

Customer's name:	Account no and Branch: ("the Account")
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Terms and Conditions for Making a Deposit With a Bonus

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

1. **Definitions:**

- 1.1 **"Currency of the Deposit"**: As specified in the particulars of the transaction.
- 1.2 **"Commencement Date of the Deposit"**: The value date of the deposit as specified in the particulars of the transaction.
- 1.3 **"Termination Date of the Deposit and the Payment Date of the Bonus"**: The Termination Date of the Deposit and the Payment Date of the Bonus shall fall due on the payment date specified in the particulars of the transaction. If such day is not a Banking Day and a Business Day, **the Termination Date of the Deposit and the Payment Date of the Bonus** shall be the next following Banking and Business Day, except if such day falls in the next calendar month, then the "Termination Date of the Deposit and the Payment Date of the Bonus" shall be brought forward to the first Banking and Business Day which next precedes the Termination Date of the Deposit .If the Termination Date of the Deposit and the Payment Date of the Bonus is deferred, the deposit will bear interest only with respect to the original period. If the Termination Date of the Deposit and the Payment Date of the Bonus is brought forward, the deposit will bear interest with respect to the period up to the original date.
- 1.4 **"Business Day"**: A day on which commercial banks are open for business (including foreign currency transactions and deposits in foreign currency) in the relevant money market, as may be determined at the sole discretion of the Bank.
- 1.5 **"Banking Day"**: A day which is a Business Day on which most of the branches of the Bank in Israel are open to the public for business.

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- 1.6 **“Type of Interest”**: Fixed rate interest.
- 1.7 **“Rate of Interest”**: The annual rate of interest specified in the particulars of the transaction.
- 1.8 **“Bonus”**: The agreeable of the adjusted amounts of annual interest for the entire period of the deposit. The rate of the Bonus is specified in the particulars of the transaction under the clause “End of Period Bonus (the Rates of Interest for the Entire Period of Deposit)”. **Other than the Bonus no interest whatsoever will be paid.**
- 1.9 Payment of the principal of the deposit and the Bonus will be made on the **“Termination Date of the Deposit and the Payment Date of the Bonus”** by crediting the customer’s current account in foreign currency, the number of which appears above. The deposit will not be renewed automatically.

2. **Deduction at Source:**

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

3. **No Early Withdrawal :**

The customer may not affect any early withdrawal of the deposit or any part thereof prior to the Termination Date of the Deposit. Without construing the following as permitting the customer to effect any breakage of the deposit, the customer is aware that any such withdrawal would cause most substantial damage, which cannot be assessed or quantified at the time the deposit is made, even to the extent of most significant and substantial damage to the principal amount deposited.

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4. **Charged Deposit:**

In addition, notwithstanding the provisions of this agreement, we may not withdraw a charged deposit, in whole or in part, prior to the Termination Date of the Deposit or the renewal thereof following the repayment of the secured indebtedness to the Bank (hereinafter: “the Discharge Date”). Where the period of the deposit comes to an end prior to the repayment of the secured indebtedness, the deposit will be established for a renewable period of 3 months until the Discharge Date.

5. **Changes in the provisions of the law and / or in the interest rates on the market and / or the linkage in existing deposits:**

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

6. **Right of Set Off:**

Without derogating from the rights of the Bank under any other document signed by the depositor, we are aware that the Bank may, but is not obliged to, set off the deposit (in whole or in part) even before its maturity date falls due, against any debit balance of the depositor, or within the framework of the enforcement of any other right available to the Bank without any prior notice to the customer. Should the Bank make use of this right, the depositor shall bear the amount of any loss sustained as a result thereof.

7. **Making a Deposit After Closing Time on a Business Day for Foreign Currency or on a Day Which Not a Business Day:**

In each of the following cases a deposit amount for which we gave an instruction to deposit same in a deposit account shall be deemed to have been deposited in a deposit account on the Business Day for Foreign Currency next following the day on which we gave the instruction to make the deposit.

- a. If we gave an instruction to the Bank to deposit the respective deposit amount before the end of the Business Day for Foreign Currency, but after the time fixed by the Bank as being the latest time for forwarding instructions with respect to Foreign Currency according to the Rate for Orders Placed on such Business Day for Foreign Currency; or –

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- b. If we gave an instruction to the Bank to deposit the respective deposit amount after the time fixed for the end of the Business Day at the Branch of the Account; or –
- c. If we gave an instruction to the Bank to deposit the respective deposit amount on a day which is not a Business Day for Foreign Currency.

8. **No Addition or Renewal of the Deposit:**

The customer may make no addition to the deposit after the commencement thereof. The deposit is not subject to automatic renewal.

9. **No Assignment by the Customer:**

Our rights hereunder may not be assigned and/or transferred and/or endorsed and/or charged in any way to any third party.

10. **Conditions Precedent:**

At its discretion, the Bank may refrain from executing, depositing and establishing the deposit at all, including but without derogating from the generality of the foregoing, upon the occurrence of one or more of the following conditions precedent: On the Commencement Date the Account shows a credit balance of less than the principal amount of the deposit in the Currency of the Deposit;

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

1.2 If the Bank is unable to execute the Instructions, or the conditions enumerated above have been fulfilled, both the Instructions and the commitment of the Bank to act in accordance with them shall be deemed null and void and of no effect *ab initio*; the Bank will give notice as soon as possible after the Commencement Date of the Deposit that it was not possible to execute the Instructions.

11. **Application to Open an Account and General Conditions for Operating an Account:**

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

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11. **We the undersigned:**

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

11.2 Represent and warrant to you as follows:

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

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

AND IN WITNESS WHEREOF WE HAVE SIGNED:

Teller's Signature

Authorizer's Signature

Depositor's Signature