing house of our choice – in which case we undertake that on the face of the Cheque Forms to be printed at the printing house as aforesaid there will be included, among other things, our identification particulars, as

required by the Law. The printing house or the issuer of the Cheque Forms as aforesaid must obtain the approval the Bank, in accordance with the Cheques Without Cover Law. The Bank may determine the size and form of the Cheque Form by which we may give instructions to debit the Account, the type of paper on which it is to be printed and the content and location of the various particulars to appear on the face of the Cheque Forms (hereinafter: **"the Technical Specifications"**). We undertake that the Cheque Forms as aforesaid meet the Technical Specifications which may be given to us by the Bank, if given.

- 14.2 We shall use the Cheque Forms by ourselves without making any alterations to the particulars printed or imprinted on them.
- 14.3 The Bank is not obliged to honour any instruction to debit the Account by means of a Cheque and to pay the Cheque if the Cheque Form or the instruction to debit the Account by means thereof do not comply with the terms of the Account Opening Documentation or if any transaction is contrary to the regulations or the directives of the competent authorities in Israel, including regulations or directions of any of the bodies engaging in the clearing of Cheques.
- 14.4 We will safeguard in a reasonable manner the Cheque Forms and their integrity and we shall take reasonable precautions in order not to allow them to be used by any unauthorized person or for him to have access to them.
- 14.5 We shall notify the Bank in writing whenever any Cheque Forms are stolen or lost immediately the loss or the theft becomes known to us. In such notice we shall include particulars of the serial numbers of all of the Cheque Forms which were lost or stolen, and we shall request the Bank to cancel them (hereinafter: **"Notice in Writing of Loss of Cheques"**). Without derogating from our duty to give the Bank Notice in Writing of Loss of Cheques, we may give the Bank a preliminary notice of loss or theft of the Cheque Forms as aforesaid by such Means of Communication which have been or may be expressly agreed between us and the Bank for giving notices to the Bank.
- 14.6 Whenever we instruct the Bank in writing to cancel any Cheque Forms or whenever we instruct the Bank in writing to cancel any instruction to pay same, irrespective of whether or not it concerns Cheque Forms signed by us, we must include in our instruction the particulars of the relevant Cheque Forms, including their serial numbers. Without derogating from our obligation to give the Bank notice in writing of the cancellation of Cheque Forms or of the cancellation of the instruction to pay same, we may give the Bank advance notice of cancellation as aforesaid, by any Means of Communication as was or may be expressly agreed upon between ourselves and the Bank that they shall serve for the purpose of giving notices to the Bank.
- 14.7 If the Bank agrees to accept our instruction to cancel any Cheque Forms or to cancel any instruction to pay same, but the particulars of the Cheque Forms to which our instruction refers, all or some of them, are unknown to us or are incapable of being identified with certainty, irrespective of whether it concerns Cheques that were signed by us, the Bank may deem our aforesaid instruction as being a general instruction to cancel the Cheque, applicable to all of the Cheques drawn or purporting to be drawn on the Account, which may be presented to the Bank on the date on which the Bank received our aforesaid instruction.

#### 15. Fees, Commissions, Charges and Expenses

- 15.1 Subject to any Laws and Bank of Israel regulations:
- 15.1.1 We shall pay to the Bank fees, commissions and charges in connection with various Banking Services in amounts, at times and in the manner as prescribed in the Bank's Scale of Charges, or as agreed or may be agreed between us and the Bank (if agreed). We shall also pay to the Bank all of the expenses expended by the Bank in



- connection with the granting of the said Banking Services. Such expenses shall be paid by us in amounts, at times and in the manner as prescribed in the Bank's Scale of Charges or as agreed or may be agreed between us and the Bank (if agreed). If any such expenses (which are not of the type of expenses as prescribed in Clause 15.1.5 below) are not listed in the Bank's Scale of Charges or in the Account Opening Documentation or in the Further Conditions, or their amount or rate was not fixed in any of the aforesaid documents, we shall pay such expenses according to their actual amount.
- 15.1.2 All of the fees, commissions, charges and expenses for which no date has been fixed for the payment thereof as aforesaid, shall be paid by us to the Bank as follows:
- 15.1.2.1 If it concerns any fee, commission, charge or expense in connection with some act or deed which we are obliged to perform (according to the provisions of the Account Opening Documentation or the Further Conditions or by operation of Law) – the time fixed for the performance of such act or deed, or when they are actually performed, whichever is the earlier;
- 15.1.2.2 In any other case – upon the Bank's first written demand.
- 15.1.3 The Bank may change the tariffs for fees, commissions, charges and expenses and their names or when they are charged, may establish new fees, commissions, charges and expenses, or combine one with another, or change the structure of the Bank's Scale of Charges, and its contents. Where a fee, commission or charge is determined according to the Bank's Scale of Charges, the fee, commission or charge shall be determined according to the new item in the Bank's Scale of Charges and according to the chapter of the Bank's Scale of Charges which are appropriate to the matter in hand, notwithstanding that such fee, commission or charge had previously been classified in the Bank's Scale of Charges under another name in another chapter or in a different way.
- 15.1.4 Without derogating from the provisions of Clause 15.1.1, where in the Account Opening Documentation or in the relevant Further Conditions it is determined that we must pay a fee, commission, charge or expense of any kind, which is specified in the Bank's Scale of Charges or is referred to in the Bank's Scale of Charges (without stating its exact name, rate or amount), we shall pay the fee, commission, charge or expense according to its rate or amount as provided in the Bank's Scale of Charges.
- 15.1.5 Reasonable expenses relating to legal proceedings will be charged subject to the provisions of any Law. The amount of legal fees shall be as may be determined by decisions of the court or the Execution Office, and if there are none, as may be agreed with us in writing. Notwithstanding the foregoing, in execution proceedings, if no legal fees have been determined as aforesaid, the Bank may charge us with minimum legal fees as determined on the strength of Section 81 of the Chamber of Advocates Law, 5721-1961.
- 15.1.6 Without derogating from the generality of the provisions of Clause 30 below, any Indebtedness on account of fees, commissions, charges and expenses will be paid by us to the Bank on the date we were to have paid such fees, commissions, charges or expenses, as provided in Clauses 15.1.2 or 15.1.5 above, coupled with Interest at the Maximum Rate in respect thereof from the aforesaid date and until the actual payment in full thereof. Subject to any Law, the Bank may debit the Account, without

any prior demand, with any Indebtedness on account of fees, commissions, charges or expenses as aforesaid.

- 15.2 The provisions of this Application regarding fees, commissions, charges and expenses, shall apply, unless otherwise agreed or may be agreed in writing between the Bank and ourselves.

## 16. Indemnity

- 16.1 We shall indemnify and compensate the Bank for any damage which may be incurred by the Bank (including any damage, claim or demand in connection with risks pertaining to the area of environmental protection and public health), and for reasonable expenses incurred by the Bank or which it may be required to pay (including the fees of lawyers and experts engaged by the Bank), all of which subject to any Law and due to:
- 16.1.1 Claims, demands or other proceedings that may be initiated against the Bank (by any third party), in or outside Israel, in connection with the Account, the Transactions for the Account, the Banking Services for the Account or in connection therewith, the assets therein, other assets the rights pertaining thereto are charged in favour of the Bank or arising from any of them; and
- 16.1.2 Claims or demands or proceedings which the Bank sees fit to initiate (against any third party), in or outside Israel, in connection with the Account, the Transactions for the Account, the Banking Services for the Account or in connection therewith, the assets therein, other assets the rights pertaining thereto are charged in favour of the Bank or arising from any of them; and
- 16.1.3 Claims, demands or other proceedings in which the Bank is involved, in a matter all of which is a dispute between ourselves and any third party or among ourselves.
- 16.2 Without derogating from the aforesaid, it is clarified for the prevention of any doubt, that in legal proceedings as aforesaid, which are conducted before a court of law or other judicial authority, in which the Bank took an active part, the Bank's right to the litigation costs in such proceedings shall be in accordance with the provisions of Clause 15.1.5 above.

## 17. Exemption from Liability in Certain Circumstances

- 17.1 Without derogating from the provisions of any Law and from any other provision contained in the Account Opening Documentation and in the Further Conditions, including Clause 11 of this Application –
- 17.1.1 The Bank shall be exempt from liability for any damage, loss, expenses and payments which may be incurred by us:
- 17.1.1.1 As a direct result of circumstances over which the Bank has no control, and in the course of the occurrence of said circumstances and provided that the Bank adopts reasonable measures in order to meet its obligations;
- 17.1.1.2 As a result of the reasonable use by the Bank of different Means of Communication or carriage, such as mail, telephone, telex, facsimile or any other method of communication or carriage, whether private or public, and as a result of any delay, misunderstanding, destruction or malfunction on account of such use, except that the Bank shall not be exempt if the damage, the loss, the expenses and the payments as aforesaid were incurred as a result of its negligence.
- 17.2 The Bank shall be exempt from all of the duties of the holder of a Bill (and similar duties for whoever is not a

holder of a Bill) with respect to Bills signed by us or endorsed by us or guaranteed by us, including presentment for payment or for acceptance, protest and sending notice of dishonour. All our obligations arising from our signature, endorsement or guarantee, shall remain in force even if the Bank does not fulfil the duties of the holder (or other similar duties) as aforesaid. The Bank may send the Bills for collection or return them to us, in any way it deems fit. The Bank may refrain from clearing Cheques as to which there are technical defects or such that are stale. Should such a Cheque be presented we shall be responsible for any defect therein and for the consequences arising therefrom.

17.3 Without derogating from the right of the Bank under any Law, the Bank may make inquiries in any way connected to the Bill deposited by us with the Bank, including applying to the Israel Police, and in the course of such inquiries give and receive information. In addition, the Bank may hand over any Bill which appears on its face to be forged to the Israel Police or to any other competent authority, and not return it to us, and debit the Account if it was credited in respect thereof.

17.4 The Bank shall not be held responsible for any loss, theft, destruction or defacement of Bills or for any delay in their collection, if they were not caused by its negligence. In such a case, the Bank may reverse the credit in respect of the Bills and such reversal shall be effective retroactively from the date on which the Account was credited. Expenses incurred by the Bank on account of exchange rate differences and reasonable expenses of the Bank and of any correspondent bank that were incurred for remitting the Bill for collection and the handling of the collection process shall be borne by us, and the Bank may debit the Account in respect thereof. Notwithstanding the aforesaid, in the event that the Bills were delivered to the Bank for collection, the Bank shall be responsible for the loss, theft, destruction or defacement of the Bills or for the delay in their collection, unless if incurred due to circumstances that the Bank could not have foreseen and could not have prevented their consequences.

## 18. Retention. Lien and Set-Off

### 18.1 Definitions

In this Clause 18 the following terms shall have the meaning as set out next to them:

18.1.1 **“Anticipatory Breach”** – in relation to any Indebtedness, if we manifest our intention not to perform the Indebtedness in full as and when due or if it becomes likely in the circumstances that we will be unable or unwilling to perform same, as set forth in Section 17 of the Contracts (Remedies for Breach of Contract) Law, 5731-1971.

18.1.2 **“Assets”** – all of the monies which we are entitled to receive from the Bank, subject to any Law, including any obligation of the Bank to us which has yet to mature, such as a financial deposit of any kind which according to the terms on which it was deposited with the Bank its maturity date has not yet fallen due, and all of our other rights and property, which we are entitled to receive from the Bank, including securities, negotiable and non-negotiable instruments, chattels, documents for goods, insurance policies, Bills, assignments and deposits which may be held by the Bank or under its control at any time to our credit or for us, including such as were delivered to the Bank for collection, as security, for safe-keeping or otherwise – irrespective of whether such assets were deposited (or we are entitled thereto) in the Account or any other account of ours, and even if any other account as aforesaid is maintained in our name together with others.

18.1.3 **“Future Indebtedness”** – any Indebtedness the maturity date of which is in the future in relation to which any of our obligations or representations towards the Bank were breached by us or that there occurred an Anticipatory Breach in connection therewith or that there is a reasonable concern of there being a breach thereof by us (even if such concern does not constitute an Anticipatory Breach).

18.1.4 **“Existing Indebtedness”** – any Indebtedness the maturity date of which has fallen due, including by reason of the rendering thereof immediately payable by the Bank.

### 18.2 The Bank's Right of Retention

18.2.1 The Bank may defer the date on which we may withdraw or take into our hands any of the Assets until the fulfilment of all of our Indebtedness (both conditional and unconditional), including against any Existing Indebtedness and any Future Indebtedness, subject to any Law. The Bank's rights of retention as aforesaid are general rights and shall apply to the Assets in whole or in part, even if the Assets are not in the same currency in which any Indebtedness is denominated. If the Asset in relation to which the Bank exercises the right of retention is divisible, exercising the Bank's right of retention shall be carried out while preserving a reasonable proportion between the value of the Asset as aforesaid and the extent of the respective Indebtedness.

18.2.2 The Bank may retain the Assets as aforesaid until the aforesaid Indebtedness has been discharged or repaid in full, and until such time we shall not be entitled to take possession of the aforesaid Assets, dispose of them or to deal with them in any other way without the prior written consent of the Bank. The Bank shall notify us of the exercise of the right of retention after the exercise thereof by it.

### 18.3 The Bank's Right of Lien

The Bank has the right of lien on any of the Assets, in whole or in part, which is capable of being exercised in relation thereto, in accordance with any Law or agreement – whether for the purpose of securing the payment of any Indebtedness (both conditional and unconditional) including against any Existing Indebtedness or any Future Indebtedness. The Bank's rights of lien as aforesaid are general rights and shall apply to the Assets in whole or in part, even if the Assets are not in the same currency in which any Indebtedness is denominated. If the Asset in relation to which the Bank exercises the right of lien is divisible, exercising the Bank's right of lien shall be carried out while preserving a reasonable proportion between the value of the Asset as aforesaid and the extent of the respective Indebtedness. The Bank may retain possession of the Assets as aforesaid until the aforesaid Indebtedness has been discharged or repaid in full, and until such time we shall not be entitled to take possession of the aforesaid Assets, dispose of them or to deal with them in any other way without the prior written consent of the Bank. The Bank shall notify us of the exercise of the right of lien after the exercise thereof by it.

### 18.4 The Bank's Right of Set-Off

18.4.1 The Bank has the right to set off the Assets or the proceeds thereof (as the case may be), in whole or in part, against any Indebtedness (conditional or unconditional) including against any Existing Indebtedness and against any Future Indebtedness (provided that with respect to Future Indebtedness, there is cause which entitles the Bank, pursuant to the Account Opening Documentation or pursuant to the Further Conditions, to render the aforesaid Indebtedness immediately repayable). The Bank's right of set-off is a general right and it shall apply to the Assets, in whole or in part, even if our rights in the Assets as aforesaid

and the Existing Indebtedness or the Future Indebtedness (the payment of which the Bank wishes to effect by means of realizing the right of set-off as aforesaid), do not stem from one transaction, and even if there is no link or any other connection between them, irrespective of whether the Assets and the Indebtedness as aforesaid are in Israeli currency or in Foreign Currency and even if they are not in the same currency.

18.4.2 For the purpose of exercising the right of set-off, the Bank may, among other things, sell the Assets or convert them into cash, apply the Assets or their proceeds (as the case may be) to the discharge of any Indebtedness as aforesaid, all of which at our expense. We hereby irrevocably authorize the Bank to utilize the right of set-off of the Bank as aforesaid and to take any action which may be required in order to exercise the right of set off as aforesaid.

18.4.3 In the event of the exercise of the right of set-off of the Bank with reference to any of the Assets or the proceeds thereof (as the case may be), for the purpose of repaying any Future Indebtedness, such Indebtedness shall be deemed to be Indebtedness which has been rendered immediately payable by the Bank. Rendering the Indebtedness immediately payable as aforesaid shall be effected by effecting the set-off and for that purpose the provisions of the Account Opening Documentation and the provisions of the Further Documentation in connection with the collection of additional amounts when the Indebtedness is rendered immediately payable (interest, expenses and fees, commissions and charges, including prepayment fee).

18.4.4 Subject to any Law, in the event of exercising the right of set-off of the Bank, the Bank may debit the Account with any amount, irrespective of whether or not there was in the Account a Balance Available for Withdrawal. Where there is no Balance Available for Withdrawal, the Bank may debit any other Sub-Account and if any other account is maintained at the Bank on our behalf the Bank may debit any such other account (including any other account maintained at the Bank on our behalf together with others) with the amount required for the purpose of the set-off. The Bank shall notify us of the exercise of the right of set-off within a reasonable time and in accordance with any Law.

#### 18.5 Damages and Costs Following the Exercise of the Bank's Right of Set-Off

Whenever the Bank utilizes its right of set-off for the purpose of repayment of any Existing Indebtedness or any Future Indebtedness as aforesaid, we shall bear at our expense all of the damages and the costs liable to be incurred by us as a result (including our being charged with Prepayment fees following the Future Indebtedness being rendered immediately payable by the Bank). In addition, we shall pay the Bank all of the rest of the expenses, the fees, commissions, charges and payments which are current at the Bank at such time in connection with the exercise by the Bank of its right of set-off as aforesaid. If the Bank exercises its right of set-off as aforesaid by means of any Assets or their countervalue (as the case may be), with respect to which there is an obligation of the Bank towards us which has not yet matured, we shall also bear at our expense all of the damages and the costs liable to be incurred by us as a result of our rights in connection with the Assets or their countervalue (as the case may be) in relation to which the Bank exercised its right of set-off as aforesaid, being liable to be affected (such as: a reduction of the principal amount deposited, the denial of our right to receive interest, linkage differences, exchange rate

differences, bonuses or loans and exemption from or a reduction in income tax or deduction of tax at source).

#### 18.6 Right of the Account Holder[s] to Receive Monies

Our right to receive from the Bank monies, rights or Assets of any kind which are due or which may become due to us from the Bank from time to time, in the Account or in any other account of ours or of any one of us, irrespective of whether any such other account is maintained in our name or in the name of any one of us alone or whether together with others, shall be conditional upon the performance of any Indebtedness of ours to the Bank and subject to the rights of retention, lien and set-off of the Bank, as set forth in this Clause 18 above. The Bank shall be at liberty to decide, at its discretion, to hand over to us monies, rights and Assets before the performance of any of our Indebtedness to the Bank, however the Bank's decision as aforesaid shall in no way impose upon the Bank any obligation to continue doing so in the future, and any such decision shall be deemed a one-off agreement.

18.7 Nothing in the provisions of this Clause 18 above shall derogate from the provisions of Clause 7.1 above and Clause 27 below.

#### 19. Closing the Account or Reducing the Scope of the Services

19.1 In each one of the following instances the Bank may terminate the relationship between us and close the Account or deny us the right to operate the Account to the fullest extent, subject to the restrictions expressly prescribed in the Account Opening Documentation, subject to any Law and subject to Bank of Israel regulations, and subject to giving 45 days' prior written notice, or on a day later than 45 days, as the Bank may determine in the said prior notice:

19.1.1 If the Bank has reasonable cause to decide not to maintain a Current Account for us;

19.1.2 If we do not provide the Bank, in spite of its demand, with documents regarding the nature and substance of our Transactions for the Account, provided that the Bank gives us notice thereof a reasonable time in advance (except if such notice is liable to affect our rights);

19.1.3 If we do not deliver to the Bank any declaration that we are obliged to deliver according to any Law or agreement or if any such declaration is found to be incorrect or if the Bank requires to receive explanations and documents regarding the nature and substance of any Transaction for the Account or the source of funds credited to the Account or regarding the nature of our dealings from which the Transactions for the Account are derived, and we do not provide the requested explanations;

19.1.4 If for the purpose of carrying on our activity from which the Transactions for the Account are derived, special licensing is required and we do not have such licensing;

19.1.5 If there is no Balance Available for Withdrawal in the Account in a material amount, the Account is not active and without transactions having been passed to the Account for a long time.

19.2 In addition to the provisions of Clause 19.1 above, without derogating from the provisions thereof and subject to any Law, the Bank may reduce the scope of the Banking Services which it was agreed that the Bank would provide us with, whether by cancelling or scaling down any of the Areas of Activity or any of the Channels of Service (including restrictions on making deposits for the Account, the use of Cheque Forms or Means of Payment or the execution of transfers of any kind), at its discretion, at any time and for any reason, and that includes in any of the instances set forth in Clauses 19.1.1 – 19.1.5 above and subject to giving 15 days' prior written notice, or on a day later than 15 days, as the Bank may determine in the said prior notice. Notwithstanding the foregoing, the reduction in the scope of the services of the Means of Payment shall be effected subject to giving 45 days' prior written



notice, or on a day later than 45 days, as the Bank may determine in the said prior notice.

- 19.3 Without derogating from the above provisions of this Clause 19, the Bank may close the Account or deny us the right to operate the Account, to the fullest extent or partially, immediately and without any prior notice as aforesaid, in exceptional circumstances justifying same. Without derogating from the generality of the foregoing, the following circumstances, *inter alia*, shall be deemed exceptional circumstances:

19.3.1 If the customer's activity in the Account is liable to cause considerable or unreasonable damage to the Bank;

19.3.2 If the Bank finds that the activity in the Account or the continuation thereof is liable to be used for committing an offence or to cause the Bank to be in breach of a provision of Law.

- 19.4 We may request on our own initiative to close the Account at any time, in which case the Bank shall act to close the Account within 5 Business Days from the day on which it completed the operations required to close the Account and that includes executing the operations as provided and as set forth in Clause 19.5.1 below.

- 19.5 The Bank may make the closing of the Account conditional upon there being no impediment under any Law from doing so and on the execution of the following operations:

19.5.1 Discharge of all of the obligations on account of debit cards issued by the Bank to the customer, should any have been issued;

19.5.2 Settlement of the obligations to third parties which the Bank assumed for the account of the customer;

19.5.3 Receipt of notice from each one of the Account Holders, which shall be given by each one of the Means of Communication, not to use any undrawn Cheque Forms, if there are any in the possession of any of them;

19.5.4 All of the customer's obligations to the Bank are covered;

19.5.5 The signing by the Account Holders, all or some of them, of a document of identification in cases where a reasonable concern arose as to the identity of the party submitting the request to close the Account.

## 20. Prohibited Activity and Information According to Law

- 20.1 In this Clause 20 the terms – “Beneficiary” and “Control” shall have the meaning given to them in the Prohibition on Money Laundering Law, 5760-2000.

- 20.2 As part of the process of opening the Account, the Bank will check our identity and the identity of the Authorized Persons, will require that we make a declaration whether we are acting for ourselves or for others and will record and ascertain the particulars of the identity of the Beneficiaries in the Account and the parties exercising Control over us, if there are any. The Bank will exercise due diligence in the framework of which we will be required to respond to various subjects including relevant provisions of Law and regulation, among which are: The purpose of opening the Account, the nature of our pursuits, our connection to the country and the Branch of the Account, the kind of anticipated activity in the Account and the frequency thereof, the sources of the capital to be deposited in the Account and a description of the activity from which the said capital will be derived (or was derived in the past). Also, the Bank will check whether an application to open and operate an account which we submitted to any other bank was rejected. The Bank may prevent the opening of the Account in cases where it does not receive from us satisfactory explanations. The Bank may require from us, from time to time, additional information on the subjects set forth above as well as about the ownership over us and about the nature of the Account and the activity therein, to characterize the activity to be transacted in the Account from time to time and to check the activity in the Account and the degree to which it conforms to the information which we gave the Bank, all

of which in order to ascertain the degree to which the activity transacted in the Account conforms to the information which the Bank has about us, both with respect to our business profile and the sources of finance. Furthermore, the Bank may require of us documents which authenticate transactions executed by us or information which we gave to the Bank and to require of us to sign documents or declarations to the effect that the monies in the Account have been declared.

- 20.3 Should the Bank have reasonable grounds to assume that there is no conformity between the activity in the Account and the information which we gave to the Bank or that there is a concern as to activity in the Account being prohibited from the point of view of the prohibition on money laundering and the financing of terrorism, from any criminal or other administrative aspect or according to any Law, the Bank may refrain from approving any Transaction for the Account, may require explanations and various documents, including documents testifying to the origin of any amount received and subject to the provisions of Clause 19.1 above, may even close the Account.

- 20.4 All of the particulars notified by us to the Bank when the Account was opened and contained in the Account Opening Documentation, are correct and precise. We shall notify the Bank immediately and in writing of any change in any of the particulars notified by us and which appear in the Account Opening Documentation (including the passport number of the Account Holder or of any of the Authorized Persons or the controlling parties or those connected to any of them), and until notified as aforesaid the change is not binding on the Bank.

- 20.5 We shall provide the Bank with identification particulars as required under any Law including as required under the Cheques Without Cover Law and the Prohibition on Money Laundering Law, 5760-2000. Among other things, we shall present to the Bank and deposit with the Bank a true photocopy of our identification documents. A foreign resident will present an additional identifying document and will deposit a photocopy thereof. Each one of the Authorized Persons will present his identification documents and will deposit a photocopy. A holder of a power of attorney will present, in addition, identification documents of the party granting the power of attorney and will deposit a photocopy thereof. The Bank may require notarial or consular verification and confirmation pursuant to the Implementation of the Hague Convention (Abolishment of Legalization of Foreign Public Documents) Regulations, 5737-1977.

- 20.6 If the identity of a person the number of whose passport has changed has not been proven to the satisfaction of the Bank (and the number of his previous passport served to identify him including as part of the process of opening the Account and including for the purpose of identifying him as the holder of a power of attorney), the Bank may refuse to accept from such person any instruction for the execution of Transactions for the Account or may cancel the Debit Card linked to the Account which was issued for use by such person.

## 21. Transfer of Rights and Obligations

We may not endorse, transfer, assign or charge to any third party any of our rights and obligations pursuant to the Account Opening Documentation or pursuant to the Further Conditions (including our rights in connection with deposits or any other assets), without obtaining the prior written consent of the Bank.

## 22. Communication of Information and the Use Thereof

Information that the Bank has requested or may request of us from time to time as set forth in any of the Account Opening Documentation and the Further Conditions, and communicated by us to the Bank may also become part of information that the Bank may receive from others. The conditions which shall apply, subject to any Law, with

regard to any such information and the use thereof are as follows:

- 22.1 Unless otherwise specified in any of the Account Opening Documentation and in the Further Conditions, including in connection with technological services that are or will be made available by the Bank, we are not obliged by Law to communicate information which may be requested of us and the communication of information is dependent on our willingness and consent. By the same token, if the full particulars requested, which are required for the purposes specified below, are not received, it is possible that the Bank will not provide us with services. Apart from the information set forth in Clause 20 above, there may be additional particulars which we may be obliged to communicate, or which the Bank is obliged to receive, pursuant to the provisions of Law or Bank of Israel regulations. The aforesaid and the following constitute notice by the Bank in accordance with Section 11 of the Protection of Privacy Law, 5741-1981.
- 22.2 Together with the information about us that is received from us, information will also be collected in the course of the provision of the services to which we are a party and in addition information will be received from third parties such as authorities, licence holders under the Credit Data Service Law, 5762-2002, external data pools and overt sources.
- 22.3 All the particulars which we have communicated and/or which we may communicate and/or which the Bank may have (including information about our other accounts with the Bank) may be stored in data pools of the Bank or of parties acting on its behalf or of parties that may supply the Bank from time to time with computer services or data processing services or information security services or any other service for the purpose of providing Banking Services or for the purpose of maintaining the Account or for the purpose of maintaining a relationship between ourselves and the Bank.
- 22.4 The Bank may process, use and characterize the information communicated by us and information about our activities, including through any one acting on its behalf. The products of the information processed by the Bank may serve in order to offer us various products or services that the Bank estimates that we may need or be interested in, from time to time, and as specified below.
- 22.5 The Bank is aided by software and additional technological tools (hereinafter: **"Technological Collection Tools"**), as the Bank sees fit from time to time, for the current operation of the Banking Services, for the verification of customers' particulars, and in order to collect and characterize various statistical data about us and about the way in which the Banking Services are used, the operations carried out with them and through them, preferences of use, adapting services and products or personal needs of customers, adjusting and focussing publicity and marketing content in accordance with the information and data collected and processed as aforesaid, and including crosschecking all such data against other uses by us of Banking Services and other platforms supplied by or through the Bank including connecting between data collected by the Bank and data on platforms of third parties, in accordance with the conditions of use of the third parties and in accordance with Law), irrespective of whether by direct operations *vis à vis* the Bank at the branches, in the course of operating our account *vis à vis* on line and other digital operations through sites or additional applications of the Bank.
- 22.6 The Bank employs technological tools and statistical services and the publicity of third party companies, in accordance with the conditions of use and privacy of such third parties, as set forth in the privacy policy of the Bank or in the terms of use of the product or the service.
- 22.7 The Bank employs from time to time the use of Technological Collection Tools, including cookie files and SDK files that collect the relevant information, including when using the website and applications of the Bank and that includes with respect to any IP address, domain name and point of access, location of the tool, time of login and other digital parameters as well as additional relevant details pertaining to the length of time spent on the site or a particular page, the manner of surfing and the operations when surfing – these are required by the Bank, *inter alia*, for the purpose of implementing processes of information security and information protection, prevention of fraud, false pretences, unauthorised use or other misuses of the various Banking Services.
- 22.8 Private definitions and preferences can be changed with regard to the way in which information is shared in the menu of definitions of the tool of which use is being made and to block in the menu of definitions of the terminal equipment comprehensively or partially the use of Technological Collection Tools and in other authorizations which are suggested by the online and digital services being used by us. In addition, the communication and disclosure of the information can be managed by third parties in accordance with their conditions of use. The same also applies to the exposure of information to us when using the tools of third parties (in accordance with the conditions of use of the third party and the limitations of technology).
- 22.9 The Bank may make use of the described technologies and other or alternative technologies as may be in use at the Bank from time to time, for similar purposes, including the use of information stored by them for the purpose of identification and characterization according to them. The Bank may collect and rely upon the services of third parties.
- 22.10 In the course of using Banking Services there are liable to appear links to extraneous pages, they will appear as banners to be clicked on or as advertising in any other way in accordance with the latest technology which the Bank may use. Activating the links as aforesaid is subject to the conditions of use and the protection of privacy policy of the sites or the services to which the link refers. The Bank has no control over or involvement in the conditions of use and the conditions of privacy of the sites or the services as aforesaid or over the way they operate and the risks pertaining to the use thereof. It is recommended to read carefully the conditions of use and privacy of such sites and services before beginning to use them.
- 22.11 Location Services  
When a location based service is active in [the] End –User Equipment, the Bank is likely to be assisted by this location. The location of the terminal equipment is likely to come from GPS signals and from Wi-Fi access points and cellular antenna all of which irrespective of whether the various applications of the Bank are turned on or off. It is possible to manage the location authorizations by means of the menu of definitions in the terminal equipment.
- 22.12 When the notifications service is active in the End - User Equipment, the Bank will be able to send various notifications in connection with activity in applications of the Bank and other updates and also in order to offer various products or services, according to analyses of information carried out by the Bank as provided in this Application, in the Further Conditions and in accordance with Law. It is possible to manage the notifications service by changing the definitions in the End - User Equipment.
- 22.13 The Bank may send us from time to time notices and updates and apply to us according to Law so that we receive advertising mail, and that we be offered offers, benefits, special deals, reviews and surveys, generally or tailor made, by E-mail, sms, telephone, fax or by any other means, the foregoing based on particulars and information about us in the possession of the Bank.
- 22.14 As part of the use as aforesaid, the Bank may use

- the information collected from all of the activity in all of our accounts with the Bank.
- 22.15 In the framework of its current operations, the Bank may collect, process and use the information about us, *inter alia*, for the following purposes:
- 22.15.1 The current operations of the Bank.
- 22.15.2 Checking requests for receiving services and decision making in connection with the services, their scope and the manner in which they are given.
- 22.15.3 Credit risk management, including analysis and rating of credit risk and also the management of other risks, such as fraud detection and prevention or preventing the misuse of services, monitoring lawful operations, including under foreign law and the like.
- 22.15.4 Improving the service to customers of the Bank also including the development of new products and services and offering them to customers of the Bank.
- 22.15.5 Analysis of the information, segmentation, characterization of the habits of using the services and consumption habits, and focusing on advertising information.
- 22.15.6 Marketing and advertising by various means, according to Law.
- 22.16 The Bank will, on a current basis or from time to time, pass on information about us as may be required in order to realize the goals of the uses of the aforesaid information, the foregoing to any bodies in or outside Israel, who are amongst the following:
- 22.16.1 To third parties that provide services to the Bank, also to include computer, operational and communication services, for the purpose of receiving the services (hereinafter: **"the Service Providers"**).
- 22.16.2 To anyone who by Law, including any foreign law and Bank of Israel regulations, the Bank is obliged to communicate the information.
- 22.16.3 To systems for clearing means of payment, financial assets and information.
- 22.16.4 To counterparties for transactions or dealings, irrespective of whether they are an intermediate party or an ultimate party.
- 22.16.5 To a new or other corporation, if the Bank or any other company of the Bank group organizes its activity in another corporate framework and also if it merges with another body or merges its activity with the activity of a third party.
- 22.16.6 To assignee bodies – in the event of an assignment or charge being made by the Bank or for the purpose of executing an assignment or a charge as aforesaid.
- 22.16.7 Furthermore, the Bank shall give, with respect to foreign securities, any information which it is obliged to give according to any foreign law to any authority in charge under such foreign law.
- 22.17 The Service Providers may hold the information, store same and make use of it for the purpose of the provision of the services by them.
- 22.18 In addition to the above provisions the Bank may pass on information about us to third parties as set forth in this Application and in any other event where the Bank is required to pass on [information], including the transfer of information beyond the borders of Israel, and *inter alia*, in any one of the following instances:
- 22.18.1 With our consent or according to the provisions of any Law;
- 22.18.2 In the framework of its activity *vis à vis* third parties in order to complete the operations requested by us or when required for the purpose of putting into effect the services and administering our accounts; in this framework the Bank is likely to be required to communicate information to any other party as well that is involved in payment services, including other banks, credit card companies and other producers of means of payment, clearers, consolidators and suppliers of payment services, and beneficiaries of payments.
- 22.18.3 As part of the outsourcing of the Bank's activity and the receipt of services from various suppliers, including and without exclusion, sub- contracted suppliers, cloud computing and data processing.
- 22.18.4 In the framework of its activity *vis à vis* business related companies, for the declared purposes of use, permitted by any Law for the supply of services, and that also includes for the purpose of managing the risk of the Bank group.
- 23. Notices on Behalf of the Bank**
- 23.1 In this Clause 23 below: a **"Notice"**, including any warning, and dispatch or delivery in any other way of any of the Account Opening Documentation or the Further Conditions and of notices, agreements, undertakings and other documents in connection with the Account.
- 23.2 The address of the Account shall be as specified by us when opening the Account, in the Account Opening Documentation or, subject to the Bank's approval, as may be changed in accordance with notice to be delivered to the Bank from time to time by the Account Holders according to any Law.
- The Bank may send to us to the address of the Account as aforesaid, any Notice howsoever connected to the Account, including any warning and Notice pursuant to the Cheques Without Cover Law, or pursuant to the Credit Data Service Law, 5762-2002 as well as legal process (the foregoing in no way derogating from the right of the Bank to send us any Notice in any other way permitted by Law.
- 23.3 Sending or delivering legal process by messenger or by registered mail to the address of the Account will constitute service of legal process for all intents and purposes for the purpose of Israeli courts of law and any other competent judicial authority, including service of legal process outside the jurisdiction pursuant to the Rules of Civil Procedure, 5744-1984.
- 23.4 The Bank will send us Notices howsoever connected to the Account or the operation thereof only in as much as they are required in accordance with Law and Bank of Israel regulations or by express written arrangement between the Bank and ourselves.
- 23.5 Any Notice sent to us by the Bank by ordinary mail or by registered mail to the address of the Account shall be deemed to have been received by us 72 hours after the time of its dispatch by the Bank by ordinary mail or after the time of delivery of the Notice by the Bank for dispatch by registered mail (unless there is presented a signed confirmation of the body qualified by Law to provide postal services, according to which the time of receipt of the Notice was otherwise). Any Notice duly published by the Bank or delivered to us by personal delivery, shall be deemed to have been received by us at the time of publication or when delivered to us, as the case may be.
- 23.6 Written confirmation by the Bank or anyone on its behalf as to the dispatch of any Notice and as to the time of the dispatch, shall serve as admissible evidence as to such dispatch having been effected by the Bank and the time thereof, all as stated in the confirmation.
- 23.7 If we request the Bank to send us any Notices and documents with reference to the Account only by means of electronic mail or by display in our account on the website of the Bank, such dispatch shall be deemed delivered to the address of the Account. Such Notices and documents shall include, *inter alia*, agreements, undertakings, instructions, and confirmations as to the execution of transactions even if all of the foregoing were drawn up in our presence as well as reports on the state of the Account and periodic reports, information and documents tendered by operation of Law or in accordance with Bank of Israel



regulations. Such Notices and documents will not include types of Notices and documents which by operation of Law or in accordance with Bank of Israel regulations cannot be sent by such means or are required to be sent by other means as well.

## 24. Notices on Behalf of the Account Holder

24.1 We shall give the Bank notice in writing of any complaint or objection which we may have, if at all, in connection with the Account and we shall give the Bank any other notice which we are obliged to give to the Bank by operation of Law or pursuant to any agreement, including pursuant to any of the Account Opening Documentation or pursuant to the Further Conditions.

24.2 Any communication or notice from us or any one on our behalf to the Bank:

24.2.1 On miscellaneous matters relative to the Account or the operation thereof (other than as specified in Clause 24.2.2 below) - shall be addressed to the Branch of the Account or to any other address agreed upon between ourselves and the Bank in writing.

24.2.2 On the subject of securities – shall be addressed to the counselling center to which the Branch of the Account shall refer us.

24.3 We shall be free to refer any complaint we may have against the Bank to the management of the Bank or to and the name or number of the Branch of the Account to which the complaint refers.

24.4 The provisions of this Clause 24 above shall apply in so far as no other provisions have been prescribed by Law or in the Account Opening Documentation or in the Further Conditions with respect to giving notices to the Bank.

## 25. The Books of the Bank as Evidence

25.1 The Books of the Bank and its accounts shall serve as admissible evidence for proving the truthfulness of their content. Copies from the Books of the Bank or any excerpt thereof or of the last page of the Books of the Bank, when certified thereon or in a separate document by an officer of the Bank, shall serve as admissible evidence for proving the truthfulness of their content and of the correctness of all of the particulars stated therein.

25.2 We will check every Account Record and we will deliver to the Bank in writing our comments thereto, if we have any, within 60 (sixty) days of the date of dispatch of each Account Record by the Bank or of the date of delivery thereof to us or to any one on our behalf, whichever is the earlier. We will deliver our comments as aforesaid to the Branch of the Account or elsewhere as may be agreed upon in the Account Opening Documentation or in the Further Conditions.

25.3 The Bank may rectify the record of any transaction erroneously entered in the Account or was entered with an incorrect amount or with the wrong time and rectify the record with respect to any transaction which was not entered by mistake. Whenever the Bank rectifies any erroneous entry as aforesaid, then, subject to any Law, the Bank is obliged to notify us of the erroneous entry and of its rectification as aforesaid.

## 26. Change, Waiver and Compromise

26.1 Subject to any Law, the Bank may from time to time make changes in the terms and conditions of this Application and in the terms and conditions of the documents which we have entered into with the Bank, which include general conditions pertaining to the Areas of Activity or the Channels of Service or add to them terms and conditions or provisions after sending to us prior written notice thereof of at least 30 (thirty) days, and the change or the provision which was added, as the case may be, shall be binding upon us only after such 30 (thirty) days have elapsed.

26.2 Any waiver, extension, concession, acquiescence or forbearance (hereinafter in this Clause 26: "**waiver**") on the part of one of the parties as to the non-performance or partial or incorrect performance of any of the

obligations of the other party pursuant to the Account Opening Documentation or pursuant to the Further Conditions, shall not be treated as a waiver on the part of such party of any right but as a limited consent given in respect of the specific instance.

26.3 Any waiver granted by the Bank to any of our guarantors (including any person who has pledged property as security for any Indebtedness) or to any party to any Bill held by the Bank or to any other party relevant to any collateral security given or which may be given in favour of the Bank as security for the payment of any Indebtedness (each one of them to be called hereinafter in this clause: "**the Relevant Party**"), shall in no manner or way affect any of our Indebtedness or the Indebtedness of any third party with the exception of the Relevant Party.

26.4 Any change in our Indebtedness to the Bank, including any waiver or compromise, requires receipt of the prior written consent of the Bank.

26.5 Without derogating from the foregoing, if the Bank acts otherwise than in accordance with the provisions of the Account Opening Documentation or of the Further Conditions, it shall not be viewed as amending or changing any of them in that context. The Bank shall not be bound to act in a similar fashion in the future.

## 27. Deduction of Fees and Other Debits from Funds Transferred in the Framework of Executing a Payment Transaction to the Credit of the Account

It is hereby agreed and clarified that notwithstanding the provisions of Section 14(a) of the Payment Services Law, the Bank may deduct any debt, obligation, expense, cost or fee owed or which may be owed by us or any one or more of us to the Bank, including under the terms of the Account Opening Documentation and the Further Conditions, from any moneys owed or which may be owed to us, as beneficiaries under the Account, by the Bank, at any time and from time to time including on the strength of any instruction to transfer any moneys given by any third party on our behalf, whether by ourselves or together with others.

## 28. Waiver by a Business of Various Defences on the Strength of the Payment Services Law

28.1 Definitions – in this Clause:

28.1.1 "**Financial Statements**" – any periodic financial statements, prepared in the form prescribed by any Law and in accordance with generally accepted accounting principles which we are obliged or may be obliged to prepare under any Law.

28.1.2 "**Customer**" – as this term is defined in the Payment Services Law.

28.1.3 "**Annual Turnover of Sales**" – The sum of the proceeds from any source or of any kind received by us in the previous financial year, in accordance with our annual Financial Statement prepared for that year, and if no annual Financial Statement was prepared as aforesaid, the Annual Turnover of Sales as aforesaid shall be determined in accordance with usual and accepted procedures and practices or as may be usual and accepted from time to time and at any time by the Bank.

28.1.4 "**Business**" – A business the Annual Turnover of Sales of which exceeds 30 million New Israeli Shekels or some other higher amount prescribed by the Minister of Finance.

28.2 Notwithstanding anything contained herein, in as much as we are a Business, there shall not apply with respect to us, and we shall not be entitled in connection with the Account, to the defences and to the rights conferred upon the Customer pursuant to the provisions of Sections 14(a), 14(b), 19 and Chapter VI of the Payment Services Law, as well as pursuant to the clauses contained herein which stem from the aforesaid provisions.

28.3 **In accordance with the above provisions, in as much as we are a Business within the meaning thereof in this clause above, we will have no defence pursuant to the provisions of the following sections of the**

Payment Services Law, the foregoing notwithstanding that it may be that we could have availed ourselves of them but for the waiver mentioned above:

- 28.3.1 Section 14 (a) of the Payment Services Law, which states that a payment services provider shall transfer in full the moneys with respect to which a Payment Instruction was given and shall not deduct therefrom any fee or any other obligation;
- 28.3.2 Section 14(b) of the Payment Services Law which states that in case of stipulation against the provision of sub-clause (a) the payment services provider shall specify to the beneficiary the sum of money being transferred in favour of the beneficiary and the sums that he deducts therefrom;
- 28.3.3 Section 19 of the Payment Services Law, which defines the responsibility borne by the payment services provider towards the Customer when executing a Payment Transaction and states, *inter alia*, that:
  - 28.3.3.1 The responsibility of the payment services provider to the payor towards the payor to execute the Payment Instruction exactly until the moneys being transferred are received in the framework of the Payment Instruction by the payment services provider to the beneficiary;
  - 28.3.3.2 The responsibility of the payment services provider to the beneficiary towards the beneficiary, upon receipt of the moneys as aforesaid, to execute the transfer of the moneys to the latter exactly;
  - 28.3.3.3 The responsibility of the payment services provider to the beneficiary towards the beneficiary to transmit the Payment Instruction exactly to the payment services provider to the payor in the event that the payor gave a Payment Instruction through the beneficiary or in the event that the beneficiary demanded that the Payment Transaction be executed on the strength of an authorization to deduct on the demand of the beneficiary;
  - 28.3.3.4 The responsibility of the payment services provider towards a Customer with respect to a defect in in the execution of a Payment Transaction – the investigation and correction thereof;
  - 28.3.3.5 The responsibility of the payment services provider towards a Customer for compensation or indemnity on account of any damage or expense incurred by the Customer due to any defect as aforesaid;
- 28.3.4 Section 24 of the Payment Services Law, which restricts the liability of the Customer in the event of the theft or loss of an Essential Component in a Means of Payment, as defined in the Payment Services Law, or in the event of Misuse of a Means of Payment, the foregoing on the conditions set forth in the Payment Services Law, up to the sum of NIS 450 or the sum of the Payment Transactions actually carried out in the course of the Misuse, whichever is less;
- 28.3.5 Section 25 of the Payment Services Law, which restricts the liability of the Customer with respect to the Misuse of a Means of Payment during the period of the freeze of the Means of Payment, or after the payment services contract comes to an end or the return of the Means of Payment to the payment services provider;
- 28.3.6 Section 26 of the Payment Services Law, which places conditions upon the restriction

of liability on account of the Misuse of a Means of Payment in the event that the Customer acted fraudulently;

- 28.3.7 Section 27 of the Payment Services Law, which instructs the payment services provider to the payor to return to the Customer sums which the former was charged due to the Misuse of a Means of Payment, in excess of the amounts established under the restriction of liability;
- 28.3.8 Section 28 of the Payment Services Law, which instructs the payment services provider to the payor to return to the Customer the difference between the amount the Customer was charged for a Payment Transaction effected on an instruction given through the beneficiary and the amount which the Customer gave notice that it was obliged to pay, in the event of an unauthorized increase in the amount charged;
- 28.3.9 Section 29 of the Payment Services Law, which instructs a payment services provider to the payor to return to the Customer a charged amount or difference between the unauthorized amount charged and the amount that the Customer owes, in the event that the Customer was charged for a Payment Transaction under a missing document and after the Customer gives notice that it was not he that performed the Payment Transaction or that the chargeable amount was increased without the Customer's authorization;
- 28.3.10 Section 30 of the Payment Services Law, which states that the Customer's exemption from or restriction of liability due to Misuse of a Means of Payment, shall not be contingent upon the delivery of particulars to the payment services provider as to the circumstances of the theft or loss of an Essential Component of a Means of Payment as defined in the Payment Services Law or in the event of Misuse of a Means of Payment by someone not entitled to do so;
- 28.3.11 Section 31 of the Payment Services Law, which states that the Customer shall not be liable for any Misuse of a Means of Payment except for the liability set forth in Chapter VI of the Payment Services Law;
- 28.3.12 Section 32 of the Payment Services Law, which states that a payment services provider may not charge the Customer/the beneficiary on account of any amount that was returned to the Customer/the payor pursuant to Section 27 of the Payment Services Law or on account of other expenses incurred by him on account thereof, the foregoing on the fulfilment of one of the conditions enumerated in the Section. The Section states further that in the event that the payment services provider to the beneficiary charges the Customer/the beneficiary on account of any amount returned to the Customer/the payor pursuant to Section 27 of the Payment Services Law or on account of other expenses incurred by the payment services provider to the beneficiary on account thereof, the charge shall not be effected by way of setting off moneys to which the Customer/the beneficiary is entitled unless with the written consent of the beneficiary.

## 29. Interest on Balances in Current Account

- 29.1 We shall discharge any debit balance which may be created in Current Account immediately it is created, unless a Facility in Current Account is allocated to us in that Current Account and in accordance with its terms.
- 29.2 In the absence of a Facility in Current Account in any Current Account, the debit balance in that Current Account shall bear Interest at the Maximum Rate for the period from the date on which the debit balance was

incurred and until the date of payment in full of the debit balance and the interest accrued thereon (hereinafter: **"Interest on Debit Balances in Current Account Without a Facility"**). We shall pay the Bank immediately the Interest on Debit Balances in Current Account Without a Facility.

29.3 The daily Interest on Debit Balances in Current Account Without a Facility should be calculated by multiplying the daily debit balance in the Current Account by the annual rate of the Interest on the Debit Balances in Current Account Without a Facility divided by:

29.3.1 In Current Account in Israeli currency – the full number of days in the relevant year (365 or 366, as the case may be);

29.3.2 In Current account in Foreign Currency – by 360.

29.4 The Interest on Debit Balances in Current Account Without a Facility shall be compound interest as calculated by the Bank. Such interest shall be charged to the Current Account, at the end of one of the following periods, at the option of the Bank from time to time and at its discretion:

29.4.1 At the end of every period of one month on the first day of the following month; or –

29.4.2 At the end of every period of one Quarter on the first day of the following Quarter; or –

29.4.3 At the end of any other period as may be current at the Bank from time to time.

29.5 The first and last periods for which Interest on Debit Balances in Current Account Without a Facility will be charged to the Current Account, as provided above, may be shorter than the rest of the periods for which interest as aforesaid will be charged to the Current Account as aforesaid.

29.6 The Bank may at any time change the rate of Interest on Debit Balances in Current Account Without a Facility or any of its components or the dates for charging same or the method of calculating same, for any reason and subject to any Law and Bank of Israel regulations, subject to individual agreements between the Bank and the Customers, if there are any, preserving the rate of interest.

29.7 Whenever the Interest on Debit Balances in Current Account Without a Facility to be calculated by the Bank for any period shall be at a negative rate, no payment shall be made to us on account of any of the amounts of the debit balance with respect to which Interest on Debit Balances in Current Account Without a Facility was calculated at a negative rate as aforesaid.

29.8 Whenever the interest on any credit balance in Current Account to be calculated by the Bank for any period shall be at a negative rate, and if the Bank decides to charge its customers as a whole or certain categories of its customers, with interest on any of the amounts of the credit balance with respect to which interest at a negative rate was calculated as aforesaid, the Bank may also charge us with such interest, at the rate at which its customers as a whole or the relevant categories of customers are charged.

### 30. Payment of Indebtedness and Debiting Accounts

30.1 We shall pay the Bank any Indebtedness for which an agreed date of payment has been fixed on the agreed date of payment as aforesaid. Any Indebtedness for which an agreed date of payment has not been fixed, shall be paid by us upon the Bank's first written demand, coupled with Interest at the Maximum Rate, commencing from the date of the demand or, if a later date of payment is specified in the Bank's demand, commencing from the date specified in the demand, and up to the actual date of payment.

30.2 Whenever we do not pay any amount on the agreed

date of payment thereof, or on the date we were required to pay same as provided in this clause above, in as much as we were required to do so, the Bank may debit the Account with the amount not paid by us as aforesaid, and post any amount it may receive from

us or for us to the credit of such account as the Bank sees fit and transfer any amount standing to the credit of such account as we instructed the Bank at the time of payment or in the absence of any such instruction to credit such account as the Bank deems fit and to transfer any amount standing to our credit to any account as aforesaid.

30.3 Whenever the Bank is entitled to debit the Account with any amount, the Bank may do so, subject to any Law, regardless of whether the Account shows a credit balance or a debit balance or would show a debit balance as a result of the Account being debited with the aforesaid amount. In the event that there is no Balance Available for Withdrawal, the Bank may debit any other Sub-Account and if we maintain any other account with the Bank, the Bank may debit any account of ours with the Bank with the required amount.

Furthermore, the Bank may purchase any amount in Foreign Currency that may be required to discharge any Indebtedness denominated in any Foreign Currency, or sell any Foreign Currency available to us at the Bank, and apply the proceeds of the sale towards the discharge of any Indebtedness denominated in Israeli currency, or for the purchase of any other Foreign Currency which may be required for the discharge of any Indebtedness, all at the discretion of the Bank. Any such sale or purchase of Foreign Currency shall be made at the Bank's Customary Buying Rate or at the Bank's Customary Selling Rate (as the case may be), which is known at the time it is sold or bought. We hereby give the Bank in advance irrevocable authorization to act as provided above in this clause.

### 31. Appropriation of Payments

31.1 In this clause the terms "Linkage Differences", "Exchange Rate Differences" and "the Agreed Repayment Date", as the case may be, shall have the meaning given to them in the Account Opening Documentation or in the relevant Further Conditions, and the term "Prepayment" means the repayment of any Indebtedness, in whole or in part, as the case may be, prior to the original date fixed for the repayment thereof in the framework of the Account Opening Documentation or the relevant Further Conditions (and that includes due to rendering such Indebtedness immediately repayable).

31.2 Subject to any Law, on the date of payment of any amount payable to the Bank for the discharge of any of our Indebtedness to the Bank (hereinafter in this clause: **"the Amount Paid"**) and whenever we do not notify the Bank against which of our Indebtedness as aforesaid the Bank is to appropriate the respective Amount Paid, the Bank may determine, at its discretion, against which of our Indebtedness to the Bank, in whole or in part, the Amount Paid is to be appropriated, as aforesaid, in whole or in part.

31.3 Without derogating from the provisions of this clause above and in addition thereto, the Amount Paid to be applied to the repayment of any Indebtedness (hereinafter in this clause: **"the Credited Indebtedness"**) shall be appropriated to the repayment of the Credited Indebtedness, in the following order of appropriation:

31.3.1 Firstly, subject to the provisions of Clause 15.1.5 above, with respect to payment of expenses in relation to legal proceedings, to the discharge of any amount in connection with the costs and expenses of the Bank in connection with the collection of the Credited Indebtedness, which includes: The costs and expenses of any Appointee, and his remuneration, as may be determined by the Bank or by the court or by the execution office, as the case may be, if there are any;

31.3.2 Thereafter, to the discharge of all of the amounts of the component of interest on account of arrears on account of any amount out of the Credited Indebtedness which was



not repaid on the Agreed Repayment Date, the Linkage Differences or the Exchange Rate Differences, as the case may be, on account thereof, if there are any;

31.3.3 Thereafter, to the discharge of any amount in connection with the Bank's fees including fees for the Prepayment of any of the Credited Indebtedness;

31.3.4 Thereafter, to the discharge of the rest of the amounts in connection with the Credited Indebtedness, the Linkage Differences and the Exchange Rate Differences, as the case may be, on account thereof, if there are any;

31.3.5 Thereafter, to the discharge of any other payment not specified in this clause above or below, and which we have undertaken or may undertake towards the Bank on account of or in connection with the Credited Indebtedness pursuant to the Account Opening Documentation, pursuant to the Further Conditions or under any Law;

31.3.6 Lastly, to the discharge of the Principal Amounts of the Credited Indebtedness (which do not form part of the amounts of the Credited Indebtedness which were not repaid on their agreed repayment date), the Linkage Differences or the Exchange Rate Differences, as the case may be, on account thereof, if there are any.

31.3.7 Nothing contained in this clause above operates to detract from the provisions of Clause 7 above.

## 32.1 32. Tax Obligations Definitions

In this clause the following terms shall have the meaning as set out next to them:

32.1.1 **"Tax"** – all of the taxes, levies, the fees and other compulsory payments, of any kind or category, including on account of income, capital gain, or profits, value added tax, deductions and deductions at source which are by their nature or are payable on account of taxes, levies, fees and compulsory payments as aforesaid (including stamp tax to the extent applicable), in connection with any of the Account Opening Documentation or the Further Conditions, and in connection with any transaction which may be executed in accordance with or subject to them, and the term "taxation" shall be construed accordingly.

32.1.2 **"the Deductible Amount"** – any amount deductible on account of Tax.

32.1.3 **"the Deduction Confirmations"** – all of the receipts, the confirmations or other proofs that may be required by the Bank, in connection with the payment of the Deductible Amount to the relevant tax authority and which shall be to its complete satisfaction.

32.2 Any Tax that is payable in connection with the transactions and the operations pursuant to the Account Opening Documentation or pursuant to the Further Conditions (except for income tax to the tax authorities in Israel, on the income of the Bank from interest, fees, commissions and charges which we are obliged to pay the Bank pursuant to the Account Opening Documentation or pursuant to the Further Conditions), shall be borne by us alone and shall be paid by us. The Bank may debit the Account with any Tax that is required to be deducted at source and remit same to the relevant tax authorities, unless we furnish the Bank in advance and to its satisfaction, an appropriate confirmation from the competent tax authorities as to exemption from deduction of Tax at source or the reduction thereof.

32.3 All payments that are payable by us to the Bank pursuant to the Account Opening Documentation or pursuant to the Further Conditions, or stemming therefrom, shall be paid to the Bank free and clear of any Tax and deduction, without set-off or counter-claim and without any deduction in respect of or on account of any set-off or counter-claim.

32.4 Any payment which is due to the Bank pursuant to the Account Opening Documentation and the Further Conditions (hereinafter: **"the Agreed Amount"**) which by Law we may be required to deduct therefrom the relevant Deductible Amount, shall be paid by us to the Bank in a grossed up amount, so that after the deduction of the Deductible Amount as aforesaid, there shall be received by the Bank, on the due date for payment as aforesaid, a net sum equal to the Agreed Amount (hereinafter: **"the Full Amount"**). We shall indemnify the Bank for any loss or cost actually incurred by the Bank by reason of any failure or breach on our part in deducting the Deductible Amount or by reason of the Full Amount not being paid. We shall pay to the relevant tax authority in full the Deductible Amount, within the period of time specified therefor according to applicable Law and we shall promptly deliver to the Bank the Deduction Confirmations. If following payment of the Deductible Amount by us to the relevant tax authority, the Bank actually receives a refund of Tax or a Tax credit, then, subject to furnishing the Bank with the Deduction Confirmations, the Bank shall pay us the amount of the refund or the credit that it has received as aforesaid, up to the Deductible Amount paid by us to the tax authority as aforesaid. Nothing aforesaid operates so as to prevent the Bank from conducting its tax affairs at its discretion.

32.5 Without derogating from the rest of the provisions of the Account Opening Documentation and the Further Conditions, the execution of Transactions for the Account is conditional upon the Bank having determined at its discretion, that their execution meets the requirements of the Law and the directives issued by the competent authorities and that of all of the provisions of Law have been fulfilled in so far as imposed upon the Bank. Nothing aforesaid operates so as to impose any duty on the Bank to act as aforesaid, or to impose any liability upon it with respect to any such Transaction or liability for not having acted as aforesaid.

32.6 We shall furnish the Bank, immediately upon its first demand, with any information, document or exemption (and that includes any confirmation of the rate of deduction at source or exemption therefrom) as may be required in connection with the provisions of this clause above, and including documents connected with foreign law which may be required by the Bank, and we shall update the Bank as to any change that occurs from time to time in our tax status, and that includes in the countries of our citizenship or residency for tax purposes.

32.7 In order to implement the provisions of this clause, the Bank may debit any account of ours with the Bank.

32.8 Nothing contained in this clause above operates to detract from the provisions of Clause 27 above.

## 33. General

33.1 Clause headings in the Account Opening Documentation and in the Further Conditions are inserted for ease of reference only and shall be ignored for the purpose of their interpretation.

33.2 In the Account Opening Documentation and in the Further Conditions – the masculine gender includes the feminine gender and vice versa. The plural includes the singular and vice versa.

33.3 The provisions of the "Letter of General Conditions for Receiving Credit", in connection with securities and collaterals, shall apply to the Account, even if we have not chosen to act in any Area of Activity with respect to Credit.

33.4 Whenever the Bank may do something pursuant to the Account Opening Documentation or pursuant to the Further Conditions – it is under no duty to do so.

33.5 Whenever the Bank may take any action pursuant to the Account Opening Documentation or pursuant to the Further Conditions without any advance notice – the right of the Bank as aforesaid shall be subject to the provisions of any Law that may not be stipulated against.

33.6

- 33.7 Unless otherwise expressly provided and subject to the provisions of any Law, all of the instructions and the authorizations which we have given and which we may give to the Bank to debit our account, pursuant to the Account Opening Documentation and pursuant to the Additional Conditions, are irrevocable, and may not be changed or cancelled without the prior written consent of the Bank. The instructions and the authorizations as aforesaid are binding upon us and all of our successors, since the rights of the Bank are dependent thereon.
- 33.8 Subject to the provisions of Clause 7 above, the delivery of any Specific Application by us to the Bank in no way obliges the Bank to provide us with the respective Banking Service and it shall be at the Bank's discretion whether to comply, in whole or in part, with any Specific Application or to reject it, without being obliged to assign any reason for its decision.
- 33.9 The Bank may determine from time to time what will be the Business Days or the Business Days in Foreign Currency which will apply in relation to any matter connected to any of the Banking Services, Areas of Activity or Channels of Service. Among other things, the Bank may prescribe conditions in connection with business days overseas, trading days in or outside Israel, days and times when markets or stock exchanges in Israel and around the world are in operation, days and times when commercial banks and foreign currency markets in the currency or currencies of the transaction clear payments and are open for business (including for swap transactions in Foreign Currency and making deposits in Foreign Currency), times when various rates or indexes are published in Israel and around the world, distribution of information in publications of the relevant financial information service screens and maintaining interbank activity in and outside Israel including but not only maintaining interbank activity between the Bank and foreign banks. Furthermore, the Bank may determine the latest time before the end of the Business Day for receiving from its customers instructions for the execution of Transactions for the Account, which will be recorded for the Account on that Business Day and the Bank may also determine the time when the Business Day commences and the time when it ends even if not in accordance with the time when the Banking Business Day in Israel commences or ends, and its determination can be different for different days, branches, departments, Areas of Activity or Channels of Service, all subject to any Law and Bank of Israel regulations.
- 33.10 The Bank's determination regarding Business Days as aforesaid can be made within the framework of any of the Account Opening Documentation, in the Further Conditions or on the Board of the Branch, on the website of the Bank or in any other way as may be determined by the Bank.
- 33.11 The Bank may change the number of the Account or transfer the balance thereof, whether in credit or in debit, to another account to be maintained for us (including at another branch) in any instance where in its opinion such a change is required or desirable for clerical, administrative or technical reasons and the Bank will duly notify us of any such change. Also in the process of opening the Account and before it becomes operative, the Bank may, as aforesaid, change the number of the Account and allocate another number for it. The validity of the Account Opening Documentation and any of the Further Conditions shall not be affected, if for any reason the Account is transferred from the Branch of the Account to another branch or if the Bank changes the number of the Account.
- 33.12 If our name is changed, or – if we are a legal entity or a legal body, incorporated or unincorporated – if any Structural Change occurs with respect to us, or if any change occurs in our composition or in the ownership of the Account, then our liability pursuant to the Account Opening Documentation and pursuant to the Further Conditions shall not be affected by reason thereof.
- 33.13 Any matter concerning the Account, the operation thereof and the terms and conditions thereof or arising therefrom directly or indirectly shall be governed by the Laws of the State of Israel.
- 33.14 The exclusive place of jurisdiction in any proceeding relative to the Account or to the Account Opening Documentation or to the Further Conditions, is in the competent court of law nearest to where the place of the Branch of the Account is situated.
- 33.15 Relationship Between Documents
- 33.15.1 The Account Opening Documentation and the Specific Applications shall complement one another and shall be construed as being in addition to each other. If any conflict or discrepancy comes to light between the provisions contained in these documents, in any of the matters dealt with in the relevant Specific Application, and unless otherwise expressly provided, the terms of the relevant Specific Application, as agreed upon between ourselves and the Bank, shall prevail.
- 33.15.2 The documents comprising the Account Opening Documentation shall complement one another and shall be construed as being in addition to each other. If any conflict or discrepancy comes to light between any of the documents comprising the Account Opening Documentation, on any subject dealt with expressly in two or more documents, and unless otherwise expressly provided, the terms of the specific document from among them shall prevail, according to the following order:
- 33.15.2.1 Terms of documents containing general conditions in connection with the relevant Area of Activity and the terms of any other document regulating same;
- 33.15.2.2 Terms of documents containing general conditions in connection with the relevant Channel of Service and the terms of any other document regulating same;
- 33.15.2.3 The terms of this Application.
- If there is more than one document in any one of the sub-clauses of Clause 33.15.2 above, the provisions contained in any of the documents as provided in the same sub-clause shall be viewed as complementing one another, but in the event of any conflict or discrepancy between them (as aforesaid), the terms of any specific document, later in time, shall prevail over the terms of the documents which preceded it.
- ## 34. Definitions
- Unless otherwise expressly provided, the terms contained in this Application and in each one of the documents comprising the Account Opening Documentation shall have the meaning as set out next to them:
- 34.1 **"Euros"** – as defined in the Conversion into Euros Law, 5759-1999.
- 34.2 **"Region"** – Judea, Samaria and the Gaza Strip, or as this term is defined by applicable law as the case may be and according to the context.
- 34.3 **"Means of Communication"** – including telephone, cellular phone, facsimile, internet, cellular applications, electronic mail, communication between computers, remittance deposit kit and any other means of communication presently existing or which may come into existence in the future and as to which the Bank shall announce from time to time the possibility of using same for the purpose of executing Transactions for the Account, receiving or passing information and notices from the Bank to its customers.
- 34.4 **"Means of Payment"** – a sequence of operations which we must execute in order to give a Payment Instruction to the Bank, including any one of the Channels of Service that we have chosen or may

choose and by means of which we may now or in the future give instructions for the execution of Transactions for the Account.

- 34.5 **"Credit"** – loans, Credit Facilities of any kind, bank guarantees and documentary credit issued by the Bank for our account, overdrafts, purchase of securities or other assets under buy-back agreements, short sale of securities and the consequences thereof, operations in financial derivatives (MAOF), the immediate proceeds from the Bank which we receive in the framework of a transaction for discounting of Cheques and any Transaction for the Account, which incurs or is likely to incur, in the Account, a debit balance or debt and any Indebtedness based on the Account Opening Documentation or the Further Conditions or arising from transactions made on the basis thereof, and any Indebtedness arising from any guarantee, indemnity obligation or the charging of an asset or right of ours in favour of the Bank, as security for the debt of another.
- 34.6 **"the Stock Exchange"** – the Tel-Aviv Stock Exchange Ltd. and any other exchange that receives a licence under Section 45 of the Securities Law, 5728-1968.
- 34.7 **"the Bank"** – Bank Hapoalim B. M., comprising each one of the branches and offices in Israel, as well as any successor or any one acting on its behalf and any transferee of the Bank.
- 34.8 **"subject to any Law"** – subject to any Law which may not be stipulated against.
- 34.9 **"Account Holder"** – someone whose particulars appear in the Appendix to the Application to Open an Account and in documents delivered to the Bank, at the time when the Account is opened, as to the identity of the Account Holder, all subject to such changes that may be made by operation of Law or with the consent of the Bank, in advance and in writing.
- 34.10 **"Appointee"** – a receiver, liquidator, trustee, special manager, receiver in bankruptcy or any other similar appointee.
- 34.11 **"this Application"** – this "Application to Open an Account and General Conditions for Operating an Account" and any other document that serves to amend or replace the said Application or which expressly states therein that it constitutes part thereof.
- 34.12 **"Specific Application"** – our specific application to the Bank for the receipt of Banking Services and the execution of Transactions for the Account, which is further to the relevant Account Opening Documentation and which, should it be approved by the Bank, shall be complementary to the provisions contained in such Documentation or shall modify the provisions thereof, as the case may be; and any document which serves to amend, replace or complement any Specific Application as aforesaid.
- 34.13 **"Law"** – as defined in the Interpretations Law, 5741-1981. Unless otherwise expressly provided, whenever any provision of Law is cited in the Account Opening Documentation or in the Further Conditions, what is meant is the provision of Law as it may be from time to time at any relevant time and any other provision of Law replacing or amending it.
- 34.14 **"Debit Instruction"** – an instruction to pay, transfer, purchase or withdraw and any other order or instruction of ours to debit the Account which may be given by us to the Bank by any means approved by the Bank.
- 34.15 **"Standing Instruction"** – a specific instruction to debit the Account with various amounts or on various or fixed dates, including an instruction which is given in favour of any third party (but not including any authorization to debit an account, and not including our instruction to the Bank to debit the Account in order to repay our own credit amounts in the Account or in any other account of ours or in order to repay credit amounts of any third party) or any payment for Banking Services or any payment of other amounts which are due from us to the Bank and in respect of which we have authorized the Bank, whether severally or

together with others, to debit whichever of our accounts, including the Account.

- 34.16 **"Payment Instruction"** – our instruction to the Bank to execute a Payment Transaction which is given by means of a Means of Payment, including if it is given through another and that includes the beneficiary.
- 34.17 **"photographic copy"** – as this term is defined in the Evidence Ordinance [New Version], 5731-1971.
- 34.18 **"Freezing the Use of a Means of Payment"** – freezing the use of any of the Means of Payment issued or which may be issued to us by the Bank (and that includes freezing an Authorization to Debit an Account).
- 34.19 **"Debits by Authorization" or "Authorization to Debit an Account"** – any authorization which we have given and/or which we may give the Bank to execute a Payment Transaction for our account or by means of a Means of Payment of ours as required by a beneficiary and subject to the conditions prescribed in the authorization.
- 34.20 **"Indebtedness"** – any debt, undertaking or obligation of ours to the Bank, of any kind (existing and future, direct or indirect, conditional and unconditional, including as guarantors to the Bank) on whatever grounds, all as they may be from time to time, including any such indebtedness of ours to the Bank in any other account, and even if any such other account is maintained solely on our behalf or together with others.
- 34.21 **"the Companies Law"** – the Companies Law, 5759-1999.
- 34.22 **"the Securities Law"** – the Securities Law, 5728-1968.
- 34.23 **"the Cheques Without Cover Law"** – the Cheques Without Cover Law, 5741-1981.
- 34.24 **"the Payment Services Law,"** – the Payment Services Law, 5779-2019, as amended from time to time, and all of the regulations, orders and rules issued or which may be issued thereunder.
- 34.25 **"the Account"** – a bank account which is or may be opened in our name pursuant to the provisions of this Application under which there will be operated on our behalf, by the Bank (at the Branch of the Account or at any other branch of the Bank under an account number which is specified in the Account Opening Documentation or under any other number as may be determined by the Bank from time to time), any relevant Sub - Account.
- 34.26 **"Current Account"** – a Sub-Account which enables the Account Holder to deposit funds, withdraw funds as well as give Debit Instructions, without any need for prior notice, all subject to the provisions of the Account Opening Documentation and the Further Conditions. If the Account includes more than one Current Account (that is to say, a number of Current Accounts each one of which maintained in another currency), then wherever the term "Current Account" is mentioned, what is meant is the Current Account maintained in the currency relevant to the requested Transaction for the Account or to any Specific Application.
- 34.27 **"Payment Account"** – an account designated, among other things, for the execution of Payment Transactions.
- 34.28 **"Signature"** – any signature on a written document, as well as, subject to the approval of the Bank, conferring agreement to or approval of, in any other way, and that includes by any Means of Communication, including this Application, and the verb "to sign" in all of its conjugations, shall be construed accordingly.
- 34.29 **"Business Day"** – a Banking Business Day in Israel, to which further conditions will apply, as the case may be and according to the context, as has been or may be determined by the Bank from time to time, as provided in Clause 33.8 above.
- 34.30 **"Business Day for Foreign Currency"** – means a Banking Business Day in Israel on which commercial banks in Israel and around the world are open for business in the respective financial markets, and transact business in the respective Foreign Currency



and on which the branches of the Bank in Israel are open for business in the respective Foreign Currency and transact business in such currency, all as shall be determined by the Bank, at its discretion, as provided in Clause 33.8 above.

- 34.31 **"Banking Business Day in Israel"** – every day except Saturday, public holidays, the two days of the Jewish New Year, the day before the Day of Atonement and the Day of Atonement, the first and eighth day of Succoth, Purim, the first and seventh day of Passover, Independence Day, Shavuot (Feast of Weeks) and the Ninth of Av, but not including any other day determined by the Supervisor of Banks or laid down by any Law as being a day which is not a banking business day in Israel.
- 34.32 **"Balance Available for Withdrawal"** – as of any relevant calculation date – any credit balance in Current Account which includes funds recorded to the credit of such Current Account, except for such funds with respect to which there is our obligation or that of the Bank for our account, or only conditionally recorded to the credit of such Current Account or which the Bank is obliged or is liable to be obliged to pay to any third party. Any such credit balance in Current Account does not include financial deposits, savings plans, securities, other financial rights and assets recorded to the credit of the Account in any other Sub-Account of the Account (which is not the Current Account as aforesaid) or recorded to the credit of any other account maintained in our name with the Bank, whether alone or together with others. If and in as much as there is allocated to us a Current Account Facility in Current Account as aforesaid, the Balance Available for Withdrawal shall also include any balance available for utilization on account of the Current Account Facility which may be allocated in such Current Account. Wherever a Balance Available for Withdrawal is mentioned in this Application, what is meant is the Balance Available for Withdrawal in the currency relevant to the requested transaction only.
- 34.33 **"Debit Card"** – as defined in the Debit Cards Law, 5746-1986.
- 34.34 **"Board at the Branch"** – a screen or board displayed at the branch of the Bank and also an information sheet placed on the counter at the branch of the Bank where the respective transactions are executed, and at an office of the Bank or at a branch of the Bank where there are no counter services, including voice mail.
- 34.35 **"the Index"** or **"the Consumer Price Index"** – the consumer price index (also known as the cost of living index), including fruit and vegetables, published by the Central Bureau of Statistics (hereinafter: **"the Bureau"**) including that index even if published by any other governmental body and also including any official index in substitution therefor, whether based on the same data on which the existing index is based or not. If any other index replaces the existing one, the Bureau will determine the ratio between them, and, if the Bureau does not so determine within six months from the publication of the other index, it will be determined by the Bank in consultation with economic experts.
- 34.36 **"Foreign Currency"** – any foreign currency which is freely convertible.
- 34.37 **"Credit Facility"** – any Credit facility for a stated and limited amount and period which is allocated to us in the Account.
- 34.38 **"Current Account Facility"** – a Credit Facility allocated to us in Current Account (if allocated) and which enables us to continue to make withdrawals on account thereof of amounts of Credit which were repaid by us to the Bank, all in accordance with the terms of the Credit Facility as aforesaid.
- 34.39 **"Account Opening Documentation"** – this Application, the Appendix to the Application to Open an Account and all of the documents that include general conditions pertaining to the Areas of Activity or the Channels of Service (including also those which

are attached or which may be attached to this Application and which may be signed further thereto), and all of the documents which include Authorizations for the Account (including powers of attorney), signature combinations, specimen signatures, the manner of receiving poll cards, position notices and confirmations of ownership or updates of any of them, which have been delivered to the Bank, received and approved by it, as well as notices and other documents addressed to us by the Bank – all at the time of signature of this Application or at any later time.

- 34.40 **"the Appendix to the Application to Open an Account"** – any document which constitutes an appendix to the Application to Open an Account which includes, inter alia, particulars which are complementary to this Application, including particulars of the identity of the Account Holders, the Areas of Activity, the Channels of Service, the Authorizations for the Account, and signature combinations including any input form and the like and any alteration or addition to this Application and to the letters of general conditions pertaining to the Areas of Activity and the Channels of Service which the Bank may approve.
- 34.41 **"Branch of the Account"** – the offices of the branch of the Bank where the Account is maintained.
- 34.42 **"Books of the Bank"** – including Records of the Bank and also any book, ledger, statement of account, contract, deed of undertaking, Bill bearing our signature, card index, sheet of the Bank or which have been produced by the Bank, any Bank Records spool, copies of all of the foregoing certified by the Bank or submitted by it as part of its books and whatever can be produced from all of the foregoing by means of data storage or retrieval, electronic simulation and other technology, made in the normal course of the Bank's business.
- 34.43 **"Channels of Service"** – computerized or automated channels or channels of Communication through which we wish to send Messages to the Bank or through which to receive Information from the Bank or to request the Bank to execute Transactions for the Account, including the giving of Payment Instructions and including by means of any Automated Machine, Means of Communication, the Internet, cellular applications, cellular network, computer to computer connection or other technologies which the Bank may specify from time to time and which have been or may be approved by the Bank from time to time, at its discretion.
- 34.44 **"Transactions for the Account"** – executing a Debit Instruction (including by means of Cheques drawn on the Account or by means of a Debit Card) or a Payment Instruction, as the case may be, or executing a conversion instruction or any other transaction or instruction in connection with assets posted to the Account or to the credit thereof or in connection with our rights in connection with the Account.
- 34.45 **"Payment Transaction"** – transfer of funds by the Customer or on behalf of the Customer (even if it concerns the same customer), including: (1) Transferring funds deposited in one account to another account, provided that at least one of the accounts is a Payment Account; (2) Depositing cash in a Payment Account; (3) Withdrawing cash from a Payment Account. It is clarified that a Payment Transaction that is carried out on the strength of a Bill as defined in the Bills of Exchange Ordinance, shall not be deemed a Payment Transaction for the purposes hereof.
- 34.46 **"Prime"** or **"Prime Interest"** – the interest defined by the Bank as being its prime rate of interest, as updated by the Bank from time to time.
- 34.47 **"End" - User Equipment"** – telephone apparatus of any kind based on whatever technology, including a cellular phone, a facsimile machine, a computer of any kind, an electronic mail box, a modem, a disk and any other equipment which may be approved by the Bank for the purpose of delivering and receiving a Message in connection with the Transactions for the Account or

in connection with the Banking Services given in the framework thereof.

- 34.48 **"Unique Identification Code"** – a sequence of letters, numbers, symbols or other unique identifying particular designated and/or which may be designated by the Bank which it is incumbent upon us to communicate in order to execute a Payment Transaction so as to identify us with certainty or any other beneficiary, or the Payment Account of any of us.
- 34.49 **"Quarter"** – means any period of three calendar months commencing on: 1<sup>st</sup> January or 1<sup>st</sup> April or 1<sup>st</sup> July or 1<sup>st</sup> October of each year.
- 34.50 **"Interest at the Maximum Rate"** – with respect to Israeli currency – the maximum interest as it may be from time to time, applied by the Bank to debit balances in Current Account in Israeli currency for which there is no valid Current Account Facility.
- 34.51 **"Records"** – any entry or copy of an entry which preserve the information regarding the Transactions for the Account or data pertaining to the Account and its particulars whether recorded or copied by printing, duplication, electronic simulation, photocopying (including microfilm) or recorded or copied by any mechanical, electrical or electronic means or any technology which preserves the information regarding the Transactions for the Account or in connection therewith, as well as any output, computer material being information and electronic messages which include data pertaining to the Account or notices of the Bank relative to the Account, formed by means of recording by the Bank's computers, within the meaning of "output", "computer material" (which is information) and "computer" in the Computers Law, 5755-1995 and also the print-out on paper of the contents of a computer file, or any record of the Bank retained by any other means or representation of words or numerals or other signs or symbols which the Bank generally uses or employs in its records.
- 34.52 **"an Essential Component", in a Means of Payment** – a component in a Means of Payment including an object or authenticating particular which has been used as part of the Means of Payment, which is unique to the Customer or to the holder of the Means of Payment (or a combination of components as aforesaid), with the help of which we or the holder of the Means of Payment can give the Bank a Payment Instruction, all as may be determined by the Bank with regard to various Means of Payment or different types of Payment Instructions or as may be displayed by the Bank on the website of the Bank and/or in any other accepted way in which the Bank may display information as aforesaid.
- 34.53 **"Account Record"** – includes: extract of account, confirmation of the Bank pertaining to the Account, any record evidencing the execution of a Transaction for the Account, any daily or other periodic concentration of Transactions for the Account, any statement, notice or letter which may be delivered or dispatched to us by any means by the Bank and including information which is received or may be received by us or by anyone on our behalf by means of an automated banking machine including an automated teller machine or by any other Means of Communication including internet, cellular applications, electronic text message or by automated or computerized means, as they may be from time to time.
- 34.54 **"Bill" or "Bills"** – any promissory note, Bill of Exchange, Cheque, note, letter of guarantee, assignment, bill of lading, certificate of deposit, draft, payment order and any negotiable instrument of any kind.
- 34.55 **"Bill of Exchange"** – as defined in Section 3 of the Bills of Exchange Ordinance [New Version].
- 34.56 **"Misuse"**, of a Means of Payment – use of a Means of Payment or an Essential Component thereof by someone who is not entitled to do so according to this Application and the rest of the Account Opening Documentation and/or any other agreement for the

issue of Means of Payment between ourselves and the Bank.

- 34.57 **"Structural Change"** – means with respect to the relevant legal entity or legal body any one of the following:
- 34.57.1 Merger or split, within the meaning of these terms in Part 5 "B" of the Income Tax Ordinance [New Version] or in the Companies Law (including any consolidation and reorganization, all of which – irrespective of whether effected pursuant to Part Eight or Part Nine of the Companies Law or in any other way) or any action the result of which is similar with reference to a partnership or incorporation outside Israel;
- 34.57.2 Any action the result of which is the acquisition, transfer or receipt of assets which are material for the legal entity or legal body in their extent or nature or the acquisition or receipt of material undertakings as aforesaid;
- 34.57.3 Receipt of assets in return for shares or other securities or other rights of the legal entity or of the legal body, when the assets relevant to the action as aforesaid are material for the legal entity or the legal body, in their extent or nature;
- all of which - whether in one transaction or in a series of transactions.
- 34.58 **"Cheque"** – as defined in Section 73 of the Bills of Exchange Ordinance [New Version].
- 34.59 **"Banking Services"** – the range of services that the Bank is accustomed to give to its customers in the usual way which is current at the Bank from time to time.
- 34.60 **"Rate for Orders Placed"** – a rate of exchange to be determined by the Bank for transactions (not concluded according to an Immediate Rate) for buying or selling, as the case may be, of the respective Foreign Currency.
- 34.61 **"the Bank's Customary Selling Rate"** – the rate of exchange "Transfers / Drafts/Cash – Bank Sells" posted from time to time by the Bank on the Board at the Branch and which relates to the purchase of the respective Foreign Currency by us from the Bank at any relevant time; and in addition to any conversion fee, tax, levy, compulsory or other payments.
- 34.62 **"the Bank's Customary Buying Rate"** – the rate of exchange "Transfers / Drafts/Cash – Bank Buys" posted from time to time by the Bank on the Board at the Branch and which relates to the sale of the respective Foreign Currency by us to the Bank at any relevant time; net of any conversion fee, tax, levy, compulsory or other payments.
- 34.63 **"Immediate Rate"** – a certain rate of exchange for the respective Foreign Currency, which is quoted at the request of a customer and is only valid for when it is quoted.
- 34.64 **"Israeli Resident"** and **"Foreign Resident"** – as these terms are defined under the relevant Law as the case may be and according to the context.
- 34.65 **"the Areas of Activity"** – areas in the framework of which we have requested or may request the Bank to receive Banking Services and which were or may be approved by the Bank from time to time, at its discretion.
- 34.66 **"the Further Conditions"** – a Specific Application, letter of undertaking and any other document which was or may be signed between us and the Bank in connection with Banking Services including also in connection with Banking Services in any other account which is maintained for us at the Bank (and even if it is maintained for us alone or together with others).
- 34.67 **"the Bank's Scale of Charges"** – a scale of charges of the Bank displayed at the branch, on the web site or on cellular applications of the Bank, by means of automated machines or by any other method by which the Bank is permitted to display same, which includes information concerning amounts of fees, commissions and charges or their rates, and other payments and

amounts in relation to Banking Services, the updating thereof and the way they can be changed, all as such scale of charges, including its structure and formulation, shall be customary and usual at the Bank from time to time and subject to any Law.

34.68 **“Sub-Account”** – a Current Account or a deposit account or a savings account or a loan account or any other account which is maintained or which may be maintained with the Bank under such account.



## 1. General

- 1.1 When the Account Holders are two or more, we hereby request the Bank that the Account be operated for us jointly, under joint and several liability, and the provisions of this Letter and the rest of the Account Opening Documentation shall also apply to the Account, all of which being further to the provisions of the Application to Open an Account.
- 1.2 Anyone whose name is specified in the Account Opening Documentation as being authorized to represent us and to act on our behalf in all of the dealings with the Bank in connection with the Account and the execution of Transactions for the Account, who may be any one of us or whoever was empowered by us (and that includes, any attorney in-fact, even if his name was not specified in the Appendix to the Application to Open the Account), may represent us and act on our behalf as aforesaid, within the framework of the Areas of Activity and the Channels of Service – and all as may be approved by the Bank (hereafter respectively: **"The Authorized Persons"** and in so far as concerns the relevant Authorization: **"Authorization for the Account"**), the foregoing being subject to the provisions of this Letter in connection with the Combination of the Account Holders' Authorizations, the Corporation's Authorized Persons, Holder of Power of Attorney and the revocation of the Authorization for the Account or any change therein. The appointment of the Authorized Persons and the determination for the terms of their authorization in no way detract from the liability of any of us, as Account Holder(s), for the Indebtedness in connection with the Account and the Transactions for the Account, including Transactions for the Account executed by the rest of the Authorized Persons.
- 1.3 Definitions
- 1.3.1 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the meaning assigned to them in the Application to Open an Account.
- 1.3.2 In this Letter the following terms shall have the meaning specified next to them:
- 1.3.2.1 **"Approval of the Competent Organ"** – any document or documents which testify, to the satisfaction of the Bank, that the approval has been obtained of the competent organs of whichever of the Account Holders that is a corporation, for the determination of the Combination of the Account Holders' Authorizations for the Account or for the determination of any of the Authorized Persons (as the case may be).
- 1.3.2.2 **"the Combination of the Account Holders' Authorizations"** – means specification of the binding combination of Account Holders for the purpose of giving instructions to the Bank in connection with the Account or the execution of any transactions or business with the Bank in connection with the Account, as set forth in the Account Opening Documentation.
- 1.3.2.3 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 1.3.2.4 **"Notice of the Combination of the Account Holders' Authorizations"** – notice in writing, on behalf of all of the Account Holders (in one document or in a number of documents), as to the Combination of the Account Holders' Authorizations, in the form and in the mode set forth in the definition of "the

Combination of the Account Holders' Authorizations" above and in Clause 2 below and to the satisfaction of the Bank, which shall be delivered to the Bank when the Account is opened or from time to time at later dates.

- 1.3.2.5 **"Notice of a Corporation's Authorized Persons"** – notice in writing of an Account Holder that is a corporation, as to the corporation's Authorized Persons in the form and in the mode set forth in Clause 4.2 below, and to the satisfaction of the Bank, which shall be delivered to the Bank when the Account is opened or from time to time at later dates.
- 1.3.2.6 **"Authorization for the Account"** – as provided in Clause 1.2 above.
- 1.3.2.7 **"this Letter"** – this "Letter of General Conditions for Operating a Joint Account Under Joint and Several Liability".
- 1.3.2.8 **"the Corporation's Authorized Persons"** – someone empowered by a corporation to act in its name and on its behalf, and to be vested with Authorization for the Account on behalf of the corporation, as provided in Clause 4.2 below (but with the exception a Holder of Power of Attorney).
- 1.3.2.9 **"Authorized Persons"** – as provided in Clause 1.2 above.
- 1.3.2.10 **"Holder of Power of Attorney"** – a holder of a power of attorney who acts on behalf of all of the Account Holders and with their authorization, and appointed as provided in Clause 4.3 below.

## 2. Areas of Activity and Channels of Service

Instead of Clause 2 of the Application to Open an Account the following provisions shall apply:

- 2.1 In so far as we may wish to receive Banking Services from the Bank in additional Areas of Activity or to use any Channels of Service, all of us together will have to sign the documents which are current at the Bank for that purpose, which include general conditions pertaining to Areas of Activity or to Channels of Service (and in that regard the Combinations of the Account Holders' Authorizations or power of attorney shall not apply). The same applies to signing any amendment to the Application to Open an Account, to this Letter and to any of the other documents which include general conditions as aforesaid.
- 2.2 If we requested the Bank to subscribe to any Channel of Service, the Authorization for the Account (including the Combination of the Account Holders' Authorizations) shall also include the terms of the authorization of the Authorized Persons when using the Channel of Service as aforesaid. The terms of the Authorization for the Account when using the Channel of Service may be different from the terms of the Authorization for the Account when giving an instruction to the Bank other than through the Channels of Service, and they shall be binding upon us.
- 2.3 The Bank has the discretion not to approve our request to act in the additional Areas of Activity or in any Channel of Service.

## 3. The Combination of the Account Holders' Authorizations

- 3.1 Notice of the Combination of the Account Holders' Authorizations
- 3.1.1 Notice of the Combination of the Account Holders' Authorizations shall be given to the Bank by all of us, and if given in a number of separate documents, it is required that their content be identical. The notice shall include the Approval of the Competent Organ (of each one of us that is a corporation) of the Combination of the Account Holders' Authorizations.

- 3.1.1.1 The Combination of the Account Holders' Authorizations is subject to the approval of the Bank.
- 3.1.2 The Combination of the Account Holders' Authorizations as it may be in force from time to time, shall be binding on us in connection with the Account and the activity therein, but that in no way derogates from the authority of the Bank, as provided in Clauses 4.1.7 to 4.1.9 below, or from any other provision in the Account Opening Documentation and in the Additional Conditions.
- 3.1.3 Administrators of estates, executors of wills, receivers, liquidators and other Appointees of one or some of the Account Holders, may not debit the Account without authorization or consent of the other Account Holders. The Bank may require approval of a court of law for the distribution of the balances in the joint account among the Account Holders or for the execution of any other transaction for the Account.
- 3.2 Cancellation and Change of any Combination of the Account Holders' Authorizations
- 3.2.1 Each one of us (separately), may cancel any Combination of the Account Holders' Authorizations by notice in writing signed by him, in form satisfactory to the Bank. Commencing from the time the cancellation enters into effect, as provided in Clause 4.7 below, all of the Authorizations for the Account, including in relation to the execution of Transactions for the Account by means of Channels of Service, will be cancelled across the board and we may operate the Account and give the Bank instructions only with the consent of all of the Account Holders, until such time as there is delivered to the Bank and approved by it, pursuant to the provisions of this Letter a new Notice of the Combination of the Account Holders' Authorizations.
- 3.2.2 Any one of us that cancels the Combination of the Account Holders' Authorizations, shall also give notice thereof as soon as possible after giving notice to the Bank, to the rest of the Account Holders and to the Authorized Persons.
- 3.2.3 Any change in the Combination of the Account Holders' Authorizations may also be made by giving Notice of the Combination of the Account Holders' Authorizations (as provided in Clause 1.3.2.4 above), together with any additional document that may be required, at the discretion of the Bank. Notice of the change shall be subject to the approval of the Bank. If any change is made to the Combination of the Account Holders' Authorizations, we shall give notice of the change to the rest of the Authorized Persons. Any notice of any change in the Combination of the Account Holders' Authorizations which is not made with the consent of all of the Account Holders shall be deemed to be a notice of cancellation of the Combination of the Account Holders' Authorizations and we may operate the Account and give the Bank instructions only with the consent of all of the Account Holders, until such time as there is delivered to the Bank and approved by it, a new Notice of the Combination of the Account Holders' Authorizations.
- 3.2.4 The Bank may act in accordance with any notice of any change in the Combination of the Account Holders' Authorizations which may be delivered to it, even if such notice has not yet been delivered as provided in this Clause 3.2 above, to any of the Authorized Persons who is not one of the Account Holders.
- 3.2.5 Should any Authorization for the Account (including the authorization of a Debit Card holder) lapse by operation of Law (for example in case of death, winding-up, bankruptcy, incompetency, etc.) the Combination of the Account Holders' Authorizations shall be defined

as authorizing all of us together, until such time as there is delivered to the Bank and approved by it a new Notice of the Combination of the Account Holders' Authorizations.

#### 4. Authorizations for the Account

Instead of Clause 4 of the Application to Open an Account the following provisions shall apply:

##### 4.1 General

- 4.1.1 We warrant that every notice, document or power of attorney which we may deliver to the Bank in connection with the respective Authorization for the Account and pursuant to this Clause 4, will be based on appropriate and effective resolutions on our part, which were approved (in relation to any of the Account Holders that is a corporation) by our competent organs, and also after any other required approvals in connection therewith have been obtained. Any document as provided in this clause above shall be delivered to the Bank in the manner determined therefor in the Application to Open an Account.
- 4.1.2 We warrant that every instruction, request, agreement, undertaking, Bill or document which may be signed by the Authorized Persons and delivered to the Bank in connection with the Account, will be based on appropriate and effective resolutions which were adopted (in relation to any Account Holder that is a corporation) by our competent organs, and also in accordance with the Authorizations for the Account and they shall be binding upon us.
- 4.1.3 Any Authorization for the Account may be cancelled by all of us acting together and by any Authorized Person who wishes to cancel his Authorization for the Account, by giving notice to the Bank in advance and in writing.
- 4.1.4 Any Authorization for the Account may be changed by all of us together, by giving notice to the Bank in advance and in writing and subject to its approval thereof. We have not signed and will not sign with any third party any document the terms of which, in relation to the Authorizations for the Account are opposed to or are not compatible with the provisions of the Account Opening Documentation.
- 4.1.5 Any Authorization for the Account (including the authorization of the holder of a Debit Card) will lapse in any case where the Law makes it mandatory (for example in case of death, winding-up, bankruptcy, incompetency, etc.), and the provisions in the matter of any change in the authorization, as aforesaid, shall apply with all the necessary changes.
- 4.1.6 Subject to the provisions of any Law and without derogating from the provisions of Clause 12 of the Application to Open an Account, we shall indemnify and compensate the Bank for any damage, loss or loss of profit which may be incurred by the Bank if it transpires that documents signed by the Authorized Persons or by us or which purport to be signed by the Authorized Persons or by us, are not binding upon us or are invalid, including by virtue of not having been signed in accordance with the provisions of Clause 4.1.1 or 4.1.4 above, as the case may be, or unlawfully or in excess of authority, and that includes by virtue of our undertaking as provided in Clause 4.1.5 above having been breached.
- 4.1.7 Without derogating from the above provisions and in Clause 4.1.8 below and in addition to the provisions thereof, the Bank may require of us to provide it with any resolution or confirmation by us concerning the giving of instructions in connection with the Account, the operation thereof and the transactions therein which we request the Bank to execute as well as any resolution or confirmation on our part concerning

- the granting of Authorization for the Account or of any change in the terms of any Authorization for the Account or the cancellation thereof, all in form to the Bank's satisfaction. That means that the Bank may require that the resolution be certified by a lawyer to its satisfaction, and receive a copy of any relevant report submitted by us by operation of law.
- 4.1.8 The Bank may enter into with any of us, or with any of the Authorized Persons, any inquiry with regard to any transaction which the Bank was requested to execute for the Account or with regard to any Specific Request submitted in connection with the Account, and the Bank may predicate the execution thereof on the receipt of further approvals. Without derogating from the generality of the aforesaid, notwithstanding the existence of an Authorization for the Account, the Bank may require written consent and our signature in relation to any action which goes beyond the routine of Transactions for the Account or any unusual act or any act which raises in the eyes of the Bank a reasonable doubt as to our consent to the execution thereof.
- 4.1.9 If the Bank requires any confirmation as aforesaid or makes the execution of the Transaction subject to conditions, then if the confirmation is not received or the conditions are not fulfilled, the Bank may refrain from executing the Transaction, postpone or delay its execution, all in accordance with the provisions of the Application to Open an Account.
- 4.1.10 If conflicting instructions have been given to the Bank by different Authorized Persons, the Bank may refrain from acting on such instructions.
- 4.1.11 We shall notify the Bank immediately if it becomes known to us that any of the Authorized Persons or whoever holds a Debit Card as provided in Clause 4.4 below has passed away and the Authorization for the Account of the deceased shall be revoked.
- 4.2 The Corporation's Authorized Persons
- 4.2.1 Each one of us that is a corporation shall give the Bank notice of the Corporation's Authorized Persons. Such notice shall include Approval of the Competent Organ of the respective corporation. To every notice of the Corporation's Authorized Persons there shall be attached the written consent of the rest of the Account Holders. Such consent may be given in one document or in a number of documents and including by signing in the margin of the notice of the Corporation's Authorized Persons, provided that it is to the satisfaction of the Bank. Each one of the notices of the Corporation's Authorized Persons shall be subject to the approval of the Bank.
- 4.2.2 Any cancellation of or change in the Corporation's Authorized Persons shall also be made by giving notice to the Corporation's Authorized Persons, as provided in Clause 4.2.1 above.
- 4.2.3 Each one of us who has changed the Corporation's Authorized Persons on its behalf undertakes to give notice thereof, immediately and in writing, to every relevant Authorized Person.
- 4.2.4 Each one of the Authorized Persons from among the Corporation's Authorized Persons may notify the Bank by giving notice in writing signed by him, of the cancellation of his authorization (but not of any change in its terms)(hereinafter in this clause – **"the Canceling Authorized Person"** and **"the Notice of Cancellation"**). The Notice of Cancellation of the Canceling Authorized Person cancels only his authorization such that if there were included in a Notice of a Corporation's Authorized Persons which preceded the Notice of Cancellation, additional Authorized Persons, in a combination which enables them to act on behalf of the respective Account Holder, without the Canceling Authorized Person, such authorization shall remain in effect.
- 4.2.5 The Bank may act pursuant to any Notice of a Corporation's Authorized Persons which may be delivered to it, even if a notice as provided in this Clause 4.2 above has not yet been delivered to the Authorized Persons, or, in as much as it concerns the Notice of Cancellation as provided in Clause 4.2.4 above, even if no notice as prescribed in this Clause 4.2 above has yet to be delivered to any of the Account Holders.
- 4.3 Holder of a Power of Attorney
- 4.3.1 All of us acting together, we may appoint a holder of a power of attorney (one or more) for the Account and grant him Authorization for the Account, to act on behalf of all of us jointly, in accordance with the provisions of this Clause 4.3.
- 4.3.2 The appointment of the holder of a power of attorney shall be effected by means of an original power of attorney or a photographic copy thereof, duly authenticated, to be delivered to the Bank in form satisfactory to it, and in which the Authorization for the Account shall be granted to the holder of the power of attorney (subject to the terms prescribed in the power of attorney). The holders of power of attorney may act according to the rules that may be current at the Bank from time to time and the terms of the relevant power of attorney.
- 4.3.3 The effectiveness of the power of attorney as aforesaid is subject to the Bank's approval having been received, to its being at all times to the Bank's satisfaction and to the Bank being provided to its satisfaction with every document which may be required by the Bank in connection therewith (including the Approval of the Competent Organ) and including authentication of signatures according to the Law applicable in Israel.
- 4.3.4 The Bank may act according to the instructions of the Authorized Persons appointed under a power of attorney, even if the power of attorney does not meet the requirements mentioned above.
- 4.3.5 The Bank may require an original copy of the power of attorney (a copy with signatures and authentication in the original and not a photocopy), whenever a holder of a power of attorney wishes to give instructions for the execution of Transactions for the Account in accordance with the power of attorney. The Bank may ask us or the holder of a power of attorney to confirm that the power of attorney is effective and has not been revoked.
- 4.3.6 Any change in the terms of the power of attorney shall be made by delivering an amended power of attorney, signed by all of us, and additional documents as provided in this Letter and in the Application to Open an Account, to the satisfaction of the Bank. The entering into effect of the change in the terms of the power of attorney shall be subject to obtaining the approval of the Bank.
- 4.3.7 Notwithstanding the foregoing, each one of the Account Holders may revoke the power of attorney. In such a case, only the power of attorney will be revoked as aforesaid, while the Combination of the Account Holders' Authorizations shall remain in effect. Whoever of us that has revoked the power of attorney shall give notice in writing to that effect, as close as possible to the time notice is given to the Bank, also to the rest of the Account Holders, to the holder of the power of attorney and to the rest of the Authorized Persons.
- 4.3.8 If a holder of a power of attorney revokes the power of attorney given to him, the provisions of



Clause 4.3.7 shall apply with the necessary changes, as if the joint power of attorney was revoked by any one of us.

#### 4.4 The Holder of a Debit Card for the Account

If the Bank agrees to our request to issue a Debit Card for the use of any one of us or for the use of someone who is not an Account Holder, and the Account is debited with the amounts charged to the Debit Card, the person who received the Debit Card for his own use shall be deemed to be authorized on our behalf to debit the Account by means of charging the Debit Card acting alone, notwithstanding the Combination of the Account Holders' Authorizations for the Account. We give the Bank an irrevocable instruction and authorization to debit the Account as aforesaid.

Such authorization can be revoked by each one of the Account Holders, by notice in writing to the Bank, and we shall also give notice of any instance of cancellation of the Authorization for the Account to whoever received the Debit Card for his own use.

#### 4.5 Persons Authorized to Execute Transactions in Securities

If Authorization for the Account is granted in connection with the execution of transactions in securities, options or futures contracts, we shall notify the Bank at the same time as the authorization is granted whether the authorization is for consideration.

#### 4.6 Joint Operations

If all of us acting jointly instruct the Bank to execute a Transaction for the Account (hereinafter in this Clause 4.6: **"the Joint Instruction"**) and any one of us revokes the Joint Instruction or instructs the Bank not to execute same, the Bank may refrain from giving effect to the Joint Instruction, and whoever of us that revokes the Joint Instruction as aforesaid undertakes to give notice thereof as soon as possible to the rest of the Account Holders and to the party in whose favour the Joint Instruction was given.

#### 4.7 Entering into Force

4.7.1 Any Authorization for the Account, including any change in any of its terms, shall enter into force as and when approved by the Bank, and from then on the relevant documents for granting Authorization for the Account as aforesaid (as delivered to the Bank and approved by it), will constitute part of the Account Opening Documentation. The Bank may cancel its approval at any time.

4.7.2 Any revocation of an Authorization for the Account shall enter into force within a reasonable time after all of the documents relevant to the revocation of the Authorization for the Account have been received by the Bank.

4.7.3 If we or any one of us (as the case may be), adopt a resolution to revoke any Authorization for the Account or the Combination of the Account Holders' Authorizations or to change any of their terms and we do not deliver to the Bank the relevant notice or power of attorney, then the Bank shall not be responsible to us for executing any instruction or honouring any Transaction for the Account, pursuant to any Authorization for the Account or the Combination of the Account Holders' Authorizations as they were before our resolution was adopted as aforesaid.

4.7.4 The Bank may act on any Notice of the Combination of the Account Holders' Authorizations delivered to it or on any Notice of a Corporation's Authorized Persons delivered to it, even if such notice has not yet been delivered to the relevant Authorized Person. In as much as notice is required to be given to the other Account Holders as well, the Bank may act on any up-to-date notice even before any notice is given as aforesaid to any of the Account Holders.

4.7.5 Notwithstanding the foregoing, if we deliver to the Bank notice in writing of revocation of any Authorization for the Account or of the

Combination of the Account Holders' Authorizations or of any change in any of their terms, and the Bank acts on our notice, this shall in no way derogate from the effectiveness of the Transactions for the Account that may be executed in accordance with our notice as aforesaid, even if all of the documents required by the Bank were not delivered to the Bank or were not signed.

#### 4.8 Honouring Instructions Given Prior to any Change in the Authorizations for the Account

If any Authorization for the Account or Combination of the Account Holders' Authorizations is revoked or there occurs any change in any of their terms (hereinafter in this Clause 4.8: **"a Change in Authorization"**) and we did not deliver to the Bank any instructions in writing in any way connected to the honouring of instructions in connection with the Account including for the execution of a Transaction for the Account which was given before the Change in Authorization entered into force (hereinafter: **"the Original Instruction"**) and which is incompatible with the up-to-date Authorizations for the Account at such time, the Change in Authorization as aforesaid in no way makes the Bank responsible to us with regard to the execution of the Original Instruction, irrespective of whether or not the Bank honors the Original Instruction, provided only that the Bank acted reasonably and not negligently.

#### 4.9 Authorization to Debit an Account

With regard to an Authorization to Debit an Account, the provisions of Clause 4.3 of the Application to Open an Account shall apply, with all the necessary changes.

### 5. **Communication of Information About the Account**

#### 5.1 **In this Clause 5 "information" means information in connection with the Account and that includes information as aforesaid which is stored at the Bank concerning:**

5.1.1 **Any of the Account Holders, the Authorized Persons and Transactions for the Account of any of them; and**

5.1.2 **Transactions for the Account, including making deposits, deposits, savings, withdrawals, payments, Debit Cards, transfers, applications for Credit, the amounts of Credit and its terms, agreements, written requests, orders and any warnings.**

5.1.3 **Records, statements of account, printouts of Information from data pools, Account Opening Documentation and a copy of all of these.**

5.2 **The Bank may deliver to any one of us, at any time, Information and documents of instructions to the Bank signed by one or more of the Account Holders, even if any such Account Holder did not sign them. Such Information can be delivered to any one of us, at his request, or on the initiative of the Bank, even if the Combination of the Account Holders' Authorizations is to all of us together.**

### 6. **Account Holders' Liability**

6.1 **We are all of us liable to the Bank, jointly and severally, for the fulfilment of any Indebtedness pursuant to the Account Opening Documentation and the Further Conditions. Any reference to an individual shall be deemed for all intents and purposes to refer to and be binding on all of us, jointly and severally.**

6.2 **If the name or combination of any one of us is changed or any Structural Change occurs with respect to him, this shall in no way derogate from or affect his liability or the liability of any of the remaining Account Holders for any Indebtedness as aforesaid.**

6.3 **If any one of us becomes legally disqualified or discharged in any other way of his liability for the fulfilment of Indebtedness as aforesaid, then the liability of the rest of the Account Holders for the**

fulfilment of Indebtedness as aforesaid shall not be affected or diminished by virtue thereof.

- 6.4 Where any of the Account Holders is an Appointee (as defined in the Application to Open an Account), then the liability of the rest of the Account Holders for the fulfilment of the Indebtedness as aforesaid or the liability and Indebtedness of the person on whose behalf the Account is administered shall not be affected or diminished following any change or substitution of such Appointee.

## 7. Retention, Lien and Set-Off

Instead of Clause 18 of the Application to Open an Account, the following Clause 18 shall replace it.

### 18. Retention, Lien and St-Off

#### 18.1 Definitions

In this Clause 18 the following terms shall have the meaning as set out next to them:

- 18.1.1 **"Anticipatory Breach"** – in relation to any Indebtedness, whenever any one of us manifests his intention not to perform the Indebtedness in full as and when due or if it becomes likely in the circumstances that any one of us will be unable or unwilling to perform same as set forth in Section 17 of the Contracts (Remedies for Breach of Contract) Law, 5731-1971.

- 18.1.2 **"Assets"** – all of the monies which we are entitled to receive from the Bank, subject to any Law, including any obligation of the Bank to us which has yet to mature, such as a financial deposit of any kind which according to the terms on which it was deposited with the Bank its maturity date has not yet fallen due, and all of our other rights and property, which we are entitled to receive from the Bank, including securities, negotiable and non-negotiable instruments, chattels, documents for goods, insurance policies, Bills, assignments and deposits which may be held by the Bank or under its control at any time to our credit or for us, including such as were delivered to the Bank for collection, as security, for safe-keeping or otherwise – irrespective of whether such assets were deposited (or we are entitled thereto) in the Account or in any other account of ours, and even if any other account as aforesaid is maintained in the name of any one of us together with others.

- 18.1.3 **"Indebtedness"** – any debt, undertaking or obligation of ours to the Bank, of any kind (existing and future, direct or indirect, conditional and unconditional, including as guarantors to the Bank) on whatever grounds, all as they may be from time to time, including any such indebtedness of ours to the Bank in any other account, and even if any such other account is maintained for us or for any of us, together with others.

- 18.1.4 **"Future Indebtedness"** – any Indebtedness the maturity date of which is in the future in relation to which any of our obligations or any representations of any of us towards the Bank in connection therewith were breached by any of us or that there occurred an Anticipatory Breach in connection therewith or there is a reasonable concern of there being a breach thereof by us or by any one of us (even if such concern does not constitute an Anticipatory Breach).

- 18.1.5 **"Existing Indebtedness"** – any Indebtedness the maturity date of which has fallen due, including by reason of the rendering thereof immediately payable by the Bank.

#### 18.2 The Bank's Right of Retention

The Bank may defer the date on which we may withdraw or take into our hands any of the Assets until the fulfilment of all of our Indebtedness (both conditional and unconditional), including against any Existing Indebtedness and any Future Indebtedness, subject to any Law. The Bank's rights of retention as aforesaid are general rights and shall apply to the Assets in whole or in part, even if the Assets are not in the same currency in which any Indebtedness is denominated. If the Asset in relation to which the Bank exercises the right of retention is divisible, exercising the Bank's right of retention shall be carried out while preserving a reasonable proportion between the value of the Asset as aforesaid and the extent of the respective Indebtedness.

The Bank may retain the Assets as aforesaid until the aforesaid Indebtedness has been discharged or repaid in full, and until such time we shall not be entitled to take possession of the aforesaid Assets, dispose of them or to deal with them in any other way without the prior written consent of the Bank. The Bank shall notify us of the exercise of the right of retention after the exercise thereof by it.

#### 18.3 The Bank's Right of Lien

The Bank has the right of lien on any of the Assets, in whole or in part, which is capable of being exercised in relation thereto, in accordance with any Law or agreement – whether for the purpose of securing the payment of any Indebtedness (both conditional and unconditional) including against any Existing Indebtedness or any Future Indebtedness. The Bank's rights of lien as aforesaid are general rights and shall apply to the Assets in whole or in part, even if the Assets are not in the same currency in which any Indebtedness is denominated. If the Asset in relation to which the Bank exercises the right of lien is divisible, exercising the Bank's right of lien shall be carried out while preserving a reasonable proportion between the value of the Asset as aforesaid and the extent of the respective Indebtedness. The Bank may retain possession of the Assets as aforesaid until the aforesaid Indebtedness has been discharged or repaid in full, and until such time we shall not be entitled to take possession of the aforesaid Assets, dispose of them or to deal with them in any other way without the prior written consent of the Bank. The Bank shall notify us of the exercise of the right of lien after the exercise thereof by it.

#### 18.4 The Bank's Right of Set-Off

18.4.1 The Bank has the right to set-off the Assets or the proceeds thereof (as the case may be), in whole or in part, both against any Existing Indebtedness and against any Future Indebtedness (provided that with respect to Future Indebtedness, there is cause which entitles the Bank, pursuant to the Account Opening Documentation or pursuant to the Further Conditions, to render the aforesaid Indebtedness immediately repayable). The Bank's right of set-off is a general right and it shall apply to the Assets, in whole or in part, even if our rights in the Assets as aforesaid and the Existing Indebtedness or the Future Indebtedness (the repayment of which the Bank wishes to effect by means of exercising the right of set-off as aforesaid), do not stem from one transaction, and even if there is no link or any other connection between them, irrespective of whether the Assets and the Indebtedness as aforesaid are in Israeli currency or in Foreign Currency and even if they are not in the same currency.

- 18.4.2 For the purpose of exercising the right of set-off, the Bank may, among other things, sell the Assets or convert them into cash in any other way, apply the proceeds of the Assets as aforesaid to the discharge of any Indebtedness as aforesaid, all of which at our expense. We hereby irrevocably authorize the Bank to utilize the right of set-off of the Bank as aforesaid and to take any action which may be required in order to exercise the right of set off as aforesaid.

18.4.3 In the event of the exercise of the right of set-off of the Bank with reference to any of the Assets or the proceeds thereof (as the case may be), for the purpose of repaying any Future Indebtedness, such Indebtedness shall be deemed to be Indebtedness which has been rendered immediately payable by the Bank. Rendering the Indebtedness immediately payable as aforesaid shall be effected by effecting the set-off and for that purpose the provisions of the Account Opening Documentation and the provisions of the Further Conditions in connection with the collection of additional amounts when the Indebtedness is rendered immediately payable (interest, expenses and fees, commissions and charges, including prepayment fee).

18.4.4 Subject to any Law, in the event of the realization of the right of set-off of the Bank, the Bank may debit the Account with any amount, irrespective of whether or not there was in the Account a Balance Available for Withdrawal. Where there is no Balance Available for Withdrawal in any Current Account, the Bank may debit any other Sub-Account and if any other account is maintained at the Bank on our behalf or on behalf of any of us, the Bank may debit any such other account as aforesaid with the Bank, with the amount required for the purpose of the set-off. The Bank shall notify us of the realization of the right of set-off within a reasonable time and in accordance with any Law.

18.5 Damages and Costs Following the Realization of the Bank's Right of Set-Off

Whenever the Bank utilizes its right of set-off for the purpose of repayment of any Existing Indebtedness or any Future Indebtedness as aforesaid, we shall bear at our expense all of the damages and the costs liable to be incurred by us as a result (including our being charged with Prepayment fees following the Future Indebtedness being rendered immediately payable by the Bank). In addition, we shall pay the Bank all of the rest of the expenses, the fees, commissions, charges and payments which are current at the Bank at such time in connection with the exercise by the Bank of its right of set-off as aforesaid. If the Bank exercises its right of set-off as aforesaid by means of any Assets or their countervalue (as the case may be), with respect to which there is an obligation of the Bank towards us which has not yet matured, we shall also bear at our expense all of the damages and the costs liable to be incurred by us as a result of our rights in connection with the Assets or their countervalue (as the case may be) in relation to which the Bank exercised its right of set-off as aforesaid, being liable to be affected (such as: a reduction of the principal amount deposited, the denial of our right to receive interest, linkage differences, exchange rate differences, bonuses or loans and exemption from or a reduction in income tax or deduction of tax at source).

18.6 Right of the Account Holder to Receive Monies

Our right (or the right of any one of us) to receive from the Bank monies, rights or Assets of any kind which are due or which may become due to us from the Bank from time to time, in the Account or in any other account of ours or of any one of us, irrespective of whether any such other account is maintained in our name or in the name of any one of us alone or whether together with others, shall be conditional upon the performance of any Indebtedness of ours to the Bank and subject to the rights of retention, lien and set-off of the Bank, as set forth in this Clause 18 above. The Bank shall be at liberty to decide, at its discretion, to hand over to us monies, rights and Assets before the performance of any of our Indebtedness to the

Bank, however the Bank's decision as aforesaid shall in no way impose upon the Bank any obligation to continue doing so in the future, and any such decision shall be deemed a one-off agreement.

18.7 Rights of Retention, Lien and Set-Off by Reason of Indebtedness or Assets of Any One of Us

**Since the Account is a joint account, the rights of retention, lien and set-off of the Bank, as provided in this clause above, shall apply to every Asset or Indebtedness of ours or of any one of us, to the Bank, including in any other account of ours or of any one of us (irrespective of whether any other account is in our name or in the name of any one of us alone, or whether together with others), provided that with respect to Assets which are rights to receive money from the Bank, the foregoing shall apply subject to any Law.**

Nothing in the provisions of this Clause 18 above shall derogate from the provisions of Clause 7.1 above and Clause 27 below.

**8. Address for Service of Mail and Delivery of Documents**

8.1 The address of the Account, as specified by us in the Account Opening Documentation or, subject to the Bank's approval, as may be changed in accordance with notice to be delivered to the Bank from time to time by the Account Holders according to any Law, shall be deemed to be the common address of all of the Account Holders for delivery of notices and legal process in any way connected to the operation of the Account and in connection with the Account.

8.2 The personal address of each one of us (hereinafter: **"the Personal Address"**) shall be as specified in the Account Opening Documentation or, subject to the approval of the Bank, as may be changed in accordance with notice in writing to be delivered to the Bank from time to time by the respective Account Holder. The Personal Address is in addition to the Address of the Account and it too shall serve as an address for delivery of notices and legal process to any of us, in any way connected to the operation of the Account or in connection therewith.

8.3 The Bank may send to us or to any one of us any notice including any warning and notice under the Cheques Without Cover Law, 5741-1981 or under the Credit Data Service Law, 5762-2002 to the Address of the Account or to the Personal Address.

8.4 Any notice sent by registered mail or by ordinary mail shall be deemed to have been received by the addressee as set forth below, within the times prescribed for that purpose in the Application to Open an Account:

8.4.1 If sent to the Address of the Account, it shall be deemed to have been received by all of the Account Holders;

8.4.2 If sent to the Personal Address, it shall be deemed to have been received by the respective addressee from among the Account Holders.

**9. Delivery of Documents**

Delivery of a copy of any of the Account Opening Documentation and the Further Conditions signed by any of us by the Bank to whoever of us that last signed any of the Account Opening Documentation or the Additional Conditions as aforesaid, shall be deemed, as the case may be, to be delivery of such document by the Bank to all of us when delivered as aforesaid.

**10. Survivorship Clause**

10.1 **In the event that one of the Account Holders dies, the surviving Account Holder or any person lawfully acting on his behalf, will be entitled to continue to effect from time to time Transactions for the Account. The foregoing provisions will apply to the relationship between ourselves and the Bank even after the death of any of us.**



- 10.2 Without derogating from the generality of the provisions of Clause 10.1 above, if the number of the surviving Account Holders is more than one, we may give the Bank instructions to execute Transactions for the Account all acting together, from the time of death of one of the Account Holders until such time as we determine once again the Authorizations for the Account as provided in Clause 4 above.
- 10.3 Without derogating from the generality of the provisions of Clauses 10.1 and 10.2 above the aforesaid provisions do not establish the rights between joint holders of the Account including also their successors, their substitutes or their lawful attorneys- in-fact or the rights of any of the Account Holders, including also the successors of the Account Holder who has died, his substitutes or his lawful attorneys-in-fact.
- 10.4 We shall notify the Bank immediately it becomes known to us that any one of the Account Holders or any one of the Authorized Persons has died.
- 10.5 The provisions of Clauses 10.1 and 10.2 shall apply unless otherwise determined in the Appendix to the Application to Open an Account.

## **11. Interpretation**

- 11.1 Clause headings in this Letter are inserted for ease of reference only and shall be ignored in the interpretation of this Letter.
- 11.2 In this Letter, the masculine gender includes the feminine gender and vice versa. The plural includes the singular and vice versa.
- 11.3 Whenever the Bank may do something pursuant to the Account Opening Documentation and/or pursuant to any Specific Application – it is under no duty to do so.
- 11.4 Whenever the Bank may do something pursuant to this Letter without giving any advance notice, such right of the Bank shall be subject to the provisions of any Law which cannot be stipulated against.
- 11.5 No provision of this Letter operates so as to detract from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 11.6 In case of conflict between the provisions of this Letter and the provisions of the Application to Open an Account, the provisions of this Letter shall prevail, and in any other case, the provisions of this Letter shall be deemed as complementing and as supplementing the provisions of the Application to Open an Account (unless otherwise expressly stipulated).

## 1. General

1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to operate a Current Account in Foreign Currency and to receive Banking Services for the Account in the Area of Activity "Foreign Currency" which the Bank may provide from time to time and as is usual at the Bank. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.

### 1.2 Buying and selling Foreign Currency

1.2.1 Buying and selling Foreign Currency shall be transacted according to a Rate for Orders Placed or an Immediate Rate, all as shall be specified in the transaction form for buying or selling the respective Foreign Currency (hereinafter: **"the Transaction Form"**).

1.2.2 If in the Transaction Form an Immediate Rate is not quoted, our instruction shall be deemed to be an instruction according to the Rate for Orders Placed.

1.2.3 Where we may deliver instructions for executing Transactions for the Account by facsimile and/or by telephone and an instruction is delivered by us by facsimile (hereinafter in this Clause 1.2: **"the Instruction"**), the Instruction shall be deemed to be an instruction to execute the respective transaction at the Rate for Orders Placed, unless, prior to the execution of the Instruction, we shall contact the Bank by telephone in accordance with the provisions of the Account Opening Documentation and we are quoted an Immediate Rate for the transaction.

1.2.4 Where an Immediate Rate is not quoted for the transaction and the Instruction is received by the Bank before the end of the Business Day for Foreign Currency, but after the time fixed by the Bank as the latest time for passing instructions for the execution of transactions in Foreign Currency at a Rate for Orders Placed, the Instruction shall be executed according to the Rate for Orders Placed to be determined by the Bank for the next following Business Day for Foreign Currency after the Business Day for Foreign Currency on which the Instruction was received by the Bank.

### 1.3 Conditions for depositing Cheques in Foreign Currency

1.3.1 The provisions of this Clause 1.3 shall apply in addition to the provisions of the Application to Open the Account (including the instructions in connection with crediting an account by means of Cheques and in connection with liability pertaining to Cheques and the signatures thereon) to making deposits of Payment Orders in Foreign Currency, irrespective of whether the Account is credited before the proceeds of the Payment Order are received from the drawee bank (or the Issuer, as the case may be) or if it is credited after the proceeds thereof are received.

1.3.2 We shall pay the Bank, immediately upon its first demand, the amount of any Payment Orders, if there occurs an event as specified below or if it transpires to the Bank that:

1.3.2.1 The Payment Orders or any of them were lost and/or were not received by the Bank's correspondent (hereinafter in this Clause 1.3: **"the Correspondent"**), except if lost due to the negligence of the Bank or if the Cheques or any of them were not paid or if the Bank was debited with the amounts thereof or if the Bank was credited with the proceeds thereof but at a later date, no matter when, was required to repay the amount credited, and for any reason, including, by reason of any forged signature on the face or on the back of

the Payment Order or by reason of any missing endorsement or by reason of any change made to the Payment Order; or –

1.3.2.2 For any reason the Correspondent is unable to remit the proceeds of the respective Payment Orders, in whole or in part, to the Bank.

1.3.3 Without derogating from the generality of the provisions of Clause 1.3.2 above, it is agreed that the Bank may debit any account of ours with the Bank with the amounts of the Payment Orders as provided in Clause 1.3.2 above, all subject to the provisions of Clause 1.3.1 above.

1.3.4 The Bank shall be exempt from the duty of presentment, of giving notice of dishonor and/or protest in connection with the non-payment and/or non-acceptance of the Payment Orders or any of them.

1.3.5 If a Cheque drawn on a bank abroad is presented for payment and according to foreign law or the clearing procedures at the place of presentment the foreign drawee bank does not return the form of the Cheque which was dishonoured by non-payment but remits a substitute for the Cheque or an electronic simulation thereof, then the Bank shall not be obliged to return to us the actual form of the Cheque but merely what the Bank receives from the drawee bank.

### 1.4 Buying Foreign Currency from the customer and changing or exchanging cash

1.4.1 If the Bank fails to collect the proceeds of any bank note received from us, for whatever reason, and in particular, without derogating from the generality of the foregoing, on the grounds that the bank note is found to be forged or defaced or to have gone out of circulation (hereinafter in this Clause 1.4: **"the Defective Note"**), the Bank may cancel the transaction of buying or changing or exchanging cash and may debit any account of ours with the Bank with the amount of the Defective Note. Without derogating from the aforesaid, we shall pay to the Bank the amount of the Defective Note immediately on the Bank's first demand.

1.4.2 The Bank is at liberty not to collect and not to remit for collection any Defective Note. If the Bank has agreed to our request to remit any Defective Note for collection, we alone shall be responsible therefor and for any consequence arising from our aforesaid request, including any detriment, damage, loss or harm which may be incurred by us due to having acted on our aforesaid request.

1.4.3 The Bank's confirmation specifying the following details shall be admissible evidence for all intents and purposes including with respect to:

1.4.3.1 The fact that a note was found to be forged or defaced or to have gone out of circulation;

1.4.3.2 The number of the Defective Note;

1.4.3.3 The amount stated on the Defective Note and the type currency;

1.4.3.4 The fact that the Defective Note was received from us by the Bank;

1.4.3.5 The date on which the Defective Note was received from us by the Bank.

## 2. Transfer of Foreign Currency

2.1 If we request the transfer or payment of Foreign Currency (irrespective of whether abroad or in Israel) and including by means of a bank cheque, to a Foreign Resident or Israeli Resident, respectively (hereinafter in this Clause 2: **"the Transfer"**), we shall instruct the Bank accordingly by means of a Specific Application in which we shall fill in the required particulars for the Transfer (hereinafter in this Clause 2: **"the Instruction"**).

2.2 The Bank is not obliged to execute the Transfer, in whole or in part, and it shall have the discretion whether to comply, in whole or in part, with any Instruction, or to

- reject it, without having to give any reason for its decision.
- 2.3 The Instruction shall be deemed to be an order to buy Foreign Currency provided only that we instruct the Bank in writing to buy the respective Foreign Currency. The purchase shall be executed in accordance with the provisions of Clause 1.2 above.
- 2.4 In accordance with the terms and conditions contained in the Account Opening Documentation, the Bank shall debit the Account on account of the Transfer, with all of the Bank's fees, commissions, charges and expenses as well as those of correspondent banks, their agents or other service contractors in or outside Israel pertaining to the Instruction and with all taxes or compulsory payments which may be applicable and any additional amount in accordance with the Instruction (all of the aforesaid amounts being called collectively in this Clause 2: **"the Debit Amount"**).
- 2.5 In addition to the provisions of the Account Opening Documentation with regard to the right of the Bank not to honour Debit Instructions in certain circumstances:
- 2.5.1 The Instruction will only be executed provided that the Current Account in Foreign Currency shows a Balance Available for Withdrawal or, if and to the extent that we are allocated a Current Account Facility, an unutilized balance on account of a Current Account Facility in such Current Account of at least the Debit Amount payable in Foreign Currency and provided that there is nothing in Law or otherwise to prevent the Instruction from being executed.
- 2.5.2 Any amount of the Debit Amount the payment of which is in Israeli currency shall be debited to the Current Account maintained within the Account in Israeli currency, unless otherwise agreed between ourselves and the Bank and subject to any Law, and provided that the Current Account maintained within the Account in Israeli currency shows a Balance Available for Withdrawal or, if and to the extent that we are allocated a Current Account Facility, an unutilized balance on account of a Current Account Facility in such Current Account of at least the Debit Amount in Israeli currency and provided that there is nothing in Law or otherwise to prevent the Instruction from being executed.
- 2.6 The Transfer or the Instruction may be recorded for the Account with a different value date than the day requested by us for executing the Transfer or the Instruction, depending on whether it is a Business Day for Foreign Currency and/or on the time the Instruction was received by the Bank, the type of the Foreign Currency and the country of its destination.
- 2.7 The respective value date for crediting the beneficiary, is not dependent upon the Bank and may be different from the value date of the Transfer or the Instruction as recorded for the Account, inter alia, due to the time the Instruction was received by the Bank or the type of the Foreign Currency, the country of its destination or the different legislation, laws, conventions and procedures in different countries. The provisions of this clause do not apply to an Instruction according to which we request the Bank to execute a Transfer between branches of the Bank in Israel.
- 2.8 If the Bank does not have the required amount of the respective Foreign Currency, the Bank may defer the execution of the Instruction until such time as it has the required amount of the respective Foreign Currency for executing the Instruction.
- 2.9 For the removal of any doubt, the Instruction should not be considered as being a Standing Instruction.
- 2.10 The Bank shall be exempt from any responsibility for any damage, loss or expense liable to be incurred by us by reason also of the Instruction being carried out or the Instruction not being carried out or on account of any failure liable to occur in the transfer of the Foreign Currency to its destination due to any error in transmission by SWIFT, by mail, or by any other means or due to the crediting of the account the number of which was noted by us as being the beneficiary's account number, even if it transpires that such account is not that of the beneficiary for whom the Transfer was intended or due to the failure to note the beneficiary's account number, and including the failure to note or the erroneous notation by us of the IBAN (International Bank Account Number), provided that the aforesaid damage, loss or expense were not caused by the negligence of the Bank.
- 2.11 According to the legislation, laws and conventions and procedures in different countries, where there is a discrepancy in the Instruction between the number of the beneficiary's account and the name of the beneficiary's account it may be that the Instruction will be executed according to the number of the beneficiary's account. In any case, the Bank shall not be responsible for any damage, loss or expense which may be incurred by us as a result of the untimely execution of the Transfer or the Instruction or the non-execution of the Instruction or the Transfer, provided that the delay or the non-execution were not caused by the negligence of the Bank.
- 2.12 The Bank shall be exempt from any liability for any consequence arising from compliance with any provisions of Law, convention or procedure in connection with the prohibition on money laundering or the prohibition on the financing of terrorism inside or outside Israel or any sanctions or restrictions imposed by competent authorities inside and/or outside Israel, including the US Office of Foreign Assets Control. Without derogating from the aforesaid, the Bank shall be exempt from bearing any detriment, damage, loss or harm which we may incur for having complied with such provisions.
- 2.13 The Bank shall be exempt from any liability to us if any bank cheque which the Bank may issue in accordance with any Instruction is stolen or lost, unless the theft or the loss arose from the negligence of the Bank. The Bank shall not be responsible to us for any forged bank cheque or if the signature of the payee is forged or any endorser's signature is forged or any particulars are altered, on any bank cheque issued by the Bank, by any unauthorized person, unless the Bank acted negligently.
- 2.14 We shall indemnify the Bank against any obligations and Indebtedness imposed or which may be imposed on the Bank in respect of or in connection with the provisions of this clause, and that includes in respect of or in connection with any Transfer or Instruction in accordance with foreign legislation, laws, conventions and procedures, all of which subject to any Law.
- ### 3. Authorization to Debit an Account
- 3.1 In this Clause 3:  
**"the Amounts of the Notes"** or **"the Amounts of the Payment Orders"** mean any amount paid by the Bank to the customer, including by way of crediting the Account, for bank notes or Payment Orders (as the case may be) which the customer delivered to the Bank, irrespective of whether the customer was credited in respect thereof before the proceeds thereof were received from the drawee bank or from the Issuer (as the case may be) or the customer was credited in respect thereof after the proceeds thereof were received as aforesaid, coupled with interest and exchange rate differences to be calculated commencing on the date on which the Bank paid the respective amount to the customer, and coupled with expenses incurred by the Bank in connection with the return of the bank notes or the Payment Orders (as the case may be), or in connection with any demand to repay any amounts paid on account of the bank notes or the Payment Orders (as the case may be).
- 3.2 The Bank may debit any account of ours with the Bank with the Amounts of the Notes or with the Amounts of the Payment Orders, whenever the notes or Payment Orders are not paid or the Bank is debited with the amounts thereof, or the Bank was credited with the proceeds thereof but is subsequently required to return the amounts of the credit, at any time whatsoever and



for any reason and provided the Bank did not act negligently. We hereby give the Bank irrevocable instructions and authorization to do so.

#### **4. Change of Status**

We undertake to notify the Bank in writing of any change in our status or the status of any one of us as a Foreign Resident or as an Israeli Resident, under any Law.

#### **5. Bunching of Transactions and Use of Correspondent Banks**

- 5.1 The Bank may execute our instructions to execute a transaction or transactions in Foreign Currency, at its discretion, as a separate transaction or separate transactions or to bunch it or them together with other similar transactions for the purpose of executing our aforesaid instructions.
- 5.2 The Bank may use the services of correspondent banks or other service contractors, in or outside Israel, and the latter may be assisted by other correspondents.
- 5.3 The Transfer of Foreign Currency is subject to the laws of the State of Israel, the laws of the state to which the funds are being transferred and the laws of the state that has issued the Foreign Currency and the laws of the states of the correspondent banks through which the Transfer is being effected.

#### **6. Interpretation and Definitions**

- 6.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 6.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 6.3 In this Letter the following terms shall have the meaning as set out next to them:
  - 6.3.1 **“the Application to Open an Account”** – the Application to Open an Account and General Conditions for Operating an Account applicable to the Account.
  - 6.3.2 **“this Letter”** – this Letter of General Conditions for the Area of Activity “Foreign Currency”, as may be amended from time to time.
  - 6.3.3 **“Payment Orders”** – Cheques, bank cheques and travelers’ cheques.
  - 6.3.4 **“the Issuer”** – whoever issued the relevant travelers’ cheques.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Deposits". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation, and we may submit to the Bank, from time to time, a Specific Application the subject of which is the opening of a Deposit (hereinafter: **"the Form for Making a Deposit"**), in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and shall complement it.
- 1.2 The Form for Making a Deposit shall state the terms of the respective Deposit, and that includes the Principal Amount of the Deposit, the Period of the Deposit, the Interest on the Deposit, to the extent that there is any, the Margin, to the extent that there is any, the particulars of the linkage, to the extent that there is any, and other particulars as may be determined by the Bank.
- 1.3 The Form for Making a Deposit may be submitted through the Channels of Service, all or some of them.
- 1.4 If the Bank agrees to our request as aforesaid and approves the making of the Deposit, at its discretion and without being obliged to do so, there shall apply to the Deposit the provisions of this Letter and the rest of the Account Opening Documentation as well as the terms and conditions contained in the Form for Making a Deposit pursuant to which the respective Deposit was opened for us.
- 1.5 The Banking Services in the Area of Activity "Deposits" which we may request to receive from the Bank from time to time shall be such as the Bank provides from time to time and as is customary at the Bank.
- 1.6 The Bank will renew the Deposit if it renews, as set forth in the Form for Making a Deposit.

## 2. General Conditions for Making Shekel Deposits

- 2.1 The Deposit will bear Interest as specified in the Form for Making a Deposit.
- 2.2 So long as not otherwise expressly stated in writing, the Interest on the Amount of the Deposit shall be calculated on the basis of the actual number of days elapsed during the period from the date on which the respective Amount of the Deposit was deposited and until the date of payment, divided by the whole number of days in that year (365 or 366, as the case may be).
- 2.3 On the Expiry Date of the Deposit, the Repayment Amounts shall be repaid. Repayment of the Repayment Amounts will be effected by debiting the respective Deposit Account with the Repayment Amounts and crediting them to the Current Account maintained within the Account in the currency of the Deposit. If the final Repayment Date or the Renewal Date of the Deposit fall on a day that is not a Business Day, such date shall be postponed to the next following Business Day.
- 2.4 Transactions other than on a Business Day or after the end of a Business Day
  - 2.4.1 Any instruction of ours to make a deposit of any amount to any Deposit Account maintained within the Account which may be given on a Business Day not later than the latest time for making such a Deposit, as such time may be determined by the Bank, will be posted to the Deposit Account on the Business Day on which the Instruction was actually given.
  - 2.4.2 Any instruction of ours to make a Deposit of any amount to any Deposit Account maintained within the Account which may be given:
    - 2.4.2.1 After the latest time for making a Deposit, as determined by the Bank; or
    - 2.4.2.2 After the time fixed for the end of the Business Day at the Branch of the Account; or
    - 2.4.2.3 On a day which is not a Business Day;

Shall be posted to the Deposit Account on the Business Day next following the day on which the Instruction was actually given.

- 2.4.3 Subject to the provisions of the Law regarding interest calculations, a Deposit the Repayment Date of which or the Renewal Date of which falls on a day which is not a Business Day, shall be extended to the next following Business Day after such Date.

- 2.5 Whenever the Interest on the Amount of the Deposit or the Revalued Amount, which may be calculated by the Bank for any period, is at a negative rate, and if the Bank decides to charge its customers as a whole or certain categories of its customers, with interest on any such amounts with respect to which interest at a negative rate was calculated as aforesaid, the Bank may also charge us with such interest, at the rate at which its customers as a whole or the relevant categories of customers are charged.

## 3. Further Conditions for Making Deposits in All Types of Deposits Except for Peri

### 3.1 Withdrawal of a Deposit on a Renewal Date or at an Exit Point

- 3.1.1 We shall notify the Bank in writing of any change in any renewal instruction of the respective Renewed Deposit or of our desire to withdraw the Deposit at any Exit Point, at least two Business Days prior to the respective Renewal Date of the Deposit or Exit Point.

If the Deposit is withdrawn on any Renewal Date or at any Exit Point, the respective Deposit Account will be credited with Interest accrued on the Principal Amount of the Deposit up to such time in accordance with the terms of this Letter and of the respective Form for Making a Deposit.

- 3.1.2 If the Depositor requests to withdraw part of the Amount of the Deposit at an Exit Point, and the partial withdrawal is permitted according to the terms of the Deposit as set forth in the Form for Making a Deposit, the rate of interest (including the rate of the Margin over the basis of the Interest) on the Deposit commencing on the first day following the Exit Point is liable to change but will not be less than the rate of the Interest (including the rate of the Margin over the basis of the Interest) specified on such day on the interest rate board of the Bank for the same category of deposits, for the same amount and for the same period.

### 3.2 Prohibition against early withdrawal

We may not withdraw the Deposit, in whole or in part, prior to the Repayment Date or any Exit Point date, as the case may be. Breakeage of the Deposit is liable to cause the Depositor most substantial damage to the extent of having a very material effect on the principal amount of the Deposit which was deposited by the Depositor. Providing the above clarification is not to be construed as authorizing the Depositor to effect a Breakeage of the Deposit.

## 4. Special Conditions for Making Deposits to Peri

- 4.1 A Deposit bearing daily interest shall bear Variable Interest According to Prime which is calculated after deducting a fixed margin as set forth in the Form for Making a Deposit.
- 4.2 A Deposit bearing daily interest will not be consolidated with other deposits including a Deposit in the category of daily interest, irrespective of whether or not established within this account or within another account held by us, prior to the establishment of the respective Deposit or thereafter.

## 5. Special Conditions for Making Patzam Deposits

- 5.1 For a Deposit of the Patzam type, the Principal Amount of the Deposit of this type and the Interest payable thereon (if it is agreed that interest is payable), are

linked to the Foreign Currency exchange rate as specified in the Form for Making a Deposit.

- 5.2 If the New Rate is higher or lower than the Basic Rate, then the Principal Amount of the Deposit of the Patzam type shall be increased or decreased by the Change Amount, as the case may be. If the New Rate is lower than the Basic Rate, then the amount paid to the Account at the end of the Period of the Deposit is liable to be less than the Principal Amount of the Deposit.

#### **6. Special Conditions for Making a Deposit Linked to the Index**

- 6.1 For a Deposit linked to the Index, the Principal Amount of the Deposit of this type and the Interest payable thereon (if it is agreed that interest is payable), are linked to the Index as specified in the Form for Making the Deposit.
- 6.2 If the New Index is higher or lower than the Base Index, then the Principal Amount of the Deposit Linked to the Index and the Interest payable thereon shall be increased or decreased by the Change Amount as the case may be. If the New Index is lower than the Base Index, then the amount to be paid to the Account at the end of the Period of the Deposit is liable to be less than the Principal Amount of the Deposit.

#### **7. Instructions for the Future**

- 7.1 We may give an instruction to execute a Transaction for the Future with respect to Deposits in Israeli currency and Deposits in Foreign Currency. The agreement of the Bank to accept such an instruction is subject to the following conditions:
- 7.2 The rate of interest carried by the Principal Amount of the Deposit with respect to a new Deposit shall not be less than the rate of interest prevailing at the Bank on the day on which the Transaction for the Future is executed for deposits of the same type, for the same amount and for the same duration.
- 7.3 The possibility of giving an instruction to execute a Transaction for the Future does not apply to all types of Deposits which are or may be in existence.
- 7.4 If on the day intended for executing a Transaction for the Future there is no Deposit of the same type which is open for making deposits with the Bank, whether or not the Deposit is in existence at the time the respective instruction to execute a Transaction for the Future is given, the Bank may refrain from executing the Transaction for the Future and refrain from renewing or adding more money to an existing Deposit, and the Deposit shall be repaid to the Current Account.
- 7.5 Certain Deposits are contingent upon cumulative amounts being deposited and on other conditions as may be determined by the Bank from time to time, and the Bank may cancel them if such or other conditions are not fulfilled.
- 7.6 The Bank may stop subscription to a certain Deposit at any time and without giving any notice or without making any announcement in advance.
- 7.7 Whenever it transpires that at the time an instruction to execute a Future Transaction is given there is no Balance Available for Withdrawal to the credit of the Account, in order to cover in full the amount required to execute the respective Transaction for the Future, the Bank may refrain from executing it at all.
- 7.8 Without derogating from the generality of the foregoing, if the Bank executes the Transaction for the Future and debits the Account and it transpires that there is no sufficient Balance Available for Withdrawal in the Account, the Bank may cancel any such Transaction for the Future and any obligation incurred with respect thereto.
- 7.9 The responsibility for checking the existence of any Balance Available for Withdrawal rests with us at all times. It is not the duty of the Bank to check whether at the time of execution of the Transaction for the Future as aforesaid there is any Balance Available for Withdrawal to cover the debits posted or liable to be posted to the Account at such time.
- 7.10 We shall bear all of the consequences that might arise from the non-existence of any Balance Available for Withdrawal which would have enabled the execution of the Transaction for the Future.

- 7.11 If because of any Transaction for the Future a debit balance in the Account might be incurred, the debit balance in the Account shall bear interest at a higher rate than the interest carried by the Deposit which is the subject of the Transaction for the Future.

- 7.12 We undertake to refrain from giving any instruction to execute a Transaction for the Future which would incur a debit balance in the Current Account or cause any Current Account Facility in the Account, to the extent allocated to us in Current Account, to be exceeded.

- 7.13 If the Bank is unable to execute the Transaction for the Future for the reasons stated above, including by being prevented by operation of law or for any reason beyond the control of the Bank, the instruction to execute a Transaction for the Future shall be deemed to be null and void and without effect, and the Bank shall not be obliged to act accordingly. The Bank shall notify us as soon as possible after the day intended for executing the Transaction for the Future that it was not possible to do so as aforesaid.

#### **8. Special Conditions for Making a Foreign Currency Deposit**

Further to the provisions of this Letter, we may also request the Bank to maintain for us in the framework of the Account activity in Deposits in Foreign Currency. For that purpose we shall also sign a Letter of General Conditions for the Area of Activity "Foreign Currency". If the Bank complies with our request as aforesaid, at its discretion and without being obliged to do so, there shall also apply to the Deposits in Foreign Currency, among other things, the provisions of this Clause 8 below.

##### **8.1 Interest**

- 8.1.1 The respective Amount of the Deposit shall bear Interest as agreed between ourselves and the Bank, at a fixed rate for the whole Period of the Deposit or at a variable rate, all as set forth in the Form for Making a Deposit.
- 8.1.2 So long as not otherwise expressly stated in writing, the Interest on the Amount of the Deposit shall be computed on the basis of the actual number of days elapsed for the period from the date on which the respective Amount of the Deposit was deposited and until the date of payment divided by the full number of days in such year (365 or 366, as the case may be).
- 8.1.3 The Interest accrued on the Amount of the Deposit shall be paid to us by crediting the Current Account in the Foreign Currency of the respective Amount of the Deposit, or by crediting the Account of the Deposit, as agreed between ourselves and the Bank and as set forth in the respective Form for Making a Deposit.

##### **8.2 Making a Deposit other than on a Business Day or after it has ended**

- 8.2.1 In any one of the following cases the Amount of the Deposit which we have instructed to deposit in a Deposit Account shall be deemed to have been deposited in a Deposit Account on the next following Business Day for Foreign Currency after the day on which we gave the instruction to deposit same.
- 8.2.1.1 If we give the Bank an instruction to deposit the respective amount of the Deposit before the end of the Business Day for Foreign Currency, but after the time fixed by the Bank as the latest time for passing instructions in Foreign Currency in accordance with the Rate for Orders Placed for such Business Day for Foreign Currency; or –
- 8.2.1.2 If we give the Bank an instruction to deposit the respective Amount of the Deposit after the time fixed for the end of the Business Day at the Branch of the Account; or –
- 8.2.1.3 If we give the Bank an instruction to deposit the respective Amount of the Deposit on a day which is not a Business Day for Foreign Currency.
- 8.2.2 Adjustment of the Repayment Date



- 8.2.2.1 If in accordance with the provisions of the respective Form for Making a Deposit, the Repayment Date of the Principal Amount of the Deposit or of the Interest accrued thereon falls on a day that is not a Business Day for Foreign Currency (hereinafter in this Clause 8.2.2: **"the Original Date"**), repayment shall be deferred to the next following Business Day for Foreign Currency after the Original Date. In that case, each amount the repayment of which has been deferred as aforesaid shall bear interest also for the period for which the Repayment Date was deferred, all in accordance with the rate of interest applicable to the respective Amount of the Deposit as provided in the Form for Making a Deposit.
- 8.2.2.2 Notwithstanding the foregoing, where the Deferred Date as provided in Clause 8.2.2.1 above falls in the month following the month in which the Original Date fell due, the Repayment Day shall be brought forward to the next preceding Business Day for Foreign Currency prior to the Original Date. In that case, the Amount of the Deposit shall not bear any interest in respect of the remainder of the period up to the Original Date.
- 8.2.2.3 The exception referred to in Clause 8.2.2.2 shall not apply to a Deposit for a fixed number of days.

## 9. Standing Instruction for Deposits

Where in accordance with the respective form for a Standing Instruction or the respective Form for Making a Deposit, the date for executing the Standing Instruction for depositing amounts in a Deposit in Israeli currency is a day which is not a Business Day, then:

- 9.1 For a Deposit which is not Peri – the execution of the Standing Instruction shall be deferred to the first Business Day next following.
- 9.2 For a Deposit which is Peri – the date of execution of the Standing Instruction shall be brought forward to the first preceding Business Day.

## 10. Rights of the Bank, Right of Retention, Set – Off, Lien and Other Rights

Without derogating from any relief available to the Bank by operation of Law or by agreement, the Bank shall have the rights of charge, retention, lien, set-off and other rights as set forth in the Account Opening Documentation and subject to their terms and that includes that the Bank may, when enforcing its aforesaid rights against us, perform its obligations to us ahead of time, prior to their maturity, even if the Repayment Day of the respective Amount of the Deposit has not yet fallen due, and even if the periods during which we may not give instructions for the withdrawal of the proceeds of the Deposit are not yet over.

In such a case, this will affect our rights with regard to the Deposit and inter alia will involve a loss of return, negative interest, will affect the principal amount of the Deposit, will also involve the loss of the exemption from or reduction in income tax and deduction of tax at source, and if there is a partial withdrawal, the rate of interest will be affected and will be less for the balance of the Deposit, and there will also be deducted from the amounts of the Deposit the fees, commissions and charges and the expenses which apply when the Deposit is prepaid. We shall bear all of the aforesaid losses and payments as provided in the Account Opening Documentation on this matter and subject to the provisions thereof.

## 11. Miscellaneous

### 11.1 Charged Deposit

- 11.1.1 We may not withdraw a Charged Deposit, in whole or in part, until the Expiry Date of the Deposit next following the full, final and irrevocable discharge of the obligation secured

by the Charged Deposit (hereinafter in this Clause 11, respectively: **"the Secured Obligation"** and **"the Discharge Day"**).

- 11.1.2 Where the date specified in the respective Form for Making a Deposit as the Expiry Date of the Deposit falls due prior to the Discharge Day, the Deposit will be renewed, according to the type of the Deposit, so as to mature on the Discharge Day.

- 11.1.3 Notwithstanding the provisions of Clause 11.1.1 above, the Bank may allow us to withdraw the Repayment Amounts and to apply them to the Secured Obligation in accordance with the Account Opening Documentation dealing with appropriation of payments.

### 11.2 Prohibition against transfer

The Deposit is not transferable, endorsable, assignable or chargeable in any way to any third party or to any of us, including by way of changing the names of the Depositors of the Deposit, removing or adding a Depositor.

### 11.3 Changes

The Bank may whenever there is a change in any Law or in Bank of Israel regulations in matters of liquidity of any kind, and/or in circumstances in which in the reasonable discretion of the Bank an extreme change occurs in the economy, repay the Deposit even before the Expiry Date of the Deposit, provided only that the Depositor is given due notice thereof.

### 11.4 Liability

In the event of any delay in remitting instructions otherwise than through the negligence of the Bank, no liability shall attach to the Bank for any damage sustained by reason thereof.

### 11.5 Deduction of tax

The Bank shall deduct income tax at source and any other compulsory payment, as it shall be required to deduct under any Law, at the time of payment of any amounts of Interest, Linkage Differences or Exchange Rate Differences which are due to us on account of the respective Deposit, and including at the time of the payment by way of crediting the respective Deposit Account or the Current Account, as the case may be.

## 12. Interpretation and Definitions

- 12.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 12.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 12.3 In this Letter the following terms shall have the meaning as set out next to them:
- 12.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account applicable to the Account.
- 12.3.2 **"Linkage Differences"** – the difference, expressed as a percentage, between the Base Index and the New Index.
- 12.3.3 **"Exchange Rate Differences"** – the difference, expressed as a percentage, between the Base Rate and the New Rate.
- 12.3.4 **"the Deposit Account"** – the Sub- Account maintained within the Account and which enables the Account Holders to execute transactions in the Area of Activity "Deposits".
- 12.3.5 **"the Deposit Day"** – the day on which the deposit of the Principal Amount of the Deposit was recorded in the Account, pursuant to Clause 2.4 above.

- 12.3.6 **"the Renewal Day"** – the day on which the renewal of the Renewed Deposit was recorded in the Account.
- 12.3.7 **"the Repayment Day"** – the day on which pursuant to Clause 2.3 above, the withdrawal of the Principal Amount of the Deposit and the Interest accrued thereon was posted to the Account, if and in as much as in accordance with the terms of the Account Opening Documentation and the respective Form for Making a Deposit we are entitled to such Interest.
- 12.3.8 **"Business Day for Foreign Currency–"** a Banking Business Day in Israel on which commercial banks in Israel and around the world are open for business in the respective money markets, as may be determined at the discretion of the Bank, and on which the Bank and such commercial banks carry on business in the currency of the respective deposit and on which the Bank's branches in Israel are open for business in the currency of the Deposit and carry on business in such currency.
- 12.3.9 **"this Letter"** – this Letter of General Conditions for the Area of Activity "Deposits", as may be amended from time to time.
- 12.3.10 **"The New Index"** – the last known Index on a day determined as the Repayment Date for any amount which is linked to the Index.
- 12.3.11 **"The Base Index"** – the last known Index on the Deposit Day.
- 12.3.12 **"The Latest Time for Making a Deposit"** – the time to be determined by the Bank, from time to time, as the latest time on any Business Day, at which Deposits of the relevant type will be posted to the Account on the Business Day on which they were actually made.
- 12.3.13 **"the Renewal Date"**– the date on which any Renewed Deposit is expressed to be renewed, if renewed, as set forth in the Form for Making a Deposit.
- 12.3.14 **"Depositor"**– us or any of us.
- 12.3.15 **"The Margin"** – the rate or the rates specified in the respective Form for Making a Deposit subtracted from or added to the Basic Interest or the Basic Rate, as the case may be.
- 12.3.16 **"The Change Amount"** –
- 12.3.16.1 For a Deposit linked to a Foreign Currency – an amount equal to the Principal Amount of the Deposit after adding the interest accrued, multiplied by the Exchange Rate Differences on the calculation date.
- 12.3.16.2 For a Deposit linked to the Index – an amount equal to the Principal Amount of the Deposit after adding the interest accrued, multiplied by the Linkage Differences on the calculation date.
- 12.3.17 **"The Revalued Amount"** –
- 12.3.17.1 For a Deposit linked to Foreign Currency – the Principal Amount of the Deposit coupled with interest and after adding the Change Amount.
- 12.3.17.2 For a Deposit linked to the Index – the Principal Amount of the Deposit coupled with interest and after adding or subtracting the Change Amount, as the case may be.
- 12.3.18 **"The Principal Amount of the Deposit" or "The Amount of the Deposit"** – the amount deposited in the respective Deposit Account.
- 12.3.19 **"The Repayment Amounts"** – the Principal Amount of the Deposit and also Interest, Linkage Differences or Exchange Rate Differences, if due to us according to the terms of the Deposit.
- 12.3.20 **"Deposit"** – the deposit deposited in the Account of the Deposit including a Deposit which has been renewed.
- 12.3.21 **"Charged Deposit"** – a Deposit which serves as security for the Bank, including a Deposit which is charged or retained for the benefit of the Bank or a Deposit which serves as a bond for the performance of any obligation of ours towards the Bank in any other way.
- 12.3.22 **"Renewed Deposit"** – a Deposit which we have requested that it be renewed for additional periods subject to and in accordance with the provisions of the Form for Making a Deposit.
- 12.3.23 **"Transaction for the Future"** – any instruction for depositing funds in the Deposit Account, any instruction for partial renewal of the Deposit concurrently with the withdrawal of part of the amount thereof, any instruction for depositing funds in the Deposit Account at an Exit Point so that they be added to an existing Deposit or any instruction for the withdrawal of a Deposit.
- 12.3.24 **"Patzam"** – a Deposit in Israeli currency the Principal Amount of the Deposit of which and the interest are linked to the Representative Rate of a Foreign Currency as specified in the Form for Making a Deposit.
- 12.3.25 **"Peri"** – (an abbreviation for "a deposit bearing daily interest") – a Deposit bearing daily interest which is not linked to any index, which allows amounts to be deposited in the Deposit Account and to be withdrawn from the Deposit Account on any Business Day, provided that the Principal Amount of the Deposit is not less than a minimum amount as determined by the Bank from time to time.
- 12.3.26 **"The Basic Interest"** – the type of basic interest applicable to the Principal Amount of the Deposit as specified in the Form for Making a Deposit.
- 12.3.27 **"The Basic Rate"** – the Representative Rate for any Foreign Currency, for the Deposit Day, after adding the Margin. If on the Deposit Day the Representative Rate for the Foreign Currency was not published for whatever reason, the Base Rate shall be the Representative Rate for the Foreign Currency first to be published after the Deposit Day in addition to the Margin as aforesaid.
- 12.3.28 **"The New Rate"** – the rate of exchange most recently determined and published before the morning of the Repayment Day of the Deposit, after subtracting the Margin as specified in the clause "Particulars of the Transaction" in the Form for Making a Deposit.
- 12.3.29 **"The Representative Rate"** – the rate published by the Bank of Israel as being the representative rate of exchange of any Foreign Currency, or, if the Bank of Israel does not publish at its usual time the representative rate of exchange of such Foreign Currency, any other rate of exchange of such Foreign Currency published by a competent authority and which is determined by the Bank as being a representative rate of exchange for such Foreign Currency for customers of the Bank taken as a whole. If no other representative rate of exchange is determined by the Bank as aforesaid, the Representative Rate shall be the Average Rate.
- 12.3.30 **"The Average Rate"** – the arithmetic mean between the Bank's Customary Selling Rate (without any concessions or improvements and without adding any exchange commission, tax, levy, compulsory payments or other payments and such like) of any Foreign Currency, and the Bank's Customary Buying Rate (without any concessions or improvements and without deducting any tax,

- levy, compulsory payments or other payments and such like) of such Foreign Currency.
- 12.3.31 **“Interest”** – interest at a nominal rate as specified in the Form for Making a Deposit.
- 12.3.32 **“Annual Accrued Interest”** – interest computed on the straight-line method (on a linear basis) and which, in accordance with the Period of the Deposit, the Deposit Account will be credited therewith at the first Exit Point after 365 or 366 days, as the case may be, or the Current Account will be credited therewith when the Deposit is withdrawn.
- 12.3.33 **“Variable Interest According to Prime”** – interest which consists of Basic Interest at the rate of Prime after deducting or adding a specified margin and which is computed from the Deposit Day and up to the Expiry Date of the Deposit.
- 12.3.34 **“Breakage of the Deposit”** – withdrawal of the Deposit or part thereof, as the case may be, otherwise than on the Expiry Date of the Deposit or otherwise than at an Exit Point.
- 12.3.35 **“The Linkage Rate”** – the rate of linkage to the Index as specified in the Form for Making a Deposit.
- 12.3.36 **“Expiry Date of the Deposit”** –
- 12.3.36.1 For a Deposit which is not a Renewed Deposit – the date specified in the Form for Making a Deposit as the date on which the deposit thereof into the Deposit Account will terminate.
- 12.3.36.2 For a Renewed Deposit – the date as aforesaid, or if the Deposit is renewed, the date to which the validity of the Deposit has been extended (final repayment).
- And in as much as the Deposit or the Renewed Deposit, as the case may be, is withdrawn by us at any Exit Point – the date of any respective Exit Point.
- 12.3.37 **“Exit Point”** – a day, or days, specified in any Form for Making a Deposit on which we may withdraw the Deposit even before the Expiry Date of the Deposit.
- 12.3.38 **“The Period of the Deposit”** – the period from the day on which the Deposit was made and until the Expiry Date of the Deposit.



**1. General**

- 1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Securities". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 The Banking Services in the Area of Activity "Securities" which we may request from the Bank from time to time, shall be those which the Bank may grant from time to time and as are usual at the Bank.
- 1.3 Buying and selling Securities for the Account shall be effected by the Bank in accordance with the instructions given by us to the Bank from time to time and subject to all of the regulations by which it is bound and in conformance with the provisions of the Account Opening Documentation and the Further Conditions.

**2. No Short Sale**

- 2.1 We undertake not to give any instruction to sell without there being in the Account Securities of the type and in sufficient quantity to execute the respective instruction to sell.
- 2.2 Whenever we give the Bank instructions to sell Securities, the Bank is under no obligation to check whether there are in the Account Securities of the type and in sufficient quantity to execute the respective instruction to sell and the Bank shall be exempt from any liability following or in connection with the sale of the Missing Securities.
- 2.3 If it transpires that there were not in the Account Securities of the type and in sufficient quantity to execute the respective instruction to sell, or if it transpires that we were not free or entitled to sell, for whatever reason, the Securities specified in the respective instruction to sell (hereinafter: **"the Missing Securities"**), the Bank may, without affecting its right to act in any other way, buy back the Missing Securities, at such time and at such price as the Bank may deem fit, according to the circumstances of the case, and the Bank may debit the Account with the amount according to the aforesaid time and price at the discretion of the Bank, which is required to buy the Missing Securities, in addition to the fees, commissions and charges of the Bank and any tax, levy, compulsory payments or other payments required of the Bank on account of buying the Missing Securities, including the indemnification of the Bank on account of any payment which the Bank may be charged by the Stock Exchange in connection with the Missing Securities.

**3. Realization of Securities by the Bank**

Without derogating from any relief available to the Bank by operation of Law or by agreement, the Bank shall have rights of charge, retention, lien, set-off and other rights as provided in the Account Opening Documentation and subject to the terms thereof, and the Bank may, at any time, sell all or some of the Securities credited to the Account, even without an instruction to sell from us, at such time and at such price as the Bank deems fit, at its reasonable discretion, and apply the net proceeds from the sale of the Securities as aforesaid to the full or partial discharge of any Indebtedness in the Account or any other account of ours or of any of us, all without derogating from the right of the Bank to employ any other means in order to discharge any Indebtedness in any of our accounts and/or any of the accounts of any of us as aforesaid.

**4. No Exceeding the Limit and the Right of the Bank Not to Honour Instructions**

- 4.1 We undertake not to give any instruction to buy Securities without there being in the Current Account whenever an instruction to buy or any transaction arising therefrom is being executed, a Balance

Available for Withdrawal in an amount sufficient to execute the respective instruction to sell.

- 4.2 In cases where the Bank has the right not to honour instructions to execute Transactions for the Account under the Account Opening Documentation, and that includes in case the Balance Available for Withdrawal, or, if and in as much as there may be allocated to us for the Account a Current Account Facility, the balance available for utilization on account of such Current Account Facility, is insufficient for the execution of any instruction of ours to buy, in whole or in part, or for the execution of any act predicated by the instructions which we have given to the Bank, including the exercise of options or rights, the Bank may at any time, including after receiving the instruction to buy as aforesaid, act in one or more of the following ways, without having to give any prior notice:

4.2.1 Refrain from executing the instruction to buy, in whole or in part, or any act arising therefrom or in connection therewith, in whole or in part.

4.2.2 In case of an instruction to buy being administered within the framework of a Standing Instruction, suspend such Standing Instruction.

4.2.3 Sell the Securities purchased or allotted to us under such instruction to buy and if that is not sufficient to discharge the debit balance in the Account, also sell all the other Securities which we have or may have standing to our credit in the Account or in any other account of ours or of any of us with the Bank, in whole or in part, at any time and at any price as the Bank deems fit, at its reasonable discretion, and apply the net proceeds from the sale of the Securities, as aforesaid, to the full or partial discharge of the aforesaid debit balance, all of the foregoing without derogating from the right of the Bank to employ any other means to obtain payment of the aforesaid debit balance by us.

- 4.3 The aforesaid in no way obliges the Bank to sell the Securities, in whole or in part, or any other Security in order to cover any such debit balance of ours in any account with the Bank and the Bank may employ against us any other means to collect any such debit balance.

**5. Partial Execution**

- 5.1 If the Bank is unable to execute any instruction to buy which we have given in full, for whatever reason, the Bank may execute the instruction to buy in part or not execute it at all, at its discretion.
- 5.2 The execution of any one instruction (in whole or in part) shall in no way oblige the Bank to execute any other instruction (in whole or in part).
- 5.3 Without derogating from the generality of the provisions of this Clause, any instruction to buy which we may give to the Bank may be executed by the Bank, in whole or in part, all at once or a number of times, at one or more buying prices for Securities, and it might not be executed at all.

**6. Purchase or Sale Amount**

The amount reported by the Bank shall be deemed to be the purchase or sale amount for the purpose of determining the credit or the debit to the Account, even if there were recorded on the Stock Exchange on the buying or selling day transactions executed at a lower or higher price, as the case may be.

**7. Debiting and Crediting the Account**

The Current Account shall be debited or credited with the sale amounts or with the purchase amounts according to the transactions executed for the Securities Account, including according to the purchase amounts of Securities in accordance with an instruction to purchase from an issue.

**8. Purchase in Procedures of Competitive Bidding**

- 8.1 We undertake to give the Bank a purchase instruction in an issue, tender or preliminary tender (hereinafter in this Clause 8: **"the Competitive Bidding**

**Procedures**") only after the terms of the documents of the issue, tender or preliminary tender are known to us, and we confirm to the Bank that we are entitled to participate in them and we deliver to the Bank any document required therefor.

8.2 We undertake to obtain Securities which we sought to purchase in the framework of a purchase instruction in the Competitive Bidding Procedures pursuant to the terms of the documents of the issue, tender or preliminary tender and subject to the provisions of the incorporation papers of the corporation that issued the respective Securities, subject to the terms of the Competitive Bidding Procedures and in accordance with their results.

8.3 Without derogating from the Account Opening Documentation, a purchase instruction in the Competitive Bidding Procedures shall be executed by the Bank subject to and in accordance with the quantity of the Securities and the price of the Securities as they may be in accordance with the results of those procedures.

8.4 The purchase of Makam (short term bills) in a tender of the Bank of Israel is subject to general terms and conditions displayed on the website of the Bank of Israel. According to the terms of the tender, the Bank of Israel has limited its liability for any loss, damage, expense or detriment of any kind which may be incurred by a bank participating in the tender or by any third party, including customers, all as set forth in the terms of the tender. Accordingly, the Bank will not be liable to any purchaser in a tender of Makam through the Bank, for any damage such purchaser may incur, in cases where the Bank of Israel is exempt from liability under the terms of the tender; the foregoing except if the Bank acted wilfully or negligently.

## 9. Option Right

9.1 Whenever we have an option right, we undertake to give the Bank clear instructions in good time, and not later than the times fixed by the Bank or notified to us, as to the manner in which we may wish to act with reference to the option right.

9.2 Whenever we do not notify the Bank in good time and not later than the time fixed by the Bank for giving notice or notified to us by the Bank, of our decision regarding the option right, the Bank may act in our name and stead according to the rules of the Stock Exchange, if there are any, and in the absence thereof the Bank may act (or refrain from acting) in so far as concerns the option right as aforesaid in its discretion.

## 10. Untimely Execution

The Bank shall be exempt from any liability for any damage, loss and expense which may be incurred by us directly or indirectly as a result of any delay in transferring for execution any trading instruction, or as a result of any delay in executing such trading instruction, provided that the damage or the loss or the expense were not within the control of the Bank and the Bank employed reasonable measures to prevent them. Any delay or untimely execution of any instruction to sell or any instruction to buy, may be caused, inter alia, by overloaded communication systems for transmitting instructions to sell or instructions to buy as aforesaid to the Stock Exchange or as a result of computer malfunction or other causes not within the control of the Bank.

## 11. Payment of Indebtedness

In addition to payment of the purchase amount, including in case of purchase following upon the exercise of an option right, we also undertake to pay the Bank, immediately on its first demand, all of the payments specified below:

11.1 All of the fees, commissions and charges and the expenses (as listed in the Scale of Charges the amounts or rates of which are stated therein) in connection with executing the respective instruction to buy or instruction to sell, as well as management fees, handling fees and other fees, commissions and charges, all in accordance with the Bank's Scale of Charges as they may be at the time of execution of the respective instruction.

11.2 All of the other expenses incurred by the Bank in connection with the execution of the respective instruction to buy or instruction sell (such as, but not only: the cost of telephone calls, postage, sending telexes, faxes etc.) as they may actually be incurred, subject to the provisions of any Law.

## 12. Taxes and Compulsory Payments

12.1 If a taxable event occurs with respect to the Securities in the Account or if the execution of any instruction involves any payment of tax, levy, deduction at source or any other compulsory payment under any provision of Law (hereinafter in this Clause 12: **"Payment of Tax"**), then the Bank may make the Payment of Tax, by debiting the Current Account with the amount which may be required for the Payment of Tax (hereinafter: in this Clause 12: **"the Debit"**) or by way of deduction at source of the Payment of Tax from the proceeds to be received for the Account for the execution of the instruction (hereinafter in this Clause 12: **"the Deduction"**), all of the foregoing at the discretion of the Bank.

12.2 If for any reason, the Bank does not execute the Debit or the Deduction or is required to amend it, the Bank may debit the Account with any amount which may be required to make the Payment of Tax, at any future time, the future Debit to be executed with good value on the date the Bank would be required to pay, collect or deduct the Payment of Tax. We give the Bank irrevocable instructions and authorization to effect the future debit as aforesaid.

## 13. Communication of Information

13.1 Without derogating from the generality of the foregoing, the Bank shall deliver to the Stock Exchange or to the Securities Authority information about us, about the Account or the transactions in the Securities, on demand by them, and in as much as the communication of the information is mandatory by operation of Law and in as much as it is fundamentally in the public interest or where necessary in order to protect a fundamental interest of the Bank or for purposes of legal defence or with our consent or intended for our benefit.

13.2 If the execution of any instruction of ours shall require, according to law, any report to be made to the tax authorities, we undertake to deliver to any tax authority concerned any report and any information requested by it. Furthermore, and without derogating from our aforesaid undertaking, the Bank may deliver any information and any report, as aforesaid, to the tax authorities, according to the information held by the Bank, and in as much as the communication of the information is mandatory by operation of Law and in as much as it is fundamentally in the public interest or where necessary in order to protect a fundamental interest of the Bank or for purposes of legal defence or with our consent or intended for our benefit.

13.3 The delivery of such reports by the Bank shall not be deemed a breach of the duty to observe bank secrecy or any other duties which the Bank may have towards us.

## 14. Collection of Proceeds of Securities

14.1 The Bank may collect on our behalf any interest, dividend, amounts of principal when due for redemption and revenues and other proceeds which may become due to us on account of Securities which are listed for trade on the Stock Exchange which may be registered from time to time in favour of the Securities Account (hereinafter in this Clause 14: **"the Proceeds of the Securities"**).

14.2 The Bank will post the Proceeds of the Securities (the net proceeds after all the deductions required to be made by Law or by agreement) to the credit of the Account, unless otherwise agreed to in writing between ourselves and the Bank. The Bank will credit the Account with the Proceeds of the Securities only if the Proceeds are actually received by the Bank.

14.3 The Bank will ascertain whether among the Securities there are Securities which are due for redemption by

lot or in any other way and will collect the proceeds thereof as and when due for redemption as aforesaid. The Bank will not be liable for any damage liable to be incurred by us as a result of any delay or error in examining such Securities and/or as a result of any delay and/or error in connection with the collection thereof beyond the control of the Bank.

## 15. Liability of the Bank

- 15.1 The Bank will be exempt from any liability for any damages on account of the loss of the Securities, their decline in value and any expenses which may be incurred by us, provided that the Bank will not be exempt if the damage, the loss, the decline or the expenses were incurred as a result of the Bank's negligence. Moreover, the Bank shall not bear any responsibility for any consequence arising from complying with rules and regulations of any competent authority including rules and regulations concerning suspension or interruption of trading in securities generally or in any particular security in Israel or abroad.
- 15.2 The Bank shall not be obliged to keep the Securities recorded to the credit of the Account on the Stock Exchange and in the clearing house of the Stock Exchange separate from the Securities recorded to the credit of accounts of other customers of the Bank.
- 15.3 The execution and clearance of any instruction to buy or to sell Securities (and any crediting or debiting arising from the instruction) shall not be final until an absolute (final) confirmation is received from the Stock Exchange that it has been cleared. If we have given an instruction to buy a Security and the transaction has not been finally cleared by the clearing house of the Stock Exchange and has been defined by the Stock Exchange as "a pending transaction" or "a failed transaction" or if we have been given an instruction to sell a Security which is the subject of a transaction which has been defined as "a pending transaction" or "a failed transaction", all of the risks, damages, charges, expenses and payments on account of the execution, cancellation or the reinstatement of transactions made with respect to any Security which is the subject of "a pending transaction" or "a failed transaction" shall be borne by us, including payments on account of company events with respect to the aforesaid Security

## 16. Compliance with the Rules and Regulations of the Stock Exchange

- 16.1 The Bank will act in accordance with the procedures, articles, rules (including the rules of trading), regulations and by-laws of the Stock Exchange and in accordance with the directives of the Board of Directors of the Stock Exchange as they may be from time to time (hereinafter in this Clause 16: **"the Rules of the Stock Exchange"**), including in accordance with the requirements pertaining to the delivery of information about transactions in the Securities recorded to the credit of the Securities Account.
- 16.2 The execution of any instruction to buy or instruction to sell or any transaction in Securities shall be subject to the Rules of the Stock Exchange.

## 17. Suspension of Trading

- 17.1 If after an execution instruction is given with respect to any Security, but before the execution of the execution instruction as aforesaid, there is a general suspension of trading in that Security or on the exchange on which the Security is traded, for any reason (hereinafter in this Clause 17: **"Suspension of Trading"**), and trading in that Security or trading on the exchange on which such Security is traded is not resumed on the same day on which there was a Suspension of Trading, the execution instruction shall not be executed by the Bank and shall be deemed cancelled. Such execution instruction shall not be deemed cancelled if trading in such Security or trading on the exchange on which such Security is

traded, as the case may be, is resumed on the same day the Suspension of Trading occurred.

- 17.2 Without derogating from the generality of the provisions of Clause 17.1 above, also an instruction for future execution of a sale or a purchase of any Security, which is conditional upon the price of the Security (hereinafter in this Clause 17: **"the Condition for Executing the Instruction"** and **"the Conditional Execution Instruction"**), shall not be executed if the Condition for Executing the Instruction falls on a day on which there is a Suspension of Trading.
- 17.3 Notwithstanding the provisions of Clause 17.1 above, the Conditional Execution Instruction shall also not be deemed cancelled if the Condition for Executing the Instruction occurs on a day on which there is a Suspension of Trading, but shall be executed on the first trading day on which there is no Suspension of Trading, and on which the Condition for Executing the Instruction is also fulfilled, provided that the validity of the Conditional Execution Instruction has not lapsed at or before such time.

## 18. Notice of Execution of a Transaction in Securities

- 18.1 The Bank shall give us once a month, or once per other period as shall be customary at the Bank from time to time, notice in writing of each transaction in Securities which has been executed on our behalf. The notice shall include, for each execution instruction to which it refers, all of the following particulars:
  - 18.1.1 The day of execution of the transaction.
  - 18.1.2 The name of the Security and its number.
  - 18.1.3 The quantity of the respective Security bought or sold.
  - 18.1.4 The quantity of the Security which was recorded as standing to the credit of the Securities Account after the execution of the transaction.
  - 18.1.5 The amount with which the Current Account was debited or credited, as the case may be.
  - 18.1.6 The amounts of the fees, commissions and charges charged to the Current Account for the execution of the execution instruction.

## 19. Statement of Securities Account

- 19.1 The Bank will send us at least once a year, at a time to be determined by the Bank (hereinafter in this Clause 19: **"the Time of Annual Dispatch"**), a statement of the Securities recorded as standing to the credit of the Securities Account as at the Time of Annual Dispatch (hereinafter in this Clause 19: **"the Annual Statement"**).
- 19.2 Without derogating from the provisions of Clause 19.1 above, we may produce a similar statement at any time by means of self-service machines of the Bank which enable statements to be produced by activating them with a magnetic card (hereinafter in this Clause 19: **"the Self – Service Statement"**).
- 19.3 Notwithstanding the provisions of Clause 19.1 above, if we have produced a Self-Service Statement during the six months which preceded any Time of Annual Dispatch, the Bank will not send the Annual Statement which was scheduled to be sent at the next following Time of Annual Dispatch following the date on which we produced the Self-Service Statement.

## 20. Exemption from Sending Notices

The Bank shall send us notices only where there is a duty in Law to send same and the Bank shall not be bound to send us notices in any of the cases where such is not required by Law, including the following matters with respect to which no notice will be sent on behalf of the Bank:

- 20.1 Notices generally given to holders from the public of Securities of public companies in the framework of publications of the Stock Exchange or in the framework of publications of the public companies or in the framework of the Stock Exchange and any other exchange which may operate in accordance with law and any other authority.



- 20.2 Notices concerning payment of future dividend by mutual funds or exchange traded funds.
- 20.3 Notices concerning payment of interest or dividend, the amount of which does not exceed the amount determined by the Bank from time to time and which is published on the notice boards at the branches of the Bank.
- 20.4 Notices concerning the holding of general meetings of public companies.
- 20.5 Balance sheets, annual reports and other reports of corporations that have issued Securities.

## 21. Miscellaneous Provisions

- 21.1 Instructions to buy and instructions to sell shall be given by us or by an Authorized Person on our behalf in writing or in any other way which may be agreed between us and the Bank in writing.
- 21.2 The execution instructions will be given by us at our sole and independent discretion.  
Transactions in Securities have special characteristics and bear special risks and in particular with reference to transactions of certain types such as: exchange traded funds, reverse certificates, covered warrants, structured debentures and complex certificates (hereinafter: **"Transactions at Risk"**), including:
  - 21.2.1 Forced redemption date; and
  - 21.2.2 Forced expiry date; and/or
  - 21.2.3 A risk that on the conversion, exercise or maturity dates of the Security there will be obtained proceeds which are less than the amount obtainable according to the conversion, exercise or maturity formula of such Security or that no proceeds will be obtained in respect thereof, and our entire investment in the Security will be lost.
- 21.3 In addition, for Transactions at Risk there are special conditions, reservations and restrictions.
- 21.4 For Transactions at Risk we should take into account the maximum risk involved in an investment which we may make, and there is a possibility of losing our entire investment in the Securities.
- 21.5 Should we give an instruction to sell charged or attached Securities, the sale amount with respect thereto shall also be charged or attached, as the case may be.
- 21.6 If the Bank buys or sells Securities in the Securities Account other than in accordance with an instruction to buy or other than in accordance with an instruction to sell or other than in accordance with the terms of the Account Opening Documentation (hereinafter: **"an Irregular Transaction"**), the execution of an Irregular Transaction as aforesaid shall not have the effect of debiting or crediting the Securities Account and such Irregular Transaction shall be deemed to be for the Bank's credit or debit alone, as the case may be. We shall not be at liberty to approve an Irregular Transaction retroactively.
- 21.7 Conditions for effecting an external transfer of a Security
  - 21.7.1 We undertake that if we submit a request to transfer a Security, we shall not give an instruction to sell the Security designated for transfer. Furthermore, we instruct the Bank to cancel any such instruction for our account if there is any.
  - 21.7.2 Only Securities that are in our Account on the day of actual transfer by the Bank shall be transferred.
  - 21.7.3 The duration of the transfer does not depend on the Bank alone but on third parties and accordingly, in any event a transfer will only be final upon receipt of confirmation of the transfer from the receiving bank.
  - 21.7.4 There may be instances where the transfer cannot be effected, including on account of directives of the Tel-Aviv Stock Exchange.
  - 21.7.5 The Bank will deduct tax at source with respect to any transfer of Securities, if it is required to deduct same in accordance with

the provisions of the Law as they may apply from time to time.

- 21.7.6 Various company events which may occur can affect the time and manner of the execution of the transfer and/or our entitlement in connection with the company event, and it may be that a certain Security may only be transferred in part and it may be that it cannot be transferred at all.

## 22. Special Conditions for Execution Instructions in Securities

- 22.1 Nominal values  
The purchase amount or the sale amount of Securities, as the case may be, will be determined according to the quantity (nominal value) recorded in the respective execution instruction. This value will change each time there is a distribution of rights or bonus shares or bonus units, as the case may be.
- 22.2 Partial execution  
If the Bank is unable to buy or sell, as the case may be, the whole quantity of the Securities specified in the respective execution instruction, the Bank may execute the execution instruction in parts or not at all.
- 22.3 The Bank's responsibility  
Without derogating from the provisions of the Account Opening Documentation dealing with Channels of Service, where an execution instruction is given by telephone, by fax, through a terminal or Trading Services (as defined in Clause 26.1 below) or in any other way, the Bank shall not be responsible for any error as a result of any failure of communications, disruption, malfunction or interference, provided that they were not within the control of the Bank and the Bank could not have prevented them by reasonable effort.
- 22.4 Standing Instructions  
We may cancel or change any Standing Instruction for executing execution instructions for Securities, subject to the provisions of the Account Opening Documentation in relation to Standing Instructions.
- 22.5 Changes in information particulars concerning Securities  
The information particulars concerning Securities or any of them are subject to change in accordance with the change in market conditions and the provisions of the issue documentation

## 23. Mutual Funds

- 23.1 Conditions for Buying Units in Mutual Funds
  - 23.1.1 If we do not pay immediately the purchase amount for units for which we have given an instruction to buy or if the Balance Available for Withdrawal from the Account is insufficient to pay the purchase amount, the Bank may redeem the units which are the subject of the aforesaid instruction to buy or sell other Securities which are recorded or which may be recorded as standing to the credit of the Securities Account, in whole or in part, at any time and at any price as the Bank deems appropriate as the case may be, in its discretion. The Bank may apply the proceeds of the sale of the units or such Securities to payment of the aforesaid purchase amount. If after the redemption of the units or the sale of the Securities there remains any debit balance in the Account, we undertake to repay such debit balance to the Bank immediately upon the Bank's first demand.
  - 23.1.2 The Bank may suspend the execution of an instruction to buy under a Standing Instruction without any need for prior notice to us in any case where in the Current Account the Balance Available for Withdrawal is insufficient to pay the purchase amount.
- 23.2 Conditions for Selling Units in Mutual Funds
  - 23.2.1 The Bank may suspend the execution of an instruction to sell under a Standing Instruction without any need for prior notice

- to us in any case where in the Securities Account there no longer remains an appropriate balance of units.
- 23.2.2 We undertake that all of the units are duly credited to the Account and we are free to sell them. If it transpires that for any reason we were not free to sell them, we shall pay the Bank on its first demand the purchase amount required to repurchase the units which were sold by us as aforesaid, at any time and price as the Bank deems fit, in its discretion, or at the option of the Bank, the sale amount which was credited to the Account for the sale of the units as aforesaid.
- 23.2.3 If units are charged or attached, or subject to the rights of the Bank, their proceeds shall be charged or attached or subject to the rights of the Bank.
- 23.2.4 The Bank shall execute instructions to sell units so long as there is no legal or other impediment to do so.

## 24. Distribution Commission

Pursuant to the provisions of the Regulation of the Business of Investment Advising, Investment Marketing and Investment Portfolio Management Law, 5755-1995 (hereinafter: **"the Advising Law"**), the Joint Investment Trust Fund Law, 5754-1994, the Joint Investment Trust Fund (Classification of Funds for Purposes of Publication) Regulations, 5767-2007, the Joint Investment Trust Fund (Assets which May Be Bought and Held in a Fund and Their Maximum Proportions) Regulations, 5754-1994 and the Joint Investment Trust Fund (Distribution Commission) Regulations, 5766-2006 (hereinafter in this Clause 24: **"the Funds Regulations"**) (all as they may be from time to time), the following terms and conditions apply:

- 24.1 In this Clause 24 the following terms shall have the meaning as set out next to them:
- 24.1.1 "Distribution Agreement for Funds" – a distribution agreement between the Bank and the Fund Manager.
- 24.1.2 "the Commencement Date" – 1st April, 2006.
- 24.1.3 "a Unit in a Fund" – participation units in mutual funds, including units in an Israeli combination or in a foreign combination.
- 24.1.4 "Fund Managers" – companies managing mutual funds including a combination of funds.
- 24.1.5 "Distribution Commission for Funds" – commissions, including distribution commissions, payable from time to time by Fund Managers to the Bank on account of a Unit in a Fund managed by them as determined or may be determined in a Distribution Agreement for Funds.
- 24.2 Commencing on the Commencement Date, Fund Managers pay to the Bank a Distribution Commission for Funds on account of a Unit in a Fund managed by them, as determined or as may be determined in Distribution Agreements for Funds, and subject to the Funds Regulations.  
The Distribution Commission for Funds is and will be payable to you for each day (including Saturdays, holidays, holiday eves and every day on which the Bank is closed to the public) on which there is or may be held through you, to the credit of any account of mine with you, including a joint account with another/others, a Unit of a Fund, irrespective of whether the Units in a Fund were posted to the Account when purchased or by being transferred from another account with the Bank or from any other Stock Exchange member.
- 24.3 The Distribution Commission for Funds shall be at the maximum rate or the maximum amount permissible for a bank to charge, under the Funds Regulations, as they may be from time to time, and it shall be paid to the Bank by the Fund Managers for each day and for each Unit in a Fund under the management of such Fund Managers, which is distributed/held through the Bank (irrespective of whether such Unit was purchased or transferred to the credit of the Account prior to the Commencement Date (with the exception of Units in a Fund which the company which managed it on 10th August, 2005 was not

controlled by the Bank) or thereafter, including for a Unit which was purchased by a portfolio manager controlled by the Bank, with the exception of a Unit which was purchased by a portfolio manager which is not controlled by the Bank and so long as the Account is managed by the portfolio manager), for each day that a Unit under the management of the Fund Managers is or may be held through any account of ours with the Bank, including a joint account with another/others, all of the foregoing in accordance with the Distribution Agreement for Funds.

- 24.3.1 The rate or amount of the Distribution Commission for Funds for each day and for each Unit in the Fund, shall be determined and calculated by multiplying the relevant redemption price of each Unit in the Fund, according to the Funds Regulations, by the maximum rate of the Distribution Commission according to the Funds Regulations, according to the rate of the commission for each category of fund according to the Funds Regulations. The daily rate or amount of the commission shall be multiplied by the number of days held, including Saturdays and holidays and each day on which the Bank is closed or on which service is not given to the public
- 24.3.2 The rate of the Distribution Commission for Funds, for each day held, as of the date of entering into this Letter, for each Unit in the Fund, is 0.2% / 365 for a Category 1 Fund, 0.35% / 365 for a Category 3 Fund and 0.1% / 365 for a Category 4 Fund, according to the definition of these categories of Funds in the Funds Regulations, the amount of the commission, for the whole period held and for each Unit in the Fund, being determined by multiplying the rate of the commissions, as aforesaid, according to their categories by the relevant daily redemption price of each Unit in the Fund, multiplied by the number of days held (including days on which the Bank is closed for service to the public), as provided in the Funds Regulations.
- 24.4 If any change in the Funds Regulations prescribes a change in the classification of the Funds or in the maximum rate of commission it is permissible to charge, the Fund Manager shall pay the Bank and the Bank will receive a distribution commission for the Units in the Fund which is calculated and determined according to the new classification and the new maximum rate which it is permissible to pay and receive, as it may be from time to time, either according to the category of the Fund or otherwise, all in accordance with the agreement between yourselves and the Fund Manager.
- 24.5 Redemption of Units in any Fund the Units of which were held in the Account on the Commencement Date, shall be effected and shall be deemed effected first from the balance of the Units which were in the Account on the Commencement Date and/or which were purchased prior to the Commencement Date, until no Fund Units purchased prior to the Commencement Date are held in the Account, all in accordance with the agreement between the Bank and the Fund Manager.
- 24.6 The provisions of the above clauses shall continue to apply, and the Fund Manager shall continue to pay the Bank a Distribution Commission for Funds, in accordance with the aforesaid rules, according to the balance of Units in the Funds managed by the Fund Manager and held in our accounts with you, even if the contractual relationship between the Bank and the Fund Manager has expired or lapsed, for whatever reason, all of the foregoing being subject to the Distribution Agreement for Funds.
- 24.7 For all the Units in the Fund which we shall instruct you to purchase or which are held or may be held in the Account and with respect to which the Bank has no valid distribution agreement for Funds with the

Fund Manager or no such distribution agreement is applicable thereto, the Bank will charge us, once a month or when the Units in the Fund are sold, whichever is the earlier, by debiting the Account, without need for any further notice or approval or consent, for each day for which such Units in the Fund were held in the Account, a commission at the maximum rate or for the maximum amount of distribution commission which it is permissible to charge the Fund Manager, as it may be from time to time and shall be calculated in accordance with the Funds Regulations.

- 24.8 Commencing on the day on which it will be permitted by Law, for companies that manage foreign funds or for foreign funds or for companies that distribute foreign funds (hereinafter in this Clause 24.8: **“Foreign Fund Managers”**) to pay you, from time to time, fees or commissions, including counselling fees or a distribution commission for Units of a foreign fund, managed by them or distributed by them (hereinafter in this Clause 24.8: a **“Foreign Fund Commission”**), as may be prescribed by Law or in agreements between the Bank and the Foreign Fund Managers (hereinafter in this Clause 24.8: **“Foreign Fund Agreements”**), the Bank will be paid for counselling or holding units of a foreign fund, a Foreign Fund Commission at the maximum rate or for the maximum amount permissible by law, as it may be from time to time, for each day (including for days which are not Business Days or the Bank is not open for service to the public) for which a Unit of a foreign fund is or may be held, to the credit of any account of ours with the Bank, including a joint account with another/others irrespective of whether the Units as aforesaid were posted to the Account when purchased or by being transferred from another account with the Bank or from another Stock Exchange member, irrespective of whether following counselling or not. The provisions of the above clauses shall apply, mutatis mutandis, subject to the provisions of the Law, to collection, payment and calculation of a Foreign Fund Commission.
- 24.9 Distribution Commissions for Funds or a Foreign Fund Commission shall apply and be charged irrespective of whether the transaction was executed through the branch or by any other Channel of Service or in any other way, manner or means.

## 25. Stop Loss Orders

### 25.1 Scope of the service

The Bank may determine from time to time, and at its discretion:

- 25.1.1 When the possibility begins and ends of giving stop loss orders and the types thereof (hereinafter: **“the Service”**);
- 25.1.2 The types of Securities or the specific Securities or the financial assets for which the Service may be provided;
- 25.1.3 The minimum or the maximum quantity for which orders of this type may be given;
- 25.1.4 The types of stop loss orders to be initiated, if at all, their meanings, conditions and contents (such as: conditions of stop loss or conditions of limit price for communicating the order to the Stock Exchange or for execution, the period for which the order is valid, the date and/or terms of expiry thereof) and the rules for giving the orders and the execution thereof.
- 25.1.5 When the Bank shall cease to provide this service, and it may do so at any time it chooses.

### 25.2 The types of stop loss orders and the terms and conditions pertaining thereto

- 25.2.1 The following rules and regulations will apply to stop loss orders of any kind:
- 25.2.1.1 This order may refer only to orders to sell and not to orders to buy, and only with reference to transactions to be executed on the Stock Exchange and not to off-floor

transactions, it being obligatory for the order to sell to include and to specify a stop loss price (trigger) which is the price which only when there is executed on the Stock Exchange, in the Security which is the subject of the order, a transaction at that price, or at a lower price if the previous transaction price was higher than the price specified in the order, or at a lower price if the transaction which was executed is the first transaction of the trading day (hereinafter and hereinafter: **“stop loss price (trigger)”**), the order to sell will be passed or sent for trading or execution to the Stock Exchange and will be recorded on arrival in the order book of the Stock Exchange or be matched forthwith with a reverse order in the order book, as the case be, and until such time the order will not be passed to the Stock Exchange and will not be recorded in the order book of the Stock Exchange, but will be put on hold by the Bank until the Security which is the subject of the order is traded at one of the prices as aforesaid, so that it will then be passed and recorded as aforesaid.

- 25.2.1.2 The stop loss price must be less than the price when the order is given. A stop loss price cannot be determined which is higher or the same as the price when the order to sell is given. The foregoing will not apply on the first trading day for the Security which is the subject of the order.

- 25.2.1.3 A stop loss order will be submitted only at the stage of continuous trading.

- 25.2.1.4 The Bank will not give us any advance notice of the expiry or possibility of expiry of a stop loss order, no matter what the reason is for the expiry or possibility of expiry.

- 25.2.1.5 We will not be given the possibility of giving a corresponding order to sell for the quantity for which the stop loss order was given.

- 25.2.1.6 A stop loss order cannot be changed, but can be cancelled, provided that the instruction to cancel is accepted by the Bank's computer before the previous order was passed for trading or execution to the Stock Exchange. After an instruction to cancel has been given and accepted, a stop loss order can be given with other prices.

- 25.2.1.7 Should an event occur regarding the Security which is the subject of the order (such as: distribution of dividend, bonus shares, rights, distribution of interest, split, consolidation etc.) the order will be cancelled forthwith (on the ex-day), without any advance notice on the part of the Bank.

- 25.2.2 In addition to the provisions of Clause 25.2.1 above, the following rules and regulations will apply to a stop limit order (STL):

- 25.2.2.1 Only after the Security which is the subject of the order reaches the stop loss price on the terms specified in Clause 25.2.1 above, will the order be passed to the Stock Exchange as a limit order (LMT), the limit specified in the limit order (hereinafter in this Clause 25.2:



- “limit” or “limit price”) being also the stop limit price, so that the stop limit price also serves as the lowest rate at which we are willing to sell the security on the Stock Exchange. The stop limit order will be passed for execution to the Stock Exchange and will be recorded in the order book of the Stock Exchange or be matched forthwith with a reverse order in the order book of the Stock Exchange, all of the foregoing if the stop limit order is not rejected by the Stock Exchange.
- 25.2.2.2 The stop limit order shall be valid only for the day it is passed for execution to the Stock Exchange or until such other time, later on, as specified by us when giving the instruction, provided that such time is not later than the last trading day of the calendar month in which the instruction was passed for execution to the Stock Exchange.
- 25.2.2.3 A stop limit order which is passed for trading or execution to the Stock Exchange and is not executed, in whole or in part, due to the limit specified by us, or for any other reason, shall expire (insofar as unexecuted) on its expiry date as determined by us (provided it is not later than the last trading day of the calendar month in which it was first passed for execution). Until such time, this order (insofar as unexecuted) shall be recorded for trade in the order book of the Stock Exchange (with respect to the unexecuted part) until it is executed or expires, namely, in case of partial execution prior to the expiry date as determined by us, the order, with respect to the unexecuted balance and until the expiry date as determined by us (provided it is not later than the last trading day of the calendar month in which it was first passed for execution), shall become an ordinary limit order recorded for execution in the order book of the Stock Exchange for the unexecuted quantity taken from the quantity specified in the order, and subject to the limit specified by us, it will be passed from day to day until it is executed or expires as aforesaid.
- 25.2.3 In addition to the provisions of Clause 25.2 above which will apply with all the necessary changes, the following rules and regulations will apply to a stop market order (STM):
- 25.2.3.1 After the Security which is the subject of the order reaches the stop loss price, or lower than that, as detailed in Clause 25.2.1 above, the order shall be passed to the Stock Exchange as a market order (MKT). The market order will be passed for execution to the Stock Exchange and will be executed, if at all, in whole or in part or will be rejected by the Stock Exchange, all as provided in Part Three of the Articles of Association of the Stock Exchange or any other as shall replace it.
- 25.2.3.2 A stop market order will be valid only for the day on which it is passed for execution or trading on the Stock Exchange. A later expiry date cannot be given for an order of this kind and it shall be valid only for the day on which the order is passed for trading or execution on the Stock Exchange, including for the unexecuted balance or quantity in case of partial execution on the day it is passed for trading or execution on the Stock Exchange.
- 25.2.3.3 The actual selling price which is determined may be significantly lower than the stop loss price on account of the reverse orders recorded in the order book of the Stock Exchange. Furthermore, in accordance with the provisions of the Articles of Association of the Stock Exchange, on certain conditions specified in the Articles, a market order can become in whole or in part a stop limit order as provided in the Articles, so that the order may not be executed immediately and/or may not be executed at all.
- 25.3 All of the terms and conditions included in the Account Opening Documentation, the conditions and the rules set out in the trading instruction form, as well as the provisions of the Articles of Association of the Stock Exchange, the procedures and the rules of trading of the Stock Exchange and the clearing house of the Stock Exchange shall apply to the two types of orders and their execution.
- 25.4 Portfolio managers will not be permitted or authorized to give orders of this kind.
- 25.5 A fee or commission as listed in the Bank's Scale of Charges will apply and be charged for orders or activity of this kind, irrespective of whether they are executed or whether “no execution” was recorded.
- ## 26. Execution Instructions Through Channels of Service
- 26.1 We may give the Bank from time to time execution instructions through various Channels of Service which the Bank may make available to us from time to time (hereinafter in this Clause 26: “**Trading Services**”).
- 26.2 The Bank does not undertake that the Trading Services, including instructions by electronic means, will be available at any given time. The Bank may change the kind of Trading Services, the extent, nature or availability thereof, for any of the customers of the Bank or for all of the customers of the Bank or may cancel the Trading Services entirely at any time, without prior notice and at the discretion of the Bank.
- 26.3 Access to Trading Services and the information about them, and inter alia, the communication of execution instructions by electronic and other means, can become available directly from the Bank or from a third party who is a service provider chosen by the Bank.
- 26.4 Without derogating from the provisions of the Account Opening Documentation for the execution of transactions through Channels of Service and the responsibility clauses therein set out in that regard, the Bank shall be exempt from any responsibility and shall in no way be duty bound towards us or towards any third parties, except if the Bank behaved negligently:
- 26.4.1 For any communication failure, malfunction, interference or disruption of any kind whatsoever no matter what Means of Communication, provided that the aforesaid were not under the Bank's control and the Bank, with a reasonable effort was unable to prevent them; and
- 26.4.2 On account of any mistake, inexactitude, or erroneous Communication between ourselves and the Bank; and
- 26.4.3 For passing, execution or non-execution of any execution instructions or confirmation or non-confirmation of their execution; and—

- 26.4.4 For any error or failure to update any revaluation of the value of any Security, including the price thereof, the timing of any execution instruction or anything in connection with information delivered by various means or the passing or execution of any execution instructions.
- 26.5 The prices of Securities and the revaluation of Securities, including data which appears on the web site or cellular applications of the Bank, may not be up-to-date and their presentation is not for purposes of valuation or giving execution instructions and should not be relied upon for such purposes and should not serve as a basis for investment decisions (buying or selling or otherwise) being made by us or on our behalf.
- 26.6 We are responsible for any discrepancy between the transaction executed for us and the execution instructions which we may communicate to the Bank by means of the Trading Services, including by electronic means, in writing, by fax and orally. In so far as such discrepancy resulted from any failure of communications, malfunction, interference or disruption of any kind of any Means of Communication or of the Trading Services, then without derogating from the provisions of the Account Opening Documentation dealing with Channels of Service, the Bank is exempt from any responsibility for any damage, forfeiture or loss or expenses which may be incurred as a result of such discrepancy, provided that such failure, malfunction, interference or disruption were not within the control of the Bank and the Bank could not have prevented them by reasonable effort.
- 26.7 We shall not give the Bank execution instructions the communication or execution of which is liable to be in breach of or will be in breach of any law, legislation, rules and regulations, rules of trading or any agreement to which we are bound, including provisions pertaining to blocked shares or shares of control. We shall hand over to the Bank all of the necessary documents (including opinions of legal advisors, if required) in order to satisfy the requirements of any law.
- 26.8 Even if the required documents are provided within a reasonable time, delays may occur in the proceedings in connection with the Securities, and we shall be responsible for the expenses and losses in connection therewith, including the implementation or failure to comply with any rule in relation to blocked shares or shares of control or means of control, or the duty of delivering a prospectus. Without derogating from the foregoing, the Bank will not check and is not required to inquire whether the Securities in the Securities Account are free for sale and whether any restrictions are imposed on them, and the responsibility for implementing the provisions of any law rests with us alone.
- 26.9 The instructions communicated by us by means of the Trading Services can be delayed for a number of reasons (including internet communication delays, maintenance operations, malfunctions and operations of the Bank) and the prices of the Securities are liable to vary during this time. Furthermore, in certain cases it may not be possible to cancel an execution instruction which we have given to the Bank, even if the cancellation instruction is received by the Bank before such instruction is actually executed. Only if we receive from the Bank notice of execution of the original instruction or of the cancellation instruction, as the case may be, will that constitute authority for the execution thereof.
- 26.10 The information available within the framework of the Trading Services does not constitute any kind of counselling or recommendation by the Bank regarding a particular Security or particular transaction and does not amount to any representation that the transaction in a particular Security is lucrative, appropriate or suitable.
- 26.11 Use of the Trading Services in the framework of Channels of Service is subject to our subscribing to the respective Channels of Service in the manner specified in the Account Opening Documentation or as specified in a separate letter of undertaking for executing transactions in Securities by means of the Channels of Service and subject to the Bank approving our request to act in this way.
- 26.12 The provisions of Clause 17 above shall also apply to activity in Securities under this Clause 26, with all the necessary changes.
- ## 27. Interpretation and Definitions
- 27.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 27.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 27.3 In this Letter the following terms shall have the meaning as set out next to them:
- 27.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account applicable to the Account.
- 27.3.2 **"Option Right"** – an option right with regard to any Securities, including an option right to exercise option warrants or to exercise other rights reserved for any Securities.
- 27.3.3 **"Securities Account"** – a Sub-Account maintained within the Account and which enables the Account Holders to execute for the Account, among other things, activity in the Area of Activity "Securities".
- 27.3.4 **"this Letter"** – this Letter of General Conditions for the Area of Activity "Securities", as may be amended from time to time.
- 27.3.5 **"Securities"** – securities within their meaning in the Securities Law, including debentures and also securities issued by the Government and also certificates of participation of a joint investment trust fund and any other security whether it is included in the definition in Section 1 of the Securities Law or is not included in the definition as aforesaid, as well as "index products" as defined in the Advising Law, even if the Bank does not hold or have physical custody of the certificates of the securities and the index products as part of the management of the Account.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Foreign Securities". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 The Banking Services in the Area of Activity "Foreign Securities" which we may request from the Bank from time to time, shall be those which the Bank may grant from time to time and as are usual at the Bank.
- 1.3 Buying and selling Foreign Securities for the Account shall be effected by the Bank in accordance with the instructions given by us to the Bank from time to time and subject to all of the regulations by which it is bound and in conformance with the provisions of the Account Opening Documentation and the Further Conditions.
- 1.4 In addition to the foregoing, whenever we give an execution instruction regarding Foreign Securities, the execution instruction will be executed on the foreign exchange on which the Foreign Security to which the respective execution instruction refers is listed for trading, or that such execution instruction will be executed at such place where such securities are traded (hereinafter in this Clause 1: **"the Market"**).
- 1.5 The execution of our trading instructions will be subject to the rules, regulations, by-laws and trading practices of the respective Market (including the rules, regulations, by-laws and trading practices of the clearing house of such Market). The execution of our trading instructions will also be subject to whatever is the customary practice of such Market and our trading instructions may be executed by way of set-off between execution instructions that may be received from us and instructions received from third parties.
- 1.6 If the security is traded on more than one foreign exchange or more than one market abroad and unless we instruct the Bank to the contrary, the Bank may execute our execution instructions on such foreign exchange or market as it may choose and at its sole discretion.
- 1.7 We will follow and update ourselves, of our own accord and independently of the Bank, with regard to the events and actions of the corporation and within the corporation the securities of which are posted to the credit of the Securities Account, which are expected to occur in connection with such securities, including information about general meetings, any merger or stock split, winding up, appointment of a receiver, appointment of a trustee and the like. Without derogating from the foregoing, the Bank may convey information about corporate events provided that such were actually communicated by the Broker to the Bank.
- 1.8 Notwithstanding the provisions of the Account Opening Documentation, with respect to any litigation or dispute arising with respect to any transaction or transactions carried out in relation to instructions pursuant to this Letter, there shall apply to us the law and jurisdiction of the bodies or authorities in Israel and outside Israel, pursuant to the laws, regulations, rules and relevant agreements, all as the Bank may apprise us thereof.

## 2. Transactions with the Bank

The Bank may execute our instructions with itself and all of the provisions of this Letter shall apply.

## 3. Execution of Securities Activity Through a Broker

- 3.1 Our instructions will or may be executed through a broker, intermediary agent, distributor or representative acting in the name of the Bank or on its behalf in Israel or outside Israel and that they may be registered in the custody of a securities custodian outside Israel (hereinafter in this Letter jointly and severally: **"the Broker"**).
- 3.2 The Broker may, but is not obliged to, act in our name and in our stead with respect to each and every one of

the rights stemming from the Foreign Security that we may purchase or which are attached to such Foreign Security, including, but without derogating from the generality of the foregoing, voting at meetings of holders of the securities, class actions, takeover bids, rights or options issues and issues of bonus shares. We hereby empower the Broker to act as provided in this clause above (hereinafter in this Clause 3: **"the Power of Attorney"**).

- 3.3 The Power of Attorney may be revoked by notice in writing which we shall give to the Bank, and such revocation shall be effective with respect to events pertaining to the security which occur after three Business Days have elapsed from the time the notice of revocation was given as aforesaid to the Bank.
- 3.4 The Bank shall be exempt from any liability with respect to any act or omission on the part of the Broker, in so far as concerns any activities carried out on our behalf or forbearance from so acting or in connection with the identity of the Broker, unless the Bank acted negligently in choosing the Broker.
- 3.5 Execution instructions such as stop loss orders or all or nothing orders or other special execution instructions will be received and executed by the Broker, if and to the extent that they are executed, at the discretion of the Broker and according to the current trading rules at the respective exchange. The Bank shall be exempt from any liability if our instructions are rejected, are executed in part or not at all, except if the Bank acted negligently in communicating the execution instructions to the Broker.

## 4. Execution in Parts

If the Bank is unable to execute our execution instruction with respect to any quantity of securities specified therein, the Bank may refrain from executing the instruction, or execute the execution instruction with respect to some part only of the quantity of the securities specified therein, in which case the Bank may continue to execute, from time to time, the execution instruction as aforesaid with respect to the balance of the quantity specified in the respective execution instruction, unless we otherwise instruct the Bank in writing.

## 5. The Broker's Records

The price demanded by the Broker as the buying price, or the price reported by him as the selling price shall be binding upon us as against the Bank in all respects, even if on the buying date or the selling date, as the case may be, different, better prices for the security are recorded, whether on the same foreign exchange or Market, or elsewhere, and even if such security has been bought or sold by others, including the Bank on behalf of its customers at better prices.

## 6. Payment of Indebtedness

- 6.1 We undertake to pay the Bank, forthwith upon its first demand, all of the payments in connection with the execution of our instruction. If our instruction is for buying a security, we shall also be charged for the payments listed below in addition to payment of the purchase amount:
  - 6.1.1 The fees, commissions and charges of the Bank and the expenses (as listed in the Scale of Charges and the amount or the rate thereof is specified therein) in connection with the execution of the respective instruction to buy or to sell, in accordance with the Bank's Scale of Charges as it may be when the respective instruction is executed.
  - 6.1.2 All the other expenses which may have been incurred by the Bank in connection with the execution of the respective instruction to buy or instruction to sell (such as, but not only: expenses for telephone calls, postage, telex transmissions, fax transmissions etc.), all as actually incurred and subject to the provisions of any law.
  - 6.1.3 All fees, commissions and charges of the Broker as may be demanded by him.

## 7. Payments and Currency Conversions

- 7.1 All payments due to the Bank or the Broker which are denominated in Foreign Currency, shall be paid by us in Foreign Currency out of the Current Account maintained within the Account in the same Foreign Currency and if we do not have such an account, or if it has an insufficient Balance Available for Withdrawal,



then we shall do whatever is required in order to make sufficient balances of the respective Foreign Currency available in the Current Account as aforesaid.

- 7.2 If by Law we may not execute the payment out of such funds in Foreign Currency and whenever for any reason there is an insufficient Balance Available for Withdrawal in the Current Account maintained in the respective Foreign Currency, the Bank shall purchase on our behalf the amount of Foreign Currency required by charging the Current Account in Israeli currency maintained within the Account. Such purchase of Foreign Currency shall be effected according to the Bank's Customary Selling Rate, on the day the security is purchased, or on the day we are required by the Bank to make such payments, or on the actual date of payment thereof by us, whichever rate is the highest. If such payments are made by us in parts, then the above provisions shall apply to each and every payment.
- 7.3 All payments which may be received to our credit in connection with the execution of our execution instruction and which are converted into Israeli currency, whether according to our instructions or by operation of law, will be converted by the Bank according to the Bank's Customary Buying Rate on the day on which the Foreign Currency is actually converted into Israeli currency.
- 7.4 Various payments or benefits on account of company events with respect to Foreign Securities (hereinafter in this Clause 7.4: **"the Payment"**) which are paid through the Broker will be credited to the Account after the Payment is received by the Bank and the Bank may reverse the credit and debit the Account or any other account of ours or require that the credit to the Account be refunded if the Broker debited the Bank with the amount of the Payment for whatever reason including error on the part of the Broker, of the company or any other party effecting payment, at any time, except if the reason for the refund arose from the negligence of the Bank. The Bank may act as aforesaid irrespective of whether the Account shows a Balance Available for Withdrawal or a debit balance or would show a debit balance as a result of being debited as aforesaid.

## 8. Debiting and Crediting the Account

- 8.1 The Account will be debited or credited with the purchase amounts or the sale amounts according to the transactions executed in the securities.
- 8.2 The Bank may debit the Account with any sum due from us in connection with our execution instructions as provided above and collect any Indebtedness of ours to the Bank or to the Broker, of any kind, by means of selling securities in our account at any price or from the proceeds of their sale.  
We hereby give the Bank irrevocable instructions and authorization to act as aforesaid.
- 8.3 Save where the Bank decides to act otherwise, our account will be credited with the proceeds of the instructions to sell which are executed by the Bank only after the Bank will actually have been credited by the Broker. In as much as the Bank credits our account prior to the time the transaction is cleared and the latter is not actually cleared, the Bank may debit our account at any time with respect to the proceeds of the aforesaid instructions to sell.
- 8.4 In the absence of a sufficient Balance Available for Withdrawal, the Bank may debit any other account of ours, whether of ours or of ours with others.

## 9. Taxes and Compulsory Payments

- 9.1 If there occurs a tax event with respect to the Foreign Securities in the Account or if the execution of any execution instruction involves payment of any tax, levy or any other compulsory payment according to the provisions of any law (hereinafter in this Clause 9: **"Payment of the Tax"**), then the Bank may make Payment of the Tax by means of debiting the Current Account with the amount required for Payment of the Tax (hereinafter in this Clause 9: **"the Debit"**) or by way of deduction of tax at source of the Payment of the Tax from any proceeds payable to the Account with respect to the execution of the respective instruction (hereinafter in this Clause 9: **"the Deduction"**), all of the foregoing at the discretion of the Bank.

- 9.2 If for any reason, the Bank **does not** effect the respective Debit or Deduction, the Bank may debit the Account with any sum that may be required for the Payment of the Tax at any future date, including due to amendments, updates, reclassification of the transaction and the like, such future debit being effected with good value on the date on which the Bank should have made the Payment of the Tax. We give the Bank irrevocable instructions and authorization to effect the future debit as set forth above.

- 9.3 In addition, whenever the execution of any trading instruction of ours involves payment of any tax or levy or other compulsory payment according to the provisions of any law, then the Bank may make the deduction as required or debit the Account with the amount required for Payment of the Tax or deduct the Payment of the Tax from any proceeds which may be received in connection with the execution of our instruction. If for any reason, the Bank does not make the deduction or debit the Account with the Payment of the Tax on the date prescribed, the Bank will then be entitled to debit the Account with any amount required for Payment of the Tax at any future date. The debit shall be with appropriate value for the date on which you should have made the deduction of the Payment of the Tax or the payment thereof. We irrevocably authorize and instruct the Bank to debit the Account as aforesaid.

- 9.4 In addition, if we or any one of us is or will be a tax assessee of a foreign state (by virtue of being a citizen or a resident of such state or on any other grounds under the laws of such foreign state), then the Bank may debit the Account with the amount of any tax as required by the tax authorities of such foreign state or by the laws of such foreign state (as they may be in force at any relevant time), and remit such funds to the authorities of such foreign state.

- 9.5 The Bank shall be exempt from any liability for not implementing any treaties for the prevention of double taxation between different states. Accordingly, there may be deduction of tax at source at a rate in excess of that prescribed under treaties for the prevention of double taxation. Any application for reclaiming any tax deducted at source (tax reclaim) shall be filed at our request with the provision of our personal details and any other detail which may be required. We are aware that such application is liable to involve high costs as required by the broker, is liable to drag on for a long time and compliance with the request depends upon foreign authorities.

## 10. Communication of Information

- 10.1 If the execution of any execution instruction makes it obligatory, according to Israeli law or any foreign law, to file a report with the tax authorities, we undertake to convey to any relevant tax authority such report and such information as may be requested by it. In addition, and without derogating from our obligation as aforesaid or from the generality of the provisions of the Account Opening Documentation in connection with the communication of information by the Bank, the Bank may convey any such information and any such report to the tax authorities, based on the information it may have.
- 10.2 Upon presentation of a demand to make a report of our holdings of a Foreign Security pursuant to foreign law, or pursuant to Israeli law, we undertake to convey to anybody or authority concerned any report and any information requested by them. Furthermore, and without derogating from our aforesaid duty, the Bank may convey any information as required pursuant to any foreign law or pursuant to Israeli law with respect to our holdings of a Foreign Security.
- 10.3 If we or any one of us is or will be a tax assessee of a foreign state (by virtue of being a citizen or a resident of such state or on any other grounds under the laws of such foreign state), then we undertake to convey to the tax authorities of such foreign state any report and any information requested by them. Furthermore, and without derogating from our obligation as aforesaid or from the generality of the provisions of the Account Opening Documentation in connection with the communication of information by the Bank in as much as the Bank has a legal duty to do so, the Bank may

convey any such information and such any report to the tax authorities of such foreign state, based on the information it may have.

- 10.4 Conveying such report by the Bank shall not be deemed to be a breach of the duty to observe bank secrecy or of any other duties that the Bank may owe us.

#### 11. Sale Proceeds Without Any Price Limit

The "amount of the proceeds" which may be specified in the framework of any instruction to sell is an estimate only and is not binding on the Bank. If we give an instruction to sell without limiting the selling price, there is a possibility that the sale amount of the transactions to be executed pursuant to the instruction to sell as aforesaid will be a completely different amount from the amount specified as the estimated amount of the proceeds, that we may incur pecuniary damages and losses by reason thereof, and the Bank will be exempt from any liability for any damage or loss which we may incur on account of the instruction to sell being executed without limiting the selling price.

#### 12. Liability of the Bank

- 12.1 In addition to the provisions of the Account Opening Documentation and the Further Conditions, and without derogating from the provisions thereof, the Bank shall be exempt from any liability for any damage, loss and expenses liable to be incurred by us in connection with executing any execution instruction of ours or any delay in the execution thereof, except as a result of any negligent act or omission of the Bank.
- 12.2 Furthermore, the Bank shall be exempt from any liability for any consequences resulting from compliance with directives of any competent authority, including suspension or interruption of trading in securities in general or in a specific security in particular, in Israel or abroad.
- 12.3 Moreover, the Bank shall not be responsible for the execution of an instruction if after the instruction has been given there is a change in the status of the Account or in our status.

#### 13. No Short Sale

- 13.1 We undertake not to give any instruction to sell without there being in the Account securities of the type and in sufficient quantity for executing the respective instruction to sell.
- 13.2 Whenever we give the Bank instructions to sell Foreign Securities, the Bank shall not be under any obligation to check whether there are in the Account Foreign Securities of the type and in sufficient quantity to execute the respective instruction to sell and the Bank shall be exempt from any liability following or in connection with the sale of the Missing Securities.
- 13.3 If it transpires that there were not in the Account Foreign Securities of the type and in sufficient quantity to execute the respective instruction to sell, or if it transpires that we were not free or entitled to sell, for whatever reason, the securities specified in the respective instruction to sell (hereinafter: "**the Missing Securities**"), the Bank may, without affecting its right to act in any other way, buy back the Missing Securities, at such time and at such price as the Bank may deem fit, according to the circumstances of the case, and the Bank may debit the Current Account with the amount required to buy the Missing Securities, in addition to the fees, commissions and charges of the Bank and any tax, levy, compulsory payments or other payments which the Bank is required to pay on account of buying the Missing Securities.

#### 14. Realization of Foreign Securities by the Bank

Without derogating from any relief of the Bank under any law and/or agreement, the Bank has the rights of charge, retention, lien, set-off and the other rights as set forth in the Account Opening Documentation and subject to the terms thereof, and in general, the Bank may, at any time, sell Foreign Securities posted to the credit of the Account, in whole or in part, even without any instruction of ours to sell, at such time and at such price as the Bank sees fit, at its reasonable discretion and to apply the net proceeds obtained from the sale of the Foreign Securities as aforesaid to the full or partial settlement of any Indebtedness in the Account or in any other account of ours or of any of us, but

without derogating from the right of the Bank to take any other measures for the settlement of any Indebtedness in any of our accounts or in any of the accounts of any of us as aforesaid.

#### 15. No Exceeding the Limit

- 15.1 We undertake not to give instructions without there being in the Current Account a Balance Available for Withdrawal in an amount sufficient to execute instructions to buy.
- 15.2 In cases where the Bank has the right not to honour instructions to execute Transactions for the Account pursuant to the Account Opening Documentation, and that includes in case the Balance Available for Withdrawal, or if there is allocated for us in the Account a Current Account Facility, is insufficient for the execution of any instruction of ours to buy, in whole or in part, the Bank may, at any time, even after receiving such instruction to buy, act in one or more of the following ways, without having to give any prior notice:
- 15.2.1 Refrain from executing the instruction to buy, in whole or in part.
- 15.2.2 In case of an instruction to buy being administered within the framework of a Standing Instruction, suspend such Standing Instruction.
- 15.2.3 Sell the securities purchased or allotted to us under such instruction to buy and if that is not sufficient to discharge the debit balance in the Account, also sell all the other securities which we have or may have standing to our credit in the Account or in any other account of ours and/or of any of us with the Bank, in whole or in part, at any time and at any price as the Bank deems fit, at its discretion, and apply the net proceeds from the sale of the securities, as aforesaid, to the full or partial discharge of the aforesaid debit balance, all of the foregoing without derogating from the right of the Bank to employ any other means to obtain payment of the aforesaid debit balance by us.
- 15.3 Notwithstanding the foregoing, the Bank is not obliged to sell the securities, in whole or in part, or any other security in order to cover any debit balance of ours in any account with the Bank and the Bank may employ against us any other means to collect any debit balance as aforesaid.

#### 16. Conditions for Effecting an External Transfer of a Security

- 16.1 We undertake that if we submit a request to transfer a Foreign Security, we shall not give an instruction to sell the Foreign Security designated for transfer. Furthermore, we instruct the Bank the Bank to cancel any such instruction for our account if there is any.
- 16.2 Only Foreign Securities that are in our Account on the day of actual transfer by the Bank shall be transferred.
- 16.3 The duration of the transfer does not depend on the Bank alone but on third parties and accordingly, in any event a transfer will only be final upon receipt of confirmation of the transfer from the receiving bank/broker.
- 16.4 There may be instances where the transfer cannot be effected.
- 16.5 The Bank will deduct tax at source with respect to any transfer of Foreign Securities, if it is required to deduct same in accordance with the provisions of the Law as they may apply from time to time.
- 16.6 Various company events which may occur can affect the time and manner of the execution of the transfer or our entitlement in connection with the company event, and it may be that a certain Foreign Security may only be transferred in part and it may be that it cannot be transferred at all.

#### 17. Execution Instructions Through Channels of Service

- 17.1 We may be interested in giving the Bank from time to time execution instructions through various Channels of Service which the Bank may make available to us from time to time (hereinafter in this Clause 17: "**Trading Services**").
- 17.2 The Bank does not undertake that the Trading Services, including the conveyance of execution instructions by electronic means, will be available at any given time. The Bank may change the kind of Trading Services, the extent, nature or availability

thereof, for any of the customers of the Bank or for all of the customers of the Bank or may cancel the Trading Services entirely at any time, without prior notice and at the discretion of the Bank.

- 17.3 Access to Trading Services and the information about them, and inter alia, the conveyance of execution instructions by electronic and other means, can become available directly from the Bank or from a third party who is a service provider chosen by the Bank.
- 17.4 The prices of securities and the revaluation of securities, including data which appears on the website or cellular applications of the Bank, may not be up-to-date and their presentation is not for purposes of valuation, should not be relied upon for such purpose and should not serve as a basis for investment decisions being made by us or on our behalf.
- 17.5 In so far as there is any discrepancy between the transaction executed for us and the execution instructions which we may convey to the Bank by means of the Trading Services, including by electronic means, in writing, by fax and orally which resulted from any failure of communications or malfunction or interference or disruption of any kind of any Means of Communication or of the Trading Services, then without derogating from the provisions of the Account Opening Documentation dealing with Channels of Service, the Bank shall be exempt from any liability for any damage, forfeiture, loss or expenses which may be incurred as a result of such discrepancy, but only if such failure or malfunction or interference or disruption were not within the control of the Bank and the Bank could not have prevented them by reasonable effort.
- 17.6 We shall not give the Bank execution instructions the conveyance or execution of which is liable to be in breach of or will be in breach of any law, legislation, rules and regulations, rules of trading or any agreement to which we are bound, including provisions pertaining to blocked shares or shares of control or means of control, and we shall hand over to the Bank all of the necessary documents (including opinions of legal advisors, if required) in order to satisfy the requirements of any law. Furthermore, and without derogating from the aforesaid, before giving any execution instruction we will check that the purchase or sale of the Security is permitted to us according to the law applicable at the place of issue of the Security and/or in accordance with the terms of the prospectus documentation.
- 17.7 Even if the required documents are provided within a reasonable time, delays may occur in the proceedings in connection with the Securities, including the implementation or failure to comply with the requirements of Rule 144 or of Rule 145(d) of the SEC Rules in the USA or any other rule in relation to blocked shares or shares of control or means of control or the duty of providing the prospectus documentation. Without derogating from the foregoing, the Bank will not check and is not required to inquire whether the securities in the Securities Account are free for sale *and whether any restrictions are imposed on them, and the responsibility for implementing the provisions of any law rests with us alone.*
- 17.8 The instructions conveyed by us by means of the Trading Services can be delayed for a number of reasons (including internet communication delays, maintenance operations, malfunctions and operations of the Bank) and the prices of the securities are liable to vary during this time. Furthermore, in certain cases it may not be possible to cancel an execution instruction which we have given to the Bank (hereinafter in this Clause 17: **"the Original Instruction"**), even if the cancellation instruction is received by the Bank before the Original Instruction is actually executed. Only if we receive from the Bank notice of execution of the Original Instruction or of the cancellation instruction, as the case may be, will that constitute authority for the execution thereof.
- 17.9 The information available within the framework of the Trading Services does not constitute any kind of counselling or recommendation by the Bank regarding a particular security and/or particular transaction and does not amount to any representation that the transaction in a particular security is lucrative, appropriate or suitable.

- 17.10 Use of Trading Services in the framework of Channels of Service is subject to our subscribing to the respective Channels of Service in the manner specified in the Account Opening Documentation or as specified in a separate letter of undertaking for executing transactions in securities by means of the Channels of Service and subject to the Bank approving our request to act in this way.

## 18. Interpretation and Definitions

- 18.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 18.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 18.3 In this Letter, the following terms shall have the meaning as set out next to them:
  - 18.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account applicable to the Account.
  - 18.3.2 **"Securities Account"** – a Sub-Account maintained within the Account and which enables the Account Holders to execute for the Account, among other things, activity in the Area of Activity "Foreign Securities".
  - 18.3.3 **"this Letter"** – this Letter of General Conditions for the Area of Activity "Foreign Securities", as may be amended from time to time.
  - 18.3.4 **"Foreign Security"** – including a foreign security within the meaning thereof in the Regulation of the Business of Investment Advising, Investment Marketing and Investment Portfolio Management Law, 5755-1995, and any kind of securities issued outside Israel, including bonds, certificates of participation in funds etc.

## 19. Distribution Commissions

- 19.1 Commencing on the day on which it will be permitted by Law for companies that manage foreign funds or for foreign funds or for companies that distribute foreign funds (hereinafter in this Clause 19.1: **"Foreign Fund Managers"**) to pay you from time to time fees or commissions including advising fees or a distribution commission for Units of a foreign fund managed by them or distributed by them (hereinafter in this Clause 19.1: (a **"Foreign Fund Commission"**) as may be prescribed by Law or in agreements between the Bank and the Foreign Fund Managers (hereinafter in this Clause 19.1: (**"Foreign Fund Agreements"**)), the Bank will be paid for advising or holding Units of a foreign fund the maximum rate or amount of the Foreign Fund Commission which is permitted by Law, as it may be from time to time for each day (including for days that are not Business Days or days on which the Bank is not open for service to the public) on which there is or may be held through you a Unit of a foreign fund to the credit of any account of ours with the Bank, including a joint account with another / others, irrespective of whether the Units as aforesaid were posted to the account when purchased or by being transferred from another account with the Bank or from another Stock Exchange Member, irrespective of whether following advice or not. The provisions of the above clauses shall apply, mutatis mutandis, subject to the provisions of the Law, to collection, payment and calculation of a Foreign Fund Commission.
- 19.2 Distribution Commissions for Funds or a Foreign Fund Commission shall apply and be charged irrespective of whether the transaction was executed through the branch or by any other Channel of Service or in any other way, manner or means.



## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "New Savings Plans". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation, and we may submit to the Bank, from time to time, a Specific Application the subject of which is the opening of a Savings Plan (hereinafter in this Letter: **"the Subscription Form"**), in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and shall complement it.
- 1.2 The Subscription Form shall specify, among other things, all of the particulars of the Savings Plan and other particulars as may be determined by the Bank.
- 1.3 If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, there shall apply to the Savings Plan the provisions of this Letter and the rest of the Account Opening Documentation as well as the terms and conditions contained in the Subscription Form pursuant to which the respective Savings Plan was opened for us.
- 1.4 The Banking Services in the Area of Activity "New Savings Plans" which we may request to receive from the Bank from time to time shall be such as the Bank provides from time to time and as is customary at the Bank.

## 2. The Savings Plans Account and Making Deposits Therein

- 2.1 If the Bank accepts our application to open a Savings Plan, the Bank will manage for us, in a Savings Plans Account, a Savings Plan which will carry the number specified at the top of the respective Subscription Form or such other number as the Bank shall notify us thereof.
- 2.2 All of the Deposits which we may make on account of the respective Savings Plan will be recorded in the Savings Plans Account, all in accordance with the terms of the Savings Plan.
- 2.3 The monthly Savings Amounts will be deposited by us by means of a Standing Instruction according to which the Bank will transfer the amounts from the Current Account maintained within the Account to the Savings Plans Account, in accordance with the Bank's usual conditions for executing Standing Instructions of this kind. The Bank may allow us to deposit the monthly deposit amounts in any other way and on such conditions as the Bank may determine from time to time.
- 2.4 Without derogating from the generality of the provisions of the Account Opening Documentation dealing with the Books of the Bank as evidence, the Books of the Bank and its accounts will serve as admissible evidence for proving the truthfulness of their content also in any matter pertaining to the Savings Plans Account, the amount of the Deposits which we have deposited in the Account within the framework of the respective Savings Plan and the profits due to us on the amount of the Deposits, in accordance with terms of such Savings Plan.

## 3. No Assignment

Without derogating from the provisions of the Account Opening Documentation dealing with no assignment of rights, a Savings Plan is not transferable, endorsable, assignable or chargeable in any way to any third party or to any of us the depositors including by way of changing the names of the depositors in the Savings Plan, subtracting or adding a depositor.

## 4. Savings Tracks

The savings tracks shall be as specified in the respective Subscription Form for a Savings Plan.

## 5. The Interest

- 5.1 The amount of each Deposit which we may deposit in a relevant Savings Plan shall bear interest at an annual rate as shall be specified in the respective Subscription Form (hereinafter: **"the Interest"**).

- 5.2 The rate of the interest on each Deposit may be different than as applicable to previous Deposits.
- 5.3 Unless stated otherwise in the Subscription Form, at the end of each year of the Savings Period, for the purpose of calculating the Interest, there shall be added to the principal amounts of the Deposits made until such time, within the framework of the respective Savings Plan, the amounts of the Interest accrued on the amounts of the Deposits as aforesaid (hereinafter in this Clause 5.3: **"the Add-on Interest"**) and the Add-on Interest shall itself bear interest at the rate of the Interest as it may be at such time.
- 5.4 The Interest with respect to each Deposit shall be calculated from the time such Deposit is made and until the time of withdrawal of the respective Savings Amounts from the Savings Plan.

## 6. Linkage Differences

If the respective Subscription Form states that the principal amounts of the Deposits and the Interest thereon are linked in any way, the linkage differences in respect thereof shall be calculated as set forth below:

### 6.1 Savings Plan linked to the Index

For a Savings Plan the principal amounts of the Deposits and the Interest thereon are linked to the Index, each Deposit and the Interest thereon shall be linked so that if it transpires that the New Index is higher or lower than the Base Index, the Deposit and the Interest thereon shall be increased or decreased by the rate of the change of the New Index as against the Base Index.

### 6.2 Savings Plan linked to Foreign Currency

6.2.1 For a Savings Plan the principal amounts of the Deposits and the Interest thereon are linked to Foreign Currency, each Deposit and the Interest thereon shall be linked to the change in the Representative Rate of the Linkage Currency, so that if it transpires that the New Rate is higher or lower than the Base Rate, the Deposit and the Interest thereon shall be increased or decreased by the rate of the change of the New Rate as against the Base Rate.

6.2.2 Notwithstanding the provisions of Clause 6.2.1 above, where the Linkage Currency is not the Dollar, the Bank may determine the Representative Rate of the Linkage Currency in the manner specified in the respective Subscription Form.

## 7. Deduction of Tax

The Interest, the linkage differences and other benefits which may accrue in the Savings Plans Account shall be liable to tax, as the Law may provide from time to time.

## 8. Withdrawal of Savings Amounts

### 8.1 General provisions for withdrawal of Savings Amounts

8.1.1 We shall notify the Bank in writing seven days in advance of our intention to withdraw any Savings Amounts.

8.1.2 We may withdraw the Savings Amounts which have accumulated in our favour in accordance with the terms of the respective Savings Plan, as specified in the Subscription Form.

8.1.3 Without derogating from the generality of the foregoing provisions, we may withdraw part of the Savings Amounts which have accumulated in our favour in accordance with the Savings Plan for the consecutive periodic Deposits track (hereinafter in this Clause 8: **"the Withdrawal Amount"**), subject only to the following conditions.

8.1.3.1 The Withdrawal Amount shall not be less than a minimum amount determined by the Bank in the Subscription Form for the respective Savings Plan, in so far as determined.

8.1.3.2 The balance of the Savings Amounts under the respective Savings Plan, after deducting the respective Withdrawal Amount, shall not be less than a minimum amount determined by

the Bank in the Subscription Form for the respective Savings Plan, in so far as determined.

- 8.1.3.3 The partial Withdrawal Amount will be obtained by withdrawing the amounts deposited in the inverse order by which they were deposited, that is to say, the order of withdrawal will begin from the last amount deposited in the Savings Plan and then those that preceded it.

- 8.1.3.4 If we withdraw from the Savings Plans Account any Withdrawal Amount we may not continue to make further Deposits under the Savings Plan from which we withdrew a Withdrawal Amount as aforesaid.

- 8.1.4 If we give the Bank an instruction for the withdrawal of the Savings Amounts, on a date on which we are entitled to such funds, they will be credited to our Current Account according to the terms of the Savings Plan.

- 8.1.5 The amounts of the Interest, the linkage differences, and other benefits in the Savings Plans Account shall be at our disposal by way of a withdrawal which is not as provided in Clauses 8.2 and 8.3 below, only if we are entitled thereto according to the terms of the respective Savings Plan.

## 8.2 Withdrawal of Savings Amounts at an Exit Point

Without derogation from the generality of the provisions of Clause 8.1 above, we may withdraw the Savings Amounts, in whole or in part, prior to the respective Day on which the Savings Period Ends, at an Exit Point, including the amounts of the Interest, linkage differences and other benefits, if so specified in the Subscription Form for the respective Savings Plan.

## 8.3 Withdrawal on the Day on which the Savings Period Ends

On the Day on which the Savings Period Ends, the Savings Amounts including the amounts of the Interest in full, the linkage differences and the other benefits shall be placed to our credit. We shall not be entitled to linkage differences or to the Interest or to any other benefit on account of the Savings Amounts which are not withdrawn from the Savings Plans Account for the period following the Day on which the Savings Period Ends.

## 9. **Rights of the Bank, Right of Retention, Set – Off, Lien and Other Rights**

Without derogating from any relief available to the Bank by operation of Law or by agreement, the Bank shall have the rights of charge, retention, lien, set-off and other rights as set forth in the Account Opening Documentation and subject to their terms and that includes that the Bank may, when enforcing its aforesaid rights against us as set forth in Clause 8.1 above, perform its obligations to us ahead of time, prior to their maturity, even if the Repayment Day of the respective Savings Plan has not yet fallen due, and even if the periods during which we may not give instructions for the withdrawal of the Savings Amounts are not yet over. In such a case, the Interest, the linkage differences and other benefits derived from the Savings Amounts shall not exceed those to which we may be entitled on the first date that we are entitled to withdraw same under the terms of the Savings Plan and the provisions of Clause 7 shall also apply. In such a case this will involve the loss of the exemption from or reduction in tax and deduction of tax at source, and there will also be deducted from the Savings Amounts the fees, commissions and charges and the expenses which apply when the Savings Plan is prepaid, and other terms specified in the terms of the Savings Plan will apply in that regard in connection with the Savings Plan. We shall bear all of the aforesaid losses and payments as provided in the Account Opening Documentation on this matter and subject to the provisions thereof.

## 10. **Savings Plans for Regular Income**

### 10.1 Calculation of periodic interest and the payment thereof

- 10.1.1 The Interest on the amounts of the Deposits under a Savings Plan of the type “Savings Plan for Regular Income” (hereinafter in this Clause 10, respectively: **“the Regular Income Plan”** and **“the Regular Income Interest”**) shall be paid to us periodically as specified in the Subscription Form for the respective Regular Income Plan (hereinafter in this Clause 10: **“the Regular Income Payment of Interest Period”**).

- 10.1.2 The calendar day of the month in which the Savings Plan was opened shall also be the calendar day of the month on which the Interest is to be paid, according to the frequency of payment prescribed in the Subscription Form for the respective Savings Plan.

- 10.1.3 The Regular Income Interest shall be at the rate as prescribed in the relevant Subscription Form.

- 10.1.4 For a Regular Income Plan linked to the Index, the Regular Income Interest shall be linked to any change in the Index, and for the purpose of calculating the Regular Income Interest as aforesaid, the New Index shall be the known Index on the date on which any payment is made on account of the Regular Income Interest.

- 10.1.5 For a Regular Income Plan linked to Foreign Currency, the Regular Income Interest shall be linked to any change in the Representative Rate for the respective Foreign Currency, and for the purpose of calculating the Regular Income Interest as aforesaid, the New Rate shall be the Representative Rate published on the Business Day for Foreign Currency immediately preceding the day on which any payment is made on account of the Regular Income Interest.

### 10.2 Withdrawal at Exit Points

Prior to the Day on which the Savings Period Ends for the respective Regular Income Plan, we may withdraw the Savings Amounts, in whole or in part, together with the last payment of the Regular Income Interest, only at the prescribed Exit Points, if any.

### 10.3 End of the period of the Regular Income Plan

On the Day on which the Savings Period Ends for the respective Regular Income Plan, there shall be at our disposal the Savings Amounts and the last payment of the Regular Income Interest. We shall not be entitled to linkage differences, to the Interest or to any additional benefit on account of the Savings Amounts not withdrawn from the Savings Plans Account for the period following the Day on which the Savings Period Ends for the respective Regular Income Plan.

## 11. **Deferment of Payment Dates**

If any date for the withdrawal of Savings Amounts or any part thereof, or any payment date mentioned in the conditions of any Savings Plan falls on a day which is not a Business Day (hereinafter in this Letter: **“the Original Date”**), the date for withdrawal or the payment date shall be deferred to the first Business Day following the Original Date (hereinafter in this Clause 11: **“Deferment of Payment Dates”**), however:

- 11.1 Deferment of Payment Dates shall not bring about any change in the calculation of differences linked to the Index. If any date for the withdrawal of funds from the Plan is deferred, the calculation of the Interest shall be made according to Clause 5 above and the linkage shall be calculated according to Clause 6 above, according to the actual date of withdrawal.

- 11.2 For a Savings Plan linked to the Index – if the Original Date falls on the last day of the month, the date for withdrawal or the date of payment, as the case may be, shall be brought forward to the first Business Day prior to the Original Date.

## 12. **Standing Instruction**

If in accordance with the respective Subscription Form, the execution date of the Standing Instruction for depositing amounts in a Savings Plan falls on a day which is not a Business Day, the execution of the Standing Instruction shall

be brought forward to the first immediately preceding Business Day.

### 13. Conflict Between the Account Opening Documentation, Plans or Publications

Notwithstanding the provisions contained in any brochure or publication of any kind or type, and in the event of any conflict, the provisions of this Letter, of the rest of the Account Opening Documentation and of any Specific Application, of the Subscription Form, of the Form for Making a Deposit or of the letter of undertaking according to which the Savings Plan was opened shall apply.

### 14. Interpretation and Definitions

14.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Additional Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.

14.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.

14.3 In this Letter the following terms shall have the meaning as set out next to them:

14.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account applicable to the Account.

14.3.2 **"Dollar"** – Dollar of the United States of America.

14.3.3 **"Deposit"** – any amount deposited in a Savings Plan in accordance with the terms of such Savings Plan.

14.3.4 **"the Savings Plans Account"** – a Sub-Account maintained within the Account and which allows the Account Holders to execute transactions in the Area of Activity "New Savings Plans".

14.3.5 **"this Letter"** – this Letter of General Conditions for the Area of Activity "New Savings Plans", as may be amended from time to time.

14.3.6 **"the New Index"** – the Index last published prior to the day of withdrawal of the Savings Amounts from the Savings Plans Account, in whole, or in part, as the case may be.

14.3.7 **"the Base Index"** – the Index last published prior to the Business Day on which the Deposit was recorded.

14.3.8 **"Savings Period End Date"** – the date on which the respective Savings Plan actually comes to an end irrespective of whether on the Day on which the Savings' Period Ends or for any other reason including by reason of the withdrawal of all of the Savings Amounts at an Exit Point and/or at any other time.

14.3.9 **"Savings Period Commencement Date"** – the date specified in the Subscription Form as the date on which a saver begins to make Deposits in the Savings Plans Account in accordance with the terms of the respective Savings Plan.

14.3.10 **"the Linkage Currency"** – the type of Foreign Currency to which are linked the principal amounts of the Deposits and the Interest of the respective Savings Plan.

14.3.11 **"Savings Amounts"** – the principal of the Deposits in the respective Savings Plans, coupled with the Interest and the Linkage Differences accrued on the principal amounts of the Deposits, in accordance with the terms of the Savings Plan.

14.3.12 **"the New Rate"** – the Representative Rate of the Linkage Currency published on the Business Day for Foreign. Currency prior to the day of withdrawal of the Savings Amounts

from the Savings Plan, in whole or in part, as the case may be.

14.3.13 **"the Base Rate"** – the Representative Rate of the Linkage Currency published on the day any Deposit is made, and if no Representative Rate is published on such day – the first Representative Rate published after the day on which the Deposit is made.

14.3.14 **"the Representative Rate"** – the rate published by the Bank of Israel as being the representative rate of exchange of the Linkage Currency, or, if the Bank of Israel does not publish at its usual time the representative rate of exchange of the Linkage Currency, any other rate of exchange of the Linkage Currency published by a competent authority and which is determined by the Bank as being a representative rate of exchange for the Linkage Currency for customers of the Bank taken as a whole. If no other representative rate of exchange is determined by the Bank as aforesaid, the Representative Rate shall be the Average Rate.

14.3.15 **"the Average Rate"** – the arithmetic average of the Bank's Customary Selling Rate (without any discounts or benefits and without adding any conversion fee, tax, levy, compulsory payments or other payments and the like) of the Linkage Currency and the Bank's Customary Buying Rate (without any discounts or benefits and without any deduction of any tax, levy, compulsory payments or other payments and the like) of the Linkage Currency.

14.3.16 **"the Day on which the Savings Period Ends"** – the date specified in the Subscription Form as the date on which the respective Savings Plan comes to an end.

14.3.17 **"Savings Plan"** – a deposit of money of the new savings plan type, which may be opened in a Savings Plan Account. In any context in which the term appears in this Letter, it bears a different meaning from that assigned to it prior to the repeal of Section 5 of the Encouragement of Saving, Income Tax Reductions and Guarantee of Loans Law, 5716-1956 and the regulations thereunder, within the framework of Amendment No. 132 of the Income Tax Ordinance (New Version), and accordingly, amongst other things, the product described in this Letter, in itself, is not exempt from tax, and the laws and the rules which may be prescribed therefor shall apply thereto, as they may be from time to time and in accordance with the terms set forth in this Letter.

14.3.18 **"Exit Point"** – a date determined by the Bank within the framework of the Subscription Form (if and in as much as determined) as a date on which we may withdraw from the Savings Plans Account funds which have accumulated to our credit in the respective Savings Plan, in whole or in part.

14.3.19 **"the Savings Period"** – the period from the Savings' Period Commencement Date until the Savings' Period End Date.



## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we may request the Bank, to provide us, from time to time, for the Account, with Credit of various kinds in Israeli currency or in Foreign Currency. For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation and we may submit to the Bank, from time to time, a Specific Application in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Account Opening Documentation and shall complement it or request Credit from the Bank in any other way, as may be agreed between us and the Bank.
- 1.2 The submission of a Specific Application may be made through the Channels of Service, all of them or some of them.
- 1.3 The entering into this Letter and into the rest of the Account Opening Documentation or the signature by us of the Specific Application and delivering it to the Bank in no way obligates the Bank to provide us with any Credit, and it shall be at the Bank's discretion whether to comply, in full or in part, with any Specific Application on terms as may be determined by the Bank, or to reject it. If the Bank complies with any Specific Application, the provisions of the respective Credit, the extension of its validity or the amendment of its terms, as the case may be, shall be conditional upon our compliance, to the satisfaction of the Bank, with the terms and conditions as may be agreed upon between ourselves and the Bank, and that includes our signing the relevant Credit Documentation and Collateral Securities Documentation and the provision of the relevant Collateral Securities.

## 2. Repayment of the Amounts of the Credit

We undertake to repay any amount of the Amounts of the Credit by way of full and timely payment, in accordance with the provisions of the Credit Documentation and the Collateral Securities Documentation.

## 3. Securities and Collateral

### 3.1 General

- 3.1.1 As security for our Indebtedness and as security for the full and timely payment of the Amounts of the Credit, the Collateral Securities which were delivered or which may be delivered to the Bank as security for such Indebtedness or such Amounts of Credit shall serve as such (even if it was arranged that such collateral was delivered or would be delivered as security for all of our Indebtedness). Nothing contained in this Clause 3 shall derogate from the provisions of a specific agreement between ourselves and the Bank, according to which any Collateral Security will secure at any time Indebtedness or Amounts of Credit which such Collateral Security did not secure when it was delivered to the Bank or according to which we provide the Bank with Collateral Securities also as security for the Discharge of Indebtedness not yet incurred or that the date of payment thereof has not yet fallen due or according to which we provide the Bank with such rights, at variance with the provisions of this Clause 3 and stipulating against any of the provisions of the Pledge Law, 5727-1967 or any other applicable Law.
- 3.1.2 The Collateral Securities shall be autonomous, cumulative and independent of each other, and except if expressly otherwise determined, shall serve as revolving and continuing collateral security for the discharge of the Indebtedness that the said collateral securities were intended to secure.
- 3.1.3 Each one of the collateral securities shall remain in full force and shall not be affected by any of the following events:

- 3.1.3.1 If the Bank waived any rights, entered into any compromises or gave any extension or concession to us or to any of our guarantors, including to anyone who pledged an asset as security for any of our Indebtedness;
- 3.1.3.2 If the Bank agreed to any change in any of our Indebtedness in connection with the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions (including the increase or decrease of any of our Indebtedness or extension or curtailment of the period thereof);
- 3.1.3.3 If the Bank released or waived any other collateral security or if it was found that any other collateral security is not valid, for any reason.

3.1.4 The Bank may register all or any of the Collateral Securities with any competent authority in accordance with any Law and in any public register. We undertake to sign any document that may reasonably be required by the Bank, to its satisfaction, in order to give effect to any Collateral Security.

3.1.5 All of our Indebtedness shall remain in full force even if the Bank waived any rights, entered into any compromise or gave any extension or concession to any of our guarantors, including to anyone who pledged an asset as security for any of our Indebtedness or if the Bank released or waived any Collateral Security or if it is found that any Collateral Security is invalid for any reason.

### 3.2 Charge Over Deposited Assets

3.2.1 All of the monies (whether in Israeli currency or in Foreign Currency), assets, negotiable instruments, non-negotiable instruments, Deposits, Savings Plans, Collateral Securities, securities, chattels and other rights of any kind or category, as well as the proceeds of all of these, which at any time were delivered to the Bank for collection or for safekeeping or by way of collateral or were deposited with the Bank or with a bailee on its behalf (hereinafter in this Letter: **"the Deposited Assets"**) are hereby charged in favour of the Bank by way of a first ranking fixed charge without limitation as to amount as security for the full and timely discharge of any Indebtedness (hereinafter in this Letter: **"the Charge Over the Deposited Assets"**).

3.2.2 Without derogating from our duty to give notices according to any Law or pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation or the Further Conditions, we undertake to notify the Bank in writing and immediately of any claim of right by any third party to any of the Deposited Assets or of any execution proceedings, or of any injunction proceedings or other proceedings commenced to attach, preserve or realize any of the Collateral Securities.

3.2.3 Section 13(b) of the Law of Pledge, 5727-1967 shall not apply in connection with the Charge Over the Deposited Assets.

3.2.4 Without derogating from our obligations to bear the fees, commissions and charges and the costs and expenses pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, we shall bear all of the fees, commissions and charges and all of the costs and expenses in connection with the creation of the Charge Over the Deposited Assets or the current operation thereof, the amendment of its terms and conditions and the actions for the preservation of its validity.

### 3.3 Special provisions relating to Bills

3.3.1 Without derogating from the provisions of Clause 3.2 above, where the Bank holds Bills signed,

endorsed or guaranteed by us which were delivered from time to time to the Bank for collection, safekeeping, as collateral or otherwise, they shall be and shall be deemed pledged and charged to the Bank as a first ranking specific charge, as security for the full and timely discharge of any Indebtedness, and shall be included in the Charge Over the Deposited Assets as aforesaid.

3.3.2 Without derogating from the rest of the provisions of the Account Opening Documentation in relation to the Bills as provided in Clause 3.3.1 above, the following provisions shall apply:

3.3.2.1 Our signature and the signature of the drawer of the Bill made out in our favour or the last endorser of the Bill who preceded us (as the case may be), are genuine and our obligations and the obligations of the drawer of the Bill or the endorser who preceded us (as the case may be) according to the Bill, are valid and genuine. Every particular that we have written on the Bill is true and correct. We are responsible for the due stamping of the Bills (in so far as may be required).

3.3.2.2 Without derogating from the provisions of Clause 3.4.1 below, the Bank may sell the aforesaid Bills or discount them, and take any legal or other action, as it deems fit for the collection of such Bills, and may charge the costs of collection to the Account, subject to any Law.

3.3.2.3 The Bank may settle with signatories, the endorsers and the guarantors or with any one of them on different terms, waive, release, accept from them partial consideration and apply the proceeds of such Bills to the discharge of any Indebtedness.

3.3.2.4 The said Bills are in our possession and in our complete ownership and they are free from any charge, attachment or third party rights of any kind and we are entitled to pledge and charge them to the Bank. We undertake not to create, without the prior written consent of the Bank, any pledge, assignment or any other charge over the Bills as aforesaid or their proceeds which confer upon any third party prior, equal or deferred rights to the rights of the Bank.

#### 3.4 Realization of the Charge Over the Deposited Assets

3.4.1 The Bank may realize the Charge Over the Deposited Assets, in whole or in part, upon the occurrence of any of the events set forth in Clause 4.1 below. Furthermore, the Bank may apply the proceeds so realized to the discharge of any Indebtedness. The realization of other collaterals, in as much as there are any, shall be effected as prescribed in the Collateral Securities Documentation.

3.4.2 For the purpose of executing the provisions of Clause 3.4.1 above, the Bank may employ all of the measures it deems fit, subject to any Law, and that includes to sell the Deposited Assets, to convert them or their proceeds into cash in the currency they are denominated or in a different currency or to take any other action in order to receive their proceeds in the respective currency of the Indebtedness (the foregoing also with regard to a financial deposit or a savings plan included in the Deposited Assets which have not yet reached maturity). We hereby give the Bank irrevocable authorization to take any action as provided in this Clause 3.4 and any irrevocable authorization given by us pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions shall

also apply to the realization of the Charge Over the Deposited Assets as aforesaid.

3.4.3 If any legal proceedings or execution proceedings, any procedures for seizure or sale or other similar proceedings, by a third party, are instituted with regard to any Collateral Security which is included in the Charge Over the Deposited Assets, we shall notify the competent authority of the rights of the Bank, we shall oppose any infraction of the rights of the Bank and we shall demand that the Bank be joined as a party to the proceedings and that its response be obtained. We shall also notify the Bank forthwith of the existence of such proceedings.

3.4.4 Should the Bank decide to realize Deposited Assets that are securities, Bills or other negotiable instruments, then three days' advance notice regarding the steps that the Bank intends to take shall be deemed to be reasonable advance notice for the purpose of Section 19(b) of the Law of Pledge, 5727-1967 or any other provision of Law replacing same. Without derogating from the aforesaid, should the Bank wish to sell securities which are charged in its favour as provided above on the Stock Exchange, the Bank may execute the sale at any price obtainable on the Stock Exchange at such time in such a sale.

3.4.5 Subject to any Law, the Bank shall be entitled to realize the Charge Over the Deposited Assets, in whole or in part, and to realize the Deposited Assets, in whole or in part, and that includes to sell the Deposited Assets by public auction or otherwise, by itself or through others, for cash or in instalments or otherwise, at a price and on such terms as the Bank in its reasonable discretion shall deem fit. Realization as aforesaid can be effected by the Bank of its own accord or through the court or an execution office, inter alia, by appointing an Appointee (at the request of the Bank), who shall be empowered, inter alia:

3.4.5.1 To call in the Deposited Assets;

3.4.5.2 To manage the Deposited Assets;

3.4.5.3 To sell or agree to the sale of the Deposited Assets, in whole or in part, to dispose of same or agree to dispose of same in such other manner or to take any other action in relation to all or any of the Deposited Assets, all on such terms as he deems fit;

3.4.5.4 To apply for and receive exemptions from tax regarding the Deposited Assets or other property which would have been available to us if we had executed any transaction involving them, including any sale transaction.

3.4.6 Should the payment date of any amounts on account of any of our Indebtedness to the Bank, in whole or in part, including on account of the Amounts of the Credit, not yet have fallen due at the time of the realization of the Deposited Assets or that such amounts be due to the Bank contingently only (hereinafter in this clause: "**the Amounts Payable in the Future**"), the Bank shall continue with the realization proceedings and shall be entitled to recover out of the proceeds of the sale and out of anything it may receive under this Clause 3.4 above, an amount sufficient to cover any Indebtedness, including the Amounts Payable in the Future, and the amount so recovered and yet to be appropriated to the discharge of any Indebtedness, shall continue to be charged to the Bank (by way of substitution of pledge) as security for the performance of any Indebtedness, including for the discharge of all the Amounts Payable in the Future, and be held by the Bank until their discharge in full.

3.4.7 If the Deposited Asset that is realized is a Deposit or a Savings Plan or an amount howsoever deposited for a period of time, the provisions of

the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions shall apply in relation to the breakage of the Deposit or the Savings Plan or in relation to the prepayment of any amount deposited, as the case may be. If the Deposited Asset that is realized is a security or Foreign Currency or a Bill or any other Collateral Security, the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions shall apply in relation to the sale of any of the assets, the collection of their proceeds, their presentment for payment and the conversion of their proceeds.

- 3.4.8 Without derogating from our obligations to bear the fees, commissions and charges and the costs and expenses pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, we shall bear all of the fees, commissions and charges and all of the reasonable costs and expenses in connection with the collection of our Indebtedness and in connection with the realization of the Charge Over the Deposited Assets, in whole or in part, as provided in this Clause 3.4 above, which the Bank could not avoid by taking reasonable measures including Appointees' fees and the costs, expenses and reasonable legal fees, storage charges and fees. All of the aforesaid fees, commissions, charges and costs and expenses, coupled with Interest at the Maximum Rate which shall be calculated thereon as provided in the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, shall be secured by the Charge Over the Deposited Assets.

#### 4. Immediate Repayment

- 4.1 Without prejudice to any of the rights of the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions and under any Law, the Bank may, upon the occurrence of any of the events enumerated in this Clause 4.1 below, irrespective of whether they occurred in Israel or outside Israel advance the date of payment of the Amounts of the Credit, in whole or in part, and render immediately repayable the Amounts of the Credit, in whole or in part, and require us to pay same to the Bank. Before the Bank takes such action, the Bank shall give prior notice thereof, if and in as much as it is required by Law to do so, and that includes giving us 21 Business Days' prior notice, as required under Section 5. A. 1. Of the Banking (Service to the Customer) Law, 5741-1981 (in such cases where the Bank is obliged to give such notice), or such other obligatory period which there may be from time pursuant to said provision of Law, subject to and in accordance with the reservations and the clarifications prescribed under the relevant provision of Law.
- 4.1.1 If we commit a breach of or fail to perform any of the terms and conditions contained in the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation or the Further Conditions or any of our obligations pursuant thereto;
- 4.1.2 If it transpires that any declaration or representation made by us in the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation or the Further Conditions or any of our obligations pursuant thereto is incorrect or inaccurate or incomplete;
- 4.1.3 If we intend to make any Structural Change relative to us, or if we adopt any resolution with regard to any Structural Change relative to us or if any Structural Change relative to us has been made;

- 4.1.4 If we adopt a voluntary winding-up resolution or if with respect to us there is lodged any petition for commencing insolvency proceedings of any kind, including any winding-up petition or bankruptcy petition is filed against us or if any petition is filed for an order for commencing proceedings winding-up or bankruptcy is made against us; or if an application is filed for a freeze of proceedings with respect to us or an order freezing proceedings against us is given; or if a temporary or permanent liquidator, special manager or receiver in bankruptcy, trustee or other Appointee is appointed over us in connection with any of the events detailed in this sub-clause;
- 4.1.5 If we declare our intention to conduct negotiations or if negotiations are being conducted for the purpose of advancing an arrangement or compromise proposal between ourselves and our creditors or between ourselves and any of them or between ourselves and our members or our shareholders or between ourselves or a particular category of them pertaining (among other things) to our debt to any of the creditors, the members or the shareholders as aforesaid; or if an application is lodged with the court for an arrangement or compromise as aforesaid with respect to us or if any such arrangement or compromise proposal is approved by the creditors or members or shareholders as aforesaid and/or by the court; or if an application is lodged with the court for the appointment of an expert to examine the debt arrangement with respect to us or if an expert is appointed as aforesaid or other Appointee in connection with any of the events detailed in this sub-clause above, under a permanent or temporary appointment;
- 4.1.6 If a petition is filed for the receivership over all of our property or over an asset or assets owned by us, which by their nature or extent are material, or over any Deposited Assets or over any of the rest of the Collateral Securities given or which may be given to the Bank by us or on our behalf as security for our Indebtedness, in whole or in part, or if a receiving order is given as aforesaid or if an Appointee is appointed in order to realize assets as aforesaid by temporary or permanent appointment (including a receiver or a trustee);
- 4.1.7 If application is made for an attachment or if an attachment is levied or any similar act of execution is taken or any other collection proceeding is instituted over all of our property or over an asset or assets owned by us, which by their nature or extent are material, or over any Deposited Assets, or over any of the rest of the Collateral Securities given or which may be given to the Bank by us or on our behalf as security for our Indebtedness, in whole or in part.
- 4.1.8 If we are a public company (as defined in the Companies Law), a public limited partnership (as defined in the Partnerships Ordinance [New Version], 5735-1975) or other corporation the capital rights therein (namely, the rights which by their nature resemble the cluster of rights which constitute a share in a company) are registered for trade on the Stock Exchange or are held by the public (in Israel or abroad) and it appears to the Bank that there is a change of Control over us as against the way things were at the time this Letter was signed: or if we are another corporation, and it appears to the Bank, in its discretion, that there is a change in ownership of us or of Control over us as against the way things were at the time this Letter was signed (and in the case of a partnership that is not a public limited partnership as aforesaid – there is a change as aforesaid in the general partner or in the limited partners).
- 4.1.9 If we give notice that we are or will be unable to pay all or any of our debts as they mature or if we



cease to pay all or any of our debts or to conduct our business;

- 4.1.10 If work at our business or a part thereof ceases for 30 days or more, or if at the discretion of the Bank any of the following occurs in so far as it amounts to a material change in most of our business activities: (a) a material change in our area of activity; (b) a change in the mix of our activity such that the main activity became more risky; (c) a material change in the geographical area of our activity (for example entering into material activity outside Israel which did not exist when entering into the relevant Credit Documentation with the Bank) or entering into material activity in high risk countries;
- 4.1.11 If an occurrence has taken place or if there occurs a change (or a series of occurrences or changes) which is or are or is or are liable to have a material adverse effect. With reference thereto, the term "material adverse effect" means: any cause or circumstance which have, or probably have, a material adverse effect on us, including on our business activity, our financial condition, our business performance, our assets, our property, on our ability to carry out and perform any of our obligations pursuant to the Credit Documentation and the Collateral Securities Documentation, or on the effectiveness of such documents or any of them, the ability to enforce them or to enforce any of the rights of the Bank pursuant thereto;
- 4.1.12 If we fall behind in the payment of any amount of the Amounts of the Credit or in the payment of any other amount owed by us to the Bank which is in arrears for more than 7 (seven) days;
- 4.1.13 If one or more of the following events happens to us: Death, legal incapacity; act of bankruptcy; there is issued against us an order whereby proceedings are commenced pursuant to the Insolvency and Economic Recovery Law, 5778-2018; held on remand; imprisonment; leaving the country;
- 4.1.14 If, in the discretion of the Bank and in its estimation, a deterioration has occurred in the Collateral Securities given or which may be given for securing the discharge of any of our Indebtedness, including in their value, their validity, in their lawfulness, in their enforceability or in the rights that they confer as against the way they were on the day they were created;
- 4.1.15 If we shall be required to repay or discharge any of the debts or obligations, in whole or in part, which we owe or may owe to other creditors, by way of immediate repayment or by payment other than in accordance with the original schedule of repayment or discharge of such debts or obligations;
- 4.1.16 If any licence or concession which is material to our activity is revoked;
- 4.1.17 If we are in breach of our undertaking to furnish the Bank with Financial Statements, books of account, assessments of value including valuations by an appraiser, approval of an external auditor, or other authorities, documents and materials in relation to the state of our affairs, assets and liabilities or if we are in breach of any Law or requirement, directive or other instruction of any competent authority which obligates us to provide or to publish various reports or documents;
- 4.1.18 If our name is about to be struck off or is struck off any register kept by operation of law, or if there is recorded in any register kept with respect to us with the Registrar of Companies any warning of any intention to register us as an infringing company (as set forth in Section 362A(a) of the Companies Law) or if we are recorded in such register as an infringing company;

4.1.19 If any of the events enumerated above in the sub-clauses of this clause occurs, mutatis mutandis, in respect of any guarantor for the performance of any of our Indebtedness or, if we are a partnership, to a partner amongst us who is not a limited partner;

4.1.20 If there occurs one or more of the events enumerated in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions and by virtue of their having occurred the Bank may render any Indebtedness immediately payable.

4.2 In addition to and without derogating from any of the rights of the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions or pursuant to any Law, upon the occurrence of any of the events enumerated in this clause above, the Bank may refrain from providing (or refrain from continuing to provide) us with any Credit which the Bank undertook to provide us (or to continue to provide).

4.3 We undertake to pay the Bank, upon its demand, all of the amounts the payment of which is required by the Bank as provided in this clause above coupled with all of the amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions (including fees, commissions and charges on account of the prepayment of the Credit prior to the original date set for the payment thereof).

4.4 In addition, upon the occurrence of any of the events enumerated in this clause above, the Bank may take whatever measures it deems fit for the collection of all of the amounts as provided in this clause above and realize its rights pursuant to any of the documents signed vis à vis the Bank by us or by any third party on our behalf and that includes debiting any account with the Bank maintained in our name with any of the amounts as provided in this clause above, in whole or in part, and realize any of the Collateral Securities, all at its discretion, by any means permitted by Law.

4.5 Suffice it for just one of the events set forth in any of the sub-clauses of this clause above to have occurred in order to enforce the various rights of the Bank pursuant to this clause above, and the Bank may enforce each one of its rights as aforesaid separately and independently of any other.

## 5. Change of Law and Illegality

5.1 In case of any Change of Law as a result of which or in connection therewith:

5.1.1 There applies to the Bank an obligation to hold liquid assets to any degree or in any currencies in connection with the provision of the relevant Credit or the continued provision thereof; or

5.1.2 The Bank is obliged to pay or make provision for any payments to the State, to the Bank of Israel or to any other competent authority in connection with the provision of the relevant Credit or the continued provision thereof; or

5.1.3 The amounts payable to the Bank according to the terms of the relevant Credit are reduced or the return arising from or which should have arisen from the relevant Credit as against the terms of such Credit or the return arising from or which should have arisen from the terms of such Credit when the relevant Credit Documentation was signed is reduced;

We shall pay to the Bank additional payments, in amounts and on dates as shall be determined by the Bank by notice in writing, which shall, in the opinion of the Bank, be sufficient to indemnify and to compensate the Bank for any increased cost of the relevant Credit or for expenses, provisions, reduction of payments or reduction of return as aforesaid (hereinafter in this Letter: **"the Additional Amounts"** and **"the Notice from the Bank"**).

- 5.2 Notwithstanding the provisions of Clause 5.1 above, we shall not be obliged to pay the Bank the Additional Amounts in the event that all of the following conditions are fulfilled on a cumulative basis:
- 5.2.1 We notify the Bank in writing, within 14 days of the date of the Notice from the Bank that we wish to prepay in full the balance of the relevant Credit (hereinafter in this Clause 5.2: **"Our Notice to the Bank"**); and
- 5.2.2 We shall in fact pay in full the balance of the relevant Credit as stated in Our Notice to the Bank, including fees, commissions and charges on account of the prepayment of the relevant Credit prior to the original date set for the payment thereof, on a date not less than 7 days following the date on which Our Notice to the Bank was delivered.
- 5.3 Whenever there occurs an Event of Illegality the Bank shall notify us thereof in writing and may require the payment in full of the balance of the relevant Credit and cancel any Credit Facility allocated to us in the Account or to set it at the utilized amount thereof. We undertake to pay the Bank, according to its notice, in full the balance of the relevant Credit the payment of which was demanded by the Bank as aforesaid (including fees, commissions and charges on account of the prepayment of the relevant Credit prior to the original date set for the payment thereof), on the specified date set by the Bank in the Notice from the Bank.
- 5.4 The provisions of Clause 5 above shall apply even if the Bank institutes any proceedings, including legal proceedings, for the collection of amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions.
- 6. Assignment of Rights and Disclosure of Information**
- 6.1 In this Clause 6 the following terms shall have the meanings as set out next to them:
- 6.1.1 **"Transfer"** – any sale, transfer, assignment or any other mode of transfer, in whole or in part, directly or by means of a special purpose company, in full or by means of the sale of rights to participate (participations) and in any other way which the Bank deems appropriate. The Transfer may be made to one or more Transferees, at the same time or from time to time.
- 6.1.2 **"Information"** – any information which is presently held by the Bank or which may be held by it in the future (including information communicated to the Bank by us or information about us, which in the discretion of the Bank it is necessary or desirable to communicate in connection with the Transfer of the Rights and Obligations in the Credit), including information about Credit granted or which may be granted to us pursuant to any of the Credit Documentation as well as information about the Collateral Securities.
- 6.1.3 **"Transferee"** – any person or corporation, whether from Israel or outside Israel.
- 6.1.4 **"Potential Transferee"** – a Transferee with whom the Bank is conducting or may conduct negotiations for the purpose of the Transfer to him of the Rights and Obligations in the Credit;
- 6.1.5 **"the Rights and Obligations in the Credit"** – The rights and obligations of the Bank in connection with Credit and under the Credit Documentation and the rights of the Bank in connection with the Collateral Securities and pursuant to the Collateral Securities Documentation.
- 6.1.6 **"Advisers"** – advisers on behalf of the Bank or on behalf of any Potential Transferee and companies engaging in credit rating who may be employed for the purpose of rating the Rights and Obligations in the Credit and a revaluing company on which may rely bodies under the supervision of the Capital Markets, Insurance and Savings Division of the Ministry of Finance for the purpose of quoting prices of their non-tradable debt assets.
- 6.2 The Bank may at any time, at its discretion and without having to obtain our consent thereto (subject to any Law), effect a Transfer of the Rights and Obligations in the Credit, in whole or in part (except that we shall not bear any cost or expense arising from the Transfer or in connection therewith and which is known at the time of the Transfer):
- 6.2.1 To any Transferee that is a body among the following bodies: A joint investment trust fund within the meaning thereof in the Joint Investment Trust Fund Law, 5754-1994, or a company that manages such a fund; a provident fund or a managing company as defined in the Supervision of Financial Services (Provident Funds) Law, 5765- 2005; an insurer within the meaning thereof in the Supervision of Financial Services (Insurance) Law, 5741-1981; a banking corporation and an auxiliary corporation within the meaning thereof in the Banking (Licensing) Law, 5741-1981 and a corporation from the group of companies to which a banking corporation belongs as aforesaid: an investment fund, as defined in the Supervision of Financial Services (Provident Funds) (Direct Expenses on Account of the Execution of Transactions) Regulations, 5768-2008 or any corporation under the Control of the bodies specified above, and to bodies outside Israel that correspond to the bodies specified above (that are supervised by the relevant authority in the country of their incorporation or in the countries where they operate); or –
- 6.2.2 As part of a securitization transaction (or a similar transaction as part of which the Rights and Obligations in the Credit are transferred to a designated issuing corporation) or as part of any other transaction of transferring risk or exposure or the hedging thereof; or-
- 6.2.3 To any Transferee (even if not among the Transferees specified in Clause 6.2 above), at the discretion of the Bank and without limitation (except if and in as much as such limitation is imposed by Law) – if an event occurs which confers upon the Bank the right to render the Credit immediately payable, as set forth in Clause 4.1 above.
- 6.3 If the Credit Documentation and the Collateral Securities Documentation include associated rights and obligations against us that do not constitute Credit (for example a right or a duty to grant us a Banking Service which accompanies Credit or depositing assets, as part of the Credit transaction), the Bank may also transfer the said rights and obligations, together with the Rights and Obligations in the Credit, pursuant to the conditions specified above, subject to any Law.
- 6.4 For the removal of any doubt, whenever the Rights and Obligations in the Credit are transferred, the Bank shall not be precluded from acting as credit manager, as trustee of collateral securities or in any other capacity in connection with the Rights and Obligations in the Credit as aforesaid.
- 6.5 We undertake to act in cooperation for the purpose of effecting a Transfer of the Rights and Obligations in the Credit as aforesaid, and this includes the signing of any document which may be required for that purpose and the performance of any action which may be required by the Bank, for the purpose of effecting a Transfer of the Rights and Obligations in the Credit (to the extent relevant) provided that we will not be required to bear any costs and expenses for such purpose.
- 6.6 The Bank may, at any time, disclose Information to any Potential Transferee, to any Transferee to whom a Transfer has been made, to any Advisers or relevant parties. Furthermore, the Bank may, at any time, disclose Information to Advisers or to relevant parties, for the purpose of entering into a potential securitization transaction (or similar transaction as part of which the Rights and Obligations in the Credit are transferred to a

designated issuing corporation) or into any other transaction of transferring risk or exposure or the hedging thereof. The disclosure of such Information shall be subject to the recipients of the Information as aforesaid signing a letter of undertaking for the preservation of secrecy as shall be acceptable to the Bank, except if the recipients of the Information as aforesaid are bound by Law to the preservation of secrecy.

- 6.7 We are not at liberty to effect a Transfer to anyone else of any of our rights or obligations in connection with the relevant Credit pursuant to the Credit Documentation and the Collateral Securities Documentation, or in connection with the Account pursuant to the Account Opening Documentation and the Further Conditions without first obtaining the written consent of the Bank.

## 7. Provision of Financial Statements and Other Information

- 7.1 We undertake to provide the Bank with Financial Statements at our own expense, with such dispatch and frequency as the Bank may instruct us from time to time. It is a condition precedent to the provision of Credit and to the continued provision thereof that Financial Statements be provided to the Bank, as required in accordance with the regulations of the Bank of Israel or of any other competent authority or in accordance with the provisions of any Law.
- 7.2 Without derogating from the provisions of Clause 7.1 above, we undertake, as required by the Bank from time to time, to make available to the Bank or a representative of the Bank for review during usual working hours, any financial statement, book of account, card/s or card index, tape, ledgers, other sources, materials and documents as well as any information in relation to our financial and operational condition or the state of our affairs, as the Bank may request from time to time.
- 7.3 Without derogating from our duty to deliver notices pursuant to any Law or pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, we undertake to notify the Bank in writing and immediately of any of the events enumerated in Clause 4.1 above and of any event where the provision of Credit or its continued provision (including by way of its automatic renewal in accordance with the terms of the relevant Credit) would be in breach of any Law applicable to us.

## 8. Administration of the Credit

The Bank may administer the Credit or any part thereof by booking same, in whole or in part, with any branch of the Bank as the Bank may choose, whether in Israel or abroad. In addition, the Bank may from time to time, at the sole discretion of the Bank and without any further consent being required from us, transfer the administration of the Credit or any part thereof from one branch of the Bank to another branch of the Bank, whether in Israel or abroad.

## 9. Interpretation and Definitions

- 9.1 Nothing herein contained shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant hereto are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 9.2 Wherever in this Letter the term "Specific Application" is cited, the intention is a Specific Application for the provision of Credit of different categories, the extension of the validity thereof or the amendment of the terms for the provision thereof in any other way, as the case may be.
- 9.3 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 9.4 In this Letter the following terms shall have the meaning as set out next to them:

- 9.4.1 **"Event of Illegality"** – any of the following events:

9.4.1.1 If the Bank is unable to refinance itself in the relevant Currency of the Credit due to changes affecting any of the international money markets, or if the Bank is unable to determine the rate of interest applicable to the relevant Credit, for any reason, or if the continued provision of the relevant Credit, in whole or in part, on its existing terms becomes unlawful or impracticable, for any reason;

or –

9.4.1.2 As a result of any Change of Law or in view of any changes that occur with respect to us or our affairs, the continued provision of the relevant Credit by the Bank, in whole or in part, the terms thereof, as they may be at any relevant time, or giving effect to obligations or exercising the rights of the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation or the Further Conditions in connection with the relevant Credit, become unlawful or constitute a breach of the Law on the part of the Bank (including a breach of any regulation, rule, instruction, directive or order). For the purpose of this clause, where the Bank exceeds the limitations imposed by Bank of Israel regulations, and in particular the Proper Conduct of Banking Business Directive 313 in the matter of the indebtedness of a single borrower or a group of borrowers, shall be a breach of the Law as aforesaid.

- 9.4.2 **"Collateral Securities"** – all of the sureties, the charges, the pledges and the other Collateral Securities for our Indebtedness, of any kind or category, which have been given or which may be given to the Bank by us or by any third party on our behalf, including a pledgor of property as security for our obligations, including all of the Deposited Assets.

- 9.4.3 **"Financial Statements"** – any periodic financial statements, prepared in the form prescribed by any Law and in accordance with generally accepted accounting principles which we or any subsidiary company of ours or any guarantor for the payment of any of the Amounts of the Credit are obliged or may be obliged to prepare under any Law.

- 9.4.4 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.

- 9.4.5 **"Collection Proceeding"** – a collection proceeding pursuant to the Execution Law, 5727-1967, pursuant to the Center for Collecting Fines, Fees and Costs Law, 5735-1995, pursuant to the Taxes (Collection) Ordinance or pursuant to any other law conferring collection powers corresponding to the powers conferred in these proceedings;

- 9.4.6 **"Arrangement"** – any arrangement, arrangement of debt or compromise proposal.

- 9.4.7 **"this Letter"** – this Letter of General Conditions for Receiving Credit, as may be amended from time to time.

- 9.4.8 **"the Currency of the Credit"** – the type of currency in which the respective Credit is made available to us.

- 9.4.9 **"the Credit Documentation"** – as the case may be and in as much as relevant to the Areas of Activity: This Letter and any of the Account Opening Documentation and all of the conditions and the documents included in the



Additional Conditions dealing with Credit or which regulate any matter having to do with Credit.

- 9.4.10 **"the Collateral Securities Documentation"** – the documents, deeds of pledge, debentures, letters of undertaking and letters of guarantee and all of the conditions and the documents included in the Additional Conditions dealing with Collateral Securities or which regulate any matter having to do with Collateral Securities.
- 9.4.11 **"the Amounts of the Credit"** – any amount which we owe or may owe the Bank in respect of or in connection with the respective Credit, including the amounts of principal, interest, default interest, fees, commissions and charges, costs and expenses, linkage differences, the Additional Amounts and any other amount pursuant to any of the Credit Documentation and the Collateral Securities Documentation.
- 9.4.12 **"Change of Law"** – the application of new Law, new legislation or change in existing Law or in the way it is applied or implemented which are introduced after the date of signature of the Credit Documentation, including: any change in the interpretation of existing Law; any new requirement addressed to the Bank by the Bank of Israel, including any new obligation pursuant to any agreement that banks in Israel have entered into with the Bank of Israel or any change in the common banking practice towards the Bank of Israel; any new requirement addressed to the Bank by any other competent authority in any relevant jurisdiction; all of which – even if such Law, change or requirement or obligation or practice are not mandatory with respect to the Bank but banks or other financial institutions usually adhere to them, and in any relevant jurisdiction. For the purpose hereof "Law" – as defined in the Application to Open an Account and any regulation, rule, instruction, directive, order or obligation towards the Bank of Israel or practice as aforesaid.
- 9.4.13 **"Control"** – as defined in the Securities Law, and with respect to a corporation to which the Securities Law does not apply – with the necessary changes.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account and of the General Conditions for Receiving Credit, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Loans". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Loans", we may request the Bank to provide us, from time to time, with Loans for the Account. For that purpose, we may submit to the Bank from time to time, a Specific Application for the provision of a Loan, in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Credit Documentation relevant to the Loan and shall complement them (hereinafter in this Letter: a **"Specific Application"**).
- 1.3 Each Specific Application shall specify, among other things: The amount of the Principal of the Loan, the rate of interest on the Loan, the dates of payment of the Principal of the Loan and of the interest, the terms of linkage (if there are any), the fees, commissions and charges and the costs and expenses in connection with the Loan, in as much as there are any, the Account to be Debited and any additional information or condition as determined by the Bank.
- 1.4 If the Bank complies with any Specific Application, the Bank will post the amount of the Principal of the Loan to the credit of the Current Account maintained within the Account in the relevant Currency of the Credit.
- 1.5 The date on which is granted each Loan that may be made available to us further to the Specific Application shall be the date for which such Current Account is credited with the amount of the Principal of the Loan (hereinafter in this Letter: **"the Date on Which the Loan Is Granted"**). Only the Actual Crediting of the Current Account with the amount of the Principal of the Loan will constitute the agreement of the Bank to comply with our request to provide the Loan. Commencing from the Date on Which the Loan Is Granted, there shall apply to the Loan, including the calculation of interest on account of and in connection with the Loan, all of the terms and conditions of the Loan Documentation.

## 2. Payments of the Amounts of the Credit and the Account To Be Debited

- 2.1 We undertake to repay the Amounts of the Credit on the dates as specified in the Credit Documentation relevant to the Loan.
- 2.2 In the framework of the Specific Application we shall give the Bank a Debit Instruction or we shall undertake to pay directly all of the Amounts of the Credit on the Agreed Repayment Dates as set forth in the Credit Documentation as aforesaid.
- 2.3 The Bank shall act according to the Debit Instruction which may be given to it as provided in Clause 2.2 above, save in cases where the following two conditions are met on a cumulative basis:
  - 2.3.1 We notify the Bank, in writing, at least 3 Business Days prior to the Agreed Repayment Date of any of the Amounts of the Credit that we are about to pay directly an amount due to the Bank at such time on account of the Amounts of the Credit (hereinafter in this Clause 2: **"the Amount for Direct Payment"**); and –
  - 2.3.2 We pay directly the Amount for Direct Payment on its Agreed Repayment Date.
- 2.4 Once we have paid the Amount for Direct Payment as provided in Clause 2.3 above, the Bank shall act according to the Debit Instruction save in relation to the Amount for Direct Payment actually paid by us as provided in Clause 2.3.2 above.

- 2.5 In the event that the Account To Be Debited is a Current Account maintained with the Bank:

- 2.5.1 If on the Agreed Repayment Date of any of the Amounts of the Credit (hereinafter in this Clause 2: **"the Amounts To Be Debited"**), there is no Balance Available for Withdrawal in the Account To Be Debited to cover in full the Amounts To Be Debited (hereinafter in this Clause 2: a **"Balance Available for Payment"**), the Bank may refrain from executing the Debit Instruction on the Agreed Repayment Date as aforesaid, in relation to any of the Amounts To Be Debited in whole or in part.
- 2.5.2 Without derogating from the provisions of Clause 2.5.1 above, the Bank may execute the Debit Instruction on the Agreed Repayment Date or, from time to time, on any Business Day following the Agreed Repayment Date on which there is in the Account To Be Debited a Balance Available for Payment of any sum, by debiting the Account To Be Debited with the amount of the Balance Available for Payment, in whole or in part, all at the discretion of the Bank and subject to any Law. If the Bank debits the Account To Be Debited with any of the Amounts To Be Debited in whole or in part, and it transpires that in the Account To Be Debited there is an insufficient Balance Available for Payment of such amount, the Bank may cancel any such debit, in whole or in part, and treat any amount the debiting of which was cancelled as an unpaid amount on account of the Amounts of the Credit. Accordingly, the Bank may take any action as it deems appropriate under the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions.

- 2.6 The Bank is not obliged to check whether on any of the dates of execution of the Debit Instruction there is in the Account To Be Debited a Balance Available for Payment sufficient for executing the Debit Instruction and we shall bear any expenses liable to arise from the absence of any Balance Available for Payment as aforesaid on such date, all of the foregoing being subject to any Law.
- 2.7 In any case where the repayment of any of the Amounts of the Credit is effected by means of debiting the Account To Be Debited, it may be that the rate of the interest with which we may be charged on Debit Balances which may be incurred as a result thereof in the Account To Be Debited, will be higher than the rate of default interest.
- 2.8 No provision of this Letter or of the Specific Application operates so as to detract from any of the rights of the Bank, including its right to debit any Current Account with any of the Amounts of the Credit in case we do not pay any such amount on the Agreed Repayment Date therefor.

## 3. Repayment Schedule

Particulars of the payments and the repayment dates of the Principal of the Loan and the Interest will be contained in a repayment schedule which will be sent to us by the Bank shortly after the Date on Which the Loan Is Granted (hereinafter in this Letter: **"the Repayment Schedule"**). The Repayment Schedule will constitute an integral part of the Credit Documentation. If the Repayment Schedule does not reach us within 30 days of the respective Date on Which the Loan Is Granted, we undertake to notify the Bank accordingly in writing.

## 4. The Interest

Each Loan shall bear interest as provided in the Specific Application (hereinafter in this Letter: **"the Interest"**), which will accrue as calculated by the Bank, commencing on the Date on Which the Loan Is Granted, and will be charged on the dates specified in the Repayment Schedule. The basis for calculating the Interest should be set forth in the Repayment Schedule.

## 5. Linkage Differences

In any case where amounts due to the Bank on account of the Amounts of the Credit are linked to the Index (hereinafter in this Clause 5: **"the Amounts Linked to the Index"**), the following linkage terms shall apply thereto:

- 5.1 If it transpires that the New Index rose or fell in comparison to the Base Index, we shall pay the Bank the Amounts Linked to the Index multiplied by the New Index and divided by the Base Index.
- 5.2 If it transpires that the New Index neither rose nor fell in comparison to the Base Index, we shall pay the Amounts Linked to the Index without any linkage.
- 5.3 If prior to any date a New Index which was to have been published prior to such date is not published, then for the purpose of calculating linkage differences as provided in this clause, **"the New Index"** shall be the Index last published prior to the date as aforesaid (hereinafter in this Clause 5: **"the Provisional Index"**). The Provisional Index shall serve for calculating linkage differences as provided in this Clause until the publication of a new index (hereinafter in this Clause 5: **"the Index Published Late"**).
- 5.4 If it transpires that the Index Published Late rose or fell in comparison to the Provisional Index, we shall be debited or credited by the Bank with the predicated differences, as the case may be. If it transpires that the Index Published Late neither rose nor fell in comparison to the Base Index, we shall pay the Amounts Linked to the Index without any linkage.  
(Hereinafter in this Letter: **"Linkage Differences"**).

## 6. Default Interest

Subject to any Law:

- 6.1 If for any reason, including due to not having executed a Debit Instruction, any of the Amounts of the Credit is not actually paid on its Agreed Repayment Date, or – if no date has been fixed for the payment of such Amount – on the date we are required to pay same (hereinafter in this Letter: **"the Amount in Arrears"**), the Amount in Arrears shall bear interest for being in arrears in the payment thereof at a rate as set forth in the relevant Credit Documentation (hereinafter in this Letter: **"Default Interest"**).
- 6.2 The Amount in Arrears shall bear Default Interest from the Agreed Repayment Date of such amount, or – if no date has been fixed for the payment thereof – then from the date we are required to pay same, until the Actual Repayment Date of such amount.
- 6.3 The Bank may convert any Amount in Arrears on account of a Foreign Currency Loan as well as the Default Interest accrued thereon into Israeli currency, at any time after the Amount in Arrears materializes as aforesaid and at the discretion of the Bank. The conversion of any Amount in Arrears on account of a Foreign Currency Loan and the Default Interest accrued thereon into Israeli currency as aforesaid, shall be carried out according to the Bank's Customary Selling Rate published on the Business Day on which the actual conversion is executed by the Bank (hereinafter in this Clause 6 respectively: **"the Conversion of an Amount in Arrears"** and **"the Amount in Arrears Which Was Converted"**).
- 6.4 When the Conversion of an Amount in Arrears has been accomplished as provided in Clause 6.3 above, the following shall apply:
  - 6.4.1 Commencing from the Agreed Repayment Date of the Amount in Arrears as aforesaid, or – if no date has been fixed for the payment thereof – on the date we are required to pay same until the day on which the Conversion of the Amount in Arrears has been accomplished (hereinafter in this Clause 6: **"the Conversion Date"**), excluding such day – each Amount in Arrears shall bear Default Interest at the rate as provided in Clause 6.1 above;
  - 6.4.2 Commencing on the Conversion Date and until the Actual Repayment Date occurs of the Amount in Arrears Which Was Converted (excluding such day) – each Amount in Arrears

Which was Converted shall bear Interest at the Maximum Rate applicable to the Current Account maintained in Israeli currency.

- 6.5 Default Interest shall be calculated by the Bank on the daily, weekly or other balances of the Amount in Arrears, or the Amount in Arrears Which Was Converted, as the case may be, at the discretion of the Bank and shall be compounded with the Amount in Arrears or with the Amount in Arrears Which Was Converted, as the case may be, at the end of every three months or other period as the Bank shall determine in its discretion.
- 6.6 Default Interest on account of any Amount in Arrears shall be paid by us in the Currency of the Credit. Default Interest on any Amount in Arrears Which Was Converted shall be paid by us in Israeli currency.

## 7. Linkage Differences on Account of Arrears

Without derogating from the rest of the Account Opening Documentation and in particular from the provisions of Clause 6 above and in addition thereto:

- 7.1 For the purpose of calculating Linkage Differences, as provided in Clause 5 above on account of the Amount in Arrears and on account of Default Interest, the Base Index shall be the last known Index on the Agreed Repayment Date of the Amount in Arrears, or – if no date has been fixed for the payment thereof, the last known Index on the date we are required to pay any Amount in Arrears as aforesaid (hereinafter in this Clause 7: **"the Base Index for the Amount in Arrears"**).
- 7.2 Linkage Differences as provided in Clause 5 above shall be calculated on the Amount in Arrears and on the Default Interest as provided in Clause 7.1 above, from the Agreed Repayment Date of the Amount in Arrears, or – if no date has been fixed for the payment thereof – from the date we are required to pay any such Amount and until the Actual Repayment Date of such amount. If it transpires that the New Index neither rose nor fell in comparison to the Base Index for the Amount in Arrears, no Linkage Differences shall be paid on the Amount in Arrears and on the relevant Default Interest for the period during which the payment of which was in arrears.

## 8. Adjustment of Dates

Subject to any Law:

- 8.1 For a Loan in Israeli Currency – if the Agreed Repayment Date of any of the Amounts of the Credit falls on a day which is not a Business Day, the Agreed Repayment Date of such amount shall be deferred to the first Business Day next following and such amount shall bear interest at the rate of the Interest also for the period for which the Agreed Repayment Date was deferred as aforesaid.
- 8.2 For a Loan in Foreign Currency:
  - 8.2.1 In this Clause 8.2 – **"the Specific Date"** means any of the following dates: The Agreed Repayment Date of any of the Amounts of the Credit; the date on which, according to the terms of the Specific Application, any interest is supposed to accrue on the Principal of the Loan; the commencement date of a Special Period.
  - 8.2.2 If the Specific Date falls due on a day which is not a Business Day:
    - 8.2.2.1 The Specific Date shall be deferred to the next Business Day, except that if the next Business Day falls due in the next calendar month, then the Specific Date shall be brought forward to the previous Business Day.
    - 8.2.2.2 The Interest Calculation Period (in relation to any amount the Agreed Repayment Date of which was deferred or brought forward, or in relation to any amount the date on which the interest (that was calculated in respect thereof) was compounded with the Principal of the Loan, was deferred or brought forward) shall be extended or shortened, as the case may be, and shall end on the day the deferred



Agreed Repayment Date falls due (not including such day), or on the day the compounding of the interest with the Principal of the Loan was deferred (not including such day), as the case may be.

- 8.2.3 If the Agreed Repayment Date of any amount of the Amounts of the Credit is deferred as provided in Clause 8.2.2 above, the Interest on such amount (as well as, in accordance with the terms of the Loan – on all of the unpaid balance of the Principal of the Loan), for the period during which the Agreed Repayment Date of such amount was deferred, shall be calculated as follows:

8.2.3.1 If the Agreed Repayment Date of any amount of the Amounts of the Credit is not the Interest Update Period Commencement Date – according to the rate of the Interest on the principal which was in effect on the Agreed Repayment Date as aforesaid, prior to the deferment thereof under Clause 8.2.2 above.

8.2.3.2 If the Agreed Repayment Date of any amount of the Amounts of the Credit is also the Interest Update Period Commencement Date – according to the rate of the Interest on the principal which was in effect on the Business Day which preceded the Agreed Repayment Date as aforesaid.

## 9. Prepayment

- 9.1 We may request the Bank to repay any Loan given to us by the Bank, in whole or in part, prior to the Agreed Repayment Date of such Loan in accordance with the terms of the respective Specific Application for a Loan (hereinafter in this Clause 9: **“Prepayment”**), subject to the conditions that the Bank may determine in connection with the execution of the Prepayment, including payment of fees for Prepayment and of whatever additional amounts, as may be determined by the Bank or the determination of minimum repayment instalments for the partial Prepayment of the Loan or the determination of advance notice dates for the Prepayment of the Loan or part thereof, all subject to the provisions of any Law.
- 9.2 If under the provisions of any Law the Bank may charge fees for Prepayment or any other payment as aforesaid according to different rates or amounts, the Bank shall charge the highest rate or amount from among them.
- 9.3 Notwithstanding the provisions of Clause 9 above, the Bank may refrain from allowing us to effect Prepayment on reasonable grounds, all subject to the provisions of any Law.
- 9.4 The rights of the Bank to charge fees for Prepayment and additional amounts as provided above shall also apply where the Bank renders immediately payable the Amounts of the Credit, in whole or in part, in accordance with the provisions of the Credit Documentation and subject to any Law.
- 9.5 Prepayment of any amount of the Amounts of the Credit in Foreign Currency, if carried out, shall be carried out only on a day which is Business Day.

## 10. Renewable Loan

- 10.1 If in the framework of the Specific Application we request that the Bank provide us for the Account, at the end of the relevant Period of the Loan (hereinafter in this Clause 10: **“the Existing Loan”**) an additional loan the amount of which is identical to the amount of the Principal of the Existing Loan (hereinafter in this Clause 10: **“the Requested Renewable Loan”**), the following conditions shall also apply to the Requested Renewable Loan:
- 10.1.1 The Requested Renewable Loan shall be made available to us for a period identical to the period of the Existing Loan, on the same terms and conditions on which the Existing Loan was made available to us, with the necessary changes;
- 10.1.2 The amount of the Principal of the Requested Renewable Loan shall serve only for the

purpose of repayment of the amount of the Principal of the Existing Loan, at the end of the period of the Existing Loan (hereinafter in this Clause 10: **“Loan Renewal”**);

- 10.1.3 Subject to the foregoing, in the event that the Bank posts the amount of the Principal of the Requested Renewable Loan to the credit of the Current Account, all of the provisions of the relevant Account Opening Documentation and all of the provisions of the Specific Application regarding the Existing Loan shall apply to the Requested Renewable Loan which was made available in the Account as aforesaid (hereinafter in this Clause 10: **“the Renewed Loan”**), with all of the necessary changes.

10.1.4 At the end of the period of the Renewed Loan, the Bank shall also effect a Loan Renewal in relation to the Renewed Loan as aforesaid, and shall make available to us an additional Renewed Loan instead of the Renewed Loan. All of the terms and conditions that applied to the Renewed Loan shall apply to each additional Renewed Loan, with all of the necessary changes.

10.1.5 The Bank shall continue to carry out Loan Renewal in relation to any Renewed Loan, so that the amount of the Principal of each new Renewed Loan that may be made available to us in the Account shall serve to repay the amount of the Principal of the previous respective Renewed Loan, and so on again and again.

10.2 In any case of Loan Renewal, the Bank will make available to us in the Account a new Loan in an amount equal to the amount of the Principal of the Loan being repaid.

10.3 We undertake to pay, at the end of the period of the Existing Loan or at the end of the period of the Renewed Loan, as the case may be, the Interest accrued on the Existing Loan or on the Renewed Loan, as the case may be, in accordance with the terms of this Letter and in accordance with the terms of the Specific Application.

10.4 If we notify the Bank in writing at any time – and provided that the notice is received by the Bank before Loan Renewal is effected in relation to the Existing Loan or in relation to the Renewed Loan – that Loan Renewal is not what we want, then the Bank shall not effect renewal of the Loan.

10.5 Without derogating from the rights of the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, or under any Law, the Bank may refrain from effecting Loan Renewal in relation to the Existing Loan or in relation to the Renewed Loan for any reason, and subject to giving notice at least seven (7) days before the date on which the period of the Existing Loan comes to an end or the date on which the period of the Renewed Loan comes to an end, as the case may be, which is nearest the date of dispatch of the said notice (or a shorter period as may be determined by the Bank subject to the provisions of any Law).

10.6 Whenever the Bank does not effect Loan Renewal as provided in Clause 10.5 above, we undertake to pay the Bank all of the Amounts of the Credit in relation to the Loan that was not renewed as aforesaid on the dates prescribed in the Repayment Schedule in relation thereto.

## 11. Interpretation and Definitions

- 11.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.

- 11.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account and in the Letter of General Conditions for Receiving Credit.
- 11.3 In this Letter, the following terms: "the Currency of the Credit", "the Credit Documentation" and "the Amounts of the Credit" shall have the meaning accorded to them in the Letter of General Conditions for Receiving Credit, with respect to or in connection with the respective Loan. In addition, wherever in the Specific Application the terms "the Amounts of the Loan" and "the Currency of the Loan" are mentioned, what is meant is the Amounts of the Credit and the Currency of the Credit, respectively.
- 11.4 In this Letter, the following terms shall have the meaning accorded to them in the framework of the respective Specific Application: "the Loan", "Debit Instruction", "the Account To Be Debited", "the Commencement Date of the Interest Update Period", "the Principal of the Loan", "Interest Calculation Period" and "Special Period".
- 11.5 In this Letter, the following terms shall have the meaning as set out next to them:
- 11.5.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 11.5.2 **"Collection Fee"** – the fee designated as "the Collection Fee with respect to the Periodic Repayment of Loans That Are Not for the Purchase of a Residential Apartment".
- 11.5.3 **"Loan in Israeli Currency"** – a Loan the principal amount of which is in Israeli currency.
- 11.5.4 **"Loan in Foreign Currency"** – a Loan the principal amount of which is in Foreign Currency.
- 11.5.5 **"the New Index"** – means the last known Index on the Actual Date of Payment.
- 11.5.6 **"the Base Index"** – means the last known Index on the Date on Which the respective Loan Is Granted.
- 11.5.7 **"Actual Crediting of the Current Account"** – final, absolute and irrevocable crediting of the Current Account, which does not stem from a movement in the Account or from a Balance in the Account which are defined by the Bank as a movement or balance which are merely conditional.
- 11.5.8 **"Business Day"** –
- 11.5.8.1 In so far as concerns the execution of payments of the Amounts of the Credit in Foreign Currency (including payments of Collection Fee and except for the fee for preparation of documents); as for the Commencement Date of the Interest Update Period and as for any Special Period commencement date and as for the dates on which interest is capitalised with respect to a Loan in Foreign Currency:
- 11.5.8.1.1 If the Currency of the Credit is not Euro – any day that is a banking business day in the country where the relevant Foreign Currency was issued and it is also a Banking Business Day in Israel;
- 11.5.8.1.2 If the Currency of the Credit is Euro – any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system ("Target 2") is in operation or any system which the Bank may determine as being a substitute therefor and which is also a Banking Business Day in Israel.
- 11.5.8.1.3 In so far as concerns the determination of a rate of exchange – a day on which the Bank publishes the Bank's Customary Selling Rate and the Bank's Customary Buying Rate.
- 11.5.8.1.4 In so far as concerns any other matter – a Banking Business Day in Israel.
- 11.5.9 **"Balance in the Account"** – the total of all the credits passed to the Current Account to the respective date after the deduction of the total of all the debits passed to the same Current Account to such date.
- 11.5.10 **"Debit Balance"** – a Balance in the Account which is a negative amount.
- 11.5.11 **"This Letter"** – this Letter of General Conditions for the Area of Activity "Loans", as may be amended from time to time.
- 11.5.12 **"the Letter of General Conditions for Receiving Credit"** – the Letter of General Conditions for Receiving Credit which we have signed in connection with the Account to which this Letter applies.
- 11.5.13 **"the Actual Repayment Date"** – the Business Day on which any amount of the Amounts of the Credit is actually paid.
- 11.5.14 **"the Agreed Repayment Date"** – the date on which any amount of the Amounts of the Credit is supposed to be paid pursuant to the terms of this Letter and the rest of the Credit Documentation which is relevant to a Loan, including on account of rendering such amount immediately payable as provided in the Credit Documentation.
- 11.5.15 **"the Period of the Loan"** – a period commencing on the Date on Which the Loan Is Granted and ending on the last Agreed Repayment Date on account of the Amounts of the Credit, as set forth in the Repayment Schedule.

## **1. General**

- 1.1 Further to the provisions of the Application to Open an Account and of the General Conditions for Receiving Credit, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Facilities in Current Account". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Facilities in Current Account", we may request the Bank to allocate to us from time to time in the Current Accounts maintained within the Account a Current Account Facility for various amounts and in various currencies. For that purpose, we may submit to the Bank from time to time a specific application for the allocation of a Current Account Facility, in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Credit Documentation relevant to the Current Account Facility and shall complement them (hereinafter in this Letter a **"Specific Application"**).
- 1.3 Each Specific Application shall specify, among other things, the amount of the Current Account Facility, the Commencement Date of the Current Account Facility, the Termination Date of the Current Account Facility, the rates of interest on the Debit Balances in the Current Account, the rate or amount of fees, commissions, charges and expenses, if there are any, and any information or any other additional condition as determined by the Bank.
- 1.4 In the event that the Bank approves a Specific Application and we have met all of the conditions agreed between us and the Bank as aforesaid, the Bank will allocate the Current Account Facility to the Current Account and all of the terms and conditions included in the Credit Documentation which are relevant to the Current Account Facility shall apply to the Current Account Facility. Only the actual allocation of the Current Account Facility to the Current Account shall constitute the agreement of the Bank to comply with our request to allocate to us the Current Account Facility.
- 1.5 Each Current Account Facility may be utilized by us by drawing Cheques, giving instructions to be honoured by the Bank or posting debits to the Current Account in any way.
- 1.6 We may utilize the Current Account Facility for any purpose permitted by Law and pursuant to the provisions of the Credit Documentation which are relevant to the Current Account Facility.

## **2. No Exceeding the Limit of the Current Account Facility**

- 2.1 We undertake to maintain the Current Account to which a Current Account Facility is allocated to us such that no Amount Exceeding the Limit is incurred in such Current Account.
- 2.2 The Bank shall not be obliged to honour any Debit Instruction of ours as a result of which an Amount Exceeding the Limit is incurred or an Amount Exceeding the Limit is increased as aforesaid. Without derogating from the above, the Bank may, subject to any Law, honour, from time to time, any Debit Instruction as aforesaid, at the discretion of the Bank. If the Bank does so, it shall not be construed as agreement on the part of the Bank to do so in the future.
- 2.3 An Amount Exceeding the Limit, in so far as may be incurred, shall be discharged by us to the Bank immediately it is incurred.

## **3. The Interest and Debit Balances in the Current Account**

- 3.1 Any Debit Balance in the Current Account shall bear interest as set forth in the Credit Documentation which is relevant to the Current Account Facility.

- 3.2 Interest of any kind on Debit Balances in Current Account maintained in Israeli currency, shall be calculated by multiplying the daily Debit Balance, in whole or in part, as the case may be, by the annual rate of any interest applicable to the Debit Balance as aforesaid, having regard to the size of the Debit Balance at such time, divided by the full number of days in such year (365 or 366, as the case may be)
- 3.3 Interest of any kind on Debit Balances in Current Account maintained in Foreign Currency, shall be calculated by multiplying the daily Debit Balance, in whole or in part, as the case may be, by the annual rate of any interest applicable to the Debit Balance as aforesaid, having regard to the size of the Debit Balance at such time, divided by 360. (The interest as provided in Clauses 3.2 and 3.3 above shall hereinafter in this Letter be called: **"Interest on Debit Balances in the Current Account"**).
- 3.4 Interest on Debit Balances in the Current Account up to the Amount of the Current Account Facility, shall be calculated on the full amount of the Debit Balances up to the Amount of the Current Account Facility; or it may be stepped by reference to different sections of the Debit Balances up to the Amount of the Current Account Facility, as may be determined by the Bank and set forth in the Specific Application.
- 3.5 Interest on Debit Balances in the Current Account shall be compound interest according to the calculations of the Bank. Such interest shall be charged to the Current Account, in the Currency of the Current Account Facility, at the end of one of the following periods, at the option of the Bank from time to time, at its discretion and subject to any Law:
  - 3.5.1 At the end of each period of one month on the first day of the following month; or
  - 3.5.2 At the end of each Quarter on the first day of the following Quarter; or
  - 3.5.3 At the end of any other period as may be customary at the Bank from time to time.

The first and the last periods, for which such interest may be charged to the Current Account as provided in this clause above may be shorter than the rest of the periods for which such interest may be charged as aforesaid to the Current Account as aforesaid.
- 3.6 Whenever the Interest on Debit Balances in the Current Account to be calculated by the Bank for any period is at a negative rate, no payment shall be made to us on account of any of the Amounts of the Credit in relation to which interest was calculated at a negative rate as aforesaid.
- 3.7 The provisions of the Credit Documentation in connection with changes in the Interest on Debit Balances in the Current Account and the manner of calculating same shall apply even if the Bank institutes any proceedings, including legal proceedings, for collection of amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions.

## **4. Adjustment of Dates**

- 4.1 If any Agreed Repayment Date or the Termination Date of the Current Account Facility or the date on which the Current Account is supposed to be debited with the Interest on Debit Balances in the Current Account – falls on a day which is not a Business Day (hereinafter in this clause : **"the Original Date"**), the Original Date shall be deferred to the first Business Day next following (hereinafter in this clause respectively: **"the Deferred Date"** and **"Deferment of Dates"**) unless the Law otherwise requires (hereinafter in this clause: **"Adjustment of Dates by Operation of Law"**).
- 4.2 If a Deferment of Dates takes place as provided in Clause 4.1 above, each amount the debiting of which has been deferred as aforesaid (except for credit allocation fees, fixed management fees and interest on Debit Balances in Foreign Currency) shall bear Interest on Debit Balances in the Current Account also for the period during which such debiting was deferred as aforesaid, all subject to any law.



- 4.3 If an Adjustment of Dates by Operation of Law takes place, interest on any amount as to which an Adjustment of Dates by Operation of Law has been made shall be calculated according to such Law.
- 4.4 Notwithstanding the provisions of Clause 4.1 above, with regard to Current Account Facilities in Foreign Currency, no Deferment of Dates will take place in so far as concerns the dates for debiting Interest on Debit Balances in the Current Account and the date of collection of credit allocation fees. In addition, if the Termination Date of a Current Account Facility in Foreign Currency falls on a day which is not a Business Day and the Deferred Date falls in the calendar month following the Original Date, the Termination Date of the Current Account Facility shall be brought forward to the first preceding Business Day prior to the Original Date.
- 5. Reduction of the Current Account Facility or the Cancellation Thereof**
- 5.1 Whenever there is any risk as to the ability of the Bank to collect the Amounts of the Credit, in whole or in part, due to any adverse change in our solvency or if other conditions materialize which predicate the immediate cancellation of the Current Account Facility or the immediate reduction of the Amount of the Current Account Facility or if there occurs, according to the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, any of the events that confer upon the Bank the right to render the Amounts of the Credit immediately payable or on the occurrence of an Event of Illegality or in any other cases permitted by any Law – the Bank may cancel the Current Account Facility or reduce the Amount of the Current Account Facility (including setting the Amount of the Current Account Facility at the level of the Debit Balance in the Current Account at such time), immediately and without giving any prior notice and demand that we pay the Bank forthwith the Amounts of the Credit, in whole or in part. In case of the immediate cancellation of the Current Account Facility or the reduction of the Amount of the Current Account Facility and without any prior notice as aforesaid, the Bank shall send us notice thereof concurrently with the cancellation of the Current Account Facility or the reduction of the Amount of the Current Account Facility as aforesaid.
- 5.2 Without derogating from the provisions of Clause 5.1 above, the Bank may cancel the Current Account Facility or reduce the Amount of the Current Account Facility (including setting the Amount of the Current Account Facility at the level of the Debit Balance in the Current Account, as it may be in the respective Account), following a lawful demand addressed to the Bank, or in exceptional cases permitted by operation of Law, provided that the Bank sends us notices thereof at least twenty-one (21) days (or any shorter period which the Bank may determine subject to the provisions of any Law) in advance.
- 6. Payment of the Debit Balance in the Current Account and the Interest in Respect Thereof**
- 6.1 Whenever the Bank reduces or sets the Amount of the Current Account Facility at the level of the Debit Balance in the Current Account as it may be in the respective Account (hereinafter in this Clause 6: **“the Reduced Current Account Facility Amount”**), we undertake to pay to the Bank the Amount Exceeding the Limit coupled with interest as specified in the Specific Application on account of any Amount Exceeding the Limit, if any, not later than the date specified in the notice of the Bank which is to be sent to us, and to cease incurring any additional debits the honouring of which might incur or increase the aforesaid Amount Exceeding the Limit.
- 6.2 If we do not pay the Amount Exceeding the Limit by the date specified in the notice of the Bank which is to be sent to us as provided in Clause 6.1 above, the Bank may charge the full Amount Exceeding the Limit with interest as specified in the Specific Application on any Amount Exceeding the Limit, commencing from the date of the reduction of the Amount of the Current Account Facility or the setting thereof at the level of the Debit Balance in the Current Account as provided in Clause 6.1 above and until the date of payment of the whole Amount Exceeding the Limit, coupled with interest accrued on account thereof as provided in this clause above until the Actual Repayment Date.
- 6.3 Upon the termination of the Current Account Facility, whether because the Termination Date of the Current Account Facility has come to pass or because of the cancellation of the Current Account Facility by us or by the Bank, pursuant to the terms and conditions of the Credit Documentation, we undertake to pay the Bank immediately and in full the Debit Balance in the Current Account, whatever it may be at such time, coupled with the interest accumulated in respect thereof up to such time and which was not yet charged to the Current Account. Furthermore, we undertake to cease incurring any additional debits in the Current Account the honouring of which might incur or increase the Debit Balance as aforesaid.
- 6.4 If we do not pay the Debit Balance in the Current Account as provided in Clause 6.3 above, then the Bank may charge the entire Debit Balance in the Current Account with interest at the Maximum Rate, for the period commencing immediately after the Termination Date of the Current Account Facility or for the period commencing on the date of its cancellation, as the case may be, and until payment in full of the Debit Balance in the Current Account, coupled with any interest accrued on account thereof until the Actual Repayment Date.
- 7. Cancellation of an Existing Current Account Facility**
- Unless otherwise expressly provided in this Letter or in any Specific Application, on the Commencement Date of the Current Account Facility, any Current Account Facility which has been allocated or which may be allocated to us up to such time in such Current Account, shall be null and void.
- 8. An Additional Current Account Facility**
- 8.1 If and in as much as there may be allocated to us in the Current Account a Current Account Facility (hereinafter in this Clause 8: **“the Existing Current Account Facility”**), we may request the Bank to allocate to us in the same Current Account, from time to time, an additional Current Account Facility (hereinafter in this Clause 8: **“the Additional Current Account Facility”**) in addition to the Existing Current Account Facility. For that purpose, we shall submit a Specific Application the subject of which is the allocation of an Additional Current Account Facility (hereinafter in this Clause 8: **“A Specific Application for an Additional Current Account Facility”**), and the provisions of this Letter shall apply, with the necessary changes, to the Additional Current Account Facility.
- 8.2 Notwithstanding the provisions of Clause 7 above, the allocation of the Additional Current Account Facility shall not entail the cancellation of the Existing Current Account Facility.
- 8.3 The amount of the Additional Current Account Facility shall be added to the amount of the Existing Current Account Facility (hereinafter in this Clause 8: **“the Overall Credit Facilities Amount”**). If the amount of the Existing Current Account Facility or the amount of the Additional Current Account Facility is a variable amount, the Overall Credit Facilities Amount shall vary accordingly, in accordance with the terms specified in the respective Credit Facility Documentation.
- 8.4 The Additional Current Account Facility may be valid throughout the whole validity period of the Existing Current Account Facility or any part thereof and may be valid only for certain days of the month throughout the validity period of the Existing Current Account Facility or any part thereof, all as specified in the Specific Application for an Additional Current Account Facility.
- 9. A Unilateral Current Account Facility**
- Subject to any Law:

- 9.1 The Bank may, at its discretion, allocate to us in the Current Account, unilaterally, a Current Account Facility, one or more, without the Bank being obliged to do so and without us being entitled to require the Bank to do so (hereinafter in this Clause 9: **"the Unilateral Current Account Facility"**).
- 9.2 The amount of the Unilateral Current Account Facility, the interest on the Debit Balances within the Unilateral Current Account Facility and the validity period of the Unilateral Current Account Facility shall be determined by the Bank at its discretion.
- 9.3 All of the conditions of the Account Opening Documentation and the Additional Conditions, including the conditions to be set out in a notice which the Bank shall send us in connection with the allocation of the Unilateral Current Account Facility, shall apply to the Unilateral Current Account Facility, as predicated by operation of Law.
- 9.4 Unless otherwise expressly stated in the notice of the Bank as provided in Clause 9.3 above, the provisions of Clause 8 above shall not apply when the Bank allocates to us the Unilateral Current Account Facility.

## 10. Interpretation and Definitions

- 10.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 10.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account and in the Letter of General Conditions for Receiving Credit.
- 10.3 In this Letter, the following terms: **"the Currency of the Credit"**, **"the Credit Documentation"** and **"the Amounts of the Credit"** shall have the meaning accorded to them in the Letter of General Conditions for Receiving Credit, with respect to or in connection with the respective Current Account Facility. In addition, wherever in the Specific Application the term "the Currency of the Current Account Facility" is mentioned, what is meant is the Currency of the Credit.
- 10.4 In this Letter, the following terms shall have the meaning given to them in the framework of the respective Specific Application: **"Current Account Facility"**; **"Commencement Date of the Current Account Facility"**, **"Termination Date of the Current Account Facility"** and **"the Amount of the Current Account Facility"**.
- 10.5 In this Letter, the following terms shall have the meaning as set out next to them:
- 10.5.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 10.5.2 **"Business Day"** –
- 10.5.2.1 In as much as in connection with the Termination Date of the Current Account Facility in Foreign Currency other than Euro – any day that is a banking business day in the country where the relevant Foreign Currency was issued and it is also a Banking Business day in Israel.
- 10.5.2.2 In as much as in connection with the Termination Date of the Current Account Facility in Foreign Currency that is Euro – any day on which the Trans-European Automated Real – time Gross Settlement Express Transfer system ("**Target 2**") is in operation or any system which the Bank may

determine as being a substitute therefor and which is also a Banking Business Day in Israel.

- 10.5.2.3 In so far as in connection with any other matter – a Banking Business Day in Israel.

- 10.5.3 **"Balance in the Account"** – the total of all the credits passed to the Current Account to the respective date after the deduction of the total of all the debits passed to the same Current Account to such date.
- 10.5.4 **"Debit Balance"** – a Balance in the Account which is a negative amount.
- 10.5.5 **"This Letter"** – this Letter of General Conditions for the Area of Activity "Current Account Facilities", as may be amended from time to time.
- 10.5.6 **"the Letter of General Conditions for Receiving Credit"** – the Letter of General Conditions for Receiving Credit which we have signed in connection with the Account to which this Letter applies.
- 10.5.7 **"the Actual Repayment Date"** – the Business day on which any amount of the Amounts of the Credit is actually paid.
- 10.5.8 **"the Agreed Repayment Date"** – the date on which any amount of the Amounts of the Credit is supposed to be paid pursuant to the terms of this Letter and the rest of the Credit Documentation which are relevant to the Current Account Facility.
- 10.5.9 **"Excess Amount"** – a Debit Balance over and above the Amount of the Current Account Facility or the Reduced Current Account Facility Amount, as the case may be.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account and of the General Conditions for Receiving Credit, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Bank Guarantees". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Bank Guarantees", we may request the Bank to issue, from time to time, Bank Guarantees or request to extend or to amend any condition of a Bank Guarantee issued at our request as aforesaid. For that purpose, we may submit to the Bank from time to time, a Specific Application in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Credit Documentation relevant to the Bank Guarantee and shall complement them (hereinafter in this Letter: a **"Specific Application"**).
- 1.3 Only the actual issue of the Bank Guarantee or its actual extension or the actual amendment of any of its conditions, as requested in the Specific Application, as approved by the Bank, shall signify the agreement of the Bank to comply with the Specific Application.
- 1.4 The Guaranteed Party can be us or us jointly and severally with other persons or legal bodies, or only other persons or legal bodies, all as shall be set forth in the Specific Application.
- 1.5 The issue of any Bank Guarantee, including any Bank Guarantee requested by us for the purpose of or in connection with any tender procedure or any quasi tender procedure or bidding competition or any similar procedure, or the extension of its validity or its amendment in no way constitutes agreement on the part of the Bank to issue any other Bank Guarantee, instead of or further to or in addition to the said Guarantee and each request to issue an additional Bank Guarantee shall be considered by the Bank when submitted.
- 1.6 We are responsible to the Bank that the Obligation of the Guaranteed Party is valid and free of any defect in every respect.

## 2. Payment of the Amounts of the Credit

- 2.1 We undertake to pay the Bank on its first demand, any amount that the Bank or that any of the Bank's Agents have paid or were required to pay or were charged with the payment thereof pursuant to any Bank Guarantee and the rest of the Amounts of the Credit on the dates as set forth in the Credit Documentation.
- 2.2 In addition to and without derogating from the rest of our obligations to the Bank, we undertake to indemnify and to compensate the Bank for any damage incurred by the Bank, and on account of reasonable costs and expenses expended by the Bank or which it may be required to pay, including the fees of lawyers and experts engaged by the Bank, all of which on account of: claims, demands or other proceedings which may be filed by the Bank or against the Bank (by any third party), in or outside Israel, in connection with any Bank Guarantee or as a result thereof including as a result of its form, if the form of the Bank Guarantee is not the same as the forms of the Bank Guarantees usually employed by the Bank. We hereby instruct the Bank to debit the Current Account maintained within the Account with all of the Amounts of the Credit in the currency of the respective Bank Guarantee (hereinafter respectively, in this Letter: **"the Account To Be Debited"** and **"the Debit Instructions"**). The aforesaid in no way derogates from any of the Bank's rights, including the Bank's right to debit the Account To Be Debited with any of the Amounts of the Credit, should

any such Amount not be paid on the Agreed Repayment Date therefor.

- 2.3 Our obligation to pay the amounts as provided in Clause 2.1 above on the Agreed Repayment Date and the rest of our obligations in the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions in connection with the Bank Guarantee, shall continue in full force and effect and shall not be affected, and we shall not raise any contentions against the Bank in connection therewith, even if any of the following events occurs (irrespective of whether before payment is made by the Bank under the Bank Guarantee or thereafter), notwithstanding any provision of the Guarantee Law, 5727-1967 or any other Law:
  - 2.3.1 If it transpires that the Obligation of the Guaranteed Party is not valid or is defective for any reason;
  - 2.3.2 If it transpires that the Obligation of the Guaranteed Party is less than or its terms differ from the terms of the Bank Guarantee issued in respect thereof by the Bank;
  - 2.3.3 If it transpires that the Obligation of the Guaranteed Party has been reduced or varied;
  - 2.3.4 If the Bank pays any amount under any Bank Guarantee notwithstanding that the Bank may be discharged from fulfilling its obligation thereunder;
  - 2.3.5 If the Bank pays any amount under any Bank Guarantee notwithstanding our demand or the demand of the Guaranteed Party towards the Bank not to perform the Bank Guarantee;
  - 2.3.6 If the Beneficiary causes the non-fulfillment of the obligation of the Bank towards the former under the Bank Guarantee;
  - 2.3.7 If we or the Guaranteed Party have/has any contention against the Beneficiary;
  - 2.3.8 If the Beneficiary causes any collateral or security given or to be given in order to secure the Obligation of the Guaranteed Party to lapse;
  - 2.3.9 If the claim of the Beneficiary against the Guaranteed Party in respect of the Obligation of the Guaranteed Party has lapsed due to prescription;
  - 2.3.10 If any other event occurs in respect of which we or the Guaranteed Party could raise any claim or defence against the Bank under the Guarantee Law, 5727-1967 or under any other Law.
- 2.4 Neither the Bank nor any person on its behalf shall be under any duty to examine the authority of the persons or corporations acting or purporting to act on behalf of the Beneficiary. The Bank is entitled to rely on the representations and statements of the Beneficiary or whoever on his behalf.
- 2.5 The Bank shall not be liable to us for any damage, detriment, loss and expense which may be incurred by us or the Guaranteed Party as a result of the incorrect interpretation of any term of any Bank Guarantee by the Bank, not caused by the negligence of the Bank, and our liability and obligations as provided in this Letter will not be affected as a result thereof.

## 3. Conversion between Currencies

- 3.1 The Bank may, at any time that it finds it necessary for the performance of its obligations pursuant to the Bank Guarantee or for the payment of the Amounts of the Credit, take any of the following actions:
  - 3.1.1 Transfer directly to the Beneficiary or to the Bank's Agents, as the case may be, balances of Foreign Currency posted to the credit of the Account in an amount not in excess of the Amount of the Bank Guarantee;
  - 3.1.2 Purchase Foreign Currency up to the Amount of the Bank Guarantee (hereinafter in this Clause 3: **"the Purchased Currency"**) and debit the Account with such amount;
  - 3.1.3 Transfer the Purchased Currency directly to the Beneficiary or to the Bank's Agents.
- 3.2 If the Bank buys for us the Purchased Currency with Israeli currency, it is agreed that notwithstanding the



provisions of the Application to Open an Account and the General Conditions for Receiving Credit, with reference to the discharge of Indebtedness by means of assets in different currencies, the purchase of the Purchased Currency shall be executed by the Bank, at its sole choice, as set forth below:

- 3.2.1 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of purchase of the Purchased Currency by the Bank;
  - 3.2.2 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank to the Bank's Agents;
  - 3.2.3 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of the transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary.
- 3.3 If the Bank buys for us the Purchased Currency with another Foreign Currency (hereinafter in this Clause 3: **"the Available Currency"**):
- 3.3.1 It is agreed that notwithstanding the provisions of Clause 3.2 above the sale of the Available Currency shall be executed by the Bank, at its discretion, as set forth below:
    - 3.3.1.1 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the sale of the Available Currency by us to the Bank;
    - 3.3.1.2 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the transfer of the Purchased Currency by the Bank to the Bank's Agents;
    - 3.3.1.3 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary;
  - 3.3.2 Furthermore, it is agreed that notwithstanding the provisions of Clause 3.2 above, the purchase of the Purchased Currency shall be executed by the Bank, with the proceeds of the sale of the Available Currency, as provided in Clause 3.3.1 above, in whole or in part, at the discretion of the Bank, all as set forth below:
    - 3.3.2.1 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of purchase of the Purchased Currency by the Bank;
    - 3.3.2.2 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank to the Bank's Agents;
    - 3.3.2.3 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary.

#### 4. Default Interest

Subject to any Law: If for any reason, including due to not having executed a Debit Instruction, any of the Amounts of the Credit is not actually paid on its Agreed Repayment Date, or – if no date has been fixed for the payment of such Amount – on the date we are required to pay same (hereinafter in this Clause 4: **"the Amount in Arrears"**), the Amount in Arrears shall bear interest for being in arrears in the payment thereof at a rate which is the higher of the following two:

- 4.1.1 Interest at the Maximum Rate applicable to the Current Account maintained in the Currency of the Credit; or –
- 4.1.2 Interest at the maximum rate of interest, as it may be from time to time, which applies at the Bank to arrears in the repayment of the Credit of the type of the Credit and in the Currency of the Credit;

(hereinafter and hereinafter in this Clause 4: **"Default Interest"**).

- 4.2 The Amount in Arrears shall bear Default Interest from the Agreed Repayment Date of such amount, or – if no date has been fixed for the payment thereof – then from the date we are required to pay same, until the Actual Repayment Date of such amount.
- 4.3 The Bank may convert any Amount in Arrears on account of the Amounts of the Credit in Foreign Currency as well as the Default Interest accrued thereon into Israeli currency, at any time after the Amount in Arrears materializes as aforesaid and at the discretion of the Bank. The conversion of any Amount in Arrears on account of the Amounts of the Credit in Foreign Currency and the Default Interest accrued thereon into Israeli currency as aforesaid, shall be carried out according to the Bank's Customary Selling Rate published on the Business Day on which the actual conversion is executed by the Bank (hereinafter in this Clause 4 respectively: **"the Conversion of an Amount in Arrears"** and **"the Amount in Arrears Which Was Converted"**).
- 4.4 When the Conversion of an Amount in Arrears has been accomplished as provided in Clause 4.3 above, any Amount in Arrears Which Was Converted shall bear Default Interest as set forth below:
  - 4.4.1 Commencing from the Agreed Repayment Date of the Amount in Arrears as aforesaid, or – if no date has been fixed for the payment thereof – on the date we are required to pay same until the day on which the Conversion of the Amount in Arrears has been accomplished (hereinafter in this Clause 4: **"the Conversion Date"**), excluding such day – each Amount in Arrears shall bear Default Interest at the rate as provided in Clause 4.1 above;
  - 4.4.2 Commencing on the Conversion Date and until the Actual Repayment Date occurs of the Amount in Arrears Which Was Converted (excluding such day – each Amount in Arrears Which Was Converted shall bear Interest at the Maximum Rate applicable to the Current Account maintained in Israeli currency.
- 4.5 Default Interest shall be calculated by the Bank on the daily, weekly or other balances of the Amount in Arrears, or the Amount in Arrears Which Was Converted, as the case may be, at the discretion of the Bank and shall be compounded with the Amount in Arrears or with the Amount in Arrears Which Was Converted, as the case may be, at the end of every three months or other period as the Bank shall determine in its discretion.
- 4.6 Default Interest on account of any Amount in Arrears shall be paid by us in the Currency of the Bank Guarantee. Default Interest on any Amount in Arrears Which Was Converted shall be paid by us in Israeli currency.
- 4.7 Whenever the Default Interest to be calculated by the Bank for any period is at a negative rate, no payment shall be made to us on account of any of the Amounts in Arrears in relation to which Default Interest was calculated at a negative rate as aforesaid.

#### 5. Demand for Payment

Without derogating from the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions:

- 5.1 Whenever there occurs any of the events by virtue of which there arises for the Bank the right to render the Amounts of the Credit, in whole or in part, immediately payable or when an Event of Illegality occurs – the Bank may demand of us to pay the Bank the Amounts of the Bank Guarantees issued by the Bank for the Account, up to the date of the demand as aforesaid, in whole or in part, irrespective of whether or not the Bank was required to pay any amount on account of any of the Bank Guarantees as aforesaid, irrespective of whether or not the date of payment of any of the Bank Guarantees has fallen due as aforesaid, and

irrespective of whether any of the Bank Guarantees as aforesaid is conditional or unconditional.

- 5.2 We undertake to pay the Bank, upon its demand, all of the amounts the payment of which is required by the Bank as provided in Clause 5.1 above, together with all of the amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions.
- 5.3 The Bank may take all of the measures it deems fit for the collection of all of the said amounts and realize its rights pursuant to any of the documents signed vis à vis the Bank by us or by any third party on our behalf and that includes debiting any account with the Bank maintained in our name and including together with others, with any of the said amounts, in whole or in part, and realize any of the Collateral Securities, all at its discretion, by any means permitted by Law and at our expense.
- 5.4 Whenever we pay the Bank any amount according to its demand as aforesaid (hereinafter in this Clause 5: **"the Amounts of the Balance of the Bank Guarantees That Were Paid"**), and all of the relevant Bank Guarantees were irrevocably cancelled, in accordance with their terms, such that the Bank will no longer be required to pay any amount on account thereof or in connection therewith, we may request the Bank to return to us the Amounts of the Balance of the Bank Guarantees That Were Paid. Our right to receive from the Bank the Amounts of the Balance of the Bank Guarantees That Were Paid is subject to all of the Bank's rights pursuant to any of the Account Opening Documentation and the Further Conditions and under any Law. The Bank shall not be bound to comply with our demand to return the Amounts of the Balance of the Bank Guarantees That Were Paid whenever, at the discretion of the Bank, to do so would be in derogation of the Bank's rights pursuant to any of the Account Opening Documentation and the Further Conditions or under any Law or adversely affect any of them.
- 5.5 Without derogating from the generality of the provisions of Clause 5.4 above, if any of the Amounts of the Balance of the Bank Guarantees That Were Paid is in a Foreign Currency of any type (hereinafter in this Clause 5: **"the Available Currency"**), the Bank may return to us any of the Amounts of the Balance of the Bank Guarantees That Were Paid in the Available Currency, or, at the discretion of the Bank, in Israeli currency, in an amount equivalent to the Amounts of the Balance of the Bank Guarantees That Were Paid in the Available Currency. For the purpose of effecting the return in Israeli currency of any of the Amounts of the Balance of the Bank Guarantees That Were Paid in the Available Currency, the rate of conversion of the Available Currency shall be the Bank's Customary Buying Rate of the Available Currency, as known at the time of the return of the respective amounts by the Bank.

## 6. Amendments to the Guarantee

- 6.1 The Bank will not make any changes in the terms of the Bank Guarantee nor will it cancel it without obtaining the consent of the Beneficiary. The Bank may amend the terms of the Bank Guarantee at our request, which at the discretion of the Bank the consent of the Beneficiary has also been obtained.
- 6.2 Notwithstanding the foregoing, the Bank may, at its discretion, extend or procure the extension of the validity of any Bank Guarantee, with the consent of the Beneficiary alone and without obtaining our consent thereto, in which case the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions in connection with the relevant Bank Guarantee shall apply, with the necessary changes, to any Bank Guarantee so extended.

## 7. Certain International Rules To Apply

- 7.1 There shall apply, inter alia, to any Bank Guarantee issued in the form of a Standby Letter of Credit the

terms and conditions contained in the latest version of the ICC Uniform Customs and Practice for Documentary Credits; **or** – the latest version of the International Standby Practices, International Chamber of Commerce (hereinafter, respectively: **"the Rules"**), as they or any of them may be valid at the time of issue of the Standby Letter of Credit, as provided in the Specific Application, provided that the application of the aforesaid practices shall in no way derogate from the rights of the Bank pursuant to the Bank Documentation or according to Law.

- 7.2 "Demand bank guarantees" can be issued according to the latest version of the ICC Uniform Rules for Demand Guarantees and in that case, such rules shall apply as in force at the time of issue of the respective Bank Guarantee, as provided in the Specific Application, provided that the application of the aforesaid Rules shall in no way derogate from the rights of the Bank pursuant to the Credit Documentation or according to Law.

## 8. Interpretation and Definitions

- 8.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 8.2 All of the terms and conditions of this Letter shall also apply with the necessary changes to a Bank Guarantee issued at our request by one branch of the Bank in favour of another branch of the Bank, in connection with various payments or various undertakings which are supposed to be executed by debiting the Account pursuant to our irrevocable or other authorizations, which may be given from time to time and according to which the Bank agrees to act.
- 8.3 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account and in the Letter of General Conditions for Receiving Credit.
- 8.4 In this Letter, the following terms: **"the Currency of the Credit"**, **"the Credit Documentation"** and **"the Amounts of the Credit"** shall have the meaning accorded to them in the Letter of General Conditions for Receiving Credit, with respect to or in connection with the respective Bank Guarantee.
- 8.5 In this Letter the following terms shall have the meaning as set out next to them:
- 8.5.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 8.5.2 **"the Obligation of the Guaranteed Party"** – any obligation of the Guaranteed Party towards the Beneficiary in respect of which the Bank is requested to enter into a guarantee from time to time.
- 8.5.3 **"Business Day"** –
- 8.5.3.1 In so far as concerns a Bank Guarantee in Israeli currency: a Banking Business Day in Israel.
- 8.5.3.2 In so far as concerns a Bank Guarantee in Foreign Currency:
- 8.5.3.2.1 In so far as concerns the execution of payments of the Amounts of the Credit:
- 8.5.3.2.1.1 If the Currency of the Credit is not Euro – any day that is a banking business day in the country where the relevant Foreign Currency was issued

- and it is also a Banking Business Day in Israel;
- 8.5.3.2.1.2 If the Currency of the Credit is Euro – any day on which the Trans- European Automated Real – time Gross Settlement Express Transfer system (“**Target 2**”) is in operation or any system which the Bank may determine as being a substitute therefor and which is also a Banking Business Day in Israel.
- 8.5.3.2.1.3 In so far as concerns the determination of a rate of exchange – a day on which the Bank publishes the Bank’s Customary Selling Rate and the Bank’s Customary Buying Rate.
- 8.5.3.2.1.4 In so far as concerns any other matter – a Banking Business Day in Israel.
- 8.5.4 **“This Letter”** – this Letter of General Conditions for the Area of Activity “Bank Guarantees”, as may be amended from time to time.
- 8.5.5 **“the Letter of General Conditions for Receiving Credit”** – the Letter of General Conditions for Receiving Credit which we have signed in connection with the Account to which this Letter applies.
- 8.5.6 **“the Beneficiary”** – the person whose name is specified in the respective Bank Guarantee as being entitled to payment thereunder (subject to its terms).
- 8.5.7 **“the Actual Repayment Date”** – the Business Day on which any amount of the Amounts of the Credit is actually paid.
- 8.5.8 **“the Agreed Repayment Date”** – the date on which any of the Amounts of the Credit is supposed to be paid pursuant to the terms of this Letter and the rest of the Credit Documentation which are relevant to the Bank Guarantee.
- 8.5.9 **“the Guaranteed Party”** – any party for whom the Bank may act as guarantor towards the Beneficiary for the Amount of the Bank Guarantee.
- 8.5.10 **“The Bank’s Agents”** – any party to whom the Bank entrusts the commission of the acts required in connection with the Bank Guarantees, in whole or in part, regardless of whether or not the Bank has previously engaged such party in banking or other affairs, either in Israel or abroad, including the branches or representative offices of the Bank abroad.
- 8.5.11 The **“Amount of the Bank Guarantee”** – the amount specified in the letter containing the respective Bank Guarantee (including linkage differences and interest, in as much as they are applicable to such amount and if and in as much as the letter containing the respective Bank Guarantee so states and/or as any order of any competent authority may prescribe) and with respect to the payment whereof the Bank acts as guarantor towards the Beneficiary Under the Bank Guarantee.
- 8.5.12 **“Bank Guarantee”** – a guarantee according to which the Bank acts as guarantor for the Guaranteed Party towards the Beneficiary for the Amount of the Bank Guarantee. Such a guarantee can be in the form of a standby letter of credit, a letter of indemnity or a similar engagement – and any reference in the Account Opening Documentation to “Bank Guarantees” also includes a standby letter of credit, a letter of indemnity or any other similar engagement as aforesaid, according to the circumstances of the case.



## 1. General

- 1.1 Further to the provisions of the Application to Open an Account and of the General Conditions for Receiving Credit, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Documentary Credit". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Documentary Credit", we may request the Bank to open on our behalf, from time to time, Documentary Credits or request to extend or to amend any condition of a Documentary Credit opened on our behalf as aforesaid. For that purpose, we may submit to the Bank from time to time, a Specific Application in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Credit Documentation relevant to the Documentary Credit and shall complement them (hereinafter in this Letter: a **"Specific Application"**).
- 1.3 Only the actual opening of the Documentary Credit or its actual extension or the actual amendment of any of its conditions, as requested in the Specific Application, as approved by the Bank, shall signify the agreement of the Bank to comply with the Specific Application.
- 1.4 Subject to the provisions of Clause 4 below, the Bank may notify the Beneficiary of the opening, amendment or extension of a Documentary Credit, at its discretion, through the Bank's Agents.
- 1.5 The opening of any Documentary Credit or the extension of its validity or the amendment thereof in no way constitutes agreement on the part of the Bank to open any other Documentary Credit instead of or further to or in addition to the said Documentary Credit and any Application to Open an additional Documentary Credit shall be considered by the Bank when submitted.
- 1.6 We undertake that the Consideration Under the Underlying Transaction will be lawful and valid.
- 1.7 To every Documentary Credit there shall apply, inter alia, the International Practices, save that the application of such Practices shall in no way detract from the rights of the Bank pursuant to the Credit Documentation and pursuant to the Law.

## 2. Payment of the Amounts of the Credit

- 2.1 We undertake to pay the Bank on its first demand, any amount that the Bank or that any of the Bank's Agents have paid or were required to pay or were charged with the payment thereof pursuant to any Documentary Credit and the rest of the Amounts of the Credit on the dates as set forth in the Credit Documentation.
- 2.2 We hereby instruct the Bank to debit the Current Account maintained within the Account with all of the Amounts of the Credit on account of the respective Documentary Credit in the currency of the respective Documentary Credit (hereinafter respectively in this Letter: **"the Account To Be Debited"** and **"the Debit Instruction"**).
- 2.3 In the event that the date on which the Account is debited with the Amount of the Documentary Credit, in whole or in part (hereinafter in this Letter: **"the Date on Which the Account Is Debited"**) is after the date on which the respective Documentary Credit is paid to the Beneficiary (hereinafter in this Letter: **"the Payment Date"** and **"the Late Debiting of the Account"**, respectively) we shall pay the Bank, upon its first demand, one more payment, in the Currency of the Credit, as set forth hereinafter:
  - 2.3.1 If the Bank's Agents charge the Bank with respect to the Late Debiting of the Account with a liquidated amount – we shall pay to the Bank the liquidated amount that the Bank's Agents charged the Bank.
  - 2.3.2 In any other case we shall pay the Bank an amount equal to the Amount of the Documentary

Credit (with respect to which there was the Late Debiting of the Account) multiplied by the exact number of days that have elapsed from the Payment date (including that day) until the Date on Which the Account Is Debited (not including that day) and by the relevant LIBOR for each day included in the said period (the said rate being rounded up by the Bank to the nearest one eighth (1/8) of one per cent.), divided by 360.

- 2.4 The engagement of the Bank under the Documentary Credit is separate and independent of the underlying transaction. In view of that, our obligation to pay all of the amounts as provided in Clause 2.1 above on the Agreed Repayment Date and the rest of our obligations pursuant to this Letter, the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit, shall continue in full force and effect and shall not be affected, and neither shall we nor the Debtor raise any contentions against the Bank in connection therewith, even if among other things the Property of the Documentary Credit has not actually been received or if the Property of the Documentary Credit that was delivered to us in the framework of the Underlying Transaction is not in conformity with the property as ordered by us, or if any other contention is available to us or to the Debtor or to any third party against the Beneficiary. We undertake to pay to the Bank the amounts as provided in Clause 2.1 above, notwithstanding any such contention and even if any of the following events occur (whether before or after payment is made by the Bank under the Documentary Credit):
  - 2.4.1 If it transpires that the obligation to pay the Consideration Under the Underlying Transaction is not lawful or is not valid or that it is defective for any reason;
  - 2.4.2 If it transpires that the Consideration Under the Underlying Transaction is less than or its terms are different from the terms of the Documentary Credit opened by the Bank on account of the said Consideration;
  - 2.4.3 If it transpires that the Consideration Under the Underlying Transaction has been reduced or was subject to change;
  - 2.4.4 If the Bank pays any amount under any Documentary Credit notwithstanding that the Bank may be discharged from fulfilling its obligation thereunder;
  - 2.4.5 If the Bank pays any amount under any Documentary Credit notwithstanding our demand or the demand of any third party towards the Bank not to perform the Documentary Credit;
  - 2.4.6 If the Beneficiary causes the non-fulfillment of the obligation of the Bank towards the former under the Documentary Credit;
  - 2.4.7 If we or the Debtor have/has any contention against the Beneficiary;
  - 2.4.8 If the Beneficiary causes any collateral or security given or to be given in order to secure the Consideration Under the Underlying Transaction to lapse;
  - 2.4.9 If the claim of the Beneficiary against the Debtor on account of the Consideration Under the Underlying Transaction has lapsed due to prescription;
  - 2.4.10 In the event that the Goods fail to reach their destination or do not reach their destination in time due to acts of war or sanctions or for any other reason.
- 2.5 Neither the Bank nor any person on its behalf shall be under any duty to examine the authority of the persons or corporations acting or purporting to act on behalf of the Beneficiary. The Bank is entitled to rely on the representations and statements of the Beneficiary or whoever on his behalf.
- 2.6 The Bank shall not be liable to us for any damage, detriment, loss and expense which may be incurred by us or the Debtor as a result of the incorrect

interpretation of any term of any Documentary Credit by the Bank, not caused by the negligence of the Bank, and our liability and obligations as provided in this Letter will not be affected as a result thereof.

### 3. Conversion between Currencies

- 3.1 The Bank may, at any time that it finds it necessary for the performance of its obligations pursuant to the Documentary Credit or for the payment of the Amounts of the Credit (irrespective of whether or not the Property of the Documentary Credit or any part thereof has already been received), take any of the following actions:
- 3.1.1 Transfer directly to the Beneficiary or to the Bank's Agents, as the case may be, balances of Foreign Currency posted to the credit of the Account in an amount not in excess of the Amount of the Documentary Credit;
- 3.1.2 Purchase Foreign Currency up to the Amount of the Documentary Credit (hereinafter in this clause: **"the Purchased Currency"**) and debit the Account with such amount;
- 3.1.3 Transfer the Purchased Currency directly to the Beneficiary or to the Bank's Agents.
- 3.2 If the Bank buys for us the Purchased Currency with Israeli currency, it is agreed that notwithstanding the provisions of the Account Opening Documentation (with reference to the discharge of Indebtedness by means of assets in different currencies) the purchase of the Purchased Currency shall be executed by the Bank, at its discretion, as set forth below:
- 3.2.1 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of purchase of the Purchased Currency by the Bank;
- 3.2.2 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank to the Bank's Agents;
- 3.2.3 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of the transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary.
- 3.3 If the Bank buys for us the Purchased Currency with another Foreign Currency (hereinafter in this clause: **"the Available Currency"**):
- 3.3.1 Notwithstanding the provisions of Clause 3.2 above the sale of the Available Currency shall be executed by the Bank, at its discretion, as set forth below:
- 3.3.1.1 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the sale of the Available Currency by us to the Bank;
- 3.3.1.2 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the transfer of the Purchased Currency by the Bank to the Bank's Agents;
- 3.3.1.3 According to the Bank's Customary Buying Rate of the Available Currency, as known at the time of the transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary;
- 3.3.2 Furthermore, notwithstanding the provisions of Clause 3.2 above, the purchase of the Purchased Currency shall be executed by the Bank, with the proceeds of the sale of the Available Currency, as provided in Clause 3.3.1 above, in whole or in part, at the discretion of the Bank, all as set forth below:
- 3.3.2.1 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of purchase of the Purchased Currency by the Bank;
- 3.3.2.2 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank to the Bank's Agents;

- 3.3.2.3 According to the Bank's Customary Selling Rate of the Purchased Currency, as known at the time of transfer of the Purchased Currency by the Bank or by the Bank's Agents to the Beneficiary.

### 4. Amendments to the Documentary Credit

- 4.1 The Bank will not make any changes to the Documentary Credit nor will it cancel it without obtaining the consent of the Beneficiary. The Bank may amend the Documentary Credit at our request, which at its discretion, the consent of the Beneficiary with respect thereto has been obtained.
- 4.2 Notwithstanding the foregoing, the Bank may, at its discretion, extend or procure the extension of the validity of any Documentary Credit, with the consent of the Beneficiary alone and without obtaining our consent thereto, in which case the relevant provisions of the Credit Documentation shall apply, with the necessary changes, to any Documentary Credit so extended.
- 4.3 Whenever we request the Bank to make changes in the Documentary Credit, but the Bank fails to get the consent of the Beneficiary to making the requested changes, we undertake to accept in the future the Documents that are presented under the Documentary Credit, regardless of whether they conform to the terms of the original Documentary Credit or they conform to the terms which we requested to amend.

### 5. Communicating Within the Framework of the Documentary Credit

In the framework of the Documentary Credit transaction and the execution thereof, the Bank may, at its discretion, exchange Communications with the parties to the Documentary Credit, the Bank's Agents or with any other relevant person. We undertake to bear the expenses involved in these Communications and the Bank may charge them to our Account. It shall be at the discretion of the Bank as to the manner of sending any Communication and the means adopted in connection therewith, and that includes, as pertains to sending the Communication, in whole or in part, in encoded form and the degree of urgency designated therefor.

### 6. Default Interest

Subject to any Law: If for any reason, including due to not having executed a Debit Instruction, any of the Amounts of the Credit is not actually paid on its Agreed Repayment Date, or – if no date has been fixed for the payment of such Amount – on the date we are required to pay same (hereinafter in this Letter: **"the Amount in Arrears"**), the Amount in Arrears shall bear interest for being in arrears in the payment thereof at a rate which is the higher of the following two:

- 6.1.1 Interest at the Maximum Rate applicable to the Current Account maintained in the Currency of the Credit; or –
- 6.1.2 Interest at the maximum rate of interest, as it may be from time to time, which applies at the Bank to arrears in the payment of the credit of the type of the Credit and in the Currency of the Credit;
- (hereinafter in this Letter: **"Default Interest"**).
- 6.2 The Amount in Arrears shall bear Default Interest from the Agreed Repayment Date of such amount, or – if no date has been fixed for the payment thereof – then from the date we are required to pay same, until the Actual Repayment Date of such amount.
- 6.3 The Bank may convert any Amount in Arrears on account of the Amounts of the Credit in Foreign Currency as well as the Default Interest accrued thereon into Israeli currency, at any time after the Amount in Arrears materializes as aforesaid and at the discretion of the Bank. The conversion of any Amount in Arrears on account of the Amounts of the Credit in Foreign Currency and the Default Interest accrued thereon into Israeli currency as aforesaid, shall be carried out according to the Bank's Customary Selling Rate published on the Business Day on which the actual conversion is executed by the Bank (hereinafter in this Letter respectively: **"the Conversion of an Amount in Arrears"** and **"the Amount in Arrears Which Was Converted"**).

- 6.4 When the Conversion of an Amount in Arrears has been accomplished as provided in Clause 6.3 above, the following shall apply:
- 6.4.1 Commencing from the Agreed Repayment Date of the Amount in Arrears as aforesaid, or – if no date has been fixed for the payment thereof – on the date we are required to pay same until the day on which the Conversion of the Amount in Arrears has been accomplished (hereinafter in this Letter: **“the Conversion Date”**), excluding such day – each Amount in Arrears shall bear Default Interest at the rate as provided in Clause 6 above;
- 6.4.2 Commencing on the Conversion Date and until the Actual Repayment Date occurs of the Amount in Arrears Which Was Converted (excluding such day – each Amount in Arrears Which was Converted shall bear Interest at the Maximum Rate applicable to the Current Account maintained in Israeli currency.
- 6.5 Default Interest shall be calculated by the Bank on the daily, weekly or other balances of the Amount in Arrears, or the Amount in Arrears Which Was Converted, as the case may be, at the discretion of the Bank and shall be compounded with the Amount in Arrears or with the Amount in Arrears Which Was Converted, as the case may be, at the end of every three months or other period as the Bank shall determine in its discretion.
- 6.6 Default Interest on account of any Amount in Arrears shall be paid by us in the Currency of the Credit. Default Interest on any Amount in Arrears Which Was Converted shall be paid by us in Israeli currency.
- 6.7 Whenever the Default Interest to be calculated by the Bank for any period is at a negative rate, no payment shall be made to us on account of any of the Amounts in Arrears in relation to which Default Interest was calculated at a negative rate as aforesaid.
- 7. The Bank's Responsibility for Examining the Documents**
- 7.1 Except in cases where we have obtained title to the Property of the Documentary Credit or the Intangible Property before the original Documents reach the Bank, the Bank will be responsible for examining the Documents delivered to the Bank (hereinafter: **“the Presentation”**) in order to determine, on the basis of the Documents alone, that the Documents constitute or do not constitute Presentation in accordance with the terms of the Documentary Credit and its conditions, the conditions arising from the International Practices, as the case may be, and international standard banking practice (hereinafter: a **“Compliant Presentation”**).
- 7.2 In accordance with the International Practices, if the conditions stipulated in any of the Documents (when read in the context of the Documentary Credit, in the context of the Document itself, in the context of the International Practices and in the context of international standard banking practice) are inconsistent with the conditions stipulated in such Document or in any other of the Documents or with the conditions stipulated in the Documentary Credit (hereinafter: **“Discrepancy”**), the Bank shall notify us of the Discrepancy and of the possibility available to us of accepting the Documents notwithstanding the Discrepancy. In such a case, we undertake to reply to the Bank within 2 (two) days whether we waive the assertion of Discrepancy. If we do not give our reply within 2 (two) days, the Bank may determine its course of action, in accordance with the International Practices, as the case may be, without waiting for our reply.
- 7.3 Without derogating from the generality of the provisions of Clauses 7.1 and 7.2 above, it should be made clear that the description of the Property of the Documentary Credit in the invoice must correspond with the description appearing in the Documentary Credit.
- 7.4 The Bank, its overseas branches and representative offices will not be responsible for any loss or damage sustained by us for any reason with respect to or in connection with the Documentary Credit transaction, unless incurred by reason of the negligence of any of them.
- 7.5 Without derogating from the generality of the foregoing, the Bank shall not be responsible for any \_\_\_\_\_ act or omission on the part of the Bank, the Bank's Agents and its representatives, on account of the cancellation of the Documentary Credit in part or in full, or refusal to honour any payment instruction due to limitations on account of war risk, as a result of war, or for any other reason beyond the control of the Bank or in the event of non-delivery of the Goods or cancellation of the insurance against war risk as a result of war.
- 7.6 The Bank's right to receive from us all the amounts and payments pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit will not be diminished in any way by reason of such loss or damage being sustained as provided in Clause 7.4, including damage for which the Bank may be responsible pursuant to the above, and we shall be bound to pay to the Bank in full, without any set off whatsoever, the amounts due from us to the Bank pursuant to any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit.
- 7.7 Without derogating from the generality of the aforesaid provisions, and save for the Bank's negligence in the discharge of its duties as provided in Clauses 2.4, 2.6 and 7.1 above, no liability whatsoever shall attach to the Bank, its overseas branches and representative offices:
- 7.7.1 In the event of any Documentary Credit not being executed on time or in the proper manner or not being executed at all for any reason.
- 7.7.2 For any loss or damage caused as result of any mistake, omission, deletion, delay in transmission, dispatch, receipt or encoding or decoding of any Communication.
- 7.7.3 In the event of the Property of the Documentary Credit not being sent or failing to arrive at its destination at the proper time or at all, or if the Documents are not sent to the Bank or do not reach the Bank. Furthermore, we shall be responsible for receiving the Documents from the Bank.
- 7.7.4 In case of abandonment of the Property of the Documentary Credit or its return to its place of origin or to Israel or the non-receipt or non-transfer of the Property of the Documentary Credit or the proceeds thereof.
- 7.7.5 In respect of the quantity, quality, value, packaging, manner of loading, delivery and consignment expenses of the Property of the Documentary Credit, as the case may be.
- 7.7.6 In respect of any damage or loss which may be caused to or in respect of the Property of the Documentary Credit for any reason whatsoever and wheresoever.
- 7.7.7 In respect of any fault, incorrect description or forgery in the Documents.
- 7.7.8 In respect of any defect or fault in our rights under any Document and with respect to any party, save if the Bank, its representative offices and branches overseas acted negligently, as provided in Clauses 2.5 and 7.4 above.
- 7.7.9 In respect of any damage or loss which may be incurred by us in the purchase or sale of the Currency of the Credit.
- 7.7.10 In respect of any amounts which may be remitted to the Bank's Agents but which are not repaid to the Bank in the event of any Documentary Credit not being executed, in full or in part, for any reason, and in respect of any case of breach of trust on the part of the Bank's Agents.
- 8. The Account Holder's Responsibility Pertaining to the Goods**



- 8.1 We undertake that there is a valid import licence for the Goods (hereinafter in this Letter: an **"Import Licence"**). We undertake to present to the Bank the Import Licence and the Customs item number of the Goods, without being requested to do so by the Bank.
- 8.2 We undertake to notify the Bank when the Goods arrive at their destination or at the designated port, and to take all steps necessary to store and insure the Goods at our expense and in favour of the Bank.
- 8.3 We undertake to examine the Documents immediately upon their being delivered to us by the Bank and before the release of the Goods. Should there be found any Discrepancy between the terms of the Documents and the terms of the Documentary Credit, we shall notify the Bank thereof immediately.
- 8.4 We undertake that the release of the Goods by us, whether by means of endorsement of a bill of lading by the Bank or by delivering a Confirmation to Carrier, shall be done only after the Documents have been examined by us and be found to be in complete conformity with the terms of the Documentary Credit and that after the release of the Goods by us as aforesaid, we may not raise any claim whatsoever with respect to the non-examination of the Documents by us or with respect to their non-conformance in any way with the terms of the Documentary Credit.
- 8.5 We undertake to sign any document required by the Bank and/or by any authority and execute any act as required by the Bank for the purpose of fulfilling all the obligations pursuant to the Credit Documentation which are relevant to the Documentary Credit.
- 8.6 In the event that the Goods are stored in bonded warehouses, whether at our request or by the decision of the Bank, the storage costs shall be borne by us.
- 8.7 In the event that we or the Debtor do not redeem the Property of the Documentary Credit or in any other event that the Property of the Documentary Credit remains with or is returned to the Bank or to the Bank's Agents, the Bank may sell, at our expense, the Property of the Documentary Credit, in whole or in part, in or outside Israel, by auction or in any other way, at a price and on terms and to any buyer as it deems fit. The Bank, its representative offices and branches overseas will not be responsible for any loss or damage which may be sustained by us for any reason on account of or in connection with the aforesaid, unless they were sustained by us because of the negligence of any of them.

## 9. Securities and Collaterals

Without derogating from the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit, and in addition thereto and including, without derogating from the provisions concerning securities and collaterals in the Letter of General Conditions for Receiving Credit and in addition thereto:

- 9.1 All of the Property of the Documentary Credit and all of the Rights in the Property of the Documentary Credit, shall be charged and pledged in favour of the Bank, and shall serve the Bank as collateral for the discharge in full of all of the amounts due or becoming due to the Bank from us.
- 9.2 Furthermore, and without derogating from the provisions of Clause 9.1 above, the Property of the Documentary Credit shall be charged and pledged in favour of the Bank, and shall serve the Bank as collateral for the repayment of all of the payments which may be made by the Bank or which the Bank's Agents may take upon themselves under the Documentary Credit or in connection therewith and for all other payments payable in connection with the Documentary Credit, including: insurance, transportation, customs and storage payments, fees, commissions and charges and expenses.
- 9.3 The delivery to the Bank or to the representatives of the Bank, of bills of lading made out to the order of the Bank or endorsed to its order, shall be deemed to be the delivery of the Property of the Documentary Credit incorporated in such bills of lading and the Bank will

have all of the rights of possession and ownership in the Property of the Documentary Credit as aforesaid.

- 9.4 We undertake to perform any act and to procure the performance of any act, immediately upon the Bank's demand, and that includes to sign, endorse, deliver and assign or procure the signature, endorsement, delivery and assignment of any authorization, empowerment, Bill, assignment, import licence and any document as may be required by the Bank in order to establish or complete the Bank's right of ownership of the Property of the Documentary Credit, to assign the right of ownership therein to whoever may buy any of them, or in order to claim, collect and receive any insurance monies which may become due on account of any damage or loss in relation to any of the Property of the Documentary Credit as aforesaid.
- 9.5 The Bank may deposit the Property of the Documentary Credit (in whole or in part) which has been or may be delivered to the Bank or to any person on its behalf or part of the said collaterals, with a bailee of its choice at its discretion, all of this at our expense, and replace the bailee from time to time. The Bank may also register the collaterals as aforesaid, in whole or in part, with any competent authority under any Law and in any register that the public may inspect.
- 9.6 We may not demand the delivery of the Property of the Documentary Credit from the Bank, unless we pay to the Bank all that is due from us to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit, in connection with the relevant Documentary Credit or pursuant to any other obligation of ours to the Bank in connection with the Documentary Credit. We undertake not to commit any act and to refrain from any omission, and not to give our consent to anything which would or might affect the rights of the Bank as aforesaid.
- 9.7 In any event that the Bank is of the opinion that the Goods or the Intangible Property, in whole or in part, have deteriorated, are liable to deteriorate or have lost or may lose their value, we shall furnish the Bank, immediately upon its first demand, with additional collaterals, to its satisfaction.

## 10. Insurance

Without derogating from the provisions of marine insurance for consignments by sea or air or overland transportation insurance as set forth in the Specific Application, in each case where the relevant Goods constitute collateral for the Bank:

- 10.1 We hereby undertake at all times to keep all of the Goods insured for their full value against the usual risks which the Bank may specify from time to time under a policy for marine or air transportation insurance, as the case may be (hereinafter in this Letter: **the "Insurance Policy"**), on terms acceptable to the Bank, and to assign to the Bank the rights arising from the Insurance Policies on such terms as shall be approved by the Bank, to pay when due all insurance premiums and to deliver to the Bank all the insurance certificates as well as any receipts for payment of premiums.
- 10.2 In addition, we hereby undertake to give to the insurance company with whom the Goods may be insured, the following instructions:
  - 10.2.1 To irrevocably establish the Bank as beneficiary under the Insurance Policy and to include the Bank as co-insured in the body of the Insurance Policy, without the Bank being liable for any premiums.
  - 10.2.2 To pay the insurance proceeds in respect of the Goods directly to the Bank as and when the insurance company is liable to pay such proceeds in accordance with the Insurance Policy or by operation of law.
  - 10.2.3 To furnish the Bank with a copy of the Insurance Policy specifying the Bank as beneficiary as mentioned above, without any

need for any further consent of ours or of our successors and/or substitutes.

- 10.2.4 We further undertake to furnish the Bank with a certificate from the insurance company containing an undertaking on its part not to set –off any of the insurance proceeds payable to the Bank with respect to the Goods, except for the unpaid balance of insurance premiums for insuring the Goods for the current year only, and if the Insurance Policy applies also to other property, in addition to the Goods, such certificate shall include the agreement of the insurance company to attribute the payments of premium received in connection with this Insurance Policy first of all on account of insurance premiums due on account of insuring the Goods and also to act in accordance with the foregoing provisions and to notify the Bank of any cancellation or termination of the Insurance Policy at least 30 (thirty) days prior to such cancellation or termination, notwithstanding any provisions to the contrary under the Insurance Contract Law, 5741-1981, such notice constituting a condition precedent to the cancellation or termination of the Insurance Policy.

- 10.3 In connection with the insurance of the Goods, the Bank may, at its discretion and exclusively, conduct negotiations on our behalf, file claims, agree to any settlements or compromises, make waivers, accept monies from the insurance company and appropriate the same towards the discharge of any of our Indebtedness to the Bank in connection with the Documentary Credit pertaining to the relevant Goods. For that purpose, we hereby appoint the Bank by way of an irrevocable power of attorney, since the rights of the Bank and the rights of a third party are dependent thereon. We shall raise no contentions in connection with any settlements, waivers or compromises which the Bank may make with the respective insurance company.

- 10.4 We hereby undertake to sign, upon the Bank's first demand, all documents and certificates required to implement our obligations under this Clause 10. We further undertake not to cancel nor vary in any manner whatsoever any of the terms or conditions of the Insurance Policy without the prior written consent of the Bank.

- 10.5 If we do not perform our obligations pursuant to this Clause 10, then the Bank or the Bank's Agents, as the case may be, may:

10.5.1 Insure the Property of the Documentary Credit, in whole or in part, for such amount, against such risks, with such insurance companies and on such terms as the Bank deems fit.

10.5.2 Store the Goods in whole or in part, in bonded warehouses or elsewhere as it deems fit.

10.5.3 Incur insurance, storage, and transportation expenses and customs duties and any other expense in connection with the Property of the Documentary Credit.

- 10.6 We shall pay the Bank on its first demand all of the expenses incurred by the Bank itself or by the Bank's Agents or by others as provided in Clause 10.5 above, coupled with Interest at the Maximum Rate from the date any expense is incurred and until the payment in full by us of all of the expenses as aforesaid and the Interest at the Maximum Rate which has accrued thereon. The Bank may debit the Account with the amounts owed by us to the Bank as aforesaid and for that purpose we give the Bank an irrevocable instruction and authorization to act as aforesaid.

## 11. Demand for Payment

Without derogating from the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions:

- 11.1 Whenever there occurs any of the events by virtue of which there arises for the Bank the right to render the Amounts of the Credit, in whole or in part, immediately

payable or when an Event of Illegality occurs – the Bank may demand of us to pay the Bank the Amounts of the Documentary Credits opened by the Bank for the Account, up to the date of the demand as aforesaid, in whole or in part, irrespective of whether or not the Bank was required to pay any amount on account of any of the Documentary Credits opened, irrespective of whether or not the date of payment of any of the Documentary Credits opened has fallen due as aforesaid, and irrespective of whether any of the Documentary Credits opened is conditional or unconditional.

- 11.2 We undertake to pay the Bank, upon its demand, all of the amounts the payment of which is required by the Bank as provided in Clause 11.1 above, together with all of the amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions.

- 11.3 The Bank may take all of the measures it deems fit for the collection of all of the said amounts and realize its rights pursuant to any of the documents signed vis à vis the Bank by us or by any third party on our behalf and that includes debiting any account with the Bank maintained in our name and including together with others, with any of the said amounts, in whole or in part, and realize any of the Collateral Securities, all at its discretion, by any means permitted by Law and at our expense.

- 11.4 Whenever we pay the Bank any amount according to its demand as aforesaid (hereinafter in this Letter: **"the Amounts of the Balance of the Documentary Credits That Were Paid"**), and all of the relevant Documentary Credits were irrevocably cancelled, in accordance with their terms, such that the Bank will no longer be required to pay any amount on account thereof or in connection therewith, we may request the Bank to return to us the Amounts of the Balance of the Documentary Credits That Were Paid. Our right to receive from the Bank the Amounts of the Balance of the Documentary Credits That Were Paid is subject to all of the Bank's rights pursuant to any of the Account Opening Documentation and the Further Conditions and under any Law and the Bank shall not be bound to comply with our demand to return the Amounts of the Balance of the Documentary Credits That Were Paid whenever, at the discretion of the Bank, to do so would be to derogate from the Bank's rights pursuant to any of the Account Opening Documentation and the Further Conditions or under any Law or adversely affect any of them.

- 11.5 Without derogating from the generality of the provisions of Clause 11.4 above, if any of the Amounts of the Balance of the Documentary Credits That Were Paid is in a Foreign Currency of any type (hereinafter in this Clause 11: **"the Available Currency"**), the Bank may return to us any of the Amounts of the Balance of the Documentary Credits That Were Paid in the Available Currency, or, at the discretion of the Bank, in Israeli currency, in an amount equivalent to the Amounts of the Balance of the Documentary Credits That Were Paid in the Available Currency. For the purpose of effecting the return in Israeli currency of any of the Amounts of the Balance of the Documentary Credits That Were Paid in the Available Currency, the rate of conversion of the Available Currency shall be the Bank's Customary Buying Rate of the Available Currency, as known at the time of the return of the respective amounts by the Bank.

## 12. Transaction Between the Bank and the Beneficiary

- 12.1 The Bank may at its discretion, enter into various transactions with the Beneficiary, including transactions for advancing payment to the Beneficiary (hereinafter in this Clause 12: a **"Transaction"**). Such a transaction shall be independent of and separate from the contractual relationship between ourselves and the Bank.

- 12.2 A Transaction in no way derogates from, affects or changes: Any of the terms and conditions or Any of the obligations contained in the Account Opening Documentation, the Credit Documentation (including

the relevant Specific Application), the Collateral Securities Documentation and the Further Conditions; the terms of payment applicable to us pursuant to the Specific Application (as approved by the Bank); the terms of collateral securities which we have provided the Bank as security for the Amounts of the Credit, and they shall continue to serve as collateral securities for the payment in full of the amounts due or becoming due to the Bank from us according to their terms.

12.3 Entering into such a Transaction between the Bank and the Beneficiary may be effected on the initiative of the Bank or at the request of the Beneficiary, directly with the Beneficiary or indirectly, through or with any of the Bank's Agents who has honoured or negotiated the Documentary Credit or the Documents.

12.4 Such a Transaction effected between the Bank and the Beneficiary, means advancing the date of execution of the payment to the Beneficiary pursuant to the financial terms arrived at between the Bank and the Beneficiary.

### 13. Place of Jurisdiction

13.1 The exclusive place of jurisdiction in connection with this Letter and anything related thereto or arising therefrom is the competent court of law nearest to where the Branch of the Account is situated.

13.2 Notwithstanding the foregoing, in as much as the Beneficiary or any other third party has commenced proceedings in another judicial forum, in connection with any Documentary Credit, the Bank may join us to such proceedings, at the place where they are being conducted. We hereby submit to the jurisdiction of such judicial forum.

### 14. Expenses, Fees, Commissions, Charges and Additional Amounts

Without derogating from the rest of the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions which are relevant to the Documentary Credit:

14.1 We undertake to pay all of the fees, commissions, charges and expenses of the Bank's Agents which the Bank may be required to pay and all of the other fees, commissions, charges and expenses which the Bank or its agents outside Israel may bear in connection with the Documentary Credit, as and when paid by the Bank or on demand by the Bank, whichever is the earlier.

14.2 Subject to any Law, our obligations pursuant to this Clause 14 shall remain in full force and effect even if the Documentary Credit, for any reason, is not utilized in full or in part.

### 15. Interpretation and Definitions

15.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.

15.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account and in the Letter of General Conditions for Receiving Credit.

15.3 In this Letter, the following terms: **"the Currency of the Credit"**, **"the Credit Documentation"** and **"the Amounts of the Credit"** shall have the meaning accorded to them in the Letter of General Conditions for Receiving Credit, with respect to or in connection with the respective Documentary Credit. Wherever in the Specific Application the term "the Currency of the Documentary Credit" is mentioned, what is meant is "the Currency of the Credit".

15.4 In this Letter, the following terms shall have the meaning as set out next to them:

15.4.1 **"Confirmation to Carrier"** – authorization to release the Goods which may be given in a letter or by endorsing a bill of lading, which may be issued at our request by the Bank in form and on terms usually employed by the Bank and which is addressed to the carrier of the respective Goods.

15.4.2 **"Documentary Credit"** – a documentary letter of credit or any similar arrangement, in the framework of which the Bank irrevocably undertakes to pay to the Beneficiary a certain amount, when a compliant presentation is made as provided in Clause 7.1 above. A Documentary Credit as aforesaid can be in the form of a standby letter of credit, a letter of indemnity or a similar engagement – and any reference in the Account Opening Documentation to a "Documentary Credit" also includes a standby letter of credit, a letter of indemnity or any other similar engagement as aforesaid, according to the circumstances of the case.

15.4.3 **"By Means of Electronic Communication"** – the giving of instructions or the passing of messages by transmission from the Account Holder's computer to the computer of the Bank through and by means of computer communication services companies, including, and without derogation, the EDI system or the internet.

15.4.4 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.

15.4.5 **"the Rights in the Property of the Documentary Credit"** – the proceeds of any sale or disposition of the Property of the Documentary Credit, in whole or in part, and also the insurance proceeds on account of any of the Property of the Documentary Credit and all of our rights with respect to the Property of the Documentary Credit.

15.4.6 **"the Debtor"** – whoever owes the payment to the Beneficiary of the Consideration Under the Underlying Transaction. The Debtor can be us or us jointly and severally with others, or merely another or others, all as set forth in the Specific Application.

15.4.7 **"the Goods"** – merchandise or goods to which the Documents relate.

15.4.8 **"the Intangible Property"** – intangible property to which the Documents relate.

15.4.9 **"Business Day"** – days as set forth below:

15.4.9.1 In so far as concerns a Documentary Credit denominated in a currency that is not Euro - any day that is a banking business day in the country where the relevant Foreign Currency was issued and it is also a Banking Business Day in Israel;

15.4.9.2 In so far as concerns a Documentary Credit denominated in Euro - any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system ("**Target 2**") is in operation or any system which the Bank may determine as being a substitute therefor and which is also a Banking Business Day in Israel.

15.4.9.3 In so far as concerns the determination of a rate of exchange - a day on which the Bank publishes the Bank's Customary Selling Rate and the Bank's Customary Buying Rate.

15.4.9.4 In so far as concerns any other matter – a Banking Business Day in Israel.



- 15.4.10 **"the International Practices"** - the latest version of the ICC Uniform Customs and Practice for Documentary Credits, as in force at the time of opening the respective Documentary Credit.
- 15.4.11 **"This Letter"** - this Letter of General Conditions for the Area of Activity "Documentary Credit", as may be amended from time to time.
- 15.4.12 **"the Letter of General Conditions for Receiving Credit"** - the Letter of General Conditions for Receiving Credit which we have signed in connection with the Account to which this Letter applies.
- 15.4.13 **"LIBOR"** - (London Interbank Offered Rate) - the rate of interest quoted on the London money market and which refers to the receipt of financing for a period of one day in a currency which is the Currency of the Credit and which is published by the Interest Publisher for the relevant Determination Date.
- 15.4.14 **"the Beneficiary"** - the person whose name is specified in the respective Documentary Credit as being entitled to payment thereunder (subject to its terms).
- 15.4.15 **"the Actual Repayment Date"** - the Business Day on which any amount of the Amounts of the Credit is actually paid.
- 15.4.16 **"the Agreed Repayment Date"** - the date on which any of the Amounts of the Credit is supposed to be paid pursuant to the terms of this Letter and the rest of the Credit Documentation which are relevant to the relevant to the Documentary Credit, and that includes due to payment of such Amount being required by the Bank as provided in this Letter and in the rest of the Credit Documentation.
- 15.4.17 **"the Determination Date"** - at 11:00 a.m. London time or thereabouts on every day in respect of which the interest is calculated, but if such day is not a Business Day, the Determination Date shall be at 11:00 a.m. London time or thereabouts on the last Business Day which precedes the day in respect of which the interest is calculated.
- 15.4.18 **The "Documents"** - including - commercial documents, namely: invoices, bills of lading, transport and insurance documents required under the Documentary Credit or financial documents, namely: promissory notes, bills of exchange required under the Documentary Credit or any other document required under the Documentary Credit, relating to the Rights in the Property of the Documentary Credit or bearing witness thereto.
- 15.4.19 **"Message"** - including instructions for executing various banking operations, for receiving information or advice or for receiving notices, all in connection with the Account and the Documentary Credit.
- 15.4.20 **"The Interest Publisher"** - means of communication chosen from time to time by the Bank and which as of the date of preparation of these General Conditions are the information screens "LIBOR01" or "LIBOR02", respectively, of the Reuters News Agency (hereinafter in this Letter: **"the Existing Means of Communication"**). The Bank may from time to time and at any time replace the Existing Means of Communication with any other information screen or screens of the Reuters News Agency or of any other news agency or with any other means of communication which the Bank deems to be an appropriate substitute means of communication for the Existing Means of Communication (hereinafter in this Letter: **"the Substitute Means of Communication"**). Whenever the Bank replaces the Existing Means of Communication with a Substitute Means of Communication as aforesaid, the Substitute Means of Communication shall be deemed to be the Existing Means of Communication, commencing from the replacement date determined by the Bank.
- 15.4.21 **The "Property of the Documentary Credit"** - the Goods, the services in connection with which the Documentary Credit was issued and the Documents.
- 15.4.22 **"SWIFT"** - an interbank electronic telecommunication system subject to the rules formulated by the Society for Worldwide Interbank Financial Telecommunication, which define, inter alia, standard and uniform formats for various kinds of banking activity.
- 15.4.23 **"The Bank's Agents"** - any party to whom the Bank entrusts the commission of the acts required in connection with the Documentary Credit, in whole or in part, regardless of whether or not the Bank has previously engaged such party in banking or other affairs, either in Israel or abroad, including the branches or representative offices of the Bank abroad.
- 15.4.24 **The "Amount of the Documentary Credit"** - the amount specified in the respective Documentary Credit (including linkage differences and interest, in as much as they are applicable to such amount and if and in as much as the respective Documentary Credit so states or as any order of any competent authority may prescribe) which the Bank is obliged to pay to the Beneficiary, subject to the terms of the Documentary Credit.
- 15.4.25 **"the Underlying Transaction"** - the transaction between the Debtor and the Beneficiary which for the purpose of paying consideration on account thereof to the Beneficiary the Documentary Credit has been opened.
- 15.4.26 **"Communications"** - any instruction, correspondence, SWIFT message, telephone conversation, letter, fax messages, electronic mail messages and any notice that may be sent by any other means pertaining to any documentary credit.
- 15.4.27 **"the Consideration Pursuant to the Underlying Transaction"** - the amount which the Debtor is required to pay to the Beneficiary under the Underlying Transaction pursuant to the terms of the Underlying Transaction.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account and of the General Conditions for Receiving Credit, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Discounting Cheques". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Discounting Cheques", we may request the Bank to execute on our behalf, from time to time, for the Account, Discounting of Cheques. For that purpose, we may submit to the Bank from time to time, a Specific Application for the execution of Discounting of Cheques, in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the Credit Documentation relevant to the execution of Discounting of Cheques and shall complement them (hereinafter in this Letter: a **"Specific Application"**).
- 1.3 If the Bank approves a Specific Application in relation to any of the Cheques for Discounting (hereinafter in this Letter: **"the Discounted Cheque"**), the Bank shall deposit for safekeeping the Discounted Cheque in order to present it for collection to the credit of the Discounting of Cheques Account on the date of payment inscribed on the face of the Discounted Cheque, shall debit the Discounting of Cheques Account with the nominal amount of the Discounted Cheque (hereinafter in this Letter: **"the Principal Amount for Discounting"**) and shall post to the credit of the current account in Israeli currency maintained within the Account (hereinafter in this Letter: **"the Current Account"**) an amount in Israeli currency equal to the Principal Amount for Discounting.
- 1.4 The date of any Discounting of Cheques that may be executed for us further to any Specific Application shall be the date on which the Current Account is actually credited with the amount equal to the Principal Amount for Discounting (hereinafter in this Letter: **"the Discounting Date"**). Only the actual crediting of the Current Account with the amount equal to the Principal Amount for Discounting as aforesaid will constitute the consent of the Bank to comply with our request to execute the Discounting of Cheques with respect to any of the Cheques for Discounting.
- 1.5 Each Discounted Cheque shall serve as additional collateral security for the performance of our Indebtedness to the Bank including pursuant to the relevant Credit Documentation and Collateral Securities Documentation.
- 1.6 All of the terms and conditions contained in the Credit Documentation which is relevant to the execution of the discounting shall apply to the Discounting of Cheques of each Discounted Cheque (and all of the terms and conditions contained in the Credit Documentation which is relevant to the execution of the discounting shall apply respectively to each Cheque Rejected for Discounting of Cheques and to each Cheque Excluded from Discounting of Cheques, as these terms are defined below in this Letter).

## 2. Discounting Repayment Schedule

- 2.1 At the time of submission of each Specific Application, or shortly thereafter, we will get from the Bank a Discounting Repayment Schedule. The Discounting Repayment Schedule will constitute an integral part of the Credit Documentation.
- 2.2 If the Discounting Repayment Schedule does not reach us within 30 days of the Discounting Date, we undertake to notify the Bank thereof in writing.

## 3. The Principal Amount for Discounting

We undertake to pay the Principal Amount for Discounting on the date of payment inscribed on the Cheque for

Discounting. We instruct the Bank to debit the Discounting of Cheques Account with the amount required for payment of the Principal Amount for Discounting.

## 4. The Interest

- 4.1 The Principal Amount for Discounting shall bear interest as provided in the Specific Application (hereinafter in this Letter: **"the Interest"**), which shall be calculated with respect to each Principal Amount for Discounting. The Basis for the calculation of the Interest shall be set forth in the Specific Application.
- 4.2 We undertake to pay the Interest to the Bank in one instalment to be made on the Discounting Date, as set forth in the Specific Application. We instruct the Bank to debit the Current Account with the amount required for the payment of the Interest.
- 4.3 "The Interest Calculation Period" is the period commencing on the Discounting Date and until the Agreed Repayment Date of the Principal Amount for Discounting (but not including such Date).

## 5. Default Interest

Subject to any Law:

- 5.1 If we do not pay any of the Amounts of the Credit on the Agreed Repayment Date or – if no date has been fixed for the payment of such Amount – on the date we are required to pay same (hereinafter in this Letter: **"the Amount in Arrears"**), the Amount in Arrears shall bear interest for being in arrears in the payment thereof at a rate set forth in the relevant Credit Documentation (hereinafter in this Letter: **"Default Interest"**).
- 5.2 The Amount in Arrears shall bear Default Interest from the Agreed Repayment Date of such amount, or – if no date has been fixed for the payment thereof – then from the date we are required to pay same, until the Actual Repayment Date of such amount.
- 5.3 Default Interest shall be calculated by the Bank on the daily, weekly or other balances of the Amount in Arrears, at the discretion of the Bank and shall be compounded with the Amount in Arrears at the end of every three months or other period as the Bank shall determine in its discretion.
- 5.4 Default Interest shall be paid by us in Israeli currency.

## 6. Adjustment of Dates

Subject to any Law, if the Agreed Repayment Date of any of the Amounts of the Credit falls on a day which is not a Business Day, the Agreed Repayment Date of such amount shall be deferred to the first Business Day next following and such amount shall bear interest at the rate of the Interest also for the period for which the Agreed Repayment Date was deferred as aforesaid.

## 7. Right of the Bank Not To Execute Any Discounting of Cheques

- 7.1 The Bank may refrain from executing Discounting of Cheques with respect to any of the Cheques for Discounting for any reason whatsoever (hereinafter in this Letter: **"a Cheque Rejected from Discounting of Cheques"**).
- 7.2 The Bank may deposit for safekeeping any Cheque Rejected from Discounting of Cheques, pursuant to the provisions of the Credit Documentation, for the purpose of being presented for collection to the credit of the Current Account on the date of payment inscribed on the face of the Cheque Rejected from Discounting of Cheques (hereinafter in this Letter: **"a Rejected Cheque Deposited for Safekeeping"**), and each Rejected Cheque Deposited for Safekeeping shall serve as additional collateral for the performance of our Indebtedness to the Bank. The Bank may apply the proceeds credited to the Current Account on account of each Rejected Cheque Deposited for Safekeeping in order to discharge in full or in part any of our Indebtedness to the Bank.
- 7.3 Without derogating from the provisions of Clause 7.2 above, we may request that the Bank return to us, by delivery to the Branch of the Account, any Rejected Cheque Deposited for Safekeeping, even before its date of payment, however since a Rejected Cheque Deposited for Safekeeping serves as collateral for the

payment of our Indebtedness, the return to us of any Rejected Cheque Deposited for Safekeeping is conditional upon the consent of the Bank and subject to its discretion.

## 8. Right of the Bank To Cancel Discounting of Cheques

8.1 Without derogating from the provisions of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions, whenever there occurs any of the events which entitle the Bank to render the Amounts of the Credit, in whole or in part, immediately payable, or when an Event of Illegality occurs – the Bank may require us to pay the Amounts of the Credit, in whole or in part, and also to exclude the relevant Discounted Cheque from the Discounting of Cheques Account (hereinafter in this Letter: a **“Cheque Excluded from Discounting of Cheques”**).

8.2 The Bank may deposit for safekeeping any Cheque Excluded from Discounting of Cheques, pursuant to the provisions of the Credit Documentation, for the purpose of being presented for collection to the credit of the Current Account on the date of payment inscribed on the face of the Cheque Excluded from Discounting of Cheques (hereinafter in this Letter: an **“Excluded Cheque Deposited for Safekeeping”**). Each Excluded Cheque Deposited for Safekeeping shall serve as additional collateral for the performance of our Indebtedness to the Bank. The Bank may apply the proceeds credited to the Current Account on account of each Excluded Cheque Deposited for Safekeeping in order to discharge in full or in part any of our Indebtedness to the Bank.

8.3 Without derogating from the provisions of Clause 8.2 above, we may request the Bank to return to us, by delivery to the Branch of the Account, any Excluded Cheque Deposited for Safekeeping, even before its date of payment, however since an Excluded Cheque Deposited for Safekeeping serves as collateral for the payment of our Indebtedness, the return to us of any Excluded Cheque Deposited for Safekeeping is conditional upon the consent of the Bank and subject to its discretion.

8.4 We undertake to pay the Bank, on its demand, all of the amounts the payment of which is required by the Bank as provided in Clause 8.1 above together with all of the amounts due to the Bank pursuant to the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions (and that includes fees, commissions and charges for the prepayment of the Credit prior to the original date fixed for the payment thereof).

8.5 The Bank may take all of the measures it deems fit for the collection of all of the amounts as provided in Clause 4.2 above and realize its rights pursuant to any of the documents signed vis à vis the Bank by us or by any third party on our behalf and that includes debiting any account with the Bank maintained in our name and including together with others, with any of the amounts as provided in Clause 4.2 above, in whole or in part, and realize any of the Collateral Securities, all at its discretion, by any means permitted by Law and at our expense.

## 9. Discounting of Cheques Deposited from the Outset for Safekeeping to the Credit of the Current Account

9.1 We may request that the Bank from time to time execute for us Discounting of Cheques, for the Account, with respect to any Cheque deposited or which may be deposited by us with the Bank from the outset for safekeeping for the purpose of being presented for collection to the credit of the Current Account, provided that it is not a Rejected Cheque Deposited for Safekeeping or an Excluded Cheque Deposited for Safekeeping (hereinafter in this Letter: a **“Cheque Deposited from the Outset for Safekeeping”**).

9.2 For that purpose, we shall submit to the Bank a Specific Application for Discounting of Cheques, the subject matter of which is the Discounting of Cheques

Deposited from the Outset for Safekeeping in order to present them for collection to the credit of the Current Account in the form and manner as may be current at the Bank at any relevant time (hereinafter in this Letter: **“a Specific Application for Transferring Cheques from Safekeeping to Discounting”**) and all of the terms and conditions contained in the Credit Documentation which are relevant to the execution of Discounting of Cheques shall apply to Discounting of Cheques Deposited from the Outset for Safekeeping, with all the necessary modifications.

9.3 If a Specific Application for Transferring Cheques from Safekeeping to Discounting is not approved by the Bank, in whole or in part, each Cheque Deposited from the Outset for Safekeeping which the Bank did not agree to execute Discounting of Cheques with respect thereto, shall continue to be deposited for safekeeping for the purpose of being presented for collection to the credit of the Current Account, among other things, because each Cheque Deposited from the Outset for Safekeeping as aforesaid serves or will serve as collateral for the discharge of our Indebtedness.

## 10. Securities and Collaterals

10.1 Without derogating from the provisions of Clause 8 above, we undertake to pay the Bank the amount of each Discounted Cheque which the Bank deems, in its discretion, to be unpayable for any reason (whether on the maturity date thereof or prior to its maturity date) or is not paid to the Bank on its maturity date for any reason.

10.2 The Bank may in its discretion settle with any party to a Cheque delivered by us for the purpose of executing a Discounting of Cheques, whether by accepting installment payments or by accepting an amount smaller than the amount inscribed on the Cheque by way of the absolute discharge thereof, or by releasing such party or waiving any of our rights according to the Cheque or by granting any other concession, all of the foregoing without terminating any of our obligations in connection with the Cheque as aforesaid or in connection with the Credit Documentation or prejudicing any of our obligations as aforesaid or affecting any of them or reducing any of them in any way.

10.3 Without derogating from the provisions of Clause 10.1 above, in the event of death, legal incapacity, act of bankruptcy, there is issued against us an order whereby proceedings are commenced pursuant to the Insolvency and Economic Recovery Law, 5778-2018 or arrangement pertaining (among other things) to a debt to creditors, or if there is filed with the court an application for the appointment of an expert for the examination of a debt arrangement or if there is appointed an expert as aforesaid or another Appointee in connection with any of the events enumerated in this clause above, by temporary or permanent appointment, imprisonment or leaving the country in connection with any one of the following: any signatory, drawer, endorser, acceptor, guarantor or any other party liable or who may become liable under any Discounted Cheque, or if any other event occurs which, in the opinion of the Bank, affects or is liable to affect the possibility of being paid out of the Discounted Cheque, or if the Bank is unable to realize any of its rights against such party, we shall pay the Bank, on its first demand, the amount of any Discounted Cheque, even if the maturity date of the Discounted Cheque has not yet fallen due.

## 11. Interpretation and Definitions

11.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may



have according to Law or pursuant to any of the documents specified above.

- 11.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account and in the Letter of General Conditions for Receiving Credit.
- 11.3 In this Letter, the terms **"the Credit Documentation"** and **"the Amounts of the Credit"** shall have the meaning accorded to them in the Letter of General Conditions for Receiving Credit, with respect to or in connection with the respective Discounting of Cheques.
- 11.4 In this Letter, the following terms shall have the meaning as set out next to them:
- 11.4.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 11.4.2 **"the Cheques for Discounting"** – Cheques to be delivered to the Bank for the purpose of executing Discounting of Cheques with respect thereto.
- 11.4.3 **"Discounting of Cheques Account"** – a sub-account maintained within the Account and which enables the Account Holder to execute within the Account activity in the Area of Activity "Discounting Cheques".
- 11.4.4 **"Balance in the Account"** – the total of all the credits passed to the Current Account to the respective date after the deduction of the total of all the debits passed to the same Current Account to such date.
- 11.4.5 **"this Letter"** – this Letter of General Conditions for the Area of Activity "Discounting of Cheques", as may be amended from time to time.
- 11.4.6 **"the Letter of General Conditions for Receiving Credit"** – the Letter of General Conditions for Receiving Credit which we have signed in connection with the Account to which this Letter applies.
- 11.4.7 **"Discounting Repayment Schedule"** – details of each Discounted Cheque, according to a Specific Application, including the Principal Amount for Discounting and the date of payment thereof as well as the rate and amount of the Interest pertaining to each Discounted Cheque and the date of payment thereof. These details can appear in the Specific Application or in a separate document.
- 11.4.8 **"the Actual Repayment Date"** – the Business Day on which any amount of the Amounts of the Credit is actually paid.
- 11.4.9 **"the Agreed Repayment Date"** – the date on which any of the Amounts of the Credit is supposed to be paid pursuant to the terms of this Letter and the rest of the Credit Documentation which are relevant to the Discounting of Cheques, and that includes due to rendering same immediately payable as provided in the Credit Documentation.
- 11.4.10 **"Discounting of Cheques"** – means, unless otherwise stated in writing, the depositing of Cheques, the date of payment of which is in the future, in the Discounting of Cheques Account, against receipt of immediate consideration from the Bank, all on terms as set forth in the Credit Documentation.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we may request the Bank, from time to time, to subscribe to an arrangement as is customary at the Bank for receiving Credit from the Bank for the purpose of purchasing products (including money) and services by means of a Debit Card or to an arrangement for the use of a Debit Card (hereinafter in this Letter, respectively: **"the Card"** and **"the Bank's Arrangement"**).
- 1.2 The Bank may approve our request as provided in Clause 1.1 above, and if it does so, our subscription to the Bank's Arrangement shall be conditional upon our compliance with the terms and conditions as may be agreed between us and the Bank and to its satisfaction.
- 1.3 Without derogating from the provisions of Clause 1.2 above, it is clarified that our subscription to the Bank's Arrangement is also subject to the condition that beforehand we subscribe to a suitable arrangement which enables the Bank to provide us with service pursuant to this Letter. Such an arrangement shall be that of at least one of the companies with whom the Bank has made a suitable arrangement or of one of such companies in cooperation with the Bank or of the Bank (hereinafter in this Letter: **"the Issuer"** and **"the Issuer's Arrangement"**) respectively.
- 1.4 In order to subscribe to the Issuer's Arrangement, we shall come to terms with the Bank which deal with an application to receive a Debit Card and with regulating our relationship with the Issuers.

## 2. Interpretation and Definitions

- 2.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter and pursuant to the Specific Application are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 2.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 2.3 In this Letter, the following terms shall have the meaning as set out next to them:
  - 2.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
  - 2.3.2 **"This Letter"** – this Letter of General Conditions for the Area of Activity "Debit Cards", as may be amended from time to time.

## 1. General

- 1.1 Further to the provisions of the Application to Open an Account, we hereby request the Bank to receive Banking Services for the Account in the Area of Activity "Housing Loans". For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.
- 1.2 In the framework of the Area of Activity "Housing Loans", we may request the Bank to provide us, from time to time, with Housing Loans. For that purpose, we shall submit a Specific Application to receive a Housing Loan, in such form and manner as shall be usual at the Bank at any relevant time, which shall be further to this Letter and to the rest of the relevant Credit Documentation and shall complement them (hereinafter in this Letter: a **"Specific Application for a Housing Loan"**).
- 1.3 Each Specific Application for a Housing Loan shall specify, among other things, the requested amount of the Housing Loan, its purpose, the composition of the Housing Loan, the term of the Housing Loan, the repayment track of the Housing Loan, particulars of the Property, particulars testifying to our ability to meet the payments for the repayment of the Housing Loan and other particulars as may be required by the Bank when the Specific Application is submitted.
- 1.4 Entering into this Letter and the rest of the Account Opening Documentation or our signing any Specific Application for a Housing Loan in no way obliges the Bank to provide the Housing Loan, in full or in part, and it shall be at the discretion of the Bank whether to comply, in full or in part, with any Specific Application for a Housing Loan, or to reject it, without being obliged to assign any reason for its decision.
- 1.5 The Bank will consider whether to grant an approval in principle for a Housing Loan on the basis of the Specific Application alone (hereinafter: **"the Approval in Principle"**). If the Bank gives the Approval in Principle it shall be valid for such period as may be specified therein. The Bank may stipulate various conditions in the Approval in Principle and these conditions may be valid for different periods.
- 1.6 In order that the Bank may consider whether to approve going forward to opening a file with respect to the Specific Application or reject it, we will need to provide the Bank with all of the documents required by it, including confirmations of income, statements in current account, documents evidencing registration of rights with regard to the Property, the collateral securities, the appraisal of the Property by a land valuer and any other document, including undertakings and approvals of third parties, all to the satisfaction of the Bank.
- 1.7 The Housing Loan will only be given after all of the data contained in the Specific Application for a Housing Loan which we have delivered and may deliver to the Bank are found to be correct to the complete satisfaction of the Bank, and that includes after we comply with all of the terms as may be agreed upon between us and the Bank, and that includes after we sign (and the guarantors on our behalf sign, in as much as may be required) the relevant Credit Documentation, including the special agreement for a Housing Loan or the special letter of undertaking for the repayment of the Housing Loan (hereinafter: **"the Housing Loan Contract"**) and the relevant Collateral Securities Documentation and the provision of the relevant collateral securities.
- 1.8 The Housing Loan shall not be granted to us so long as the relevant Account Opening Documentation has not been signed by all of the borrowers applying for the

Housing Loan, or if there are additional Account Holders, over and above the borrowers applying for the Housing Loan.

- 1.9 Only the actual provision of the Housing Loan will constitute the agreement of the Bank to comply with our request for the provision of a Housing Loan.
- 1.10 The terms and conditions of the Housing Loan and the date on which the Housing Loan will actually be made available to us will be specified in the Housing Loan Contract.
- 1.11 So long as we do not otherwise instruct, we request that the Account serve for the Area of Activity "Housing Loans" and that we may act in the Channels of Service "Information by Internet/Cellular Applications" and "Poalim by Telephone" only (hereinafter: **"the Framework of Activity Housing Loans"**).
- 1.12 So long as the Account is operated within the Framework of Activity "Housing Loans" and so long as we do not carry on in the Account any other or additional activity of any kind other than the Framework of Activity "Housing Loans" and we do not give to any third party the number of the Account for the purpose of crediting it or debiting it and we do not sign any documents for debiting the Account, including authorizations for debiting the Account, the Account will be exempt from fees, commissions, charges or expenses involved in the opening of the Account or administration thereof, with the exception of fees, commissions, charges and expenses in connection with Housing Loans.
- 1.13 The fees, commissions, charges and expenses in connection with Housing Loans (as to which the aforesaid exemption shall not apply) include, and without derogating from the generality of the foregoing, such as may be specified in the Housing Loan Contract and such as concern the receipt of the Housing Loan, the administration thereof, the handling by the Bank of our applications to the Bank with reference thereto, the collection thereof, the early repayment thereof, the proceedings for the repayment thereof which may be instituted by the Bank, the collateral securities which may be given as security therefor and for safekeeping and insurance of such collateral securities.

## 2. The Housing Loan Contract

The provisions of the Housing Loan Contract shall apply to the Housing Loan as well as such provisions as shall be binding on us in every respect in connection with the Housing Loan, including the amount of the Housing Loan, the rate of interest applicable to the principal of the Housing Loan, the way in which it is determined, the linkage terms, the payment dates of amounts on account of principal of the Housing Loan and the interest thereon, the manner of repayment of the Housing Loan, the payments, the fees, commissions, charges and expenses with respect to the Housing Loan, the early repayment of the Housing Loan, default interest, collection of arrears, the collateral securities, the insurance of the Property, life insurance, and all the terms and conditions and other particulars in connection with the Housing Loan.

## 3. Priority Among Documents

Nothing in the provisions of the Account Opening Documentation shall change or derogate from our obligations as set forth in the Housing Loan Contract, if and when the Bank approves for execution our application for a Housing Loan. In any case of conflict between the provisions of the Account Opening Documentation and the provisions of the Housing Loan Contract, the provisions of the Housing Loan Contract shall prevail.

## 4. Interpretation and Definitions

- 4.1 Nothing contained in this Letter and in the Specific Application shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation, the Credit Documentation, the Collateral Securities Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter are autonomous and independent of each other, and are in addition to any right which the Bank has or



may have according to Law or pursuant to any of the documents specified above.

4.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.

4.3 In this Letter, the following terms shall have the meaning as set out next to them:

4.3.1 **“the Application to Open an Account”** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.

4.3.2 **“This Letter”** – this Letter of General Conditions for the Area of Activity “Housing Loans”, as may be amended from time to time.

4.3.3 **“Housing Loan”** - a loan which has not been granted for a business purpose and which complies with at least one of the following:

4.3.3.1 The loan is intended for the purchase or leasing of a residential apartment, the building thereof, the enlargement thereof or the renovation thereof.

4.3.3.2 The loan is intended for the purchase of a plot of land for the construction of a residential apartment or for the purchase of a right in an apartment in return for key money.

4.3.3.3 The loan is granted against the pledging of a residential apartment.

4.3.3.4 The loan is intended for financing the early repayment of a loan as provided in sub- Clauses 4.3.3.1 or 4.3.3.2 above, in whole or in part.

4.3.4 **“the Property”** – the property by virtue of which the loan becomes a “Housing Loan” as provided in Clause 4.3.3 above.

Further to the provisions of the Application to Open an Account and since we request or may request the Bank to receive Banking Services for the Account by means of Channels of Service, then if we wish to act in Channels of Service as aforesaid (and subject to the approval of the Bank as set forth below), the provisions of this Letter below shall also apply to the provision of the service in the Channels of Service.

## 1. General

- 1.1 We may request of the Bank to enter into a relationship with the Bank or to act in the framework of the Areas of Activity approved for us by the Bank pursuant to the terms of the Account Opening Documentation, and that includes the submission of Specific Applications of different kinds, by means of different Channels of Service as there may be at the Bank from time to time and as set forth in this Letter below or as published by the Bank from time to time.
- 1.2 Submission of an application for receiving Information and executing transactions through the Channels of Service shall be made by way of marking the Channels of Service in which we are interested or by our signing a document listing the Channels of Service which constitutes part of the Account Opening Documentation, as aforesaid, or by way of signing a separate agreement to subscribe to any of the Channels of Service, presently existing and/or which may exist in the future, all in form and content current at the Bank. Subject to the rules and regulations by which the Bank is bound and the terms and conditions which may be prescribed by it from time to time, it may be that in the future the Bank may not require of us, for the purpose of subscribing to any Channel of Service, to sign a document listing the Channels of Services through which we wish to operate as aforesaid but may be satisfied by signing the relevant Account Opening Documentation or in any other way as may be determined by the Bank. Moreover, subject to the rules and regulations by which the Bank is bound and the terms and conditions which may be prescribed by it from time to time, subscription to a Channel of Service or the expansion of the scope of the Services Through the Channels of Service may be achieved by means of an On-line Agreement.
- 1.3 Nothing in the submission by us of any application in connection with the Channels of Service shall obligate the Bank. The Bank may approve or refuse our application in whole or in part, all at its discretion.
- 1.4 Whenever the Bank complies with our request for the receipt of Information and the execution of transactions through the Channels of Service or whenever the Bank agrees to receive a Message from us or to give us Information through the Channels of Service as set out in this Letter below, the terms and conditions of the Account Opening Documentation and the provisions as set forth in this Letter hereinafter will apply.
- 1.5 The receipt of the Information and the execution of the transactions through the Channels of Service will be implemented, at the discretion of the Bank, in scope, on terms and in manner current at the Bank from time to time, including in any way related to minimum technological requirements, restrictions and safety measures.
- 1.6 Without derogating from the provisions of the Account Opening Documentation in connection with operations in Areas of Activity and Channels of Service, we shall be entitled to act, use, instruct, request, do, deliver Debit Instructions or instructions to execute Transactions for the Account of any other kind only within the framework of the Areas of Activity and the Channels of Service that have been approved for us by the Bank.
- 1.7 Whenever for the purpose of subscribing to Channels of Service or for the purpose of executing Transactions for the Account we may be required to sign an On-Line Document or to approve the terms of any On-Line Document, the Bank will enable us to view the On-Line

Document as aforesaid, and we may make a print-out thereof.

- 1.8 The Bank may, for the purpose of using a certain Channel of Service or a certain technology, make the use thereof subject to the installation of hardware or software, as determined by the Bank, or such means as the Bank may supply to us, all subject to user licences of the Bank or of third parties.
- 1.9 The Bank may make the use of any of the Channels of Service or Areas of Activity subject to the installation of technological means, their replacement or updating, without it being regarded as approval by the Bank of the quality or the standard of operation of such means and without it being regarded as an obligation of the Bank to provide any Information or to enable the execution of operations through Channels of Service or in any Areas of Activity or the continued provision of same.
- 1.10 Qualifications to the Provision of Services Through Channels of Service
  - 1.10.1 Without derogating from the generality of the provisions of the Application to Open an Account and General Conditions for Operating an Account, the Bank may make its consent to provide Information and to make it possible to execute transactions through the Channels of Service subject to reasonable conditions and qualifications at its discretion.
  - 1.10.2 Without derogating from the generality of the provisions of Clause 1.10.1 above:
    - 1.10.2.1 The Bank may approve for us only the receipt of the Information and may refrain from approving for us the possibility of giving instructions for executing Transactions for the Account or giving instructions for debiting the Account within the framework of the same Channel of Service.
    - 1.10.2.2 Without derogating from the provisions of Clause 7 of the Application to Open an Account and General Conditions for Operating an Account, for executing Transactions for the Account, the Bank may allow us to give instructions for executing some of the Transactions for the Account or giving instructions for debiting the Account and may not allow us to give instructions for executing other Transactions for the Account or not to receive certain instructions for the debiting thereof.
    - 1.10.2.3 The Bank may set conditions or make demands of us from time to time in connection with the Channels of Service or transactions and Information supplied through them, taking into consideration, among other things, the rules and regulations by which the Bank is bound and/or technological developments.
    - 1.10.2.4 Without derogating from the provisions of Clause 10 of the Application to Open an Account and General Conditions for Operating an Account, the Bank may from time to time fix the hours and the times:
      - 1.10.2.4.1 For sending Messages through any of the Channels of Service.
      - 1.10.2.4.2 For giving instructions for executing Transactions for the Account through any of the Channels of Service.
      - 1.10.2.4.3 For receiving Information through any of the Channels of Service.
- 1.11 Information Security

- 1.11.1 Receipt of the Information and the execution of transactions through the Channels of Service is conditional upon the use of an Essential Component, including a Code and/or means of identification and/or any other identification component as the Bank may determine from time to time.
- 1.11.2 Without derogating from the provisions of Clause 1.11.1 above and the rest of the mandatory precautionary measures, the Bank may make the receipt of Information and the execution of transactions through the Channels of Service subject to the incorporation of security measures to protect Information, hardware or software in the End-User Equipment used by us, including the installation of means to prevent eavesdropping or means to prevent third parties from linking up to the End-User Equipment used by us, or that we install means, including and without derogating, the installation of fire walls or software for identifying and removing "viruses", "spyware" and other malicious or harmful software.
- 1.12 The Internet
- 1.12.1 Without derogating from the provisions of Clause 1.11 above, the Bank suggests that we use the Internet for surfing on the Website of the Bank or cellular applications or for receiving Information and executing transactions through the Channels of Service by means of End-User Equipment which is protected from "viruses", "spyware" and other malicious and/or harmful software.
- 1.12.2 Without derogating from the terms and conditions of the Account Opening Documentation and the Further Conditions, Communication with the Bank through the Internet and surfing on the Website of the Bank or on cellular applications, is subject to the terms and conditions for surfing on and accessing the Website of the Bank, as they appear or may appear on the Website of the Bank and the very use of the Website of the Bank for receiving Information and executing transactions constitutes consent to such terms and conditions.
- 1.12.3 The Website of the Bank and the cellular applications of the Bank as whole include content and software and are provided as they are. Part of the contents on the Website of the Bank or on the cellular applications may be supplied by third parties on their own responsibility, directly or through links. The Bank has no control over them and the Bank shall not be responsible for any such contents and howsoever in connection therewith, provided that with respect to the content which is not general information, but specific and financial Information, the Bank acted reasonably in choosing such third parties. The Bank shall bear no responsibility for any damage liable to be incurred by us following the downloading of third party software, the installation thereof in our computers and the use thereof. The Bank is not responsible for the use of contents, software and hardware supplied by third parties, and such use is on the responsibility of the user alone.
- 1.12.4 Without derogating from the terms and conditions contained in the Account Opening Documentation and in the Further Conditions, whenever the receipt of Information and the execution of transactions by means of the Internet are supplied with the help of software the proprietary rights or the copyright therein or thereto belong to the Bank or to any third party and if we are granted any right of use of such software, the terms of the user licence regarding any such software shall also apply to us. Our rights under any user licence regarding such software are neither assignable nor transferable to any other person. The period of use of such software shall be restricted to the shortest of the following periods: the period for which we are customers of the Bank; or the period for which we receive services from the Bank through the Channels of Service; or pursuant to the authorizations which may be given to us by the Bank from time to time.
- 1.13 Posting Transactions for the Account
- 1.13.1 Without derogating from the provisions of the Application to Open an Account and General Conditions for Operating an Account and in particular the provisions of Clause 10 of the Application as aforesaid, any Instruction Through a Channel of Service which is given is subject to the restrictions arising from Business Days, modalities of execution, working hours, Areas of Activity and the like, including such as are prescribed in the Application to Open an Account and General Conditions for Operating an Account and as may be announced by the Bank and updated from time to time.
- 1.13.2 All of the Records of the Bank pertaining to the existence of any Instruction Through a Channel of Service, the time and content thereof shall serve as admissible evidence for proving the truthfulness of their content.
- 1.14 Changing the Scope of the Activity through the Channels of Service
- Without derogating from the provisions of Clauses 7 and 9 of the Application to Open an Account and General Conditions for Operating an Account:
- 1.14.1 The Bank may at any time change the scope of the activity through the Channels of Service.
- 1.14.2 A change which includes a reduction in the scope of the activity through the Channels of Service shall be made by notice to be sent to us 14 days in advance, but in the cases enumerated in Clause 3.2.3 below, the Bank shall not be obliged to give us any advance notice of the reduction in the scope of the activity through the Channels of Service, in whole or in part.
- 1.14.3 A general change, which does not specifically refer to the Account, regarding the scope of the activity through the Channels of Service shall be made by publication 14 days in advance.
- 1.15 Up-datedness of the Information through the Channels of Service
- The up-datedness of the Information which may be given through the Channels of Service shall correspond to the up-datedness of the Information in the systems of the Bank, and the balances and the credits which may be communicated shall include conditional balances and credits, unless otherwise prescribed by the Bank with respect to certain Information.
- 1.16 Delivering Information through the Channels of Service
- Data, Information and notices from the Bank through the Channels of Service may be delivered in the same way that application was made to the Bank or by the same Means of Communication and/or to the same address for electronic mail through which application was made to the Bank or other Means of Communication.
- 1.17 Passing on Information received through the Channels of Service
- 1.17.1 Data, Information and notices which may be delivered to us according to this Letter are intended for us and we shall not pass them on to others.
- Immediately upon the Bank's demand, we shall indemnify the Bank for any damage, loss or expense which may be incurred by the Bank as a result of any demand or claim raised against the Bank by any third party based on Information which we received by Means of Communication and which contrary to the instructions of the Bank we passed on to any third party. Without derogati
- 1.17.2 ng from the aforesaid, it is clarified for the removal of any doubt that in legal proceedings as aforesaid, which are being conducted



before a court of law or other judicial authority in which the Bank took an active part, the Bank's entitlement to litigation costs in such proceedings shall be in accordance with the provisions of Clause 15.1.5 of the Application to Open an Account and General Conditions for Operating an Account.

1.18 Fees, commissions and charges for receiving Information and executing transactions through the Channels of Service

1.18.1 Without derogating from the provisions of Clauses 15 and 27 of the Application to Open an Account, in as much as the receipt of Information and the execution of transactions through the Channels of Service involve payment of fees, commissions and charges, expenses or user fees, in addition to any debiting of the Account arising from the execution of the Transaction for the Account to which the aforesaid instruction refers, we shall pay same to the Bank in the amounts, on the dates and in the manner as specified in the Bank's Scale of Charges, or as agreed upon or as may be agreed upon in writing between us and the Bank (in so far as may be agreed).

1.18.2 Without derogating from any of our obligations in Clause 1.18.1 above, the Bank may debit the Account with all of the amounts due to the Bank from us in any way, following the use by us of any of the Channels of Service or following the receipt of any Information and the execution of any transactions in accordance with the instructions which we may give the Bank through any of the Channels of Service and any other payment in connection with any of the foregoing. Signing or agreeing to the Account Opening Documentation and subscription to any of the Channels of Service mentioned in this Letter, will constitute an irrevocable instruction and authorization to the Bank to do so.

1.19 Change of Name of any Channel of Service

The Bank may from time to time change the name of any Channel of Service. But doing so in no way derogates from the terms and conditions governing such Channel of Service prior to its change of name.

1.20 Reporting of defects

We shall inform the Bank immediately it becomes known to us:

1.20.1 Of any forced entry, unauthorized link-up, eavesdropping or tapping of our End- user Equipment; and–

1.20.2 Of any leakage of Information, leakage of data, intended for us, to persons unauthorized in that regard; and–

1.20.3 Of any instruction, request, Message, action or transaction, made in our name and without our authorization; and–

1.20.4 Of any instance of disruption or mistake which has occurred in connection with the execution of any request, instruction or Message of ours to the Bank; and–

1.20.5 Of any instruction, request, action or transaction which were not carried out in accordance with our instructions delivered to the Bank in the manner agreed with the Bank; and –

1.20.6 Of any request, instruction or Message which we have delivered to the Bank in error or not in the way agreed with the Bank.

1.21 Loss of an Essential Component

1.21.1 Without derogating from the generality of the provisions of Clause 12 of the Application to Open an Account and General Conditions for Operating an Account, we shall inform the Bank immediately it becomes known to us of the loss or exposure of the Code which serves to identify us by the Bank through the Channels of Service, by Means of

Communication and through any Channel of Service approved for us by the Bank.

1.21.2 We shall arrange to change any Essential Component which was lost or exposed immediately the loss or exposure thereof becomes known to us.

1.22 Activity in securities through Channels of Service

If the Bank approves the use by us of Trading Services, as defined in the Account Opening Documentation which deals with the Area of Activity "Securities", and allows us to carry out activities of selling or buying securities or foreign securities through different Channels of Service, and if such Channels of Service include channels according to this Letter, the consent of the Bank as aforesaid shall be subject to our subscribing to the appropriate Channel of Service and signing the documents as required by the Bank in order to enable us to utilize the respective Channel of Service, but without derogating from other provisions contained in the Account Opening Documentation, including the relevant provisions in connection with activity through Channels of Service in the Area of Activity "Securities".

1.23 Activity according to Law

Without derogating from the generality of the provisions of this Letter, we may execute Transactions for the Account through Channels of Service subject to the existing permits and rules and regulations of the Bank of Israel, as they may be updated from time to time.

1.24 Non-execution of instructions and partial execution

1.24.1 The giving of an Instruction Through a Channel of Service by us or by any one on our behalf to the Bank in no way obliges the Bank to execute the Transaction for the Account referred in the Instruction Through the Channel of Service and in any case the execution of the Instruction through the Channel of Service is subject to the consent of the Bank.

1.24.2 In each one of the following cases the Bank may refrain from giving its consent to the execution of a Transaction for the Account in accordance with an Instruction Through a Channel of Service given by us, in whole or in part:

1.24.2.1 In case the Instruction Through the Channel of Service is not in accordance with the terms and conditions set forth in the Account Opening Documentation; and –

1.24.2.2 In case the Instruction Through the Channel of Service is not in accordance with the usual terms and conditions or those current at the Bank for an account of the type of the Account; and –

1.24.2.3 In case the Instruction Through the Channel of Service is not in accordance with the usual terms and conditions or those current at the Bank for customers of the type to which we belong; and –

1.24.2.4 In case the Instruction Through the Channel of Service is not in accordance with the Areas of Activity in which we may act for the Account; and –

1.24.2.5 In case the Instruction Through the Channel of Service is not in accordance with the signature rights and the authorizations for the Account; and –

1.24.2.6 In all of the cases set forth in the Account Opening Documentation in which a right was conferred upon the Bank not to execute the Instruction; and –

1.24.2.7 In any case that the Bank considers, at its discretion, that the execution of the Instruction Through the Channel of Service would expose the Bank to risk;

(hereinafter in this Letter: “**Impediment to Executing an Instruction**”).

- 1.24.3 Whenever there is an Impediment to Executing an Instruction as aforesaid, the Bank may refrain from executing the Transaction through the Channel of Service or execute it in part only or approximately.
  - 1.24.4 Whenever the Bank chooses not to execute the Instruction Through the Channel of Service as to which there is an Impediment to Executing an Instruction as aforesaid or to execute it in part only or approximately, the unexecuted Instruction Through the Channel of Service or part thereof, as the case may be, as aforesaid, shall be deemed to be null and void.
  - 1.24.5 Nothing contained in this clause shall derogate from the provisions of Clause 7 of the Application to Open an Account and General Conditions for Operating an Account.
- 1.25 Giving Instructions through Authorized Persons
- 1.25.1 The Bank may refrain from allowing an Instruction Through a Channel of Service to be given through Authorized Persons either as a general rule or in particular with regard to a particular instruction or customer or Channel of Service, including debit cards or bank cards for automated services or a Channel of Service which is utilized with the help of an Essential Component.
  - 1.25.2 If we have notified or notify the Bank in writing in accordance with the provisions of the Account Opening Documentation, that we have authorized or authorize whoever of the Account Holders or someone else to give the Bank instructions to execute certain Transactions for the Account, the Bank may, subject to its prior approval, without having to give notification of its approval, enable such authorized person to give such instructions also by telephone or by facsimile or by means of secure Communication as may be determined by the Bank.
- 1.26 Transactions by Communication – Transfers and Credits to Other Accounts Not Held By Us
- Transactions by Communication in favour of a third party by way of transfers and credits to the accounts of others by means of a computer installed at our place or a Communication network and computer of the Bank may be executed in one of the following ways:
- 1.26.1 In accordance with a comprehensive arrangement regarding transactions to the credit of accounts identified in a list of beneficiaries duly determined by us in advance (hereinafter: “**List of the Beneficiaries**”), limited in amount as may be determined by the Bank or by us (whichever is the lower).
  - 1.26.2 In accordance with a comprehensive arrangement regarding transactions to the credit of accounts which are not identified in a List of the Beneficiaries, limited in amount as may be determined by the Bank for each transaction or for each period as may be determined by the Bank, as the case may be.
  - 1.26.3 In accordance with a specific arrangement regarding any transaction to the credit of another account which is not part of a List of the Beneficiaries, limited in amount as may be determined by the Bank or by us (whichever is the lower).
- 1.27 List of the Beneficiaries
- 1.27.1 The accounts specified in the List of the Beneficiaries are held by a beneficiary(ies) who has/have agreed to the execution of the transfer of funds and that they be credited in their favour, except for customers who use EDI or alternatively only for Internet or cellular application customers.
  - 1.27.2 We shall notify the Bank of any change, replacement or cancellation of authorizations in

any of the accounts recorded in the List of the Beneficiaries, and that means immediately we are advised thereof.

- 1.27.3 When the Bank has acted in accordance with our notification in Clause 1.27.2 above, the Bank shall be relieved of all liability for any damage, loss or expense liable to be incurred by us directly or indirectly due to any change, replacement or cancellation of authorizations in any of the accounts recorded in the List of the Beneficiaries.

## 2. **Precautionary Measures**

- 2.1 The Bank adopts procedures for safeguarding the instructions for executing transactions given by us in accordance with Law. The Bank may record and document with the means available to it the notices or the instructions which we may give by telephone or the telephone conversations which we may hold with the Bank or someone on its behalf.
- 2.2 Throughout all of the Channels of Service the Bank may make recordings and/or photographs and/or may keep electronic Messages and/or take any action which preserves the Information and make whatever use of it. Among other things, the Bank will keep the following Information:
  - 2.2.1 The way in which we operate in the Channel of Service or in the Account, including the Information communicated or the transactions executed by us through the Channel of Service or the Account;
  - 2.2.2 The respective Transaction for the Account;
  - 2.2.3 The instruction to execute the respective Transaction for the Account;
  - 2.2.4 The person who delivers the respective instruction;
  - 2.2.5 When the instruction was given;
  - 2.2.6 The way in which the instruction was executed;
  - 2.2.7 The conversation in the framework of which the respective instruction was given (in as much as it was given in a conversation) and the participants in such conversation.
- 2.3 The Bank takes measures to secure data and Information. With regard to telephone Communication and Communication through the Internet the Bank maintains an identification system through means of identification and on-going control over communication with the Bank's systems. On the Internet, information security measures are taken which will be installed in our End-User Equipment. Moreover, the Bank may but is not obliged to adopt procedures to protect servers such as but not only “FIREWALL”. Furthermore, the Bank has the means to block its systems in the face of incoming Communication.
- 2.4 The precautionary measures which the Bank adopts do not replace the precautionary measures which we must take when using any of the Channels of Service under this Letter. Without derogating from the responsibility of any of the parties to this Letter, it is incumbent on us to take action for the reduction of risk and against the possibility of misuse by a third party, in the course of our use of the End-User Equipment or the Means of Communication or Automated Machines or debit cards, and among other things, to do and act as follows:
  - 2.4.1 To take reasonable precautionary measures, when using the End-User Equipment and the Means of Communication, in order to prevent any use in our name but without our authorization for the purpose of executing Transactions for the Account and/or for obtaining Information about the Account or for communicating with the systems of the Bank. Moreover, we shall safeguard any Essential Component and other means of identification agreed upon with the Bank and we shall not reveal them or pass them on to others. The foregoing shall not derogate from the responsibility of any of the parties to this Letter.

- 2.4.2 To safeguard the debit card and the secret number and not to reveal them and/or hand them over to anyone else.
- 2.5 With respect to telephone and Internet services, the substitution of the Code; and with respect to our use of End-User Equipment, the substitution of the password, once every so often can be useful in reducing risk and we shall do so. The Code should contain letters and numbers and that we shall not use a simple password including a password based on our name, our date of birth and the like.
- 2.6 We shall see to it that the End-User Equipment being used by us is in good order and that it functions properly.
- 2.7 Any Message which we deliver to the Bank by Means of Communication or by means of the End-User Equipment, shall be delivered by us to the Bank clearly and lucidly and unequivocally, and, among other things, subject to the following terms and conditions:
- 2.7.1 With respect to a telephone conversation– we will deliver what we have to say clearly and specifically.
- 2.7.2 When using a facsimile machine – the document being transmitted by facsimile will bear our name and telephone number for contacting us by telephone and the facsimile transmission number to which can be sent a Message in response by the Bank. The document being transmitted by facsimile shall be clear and legible throughout and we shall refrain as far as possible from transmitting copies of documents that contain unnecessary characters, any fault, erased letters or sentences, black stripes resulting from photocopying. We shall sign the original copy in such a manner that our signature appears on the copy received by the Bank by facsimile.
- 2.7.3 With respect to electronic mail – if it is possible for us to contact the Bank by electronic mail we shall use software supported by the Bank, in addition to the precautionary measures predicated by the use of the Internet, and in any case we shall not specify in any notice by electronic mail the Essential Component and that includes the Code or any other Information which is not necessary or which is liable to expose us or the Bank to information security risks.
- 2.7.4 When receiving advice by telephone or facsimile we will check that the data and the Information given to us by the Bank have indeed been properly understood by us.
- 2.7.5 If we use Automated Machines or Communications, we will refrain from receiving assistance from strangers and refrain from using their end-user equipment.
- 2.7.6 Without derogating from the generality of the provisions of Clause 12 of the Application to Open an Account and General Conditions for Operating an Account, if we suspect that there has been any misuse of the Channels of Service, we will check the contact data and/or the Transactions for the Account which were effected before the suspicion arose as aforesaid and make sure that our instructions were executed literally and that there are no operations or transactions which were not effected by us or without our authorization. We will bring any irregular finding to the knowledge of the Bank immediately it becomes known to us.
- 2.7.7 When entering the Website of the Bank, we will check that the address of the site is correct, that the general aspect of the Website of the Bank is familiar to us and that on the screen of the End-User Equipment used by us there appears a sign that the transmission of the data is effected in coded form. When we have concluded our activities at the Website of the Bank, we shall make an orderly exit from the Website of the Bank.
- 2.7.8 The Bank does not or will not ask us for identification details for “Poalim by Telephone” or for the Website of the Bank.
- 2.7.9 The Bank does not or will not send electronic mail which contains a link to the Website of the Bank. If we receive electronic mail which appears to contain a link to the Website of the Bank, we shall refrain from keying in the link or from carrying out any operation on the basis thereof and we shall notify the Bank thereof immediately.
- 2.8 **Responsibility**  
Without derogating from the rights of the parties hereunder and the Account Opening Documentation, including the rights and obligations of the parties as provided in the provisions of Clauses 11 and 12 of the Application to Open an Account and General Conditions for Operating an Account, the following provisions shall apply:
- 2.8.1 **Instruction by Telephone:** The Bank takes reasonable measures at its disposal to identify the communicating party. Where such measures have been taken, the Bank shall be relieved of all liability for any damage, loss or expense which may be incurred by us following the execution of the instruction, even if the instruction was given by someone with no authority to give same, provided that the Bank shall not be exempt if the damage, the loss or the expense were sustained as a result of the Bank's negligence.
- 2.8.2 **Instruction by Facsimile:** The Bank may charge us for transactions carried out according to any instruction given by means of facsimile even if the instruction was given by someone with no authority to give same, provided that the Bank shall not be exempt if the damage, the loss or the expense were sustained as a result of the Bank's negligence.
- 2.8.3 The Bank shall be exempt from any responsibility as a result of the non-execution of Messages delivered through a Channel of Service or by Means of Communication or partial execution or approximate or faulty execution of Messages delivered through a Channel of Service or by Means of Communication, due to any misunderstanding or circumstances beyond the control of the Bank and which with reasonable effort the Bank could not prevent.
- 2.8.4 The Bank shall not be responsible for any damage, loss or expense liable to be incurred by us in case of any disruption or malfunction, including faulty or incomplete or approximate performance or omitting to perform, which are beyond the control of the Bank and which with reasonable effort the Bank could not prevent and, among the other things, in the following cases:
- 2.8.4.1 Temporary suspensions in the activities of the Channels of Service, through Means of Communication or Automated Machines.
- 2.8.4.2 Outages, disruptions, failure, collapse and other malfunctions of Means of Communication including Internet or the Website of the Bank or cellular applications of the Bank.
- 2.8.4.3 Disruptions of Messages, of Information and data, in the sending or reception of instructions for executing or of instructions to refrain from executing operations in the framework of the Banking Service or in connection with Transactions for the Account.
- 2.8.5 The Bank shall not be responsible, inter alia, for any damage, loss or expense liable to be incurred by us as result of any of the following causes:
- 2.8.5.1 Malfunctions in the use of End-User Equipment, provided that they are not



within the control of the Bank and the Bank could not have prevented them with reasonable effort.

- 2.8.5.2 Unlawful use of systems which serve us under this Letter or contrary to directions which the Bank distributes.
- 2.8.5.3 Transmission by us of erroneous or unreasonable data.
- 2.8.5.4 Electrical power outages affecting us
- 2.8.5.5 Electrical power outages affecting the Bank, provided that they are not within the control of the Bank and the Bank could not have prevented them with reasonable effort.
- 2.8.5.6 Occurrences caused by an act of God.

## 2.9 Limitation of Liability

- 2.9.1 The Bank shall be relieved of all liability for any damage, loss or expense which may be incurred by us or by any third party who receives from us any Information, particulars or data, that is as a result of any disruption of Information, in the arrival times of the Information or the very arrival thereof, in the particulars and in the data, for whatever reason due to or following malfunctions arising from lines of Communication, Means of Communication or Communication equipment or other Communication limitations beyond the control of the Bank or which relate to other third parties not under the Bank's control or known to it, also including the non-receipt of notices at the times requested by us or the partial or garbled receipt thereof or such notices being out-of-date and all of the foregoing in cases where the Bank with reasonable effort could not have prevented the disruption or the malfunction.  
The foregoing shall not derogate from the rights of the parties hereunder and under the rest of the Account Opening Documentation, rights and obligations of the parties as provided in Clauses 11 and 12 of the Application to Open an Account and General Conditions for Operating an Account.

## 3. The Suspension of Activity Through Channels of Service

- 3.1 The Bank may suspend the provision of Information and the possibility of executing transactions through the Channels of Service or any of them, in whole or in part, by giving prior notice of 45 days or as may be determined in a specific agreement.
- 3.2 Notwithstanding the provisions of Clause 3.1 above, the Bank is not obliged to give us prior notice of the suspension of activity through any of the Channels of Service, in whole or in part, in any one of the following cases:
  - 3.2.1 If our activity in any of the Channels of Service is liable to cause damage or if in the Bank's opinion, postponing the suspension of the provision of any of the services through the Channels of Service as aforesaid could adversely affect the situation of the Bank or prejudice any of its rights.  
If the Bank finds that the activity in the Account or the continuation thereof is liable to be used for committing an offence or to cause the Bank to be in breach of any provision of Law, including in cases where the suspension of the activity through the Channels of Service is intended to enable the Bank to comply with a court order, including an order of seizure of the Account, freezing of an account, attachment, restraining order, an order of receivership or an order restraining us from executing dispositions of our property of our own volition and other similar orders, or in accordance with any instruction of a competent authority.
  - 3.2.2 In circumstances in which the Bank is entitled to cease making Information available and executing transactions through the respective

Channels of Service or in the respective Areas of Activity, including on account of activity in an Area of Activity in a manner inconsistent with the type of the Account or on account of using any of the Channels of Service contrary to the terms of use thereof or contrary to the purpose of the use thereof or being in breach of the terms of use of any of the respective Channels of Service. Furthermore, if there are circumstances in which the Bank may limit activity in the respective Area of Activity or through the respective Channel of Service.

- 3.2.3 Where the Account is a joint account, where the right to debit the Account belongs to each one of the Account Holders severally, and such right lapses or is revoked.

- 3.2.4 If the continued use of a service that does not include a payment service involves a risk or a concern that there may be a risk to the Bank or that in the Bank's opinion, postponing the suspension of the provision of any of the services through the Channels of Service as aforesaid could adversely affect the situation of the Bank or prejudice any of its rights.

- 3.3 We may request to stop receiving any of the services through the Channels of Service and such notice shall take effect at the end of the next following Business Day from the date of receipt thereof in writing at the Branch of the Account.

- 3.4 If we decide to stop receiving any Information and stop executing transactions through the Channels of Service, we shall perform all of the obligations to the Bank which need to be performed upon the receipt of Information and the execution of transactions through the Channels of Service being discontinued, and part and parcel thereof we shall return to the Bank the software programs, the diskettes and all other items or equipment belonging to the Bank or which we received from the Bank and which belong to any third party.

## 4. Bank Cards and Automated Machines

- 4.1 We hereby request of the Bank to allow us to receive Information and to execute transactions by using the Channels of Service through Automated Machines (hereinafter in this Letter, respectively: **"the Transactions"** and **"the Automated Machines Arrangement"**).

- 4.2 If the Bank approves our subscription to the Automated Machines Arrangement, the terms and conditions contained in this Clause 4 shall apply as well as the terms and conditions contained in all of the Account Opening Documentation and the Further Conditions relevant to the execution of the Transactions.

- 4.3 We hereby request of you to provide us with a debit card (hereinafter in this Clause 4: **"the Card"**), a secret number (hereinafter in this Clause 4: **"the Secret Number"**) and instructions on how to use them, with the help of which we would be able to receive Information and execute the Transactions, subject of course to the terms and conditions of the Account Opening Documentation and the Further Conditions and the following provisions and without derogating from the provisions of Clause 12 of the Application to Open an Account and General Conditions for Operating an Account:

- 4.3.1 The Card is intended for our own use, we will safeguard it in order to prevent it being used by any other person apart from us and we may not transfer it to any other person. Furthermore, we shall not divulge the Secret Number to any other person, as this could cause damage to both the Bank and ourselves. Without derogating from our above undertaking, we shall not surrender the Card together with the Secret Number to anyone else. Noting the Secret Number in proximity to the Card is liable create the possibility of misuse of the Card by third parties. We shall not note down the Secret Number on the Card or obviously in proximity therewith. If we make use of Automated Machines, we shall refrain from accepting assistance from

strangers, other than officers of the Bank, for the purpose of executing Transactions. Under no circumstances will we hand over the Secret Number or the Card to any third party. We shall inform the Bank immediately it becomes known to us of any loss of the Card or of any notation made by us of the Secret Number.

- 4.3.2 We shall make use of the Automated Machines subject only to the terms of the Account Opening Documentation and the Further Conditions and according to the instructions of use which may be given to us by the Bank or which may be made public from time to time by the Bank (in this Clause 4 below, taken together : **"the Instructions"**).
- 4.3.3 The Card has been given to us and is in our possession for our own use only, it is not our property and has been given to us only for the purpose of executing the Transactions.
- 4.3.4 We shall not execute Transactions by means of the Automated Machines, including Debit Instructions for an amount in excess of the Balance Available for Withdrawal in the relevant Current Account, even if such Transactions are possible in accordance with the terms of this Clause 4.
- 4.3.5 We shall not execute Transactions which include instructions for debiting the Account with amounts which over a single day exceed the amounts which were approved for us by the Bank or which include instructions for debiting the Account with amounts which exceed other amounts which may be determined by the Bank from time to time and brought to our knowledge.
- 4.3.6 When making a cash deposit, we will deposit cash up to the limit of an amount determined by the Bank for deposit, or up to any other limit for deposit which may be determined by the Bank from time to time.
- 4.3.7 We shall not deposit Cheques except to the credit of the Current Account and in such way as the Bank has notified or may notify us.
- 4.3.8 The Bank shall debit and credit the Current Account with amounts according to the records of the Automated Machines. The documentation in the Books of the Bank in connection with these records, irrespective of whether made by means of Automated Machines of the Bank or by means of Automated Machines of third parties, shall constitute admissible proof of the execution of the Transactions for the Account by us and of their amounts.
- 4.3.9 The Bank may at any time stop giving us Information and executing Transactions through the Channels of Service by means of the Automated Machines, in whole or in part, or through the Channels of Service by the giving of notice, all in accordance with the provisions of Clause 3 above. We shall surrender the Card to the Bank immediately upon its first demand in the event of suspension of activity by means of the Card as provided in Clause 3 above or immediately the validity of the Card expires (if its validity is limited), whichever is the earlier.
- 4.3.10 Without derogating from the provisions of Clause 12 of the Application to Open an Account and General Conditions for Operating an Account, in the event of the loss of the Card, its theft, defacement or destruction, we shall give notice thereof to the Bank by telephone and in writing, immediately we become aware thereof and shall sign as soon as possible an appropriate form of notice and to do everything possible to assist in the return of the Card to the Bank.
- 4.3.11 The Bank is not responsible for any damage which we may incur, if at all, as a result of the use of the Automated Machines, or by means of the Card other than in accordance with the Instructions.

4.3.12 Where the Account is a joint account and each one of the Account Holders has the right to debit the Account severally, we shall not withdraw funds or give Debit Instructions for the Account by means of the Automated Machines commencing from the time it becomes known to us that the right of any one of the Account Holders to debit the Account severally has lapsed. The Bank is entitled to debit the Account with any amount which may be withdrawn by means of the Automated Machines, up to the end of five Business Days from the date on which the Branch of the Account receives notice that the right of any one of the Account Holders to debit the Account severally has lapsed.

4.3.13 If an application has been made by us to any of the companies with which the Bank has concluded an appropriate arrangement (which enables the Bank to provide us with a service pursuant to this Letter) and whose name is given to us by the Bank (hereinafter: **"the Credit Card Company"**) for the receipt of a Card which includes the possibility of receiving Information and executing Transactions through Channels of Service by means of Automated Machines, there shall also apply, in addition to the provisions of the Account Opening Documentation and the Further Conditions also the terms and conditions for subscribing to the arrangement of each respective Credit Card Company.

4.3.14 The Card will be issued or made available by the Credit Card Company or by others who possess the data banks required for receiving the Information and executing the Transactions by means of the Automated Machines (hereinafter in this Clause 4: **"the Debit Card Issuer"**). Nothing contained in the Account Opening Documentation shall derogate from our obligations to the Debit Card Issuer, from the terms for subscribing to the arrangement of the Debit Card Issuer, and nothing in the terms for subscribing to the arrangement of the Debit Card Issuer shall derogate from our obligations under the Account Opening Documentation and the Further Conditions.

4.3.15 A demand by the Debit Card Issuer that we return the Card to it shall also be deemed to be a demand by the Bank to return it. Cancellation of the card by the Debit Card Issuer shall also be deemed to be a demand by the Bank calling on us to terminate the use of the Card and of the Automated Machines and the termination of the validity of the Card.

4.4 Without derogating from the provisions of the Application to Open an Account and of this Letter on the subject of fees, commissions, charges and expenses in consideration of limiting our liability for the misuse of the Card, we undertake to pay the Bank a fee, as specified in the Bank's Scale of Charges or as may be agreed in writing between us and the Bank (if agreed), and the Bank may from time to time debit the Account with such fee.

#### 4.5 A Card in the use of a corporation –further conditions

4.5.1 Each one of the Account Holders that is a corporation (hereinafter in this Clause 4.5, respectively, **"the Corporation"**) hereby informs the Bank that at a meeting of the competent organ of the Corporation, it was resolved as follows:

4.5.1.1 To appoint as agent of the Corporation whoever holds a Card and whose particulars are given in the Account Opening Documentation (hereinafter in this Clause 4.5: **"the Agent"**), for the execution of Transactions for the withdrawal of funds or other Transactions by means of the Automated Machines, and to debit the

Account with the debits which may be incurred by means of the Card.

4.5.1.2 To deliver to the Agent the Secret Number of the Card.

4.5.1.3 To hereby approve any Transaction carried out by the Agent in connection with the debiting of the Account with the debits which may be incurred by means of the Card and subject to any Law, to exempt the Bank from any liability concerning the Account in connection with the use to which the Card may be put.

4.5.1.4 To undertake towards the Bank, *inter alia*, and without derogating from the rights and obligations of the parties according to any Law and according to the terms of the Application to Open an Account and General Conditions for Operating an Account that the Corporation will be liable and responsible to indemnify and to compensate the Bank, and the Bank may debit the Account accordingly with respect to any damage, expense, payment or loss liable to be incurred for any reason pertaining to the use of the Debit Card or arising from the operation of the Automated Machines Arrangement with the Corporation or the non-operation thereof or the partial operation thereof or the defective operation thereof or any act or omission relative thereto or from the termination thereof or in connection with any provision thereof or arising therefrom, subject to the damage, expense, payment or loss not having been caused as a result of the Bank's negligence.

4.5.1.5 To continue the agency relationship between the Corporation and the Agent after the expiration of the period during which the Corporation is charged with the responsibility for the use of the Card in accordance with the terms of the application to subscribe to the Automated Machines Arrangement.

4.5.1.6 To bring to the knowledge of the Agent the contents of the resolution of the Corporation and the obligations which the Corporation has assumed towards the Bank.

4.5.2 Compliance by the Bank with our request to receive the Card is based on the Bank's reliance on our undertakings contained in the Account Opening Documentation and in any other document which we may have signed in order to subscribe to the Automated Machines Arrangement.

## 5. Arrangement for Receiving Information by Means of the Telephone or Facsimile

5.1 We wish to subscribe to the arrangement for receiving information display services and information pertaining to the Account and general banking information, as may be determined by the Bank from time to time, by means of the telephone, employing all of the various possible uses of the telephone the number of which has been defined by us when subscribing to this arrangement or from time to time by applying to the Branch of the Account in writing or by electronic mail the address of which has been specified by us when subscribing to this arrangement or from time to time by applying in writing to the Branch of the Account or by means of the facsimile machine in our possession or to which we may have access, the number of which has been specified by us when subscribing to this arrangement or the number of which may be specified by us from time to time by applying to the Branch of the Account

(hereinafter in this Clause 5: **"the Fax"**) or by means of vocal response over the telephone irrespective of whether the response is given by a human being or whether the response is an electronic voice response which requires the use of an electronic menu and pressing the keys of the telephone or in any other technological way by means of which a telephone response is obtainable including the display of data on the screen or by means of electronic mail.

5.2 The following provisions will apply whenever the Bank approves and enables us to subscribe to the arrangement for receiving Information:

5.2.1 The Bank will determine from time to time what information and data will be provided to us as part of this arrangement.

5.2.2 For this arrangement, we shall pay to the Bank fees, commissions and charges as specified in the Bank's Scale of Charges from time to time and the Bank may from time to time debit the Account with such fees, commissions and charges.

5.2.3 If we wish to subscribe to voice identification services, we confirm that the Bank may keep any information it deems fit for providing the service, including, but not only, voice specimens of persons authorized to receive information or execute Transactions for the Account.

5.2.4 The Bank will hand over to us a secret number (hereinafter in this Clause 5: **"the Secret Number"**) which will enable us to identify ourselves whenever we apply by telephone to the Bank as provided in this clause.

5.2.5 We shall not divulge the Secret Number to others and shall conceal it properly so that others may not make use of it or find out where it is.

## 6. Arrangement for Giving Instructions and Submitting Specific Applications by Means of the Telephone, Fax and Electronic Mail Box

6.1 We wish to subscribe to the arrangement for giving instructions to execute certain kinds of Transactions for the Account or for submitting Specific Applications or the service of receiving advice regarding securities and financial assets, all as may be determined by the Bank from time to time (hereinafter in this Clause 6: **"the Service"**), by means of the telephone or fax machine or electronic mail during the hours of activity of the Branch of the Account and as may be published by the Bank from time to time (hereinafter in this Clause 6: **"the Arrangement for Giving Instructions"**).

6.2 The provisions contained in Clause 6.3 below will apply whenever the Bank approves and enables us to subscribe to the Arrangement for Giving Instructions or to any part thereof.

6.3 We may give instructions to the Bank, within the framework of the Arrangement for Giving Instructions, on matters and in various areas, as the Bank shall determine from time to time, and among other things:

6.3.1 Instructions for buying or selling or transferring Israeli currency or Foreign Currency; and

6.3.2 Instructions for buying or selling securities or options and futures contracts issued by the MAOF Clearing House Ltd. and which are listed for trade on the Stock Exchange or futures transactions in Foreign Currency or futures transactions in Israeli currency linked to Foreign Currency or futures transactions in Israeli currency linked to any index in Israel or abroad or futures transactions of other kinds, as we may request from time to time that they be executed by or through the Bank, including the writing, buying and selling of options or giving instructions for the execution of transactions or other operations (with instructions to pay and debit the Account on each trading day as necessary, but not including the transfer thereof) or giving instructions to execute Transactions and/or other operations; (hereinafter in this Clause 6: a **"Transaction"**); and



- 6.3.3 Without derogating from the generality of the foregoing, for the Account in Israeli currency-instructions in connection with savings plans and deposits in Israeli currency or in Foreign Currency; and
- 6.3.4 For the securities account or for the account maintained in Foreign Currency – instructions for executing export or import Transactions or transfers of funds; you will credit or debit the Account with the value of the Transaction including export or import Transactions; and-
- 6.3.5 Submission of Specific Applications which deal with the receipt of Credit of any kind.
- 6.4 Subject to the provisions of the agreement for giving advice with regard to securities and financial assets as may be customary at the Bank from time to time (hereinafter in this Clause 6: **“the Advisory Agreement”**) and subject to our signing the Advisory Agreement, we will receive from the Bank advice on investments by telephone or by Fax, including advice on investments in securities subject to risk or special risk or advice on investments in financial assets subject to risk or special risk (within the meaning of such transactions under the Regulation of the Business of Investment Advising, Investment Marketing and Investment Portfolio Management Law, 5755-1995 and in the Banking (Service to Customers) (Investment Advice) Rules, 5747- 1986.
- 6.5 All the provisions of the Account Opening Documentation shall apply to the Arrangement for Giving Instructions. Since we wish to receive the Arrangement for Giving Instructions by telephone, the Bank shall be exempt from getting us to sign the document required for a Transaction subject to special risk, including from getting us to sign on the main particulars of the advice which may be given to us as part of the Arrangement for Giving Instructions as aforesaid.
- 7. Arrangement for Receiving Information and Giving Instructions and Submitting Specific Applications Through the “Poalim by Telephone” Call Centre**
- 7.1 We wish to subscribe to the arrangement for receiving Information and giving instructions to execute certain kinds of Transactions for the Account or for submitting Specific Applications, all as may be determined by the Bank from time to time (hereinafter in this Clause 7: **“the Service”**), through the “Poalim by Telephone” customer service call center (hereinafter: **“Poalim by Telephone Call Center”**) and during the hours of activity of the Poalim by Telephone Call Center, as may be determined by the Bank from time to time (hereinafter in this Clause 7: **“the Poalim by Telephone Arrangement”**).
- 7.2 The Poalim by Telephone Arrangement is given by telephone, including land line telephone or cellular phone, whether by talking to bankers (call center agents) or by being connected to an automatic response, through which Transactions for the Account may be executed and Information and data about the Account may be received.
- 7.3 The following provisions will apply whenever the Bank approves and enables us to subscribe to the Poalim by Telephone Arrangement:
- 7.3.1 We may give the Bank, by applying to the Poalim by Telephone Call Center, instructions to execute Transactions for the Account as the Bank shall determine from time to time, and among other things:
- 7.3.1.1 Depositing or withdrawing various amounts from the Current Account.
- 7.3.1.2 Submission of applications to open savings plans.
- 7.3.1.3 Buying and selling deposits.
- 7.3.1.4 Ordering credit cards and cheque books.
- 7.3.1.5 Financial operations for transferring funds between accounts, executing payments which the Bank may allow the execution thereof from time to time, withdrawals from the Current Account up to the amount of the Balance Available for Withdrawal and other operations as may be notified by the Bank from time to time and on terms as may be specified in the notice of the Bank as aforesaid.
- 7.3.1.6 Submission of Specific Applications for receiving Credit of any kind.
- 7.3.2 The Bank may notify us from time to time of additional kinds of instructions for executing Transactions for the Account which we may give the Bank through the Poalim by Telephone Call Centre (hereinafter in this Clause 7: **“the Additional Instructions”**). If the Bank notifies us as aforesaid, the provisions contained in the Account Opening Documentation shall also apply to the Additional Instructions as aforesaid and to the Transactions for the Account which are executed pursuant to the Additional Instructions.
- 7.3.3 The Bank may from time to time vary the scope and kind of Transactions for the Account for the execution of which we may give the Bank instructions through the Poalim by Telephone Call Centre, including the cancellation or limitation of kinds of Transactions for the Account or setting limitations on the amounts referred to in the Transactions for the Account as aforesaid.
- 7.3.4 Secret code
- 7.3.4.1 We shall receive the Bank’s directions concerning the manner of producing an identification code by means of which we may identify ourselves whenever we apply to the Poalim by Telephone Call Centre and concerning the manner in which the identification code can be changed from time to time.
- 7.3.4.2 We shall keep the identification code secret, shall not to divulge it and not pass it to any third party.
- 7.4 Whenever the Bank executes Transactions for the Account in accordance with any instruction of ours which may be given to the Bank through the Poalim by Telephone Call Centre, the Transactions will be executed on the next following Business Day when the branches of the Bank are open to receive the public, but not after the latest time fixed by the Bank from time to time for executing that kind of Transactions for the Account. Transactions which necessitate any clarification being received from the Branch of the Account will be executed only during such time as the Branch of the Account is open to the public at large for the execution of such Transactions for the Account.
- 7.5 Without derogating from the generality of the provisions of the Account Opening Documentation and the Further Conditions, for subscribing to the Poalim by Telephone Arrangement and for receiving the Service, we shall pay to the Bank such fees, commissions and charges as are specified in the Bank’s Scale of Charges from time to time, and the Bank may from time to time debit the Account with such fees, commissions and charges.
- 8. Arrangement for Receiving Information for the Business Customer – “Pass Zahav” (Golden Stripe)**
- 8.1 We wish to subscribe to the arrangement for receiving Information about the Account and for the display of up-to-date data and Information (hereinafter in this Clause 8: **“the Service”**), by means of a computerized Communication system and which includes a network of computers and terminals installed in our offices (hereinafter in this Clause 8: **“the Computer System”**), which enable direct Communication by us with the computers of the Bank, wherein there is to be found the requested Information about the Account or by means of receiving an XML file which contains a range of bank data. The intake and processing of the file shall be on our responsibility and at our expense

(hereinafter in this Clause 8: **“the Pass Zahav Arrangement”**).

8.2 The following provisions will apply whenever the Bank approves and enables us to subscribe to the Pass Zahav Arrangement.

8.2.1 In order to receive the Pass Zahav Arrangement, we shall purchase at our expense Communication equipment, means of Communication and Communication services in accordance with the Bank's requirements.

8.2.2 In order to provide the Pass Zahav Arrangement, the Bank will install in the Computer System a special software Communication program (hereinafter in this Clause 8: **“the Software”**), and we shall not copy, duplicate or deliver the Software to any third party. Furthermore, we shall make use of the Software solely for the purposes for which it was intended according to the provisions of this Clause 8.

8.2.3 We will be entitled to use the printed output of the Software for our own internal purposes and we may duplicate or photocopy the output by making 10 (ten) photocopies at the most.

8.2.4 We shall procure that the provisions of this Clause 8 above will also be observed by our employees, agents or any person acting on our behalf.

8.2.5 Our undertakings and the undertakings of our employees, agents or any person acting on our behalf as provided in this Clause 8 shall apply even after the termination of the relationship pursuant to this Clause 8.

8.3 As part of the Pass Zahav Arrangement, we will be able to receive by means of the Computer System Information and data regarding the Account.

8.4 Without derogating from the generality of the provisions of the Account Opening Documentation concerning payments, for subscribing to the Pass Zahav Arrangement and for the use thereof, we shall pay to the Bank fees, commissions and charges as specified in the Bank's Scale of Charges from time to time and the Bank may from time to time debit the Account with such fees, commissions and charges.

## **9. Arrangement for Receiving Information, Giving Instructions and Submitting Specific Applications Through the Internet/Cellular Applications**

9.1 We wish to subscribe to the arrangement for receiving Information about the Account and giving instructions for the execution of Transactions for the Account or submission of Specific Applications through the Internet or cellular applications or only for the Arrangement for receiving Information about the Account, as specified in the Account Opening Documentation (hereinafter in this Clause 9: **“the Arrangement”**), through a network that enables logging on to the Internet or the cellular applications (hereinafter in this Clause 9: **“Internet/Cellular Applications Link-Up”, “the Arrangement for Receiving Information and Giving Instructions Through the Internet/Cellular Applications”**, respectively).

9.2 The following provisions will apply whenever the Bank approves and enables us to subscribe to the Arrangement for Receiving Information and Giving Instructions Through the Internet/Cellular Applications.

9.3 The Arrangement may be made available to us only if we have an Internet Link-Up and a subscription to an Internet supplier. We have an Internet Link-Up and a subscription to an Internet supplier as aforesaid.

9.4 We may receive Information from the Bank and give the Bank instructions or submit Specific Applications or applications to execute Transactions for the Account by means of an Internet Link Up, as the Bank may determine from time to time, and among other things:

9.4.1 Depositing and withdrawing various amounts.

9.4.2 Buying and selling securities on the Stock Exchange.

9.4.3 Ordering credit cards and cheque books.

9.4.4 Additional operations, such as transferring funds between accounts, executing payments which the Bank may allow the execution thereof from time to time, withdrawals from the Current Account up to the amount of the credit balance or up to the amount of the balance of the approved unutilized Revolving Credit Facility if and to the extent available in the Account, and other operations as may be notified by the Bank from time to time and on terms as may be specified in the notice of the Bank as aforesaid or in the course of keying in our application as aforesaid.

9.4.5 Submission of Specific Applications for receiving Credit of any kind, as the Bank may determine from time to time.

9.5 The Bank may determine from time to time which of the kinds of instructions for executing Transactions for the Account or which of the kinds of Specific Applications will be limited in amount or may determine the maximum number of instructions of the same kind or of different kinds which we may give on one Business Day or during a defined period or may determine the maximum number of Specific Applications which we may submit on one Business Day or during a defined period or may determine any other limitation in connection with the Arrangement, all according to the Bank's reasonable discretion.

### **9.6 Posting Transactions to the Account**

9.6.1 Without derogating from the generality of the provisions of Clause 10 of the Application to Open an Account and General Conditions for Operating an Account and without derogating from the generality of the provisions of Clause 1.13 hereof with regard to the recording of Transactions through the Internet/Cellular Applications, the Transactions for the Account which have been executed in accordance with an instruction given by us within the framework of the Arrangement will be posted to the Account for value on the Business Day on which the instruction to execute was given by us; or –

9.6.2 If the instruction for executing the Transactions for the Account given by us within the framework of the Arrangement, is given other than on a Business Day – or before the end of the Business Day, but after the last time determined by the Bank from time to time for giving instructions for executing such Transaction for the Account so that it be posted on such Business Day – the Transaction will be posted to the Account on the next following Business Day.

9.6.3 Notwithstanding the provisions of Clauses 9.6.1 and 9.6.2 above, respectively, Transactions for the Account which are executed in accordance with an instruction given by us within the framework of the Arrangement, such as an instruction for payment of foreign trade transactions or an instruction for the transfer of Foreign Currency or the open account export proceeds and incoming transfers in Foreign Currency, may be posted to the Account with another value day, subject to the latest time of day fixed by the dealing room of the Bank as its cut-off time or on terms which may be agreed with us.

9.6.4 Instructions for executing Transactions for the Account which may be given by us within the framework of the Arrangement and applications that may be submitted through the Arrangement will be binding upon us in every respect and the Bank will be exempt from any liability to us for any damage if such be incurred by us following any mistake of ours in giving the instruction or submitting the application as aforesaid, but with the exception of damage caused by the negligence of the Bank.

9.7 The updatedness of the Information which may be given to us as part of the Arrangement with regard to the Account shall be according to the updatedness of

the Information at the branches of the Bank, with some of the balances and the movements of funds stated in the Account being conditional.

## 10. Authorizations and Management of Passwords

10.1 The Website of the Bank allows, among other things, Information to be presented and Transactions to be executed according to a set of authorizations. This set is managed according to definitions detailed in an additional document constituting an annex to this Letter.

10.2 The Bank shall be exempt from any liability for any damage, loss or expense liable to be incurred directly or indirectly as a result of a Transaction not having been executed or not having been passed for execution on account of not having been approved by all those required to do so.

### 10.3 Passwords

10.3.1 In order to receive Information and to execute Transactions through Channels of Service we will receive from the Bank a unique password (hereinafter: **"the Password"**) and a special code (hereinafter: **"the Special Code"**). The Password and the Special Code will afford us access to the Website of the Bank. We shall keep the Special Code and the Password secret, shall not disclose them and shall not pass them on to any third party.

10.3.2 The Bank may provide us with additional means of identification for the purpose of logging on to the Website of the Bank and in order to execute Transactions or receive Information, at the option of the Bank (hereinafter in this Clause 10.3: **"Means of Identification"**), and subject to any Law, may require us to return the Means of Identification or to replace them, at any time and at its discretion.

10.3.3 In addition, for the execution of certain Transactions through any of the direct channels, it may be that the Bank will produce for us a one-time code the validity of which will be limited in time and will be sent to the cellular subscription number which we communicated or may communicate to the Bank. For the execution of Transactions through the direct channels we will have to communicate the code and act in accordance with the instructions that will be communicated by the Bank when we request to execute such Transactions through the direct channels.

The right of use of the one-time code by means of a cellular subscription number is personal and non-transferable. The use of a one-time code does not rule out the existing means of access to the Website of the Bank—user name and password, but is in addition thereto and one can continue to enter the Website of the Bank with the existing means of access; whenever a password or an identifier is changed, the initial entry will be afforded by means of a unique one-time code;

10.3.4 The legal clarifications and the terms of access, as well as the rules for safe surfing and the Information security instructions, as they may be displayed from time to time on the Website of the Bank, shall be binding on us in every respect.

## 11. Displaying Texted Messages on a Telephone Display or in an E- Mail

11.1 We wish to subscribe to the arrangement of receiving Information about the Account on subjects, in scope, at times and frequencies as may be determined by the Bank from time to time (hereinafter in this Clause 11: **"the Service"**) by displaying same on the display of a cellular phone or other device which allows for the receipt of texted messages (sms), or an electronic mail box (E-mail) the number or electronic mail address of

which we will deliver to the Bank when subscribing or by notice in writing from time to time to be delivered to the Branch of the Account.

11.2 The following provisions will apply whenever the Bank approves and enables us to subscribe to the Service as provided above.

11.3 The Bank may at its discretion make changes in any of the kinds of Information to be given to us as part of the Service pursuant to this Clause 11.

11.4 The Bank may deliver to us on its own initiative texted messages by Communication, even if not requested by us, provided the Bank is justified in so doing or the Bank is duty bound to do so, according to the subscription number which we communicated to the Bank.

11.5 The data regarding balances, rates, quotations, adjusted values, value of securities, interest rates, percentages, comparative rates, status of instructions, movements or indices, shall be as they appear in the records of the Bank solely at the time of sending the particulars or the provision of the Service, and will not necessarily be correct or up-to-date or valid when they reach us.

11.6 The recorded balances and the status of the instructions are conditional and in estimated amounts.

11.7 The order of arrival of the notices to us is likely to be different than the order in which they have been produced or the order in which they have been sent.

11.8 The Bank may add, reduce, detract from or make changes to sorts of Information which may be included in the Service and the ways of receiving the Information as aforesaid. Receiving additional sorts of or areas of Information and expanding the existing Information may be carried out at an extra charge as may be defined by the Bank.

11.9 Without derogating from the foregoing, the Bank may at any time change or reduce or expand or discontinue the Service, in whole or in part, and at its discretion.

### 11.10 Undertakings of the Account Holders

We undertake that:

11.10.1 We are subscribers to a service of a cellular phone company or other phone company that enables services to be provided for receiving texted Messages (sms) in Hebrew (hereinafter: **"the Company"** and **"the Text Service"** respectively) and we have a phone which supports the Text Service (hereinafter in this Clause 11.10: **"the Phone"**) or we have available for our use an electronic mail box (E-mail).

11.10.2 The cellular subscription numbers which we will communicate to the Bank in order to receive the Text Service by using the Phone are attributable to the user exclusively specified by name, and the Phone will be in the possession of the user permanently specified by name and will be protected with a locked code, which is known only to the person to whom the Phone belongs and whom it serves.

11.10.3 Whenever the Phone is not protected with a code or is given to a third party, and in case of loss of the Phone or its theft – the Information and the execution of Transactions by using it is liable to be exposed to persons who are not authorized in that regard.

11.10.4 In order to prevent the exposure of the Information, application should be made to the Bank and the Bank notified whenever the Phone is lost or stolen – immediately the theft or the loss becomes known. The Bank will disconnect or suspend the Text Service from all of our Phones the subscription numbers of which were communicated to the Bank. Thereafter we will again be able to register for the Text Service by means of a replacement Phone, and if the Service is suspended, the Bank can renew it at its discretion. In addition, in any case of loss or theft the Password for



- the Account needs to be changed immediately.
- 11.10.5 Without derogating from the rest of the Account Opening Documentation and the provisions of Clause 15 of the Application to Open an Account and Clause 1.18.1 above, for receiving the Text Service, we shall pay to the Bank fees, commissions and charges and expenses as specified in the Bank's Scale of Charges or as may be agreed in writing between us and the Bank (if agreed) and the Bank may from time to time debit the Account therewith.
- 11.10.6 Without derogating from the provisions of Clause 11.10.2 above, for the Service we shall pay to the Bank fees and expenses, for each one of the Account Holders subscribing to the Service, as specified in the Bank's Scale of Charges or as may be agreed in writing between us and the Bank (if agreed) and the Bank may from time to time debit the Account therewith.
- 11.10.7 Each one of the Account Holders or the Authorized Persons for the Account who may receive Information through the Text Service and who wishes to receive the Text Service (hereinafter in this Clause 11.10: "**Service User**") needs to sign a separate form for subscribing to the Text Service in which will be specified the Phone number or the address of the electronic mail box which will serve such Service User in order to receive the Text Service.
- 11.10.8 After each Service User subscribes to the Text Service, we may make changes to the definitions for each one of the Service Users separately, including his severance, updating the Phone number on which the Service User will receive the Text Service, updating the sorts of Information which such Service User will receive and the like, the foregoing by means of the Channels of Service through which we may give to the Bank instructions for executing Transactions for the Account, as provided in the Account Opening Documentation.
- 11.10.9 The notices which we may receive as part of the Text Service will be sent to us according to the Phone number and/or address of the electronic mail box communicated by us to the Bank as provided in this Clause 11.10 above.
- 11.10.10 If we do not update the Bank about any change in our Phone number or address of our electronic mail box or if we do not update the Bank about any loss or theft of the Phone, we might not be able to receive the Text Service or the Information included in the Text Service might reach someone who is not entitled to receive same.
- 11.10.11 We shall update the Bank immediately about any change in our Phone number or address of our electronic mail box or in any case of loss or theft of the Phone, the foregoing without derogating from our duty to update the particulars as aforesaid as provided in the Account Opening Documentation.
- 11.11 Responsibilities of the parties
- 11.11.1 The delivery of the various data, residing in the data pools of the Bank, about the Account and the scope of our activity therein (hereinafter in this clause: "**the Information**"), to the Company or to whoever provides us with the access to the electronic mail box, is a material condition for the receipt of the Text Service by us. The Bank, the Company, and the supplier to us of the electronic mail box may make use of the Information for the purpose of the Text Service.
- 11.11.2 We are responsible towards the Bank for any damage, loss or expense which may be incurred by the Bank as a result of any demand or claim of any third party against the Bank, as a result of any action taken by us in connection with the Text Service in breach of any obligation of ours towards the Bank. Without derogating from the foregoing it is clarified for the prevention of any doubt, that in any legal proceedings as aforesaid taking place before a court of law or other legal authority in which the Bank took an active part, the right of the Bank litigation costs in such proceedings shall be in accordance with the provisions of Clause 15.1.5 of the Application to Open an Account and General Conditions for Operating an Account.
- 11.11.3 The Bank does all it can to protect the information in its possession, all as set forth in the legal clarifications and terms of access to the Website of the Bank. Furthermore, we must protect the computer and telephone systems in our possession, as set forth in the instructions for safe surfing on the Website of the Bank and in the Account Opening Documentation. Without derogating from the provisions of Clause 11 of the Application to Open an Account and General Conditions for Operating an Account with regard to responsibility for defects in the execution of Payment Transactions, the Bank shall be exempt from any liability for any damage, loss or expense liable to be incurred as a result of any disruption in the Information, data, transmission of instructions or their reception, as a result of the malfunctioning of lines of Communication, or of any other malfunction over which the Bank has no control and could not prevent it by reasonable effort.
- 12. Remittance Deposit Kit and Cash**
- This Channel of Service is in relation to depositing cash and remittances without counting them at the time of delivery and predicates that we sign a specific service agreement wherein the terms and conditions thereof are prescribed.
- 13. Interpretation and Definitions**
- 13.1 Nothing contained in this Letter shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Further Conditions. The rights of the Bank pursuant to this Letter are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 13.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the framework of the Application to Open an Account.
- 13.3 In this Letter, the following terms shall have the meaning as set out next to them:
- 13.3.1 "**Website of the Bank**" – internet website or websites or cellular applications of the Bank as they may be from time to time.
- 13.3.2 "**the Application to Open an Account**" – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 13.3.3 "**Instruction Through a Channel of Service**" – an instruction to the Bank, through any of the Channels of Service for the execution of Transactions for the Account.
- 13.3.4 "**On-line Agreement**" – an agreement of the Bank concluded through Means of Communication, including an agreement displayed by the Bank on a computer screen and able to be printed on paper.

- 13.3.5 **“This Letter”** – this Letter of General Conditions for Channels of Service, as may be amended from time to time.
- 13.3.6 **“Information”** – any information, disclosure, particulars or data which the Bank may give us through any of the Channels of Service.
- 13.3.7 **“Automated Machines”** – automated machines which the Bank has installed or may install or as to which the Bank may announce from time to time the possibility of making use thereof for receiving services through Channels of Service, irrespective of whether such machines belong to the Bank or to third parties, or whether such machines have been installed in the branches of the Bank or whether such machines have been installed elsewhere.
- 13.3.8 **“On-line Document”** – an On-line Agreement and any other document, including and without exception a Specific Application, displayed by the Bank on a computer screen or on a screen of any other electronic means such as a cellular phone, tablet or smartphone.
- 13.3.9 **“Message”** – including a Specific Application or instructions for the execution of various banking operations or for receiving Information or for receiving advice or for receiving notices, all within the framework of the Account and by means of Automated Machines, Means of Communication, the Internet, cellular applications, electronic mail, cellular network, direct automated services or other computerized services.
- 13.3.10 **“Code”** – a secret number, secret code, password and/or additional means of identification given to any of the Account Holders or to any of the Authorized Persons only, as the case may be, and which enable any of them, as the case may be, to identify himself for the purpose of carrying on activity in any of the Channels of Service.
- 13.3.11 **“Internet”** – the interconnected system of networks that connects computers around the world as presently in operation and any internet network which may come into operation in the future as to which the Bank shall give notice, from time to time, of the possibility of making use thereof for the purpose of giving instructions for the execution of Transactions for the Account, for the purpose of receiving Information or for the purpose of transmitting notices or data by the Bank to its customers.
- 13.3.12 **“Communication”** – any transmission, reception of any sound, image, signs, symbols, writing, simulation, Messages and any other data received on paper or by electronic Message or in any other way by means of channels of Communication.

**1. General**

Further to the provisions of the Application to Open an Account, we hereby request the Bank to apply the additional conditions set forth in this Letter to the operation of the Account. For that purpose we are signing this Letter and the rest of the relevant Account Opening Documentation. If the Bank agrees to our request as aforesaid, at its discretion and without being obliged to do so, the provisions of this Letter and the rest of the Account Opening Documentation shall apply to the Account.

**2. Additional Provisions Concerning Tracks for Fees**

Without derogating from the rest of the provisions of the Application to Open an Account in general and in addition thereto and without derogating from the provisions of the clause in the Application to Open an Account entitled "Fees, Commissions, Charges and Expenses" in particular and in addition thereto, howsoever in connection with services involving tracks for fees and subject to the provisions of any Law – in so far as there is in place at the Bank a "Tracks in Current Account" plan (hereinafter in this Clause 2: "**the Plan**") and we are interested and eligible to subscribe to it, we shall submit to the Bank a Specific Application for subscription to the Plan and to the selected track. Once the Bank approves our subscription to the Plan and to the selected track, all of the terms and conditions contained in the Account Opening Documentation and in the Specific Application shall apply to the subscription to the Plan and to the respective selected track. With respect to the track selected under the Plan, we undertake to pay to the Bank expenses, fees, commissions and charges as specified in the Specific Application for subscription to the Plan and to the respective selected track, as they may be updated from time to time and prescribed in the Scale of Charges.

**3. Additional Provisions Concerning the Distribution of the Assets in the Account**

If the Account is opened for an Account Holder, one or more, who is an individual and if the Bank is requested to distribute the assets in the Account in accordance with the instructions of the court or other competent judicial authority or according to Law, the authorizations for the Account shall not apply thereto, and the Bank may require to receive an original copy or a copy certified (by the secretariat of the court or by the respective judicial authority) of the judicial decision to distribute the assets, or of any other document to its satisfaction.

**4. Additional Provisions Concerning the Transfer of Rights and Obligations**

Subject to any Law and Bank of Israel regulations, the Bank may at any time at its discretion and without any need for our consent transfer or assign to others its rights or obligations towards us, in whole or in part, in any way that the Bank deems appropriate.

**5. Additional Provisions Concerning Mail Kept at the Branch**

If we have requested within the framework of the Appendix to the Application to Open an Account or in any separate written document that the dispatch of mail intended for us, including copies of statements for the Account, notices or other documents of any kind whatsoever (including negotiable instruments of any kind) (hereinafter: "**the Documents**"), which should have been sent to us or to any one of us by the Bank, should be retained by the Bank and that the Documents remain with the Bank for a short and limited period of time until we arrange to receive them (hereinafter: "**Arrangement for Retention of Documents**"), and if the Bank has approved our request as aforesaid, in which case the provisions set forth in this clause shall also apply as follows:

5.1 The Documents shall not be sent to us or to any one of us but shall be retained by the Bank until we notify the Bank in writing to which address to send the Documents or until the Documents are personally delivered to us or to any one of us or to any one on our behalf.

5.2 Each one of the Documents shall be deemed to have reached us at the end of three Business Days from after having been left for us with the Bank.

5.3 If we fail to call in at the Branch of the Account to take receipt of the Documents within a period not exceeding :

5.3.1 Six (6) months if the Address of the Account or the Personal Address, respectively, are in Israel; or-

5.3.2 Twenty-four (24) months if the Address of the Account or the Personal Address, respectively, is outside Israel;

then the Bank may destroy the Documents intended for us and/or for any one of us, as the case may be, and we relieve the Bank of any liability for the consequences of such act.

5.4 The Arrangement for Retention of Documents may be cancelled at any time by notice in writing by us or by any one of us or by the Bank. (Notice by the Bank shall be given 30 days in advance, except in cases where according to Law and that includes Bank of Israel regulations, advance notice as aforesaid cannot be given). If the Account is held jointly by a number of Account Holders and the Arrangement for Retention of Documents is cancelled by notice by some of the Account Holders, the cancellation of the Arrangement for Retention of Documents shall apply to all of the Account Holders, and any of us who notified the Bank of the cancellation of the Arrangement for Retention of Documents shall give notice thereof to the rest of the Account Holders.

5.5 The Arrangement for Retention of Documents shall not preclude the Bank from sending to the Address of the Account or to the Personal Address any notice, warning or document which the Bank is obliged to send by operation of Law or under any agreement. The agreement of the Bank to the Arrangement for Retention of Documents does not constitute a waiver on the part of the Bank of sending any notice, warning or document as aforesaid.

5.6 The period during which we could, by operation of Law or under any agreement, commence any legal proceedings or raise any contention in connection with any of the Documents, with reference to which the Arrangement for Retention of Documents was put in place - including any allegation of non- conformity, forgery or alteration, which could have been discovered or come to light in an examination of any of the Documents as aforesaid - shall be calculated as if it had commenced at the end of three Business Days from the day on which any of the Documents as aforesaid was left with the Bank in accordance with the Arrangement for Retention of Documents.

5.7 The Arrangement for Retention of Documents is subject to the payment of a special fee, as listed from time to time in the Bank's Scale of Charges or in any document of the Bank in connection with banking services or in connection with this service.

5.8 If the Account is held jointly by a number of Account Holders, the provisions of this Clause 5 above shall apply only if all of the Account Holders acting together have instructed the Bank that keeping mail at the Branch, as provided above, shall take the place of dispatching the mail to the Address of the Account. For the removal of any doubt (and without derogating from any of the provisions applicable to the Account), it is not possible to request Retention of Documents at the Branch, instead of delivering them to the Personal Address of each one of the Account Holders.

5.9 We request that after all of the Account Holders have passed away, no postal items and documents shall be sent to us or to any of us, and the provisions of the aforesaid arrangement shall apply, with the necessary changes.

**6. Additional Conditions Concerning an Account in Foreign Currency Which Is Credited with Reparation Payments or Pension Payments**

6.1 If the Account is credited or will be credited with payments received in favour of any one of us whether in Foreign Currency or in Israeli currency and these



payments constitute reparation or pension payments or other payments, we hereby undertake as follows:

- 6.1.1 Should any one of us pass away, the surviving Account Holders undertake to notify the Bank thereof immediately and to refrain from withdrawing any funds from the Account.
- 6.1.2 Should the Account be credited by mistake and such credit originated from reparation or pension payments or other payments, we undertake not to withdraw such moneys, and if we do so, we undertake to refund any amount so withdrawn to the Bank immediately upon its first demand.
- 6.1.3 Should the Account be credited with any amount after the date on which any one of us passes away, irrespective of whether the credit was made by mistake or otherwise, and the credit originates from reparation or pension payments which were or would have been due to whichever of us has died, it shall be the duty of the surviving Account Holders not to withdraw such moneys, and if any amount has been withdrawn as aforesaid, the surviving Account Holders undertake to refund the amount so withdrawn to the Bank, immediately upon its first demand.
- 6.1.4 Without affecting the foregoing, we undertake to return to the Bank any amount which may be withdrawn by any one of us from the Account, if and to the extent that it transpires that the Account was credited with any amount by mistake or if the Bank is required to return any amount which was transferred to it and which was credited to the Account.
- 6.2 In any of the instances mentioned in Clause 6.1 above, the Bank may debit the Account immediately, without any advance notice to us with any amount which has been withdrawn contrary to the provisions of Clause 6.1 above and we give the Bank irrevocable instructions and authorization to do so.
- 6.3 Without derogating from any of the rights of the Bank as provided in the Account Opening Documentation, the Bank may debit the Current Account maintained in Foreign Currency, which was credited with the amount withdrawn contrary to the provisions of Clause 6.1 above, and in the absence of any Balance Available for Withdrawal, the Bank may debit the Current Account in Israeli currency with any amount which may be required to return the amounts in Foreign Currency which were credited to his account and which were withdrawn contrary to the provisions of Clause 6.1 above.
- 6.4 Our instructions as provided in Clause 6 above are irrevocable since third party rights are dependent thereon.

## 7. An Account Holder Who Is a Minor

- 7.1 If the Account is opened for an Account Holder who has yet to reach the age of 18 years (hereinafter: **"the Minor"**), we, the parents of the Minor or the guardians of the Minor or the donors of a gift to the Minor (as set out in the Appendix to the Application to Open an Account) hereby request the Bank, jointly and severally, to open the Account and to operate it on behalf of the Minor designated as the Account Holder in the Appendix to the Application to Open an Account.
- 7.2 If the Account is maintained in the name of a Minor, so long as the Minor is less than 18 years old or so long as the Minor has not reached the age which according to a court order the funds and rights in the Account come under his control and so long as no other instructions have been received by way of a court order, then:
  - 7.2.1 All of the instructions for the Account and in connection therewith and inter alia withdrawals, Debit Instructions and the like shall be effective and the Bank may execute them if they are given by whoever has been empowered in the Appendix to the Application to Open an Account to give instructions on

behalf of the Minor for the Account. But if the funds were originally a payment to a Minor by a third party, such as compensatory damages, the Bank may refrain from honouring any withdrawal instruction given by whoever has been appointed to manage the Account, unless he is acting within express authority granted by order of the competent court.

- 7.2.2 Whenever in the Application to Open an Account and the Appendix to the Application to Open an Account "the Account Holder" is mentioned, it means the Minor acting through whoever opened the Account in the name of the Minor and if stipulated that the right to operate the Account belongs to someone else, then the Account Holder is the Minor acting also through whoever may give instructions on behalf of the Minor for the Account in the name of the Minor, all as the case and the context may be. Nothing contained in this clause shall release the Minor from any liability incurred on his behalf towards the Bank.
- 7.2.3 With respect to an account in the name of a Minor opened by whoever is acting on his behalf, the Minor may himself deposit money to the credit of the Account but may not himself deliver instructions to the Bank for executing Transactions for the Account.
- 7.2.4 Once the Minor is 18 years old, the parents or any one of them or the appointed guardian or the donor of the gift or whoever is specified in the Appendix to the Application to Open an Account as the person who may give instructions for the Account, may no longer operate the Account and give any instructions for the Account on behalf of the Minor and every Transaction for the Account shall be carried out only on the instructions of the Account Holder, namely, the Account Holder who is no longer a Minor. The provisions of this Clause 7.2 shall not apply where the Account is opened in the name of the Minor according to a court order and the court has instructed that the Minor may deliver to the Bank instructions for executing Transactions for the Account only after the Minor is more than 18 years old. In such a case, the Account will continue to be operated by the representatives of the Minor, until the Minor in whose name the Account is maintained reaches the age specified in the decision of the court as the age at which the Minor may deliver to the Bank instructions for executing Transactions for the Account.
- 7.2.5 Any notice sent according to the Address of the Account shall be deemed to be a notice delivered to the Account Holder.
- 7.2.6 We who make the application on behalf of the Minor to open the Account undertake as follows:
  - 7.2.6.1 If one parent only signs the Account Opening Documentation on behalf of the Minor, that parent hereby undertakes that he has obtained the consent of the other parent to the opening of the Account and to his signing on behalf of the Minor all of the documents and to all of the affairs of the Account or relative thereto and that the parents are acting in coordination and by mutual consent. The Bank may give information about the Account to a parent of the Minor who does not operate the Account.
  - 7.2.6.2 If an appointed guardian of a Minor signs on behalf of the Minor the Account Opening Documentation, the guardian hereby undertakes that he has been duly appointed to be the Minor's guardian and that his

appointment is valid and has not been revoked and that he acts and will act within the bounds of his authority and according to the provisions of any law and will obtain instructions from the court whenever it may be required according to the circumstances or whenever it may be obligatory according to law. The appointed guardian undertakes to provide the Bank with a copy of the court order appointing him or extending his appointment and of any decision which varies or revokes his appointment as well as any decision regarding his powers or any approval of any particular action or any decision in an application for directions immediately the court renders its decision and that he is acting and will act within the bounds defined or to be defined by the court. The Bank may at any time demand and receive a copy of the order appointing the guardian or any variation, amendment or revocation or decision relative thereto. Such copy of the order or decision shall be originally authenticated as a true copy of the original.

- 7.2.6.3 If the parent or appointed guardian signs the Account Opening Documentation on behalf of the Minor, the funds and the rights of whatever kind which may be deposited in the Account, are the property of the Minor or have been deposited in favour of and belong to the Minor.
- 7.2.6.4 If the person signing the Account Opening Documentation is neither a parent of the Minor nor his appointed guardian, the funds and the rights of whatever kind, which the party opening the Account has deposited or may deposit in the Account constitute a gift to the Minor and that the party opening the Account will notify the parent or the guardian of the Minor, as the case may be, of the gift and he hereby stipulates that the operation of the Account and the management of the funds and the rights therein shall be as stated in the Appendix to the Application to Open an Account.
- 7.2.6.5 The Account shall be maintained under the name of the Minor, shall belong to the Minor and shall be for the benefit of the Minor and the party opening the Account shall operate the Account in the name of the Minor who is the Account Holder, in his stead and on his behalf.
- 7.2.6.6 Investment instructions and other instructions which may be given by whoever is authorized to act for the account of the Minor with respect to funds and rights in the Account shall be in conformance with the provisions of the law or any court order.
- 7.2.6.7 Using the funds of a Minor for household economy or withdrawing funds due to the Minor such as compensation or an inheritance are subject to the approval of the court.
- 7.2.6.8 We will not be able to represent the Minor in doing things determined by

law as things which need to be approved in advance by the court, and that includes something the validity of which depends on registration or a register maintained according to law, giving a gift which is not customary in the circumstances of the case, giving a guarantee, a legal act between the Minor and his parents, his parents' parents or his parents' relatives, an act involving, even prima facie, a conflict of interest, and an act which the court has determined by order as being subject to approval

- 7.2.6.9 Notwithstanding anything contained in the Account Opening Documentation, the Bank may at any time and at its discretion require the consent of both parents of the Minor and if the Minor has more than one appointed guardian, the Bank may require the consent of all the appointed guardians.
- 7.2.6.10 Without derogating from other provisions of the Account Opening Documentation which enable the Bank to refrain from executing any transaction or from accepting any instruction in a Channel of Service, the Bank may, on reasonable grounds, refrain from accepting any instruction of an authorized signatory or of an attorney-in-fact and/or of a parent or of a guardian or a representative of the Minor or of a donor of a gift for the purpose of giving instructions for the Account.
- 7.2.6.11 The Bank relies on the correctness of the data and the validity of the instructions contained in the Application Open an Account and the Appendix to the Application to Open an Account.
- 7.2.6.12 If as a result of the actions of the Bank in conformance with these documents or on the basis of instructions and applications of the parties opening the Account on behalf of the Minor or authorized to act on his behalf for the Account, the Bank may sustain damages or claims may be raised against the Bank including claims by the Minor or if the Bank deems it appropriate to file applications or claims on matters pertaining to the Account or the Minor – the parties opening the Account on behalf of the Minor or the persons authorized to act on his behalf, jointly and severally, shall indemnify the Bank and shall pay the Bank upon its first demand any amount to cover the damages and the claims including reasonable legal expenses and lawyers' fees. Reasonable expenses in connection with legal proceedings will be charged subject to the provisions of any Law. The amount on account of legal expenses shall be as determined by the court or the execution office, and if there aren't any, as may be agreed with us in writing. Notwithstanding the foregoing, in execution proceedings, if no fees have been awarded as aforesaid, the Bank may charge us

with the minimum fee prescribed under Section 81 of the Chamber of Advocates Law, 5721-1961.

- 7.3 If the Account Holder is a Minor the person or persons opening the Account on behalf of the Minor shall be liable to the Bank jointly and severally for the fulfillment of any Indebtedness to the Bank pursuant to the Account Opening Documentation or in connection therewith or in connection with any Specific Application, all of the foregoing without derogating from the duty of the Minor who is the Account Holder to bear any Indebtedness incurred on the Minor's behalf as aforesaid.

#### 8. An Account Holder Who Is an Appointee

If the Account is opened for an Account Holder who is a trustee, an administrator of an estate, a trustee in bankruptcy, a liquidator, a special manager or any other appointee by operation of Law (hereinafter: an **"Appointee"**), the provisions set forth in this clause hereinafter shall also apply to the Account.

- 8.1 The Appointee shall act within the bounds of his powers, in accordance with the decision of the relevant judicial authority dealing with his appointment or in accordance with the letter of appointment, the trust agreement or any other document which defines his powers (as the case may be), and he shall also act in accordance with the instructions of the court or the relevant judicial authority and in accordance with the provisions of the Law. The Bank may in any way apply to the beneficiary or to the person on whose behalf the Account is maintained, at its sole discretion, and may hand over to him any information about or in connection with the Account, including particulars of transactions and movements in the Account and documents pertaining to the Account. The aforesaid does not impose upon the Bank any responsibility in connection with the operation of the Account or any obligation to act as aforesaid.
- 8.2 If the Bank approves the issue of Cheque Forms for the Account, it shall be noted on the face of the Cheques the fact that the Account Holder is an Appointee and the particulars of the beneficiary or the person on whose behalf the Account is maintained.
- 8.3 In addition to any existing duty to notify on the part of the Appointee (as the Account Holder) under the Account Opening Documentation or under any other documents signed or which may be signed between us and the Bank, the Appointee shall notify the Bank (at the Branch of the Account) of any change in the particulars of the Account, in his powers and in the validity of his office, in writing and immediately the change becomes known to the Appointee. So long as no such notice has been delivered to the Branch of the Account, the change is not binding on the Bank.

#### 9. An Account Holder That Is a Corporation That Is Not Registered in Israel

If the Account is opened for an Account Holder that is a corporation that is not registered in Israel, and if we have not otherwise notified the Bank in the framework of the Appendix to the Application to Open an Account, we undertake that:

- 9.1 Our registered address, domicile, center of business and the place where we operate and carry on our main line of business are not situated in Israel.

- 9.2 We are not registered in Israel as a foreign company, as this term is defined in the Companies Law, 5759-1999, and we do not maintain or have in Israel any representative office, branch, agency, or any other places of business.

- 9.3 We are not resident in Israel, we do not operate and have not established a place of business in the Region.

- 9.4 If we establish a place of business, carry on business or operate in Israel or in the Region, we shall apply to the registrar of companies, for registration as a foreign company in compliance with applicable law, within one month of our commencing to carry on business or operations as aforesaid, and we shall notify the Bank thereof. Furthermore, we shall obtain in the Region a business permit from the competent authority in the Region.

- 9.5 Without derogating from the provisions of this Clause 9 above, in case of any change in the definition of our status under the provisions of any law, we undertake to inform the Bank thereof in writing, specifying the nature of the change.

#### 10. Interpretation and Definitions

- 10.1 Nothing contained in this Letter shall derogate from any of the rights of the Bank, as provided in any of the Account Opening Documentation and the Additional Conditions. The rights of the Bank pursuant to this Letter are autonomous and independent of each other, and are in addition to any right which the Bank has or may have according to Law or pursuant to any of the documents specified above.
- 10.2 Unless otherwise expressly provided in this Letter, the terms contained in this Letter shall have the same meaning as accorded to them in the Application to Open an Account.
- 10.3 In this Letter, the following terms shall have the meaning as set out next to them:
- 10.3.1 **"the Application to Open an Account"** – the Application to Open an Account and General Conditions for Operating an Account which applies to the Account.
- 10.3.2 **"This Letter"** – this Letter of Additional General Conditions for Operating an Account, as may be amended from time to time.
- 10.3.3 **"the Personal Address"** – the personal address of each one of us as specified in the Account Opening Documentation which is in addition to the Address of the Account and it too shall serve as an address for delivering notices and legal process to any one of us, in any way connected to the operation of the Account or in connection therewith.