



Bank of Jerusalem

To

Bank of Jerusalem Ltd

Branch: \_\_\_\_\_

Date: \_\_\_\_\_

Account no. \_\_\_\_\_

Account name: \_\_\_\_\_

### ACCOUNT OPENING REQUEST

We request to open an account at the Bank in accordance with the terms and conditions detailed in the account opening agreement between us, and in reliance on the information, representations and declarations set forth below:

#### A. Details of the account and the authorized signatories therein

##### 1. Type of account:

- |  |   |
|--|---|
| <input type="checkbox"/> Account of an individual (including a corporation)  | <input type="checkbox"/> Account of a minor |
| <input type="checkbox"/> Joint account (including corporations), in which the authorized signatories are as set forth in paragraph 5 below | <input type="checkbox"/> Account of a ward  |
| <input type="checkbox"/> Trust account   | <input type="checkbox"/> Other              |

##### 2. Details of the account holders (individual, joint, minor, trust) – below are details of the account holders as furnished by us:

Relationship to account	<input type="checkbox"/> Account holder / trustee / minor <input type="checkbox"/> Guardian <input type="checkbox"/> Donor	<input type="checkbox"/> Account holder / trustee / minor <input type="checkbox"/> Guardian <input type="checkbox"/> Donor	<input type="checkbox"/> Account holder / trustee / minor <input type="checkbox"/> Guardian <input type="checkbox"/> Donor	<input type="checkbox"/> Account holder / trustee / minor <input type="checkbox"/> Guardian <input type="checkbox"/> Donor
<b>General: to be filled out by all:</b>				
ID / passport / PC no.				
Surname / name of corporation				
First name				
Surname / name of corporation – in English				
First name – in English				
Date of birth / incorporation				
Place of birth / incorporation				
Sphere of engagement				
Date of issuing ID / passport / registration certificate				
Validity of passport / ID (for temporary resident only)				
Country of issue	Israel / other: _____	Israel / other: _____	Israel / other: _____	Israel / other: _____
Address (residential / registered) * Mailbox not sufficient Settlement, code, street, house no. Telephone				
Cellular telephone				

E-mail				
Website				
<b>In addition, to be filled out by individual (not to be filled out by a corporation):</b>				
Previous / additional surname				
Father's name				
Mother's name				
Sex (circle)	Male / female	Male / female	Male / female	Male / female
Family status	S / M / D / W	S / M / D / W	S / M / D / W	S / M / D / W
No. of children				
Place of work				
Occupation				
Work telephone				
Work facsimile				
Country of emigration / origin (foreign resident)				
Date of immigration / return				
Date of issue of immigrant's certificate				
E-mail				
Website				

**3. Details of other entities related to the account:**

Relationship to account	<input type="checkbox"/> Authorized signatory <input type="checkbox"/> Attorney Subject to signature of power of attorney or delivery of general power of attorney	<input type="checkbox"/> Authorized signatory <input type="checkbox"/> Attorney Subject to signature of power of attorney or delivery of general power of attorney	<input type="checkbox"/> Authorized signatory <input type="checkbox"/> Attorney Subject to signature of power of attorney or delivery of general power of attorney	<input type="checkbox"/> Authorized signatory <input type="checkbox"/> Attorney Subject to signature of power of attorney or delivery of general power of attorney
<b>General: to be filled out by all:</b>				
ID / passport / PC no.				
Surname / name of corporation				
First name				
Surname / name of corporation – in English				
First name – in English				
Date of birth / incorporation				
Place of birth / incorporation				
Sphere of engagement				
Date of issue of ID / passport / registration certificate				
Validity of passport / ID (temporary resident only)				
Country of issue	Israel / other: _____	Israel / other: _____	Israel / other: _____	Israel / other: _____
Address (residential / registered) * Mailbox not sufficient Settlement, code, street, house no.				
Telephone				

Cellular telephone				
E-mail				
<b>In addition, to be filled out by individual (not to be filled out by a corporation):</b>				
Previous / additional surname				
Father's name				
Mother's name				
Sex (circle)	Male / female	Male / female	Male / female	Male / female
Family status	S / M / D / W	S / M / D / W	S / M / D / W	S / M / D / W
No. of children				
Place of work				
Occupation				
Work telephone				
Work facsimile				
Country of emigration / origin (foreign resident)				
Date of immigration / return				
Date of issue of immigrant's certificate				
Website				

#### 4. Details of address

Mailing address	Same as residential address / same as registered address / at branch / other:
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#### 5. Rights and instructions in connection with joint account:

##### (a) Form of signature (joint or several)

The right to give instructions and execute acts in the joint account, so long as not cancelled in writing, shall be as follows:

- Each of the account holders severally (“and/or” account);**
- All of the account holders jointly (“and” account);**
- Other \_\_\_\_\_**

##### (b) Survivorship clause

On the death of any of the account holders, we request as follows:

- You permit the survivors to act in the account, in accordance with and subject to the relevant provisions of the account opening agreement;
- You do not permit the survivors to act in the account, in accordance with and subject to the relevant provisions of the account opening agreement.

\* Check the selected alternative.

\_\_\_\_\_  
**Signature of account holder/s**  
**(to be signed by each of the account holders)**

## **B. The requested services and the account's contents**

### **6. Applicability of the account opening agreement's provisions**

(a) In accordance with the services that we wish to receive from the Bank, we request that the following provisions of the account opening agreement shall apply to us:

Signature of account holder:

\_\_\_\_\_ Yes/ ~~No~~ Chapter One – General Terms and Conditions for the Management of an Account

\_\_\_\_\_ Yes/ ~~No~~ Chapter Two – Deposits

\_\_\_\_\_ Yes/ No Chapter Three – Credit and Guarantees\*

\_\_\_\_\_ Yes/ No Chapter Four – Activity in Securities \*

\* Check the selected alternative, and sign.

(b) In addition, we request that the following provisions of the account opening agreement shall apply to us:

- If the Bank has agreed to provide us with credit, including the Bank's consent to guarantee any party at our request or the Bank's consent to provide us with a service that exposes it to credit risks, the provisions of Chapter Three shall apply, even if we have not signed it.
- If the Bank has agreed to provide us with a service and/or execute any activity for us in securities, the provisions of Chapter Four shall apply, even if we have not signed it.

In all the above cases, we request that you treat the mere receipt of the above services by us as consent to the said provisions applying to us, even if we have not signed them.

## **C. Receipt of information and giving of instructions other than in writing**

### **7. Receipt of information and giving of instructions other than in writing**

(a) In addition to the giving of instructions in writing and/or as provided in the account opening agreement, we request that we be allowed to receive information and give instructions in each of the following ways (hereinafter jointly referred to as “**unwritten instructions**”):

- By telephone, without restriction.  
If we choose this possibility, we agree that all the following provisions shall apply to us, as well as all the provisions of the account opening agreement relating to the giving of instructions and receipt of information by telephone.
- By facsimile, without restriction.  
If we choose this possibility, we agree that all the following provisions shall apply to us, as well as all the provisions of the account opening agreement relating to the giving of instructions and receipt of information by facsimile.
- Through electronic banking (aside from telephone and facsimile, which must be noted separately above), in accordance with the service level detailed below. It is expressed that each service level includes all the levels preceding it.  
If we choose this possibility, we agree that all the following provisions shall apply to us, as well as all the provisions of the account opening agreement relating to the giving of instructions and receipt of information through electronic banking.

The requested service level:

- Service level (1): the transfer from the Bank to me and my authorized signatories of any information regarding the accounts, including regarding movements and balances in each of my accounts.
- Service level (2): authorization to execute transactions and acts in my accounts at the bank, without transfers to a third party, including a transfer to fixed deposits, the purchase of securities in the account, a transfer from my account to another account in my name, the order of checkbooks and the like.
- Service level (3): authorization to execute transactions in favor of accounts specified by me in advance through a list of beneficiaries (not yet available at the Bank).
- Service level (4): transactions in favor of accounts that are not included in one of the above service levels (not yet available at the Bank).

For such purpose:

“**electronic banking**” means the retrieval of information about the customer’s accounts or the execution of acts or giving of instructions to execute acts on the initiative of the customer or anyone on his behalf through communication systems;

“**communication systems**” means systems enabling communication between the customer and the Bank’s computers and/or the Bank’s representatives at the customer’s branches and/or at designated centers of the Bank at service stations of the Bank, which use a communication network including direct computer communication systems, Internet communication, e-mail, transmission of files / messages, telephone (including IVR (interactive voice response) systems and cellular systems), facsimile, interactive television, palm computers and other like systems that the Bank develops from time to time;

“**service stations**” means the Internet-based service stations placed at the Bank’s branches or anywhere else the Bank chooses to place them.

**(b) The provisions governing the receipt of unwritten instructions**

In addition to all the relevant provisions of the account opening agreement, the unwritten instructions shall be governed by all the following provisions:

- (1) We acknowledge that the Bank may, without obligation, allow each of our above requests, and may allow only some of the requests, in respect of the type of channels through which we may obtain information and/or give instructions and in respect of the type of instructions we may give, in its exclusive discretion. Without derogating from the generality of the aforesaid, the Bank may make the acceptance of unwritten instructions subject to such conditions as determined by the Bank in its discretion and/or cancel its consent to accept and/or transfer unwritten instructions.
- (2) Without derogating from the generality of the aforesaid, the Bank may from time to time decide on the type of services that may be provided through unwritten instructions (hereinafter referred to as **“approved services”**). For such purpose, the Bank may distinguish between various types of unwritten instructions, and shall not be liable to execute any unwritten instruction concerning services that are not approved services.
- (3) On each occasion the Bank allows our request, such shall be subject to the terms and conditions of this request and to the relevant terms and conditions of the account opening agreement.
- (4) Unwritten instructions shall be executed by the Bank in accordance with its ordinary procedures at such time in relation to instructions of such type, and shall be subject to the law governing such instructions from time to time.
- (5) The Bank may, in its discretion, refuse to execute an unwritten instruction, or execute it partially, or execute it proximately, if doubt arises in respect of the identity of the party giving the instruction or in respect of the contents thereof, if it is given contrary to the provisions of this clause, if it is given other than in accordance with the Bank’s procedures or instructions, if it is given without the use of the communication code (telephone, computer or any other code aimed at identifying the account holder) allocated to the account holder by the Bank and for any other reason pursuant to the law or as provided in the account opening agreement.
- (6) Whenever the Bank executes any instruction, including partial execution or proximate execution, all the terms and conditions that would have applied had we given the Bank an identical instruction in writing shall apply; and if at such time it is customary for an instruction as aforesaid to be given to the Bank on such form or in such form of wording as determined by it, any instruction as aforesaid shall be governed by all the provisions of such form, as though the aforesaid instruction was given by us to the Bank in writing on such form, signed by us.
- (7) Unwritten instructions received after the time fixed by the Bank from time to time for the close of the business day at the relevant branch, or after the time fixed by the Bank from time to time as the deadline for accepting instructions to execute the relevant banking act on such business day, whichever is earlier, or on a day that is not a business day at the Bank, shall be deemed to have been received on the first business day thereafter and in respect of instructions relating to foreign currency – the provisions of this clause shall be deemed to apply in respect of a foreign currency business day, *mutatis mutandis*.
- (8) **Special provisions concerning the receipt of services by telephone and facsimile**
  - (a) It is expressed that the restrictions regarding the service level do not apply to instructions given by telephone or facsimile. The aforesaid does not oblige the Bank to execute any instruction as aforesaid contrary to the provisions of this request and the account opening agreement.
  - (b) We are aware that we may only give unwritten instructions to the branch of the Bank at which our account is managed, and provided that we only use the current facsimile / telephone number of such branch, which has been confirmed by the branch as the number for sending unwritten instructions. We shall be liable for any unwritten instructions sent by us or on our

behalf to the Bank, including for checking that the instruction has been received by the competent official at the Bank.

**(9) The giving of instructions in a joint account and account of a corporation**

- (a) Notwithstanding all the provisions of this agreement and the account opening agreement in connection with a joint account and/or account of a corporation and/or the provisions of any directives or documents determining those authorized to bind a partnership or corporation, the Bank may, without obligation, accept an unwritten instruction even if it is received from one of the joint account holders or from one of those authorized to bind the corporation, as the case may be.
- (b) The signature of this request by a corporation or joint account holder means the authorization of each of the joint account holders and/or each of the partners and/or each of those authorized to sign for and bind the corporation to give telephone instructions and to give electronic banking instructions himself, and a waiver of the need for the signature of a number of authorized signatories and/or for the corporation's stamp on the signature of an undertaking on behalf of the corporation, and the corporation's signature of this request confirms that the corporation has passed all the resolutions required in order to grant validity to the request's provisions.

**Please note:**

**The attention of the account holder/s is drawn to the fact that by its very nature each unwritten instruction carries a great risk of mistake and/or delay in the instruction's execution and/or of abuse, including forgery, deceit, impersonation, use of a code without authorization and the like by other unauthorized persons. The account holder's signature of this request means that he is willing to knowingly assume these risks and to bear liability for them and for their consequences.**

**The account holder/s exempt/s the Bank from liability for any damage, loss, expense or payment that might be occasioned to him/them, directly or indirectly, as a result of the execution (including the partial or proximate execution) of any instruction by him/them and/or his/their authorized representatives, provided that the Bank shall not be exempt if the damage, loss or expense is occasioned as a result of its negligence.**

**We agree to and confirm all the aforesaid.**

\_\_\_\_\_  
**Signature of account holder/s  
(to be signed by each of the account holders)**

#### **D. Special provisions relating to a customer receiving services in securities from the Bank**

8. **Manner of accepting voting papers, position notices and confirmations of title pursuant to the Companies (Written Vote and Position Notices) Regulations, 5766-2005 (hereinafter referred to as “the Regulations”)**

We the undersigned account holders hereby instruct the Bank as follows (\* **check the relevant alternative in each of the following paragraphs**):

(a) **Receipt of voting papers and position notices**

Kindly send us by e-mail (free of charge) a link to the texts of the voting papers and position notices that are published on the distribution site (Magna), in accordance with our e-mail address.  
Email address: \_\_\_\_\_.

Kindly send us the voting papers and position notices by mail to our address as appearing in your records.

**We acknowledge that if we choose this alternative, we shall be charged the postage fees for each voting paper / position notice that is sent to us, and with regard to voting papers we are aware that the quantity thereof is not limited by the Regulations.**

We do not wish to receive all voting papers and position notices by mail and/or by e-mail.

(b) **Voting via the Internet voting system established by the Israel Securities Authority**

Kindly convey our identifying information securely to the Internet voting system established by the Israel Securities Authority and e-mail us (at no cost) details about general assemblies of corporations we hold their securities on the record date, in which it is permitted to vote according the law, as well as access code to the voting system for each assembly.  
Email address: \_\_\_\_\_

We do not wish to participate in the Internet voting system established by the Israel Securities Authority.

(c) **Receipt of confirmations of title**

Kindly send us the confirmations of title by mail to our address as appearing in your records (confirmations of title shall only be sent for general meetings in respect of which the company has determined that they may be voted at in writing).

**We acknowledge that if we choose this alternative, we shall be charged the postage fees for each confirmation of title that is sent to us. We also acknowledge that we shall be charged for an additional issuance of confirmations of title.**

We do not wish to receive all confirmations of title by mail.



## E. Declarations

### 9. Declaration of beneficiary/ies\*

In accordance with the Prohibition of Money Laundering (Identification, Reporting and Record-Keeping Duty of Banking Corporations for the Prevention of Money Laundering and Financing of Terrorism) Order, 5761-2001

(a) **Details of those giving the declaration (one of the following paragraphs must be checked):**

<input type="checkbox"/>	In an account opened by the account holder, his details as appearing in Part One of the account opening request:
<input type="checkbox"/>	In account opened by someone other than the account holder (detail):
<input type="checkbox"/>	Attorney
<input type="checkbox"/>	Guardian
<input type="checkbox"/>	Donor
<input type="checkbox"/>	Other: _____
Account opener's name: _____	
Identity no. / Passport no. _____	

(b) **We hereby declare that in the account detailed above (one of the following paragraphs must be checked):**

<input type="checkbox"/>	There is no beneficiary* of the rights embodied in the account other than the account holders.																								
<input type="checkbox"/>	In the case of an act that is executed not in the framework of any account of the customer, there is no beneficiary*, other than the party executing the act.																								
<input type="checkbox"/>	I am an advocate / rabbinical pleader / accountant, and manage this account for my customers. The account balance at the end of any business day shall not exceed NIS 300,000, and any act in the account shall not exceed NIS 100,000; this is my only account of such type.																								
<input type="checkbox"/>	The account is being managed for community purposes in favor of a large or undefined group of beneficiaries, and the balance in the account at the end of any business day and any act in the account shall not exceed NIS 50,000. The object of the account is: _____																								
<input type="checkbox"/>	The account is being managed for community purposes in favor of a large or undefined group of beneficiaries.*** The object of the account (detail at length) is: _____																								
<input type="checkbox"/>	There is a beneficiary / are beneficiaries of the rights embodied in the account; however, his / their identification details are not yet known. The reason for this is: _____ We undertake to give the Bank details of the beneficiary/ies immediately upon learning their identity.																								
<input type="checkbox"/>	The beneficiary/ies in the account is/are:																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">ID/passport/registration no.**</th> <th style="width: 15%;">Country</th> <th style="width: 15%;">Validity of passport</th> <th style="width: 20%;">First name and surname / corporation's name**</th> <th style="width: 15%;">Date of birth / incorporation</th> <th style="width: 10%;">Sex</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	ID/passport/registration no.**	Country	Validity of passport	First name and surname / corporation's name**	Date of birth / incorporation	Sex																		
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In respect of foreign residents – the passport's expiry date and the country of issue of the identification document must be filled out.																									
<input type="checkbox"/>	If you are one of the following entities, check the appropriate square and there is no need to fill out paragraph (b) above.																								
<input type="checkbox"/>	a public institution (government ministry, Jewish Agency, other statutory entity established in Israel;																								
<input type="checkbox"/>	an entity to which a money laundering order applies by virtue of section 7 of the Money Laundering Law and the account was opened for our customers;																								
<input type="checkbox"/>	an overseas entity wishing to open a securities account for our customers (a declaration is annexed hereto as required by the order);																								
<input type="checkbox"/>	a "recognized entity" as defined in the order (an employees' committee or cooperative house representation);																								
<input type="checkbox"/>	the account is for a public endowment which is registered with the Public Endowments Registrar;																								
<input type="checkbox"/>	the account is for a rabbinical public endowment in respect of which confirmation has been given by the rabbinical court that it is a rabbinical religious endowment with public objects.																								

- (c) **We undertake to notify the Bank in writing of any change in the above details. We acknowledge that the furnishing of false information, including the failure to furnish an update of any detail that must be reported, in order to evade reporting or in order to cause incorrect reporting, constitutes a criminal offence.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of account holder/ account opener / corporation

- \* **“Beneficiary”**: a person for whom or in whose favor the property is held or act done with the property, or who is able to direct an act with the property, directly or indirectly. If the beneficiary is a corporation, the corporation and its controlling shareholders shall be deemed beneficiaries.
- \*\* In the case of a beneficiary which is a corporation, there is a duty to submit, in addition, details of the individual controlling shareholders of the beneficiary corporation (**“controlling shareholders”**: as defined in the Securities Law, 5728-1968).
- \*\*\* An exemption from declaring details of the beneficiaries in this account is conditional upon obtaining the approval of the person responsible for performing the prohibition of money laundering duties at the Bank.

**10. Declaration of corporation / certificate of advocate of controlling shareholder/s of corporation\***

In accordance with the Prohibition of Money Laundering (Identification, Reporting and Record-Keeping Duty of Banking Corporations for the Prevention of Money Laundering and Financing of Terrorism) Order, 5761-2001.

**1. Details of those giving the declaration** (must be filled out in the appropriate place):

<input type="checkbox"/> In a declaration by a corporation the details of which appear in Part One of the account opening request (hereinafter: <b>“the corporation”</b> ) – the names of the authorized signatories giving the declaration on behalf of the corporation: _____	<input type="checkbox"/> In a certificate by an advocate: Advocate’s name: _____ License no. _____ Address: _____
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**The corporation declares that:**

**I certify that:**

**2. Contents of declaration / certificate**

**(a) In the case of a corporation which has a controlling shareholder\*:**

1.	<b>The corporation’s controlling shareholder/s is/are:</b>	<p>Details must be given of the direct and indirect controlling shareholders <b>up to the level of the individuals who control the corporation</b>, save for cases pursuant to paragraph 2 below [where the controlling shareholders are corporations, there is a duty to act pursuant to the guidelines hereunder]. On registration of a passport no., there is a duty to also fill out the passport’s expiry date and the country of issue.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sex</th> <th style="width: 15%;">Date of birth / incorporation</th> <th style="width: 25%;">First name and surname / corporation’s name</th> <th style="width: 15%;">Passport’s expiry</th> <th style="width: 15%;">Country</th> <th style="width: 20%;">ID / passport / registration no.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Sex	Date of birth / incorporation	First name and surname / corporation’s name	Passport’s expiry	Country	ID / passport / registration no.																		
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2.	<b>Full / partial exemption from filling out the details in paragraph 1</b> [see full details in the subsequent guidelines].	<p>(a) If <b>the corporation</b> is one of the following entities, the appropriate square must be checked and there is no need to fill out paragraph 1 above.</p> <p>(b) If <b>the corporation’s controlling shareholder</b> is one of the following entities, his details must be filled out in paragraph 1 above, and the appropriate square must be checked.</p> <p>(c) If a controlling shareholder is a public institution – only the name of the public institution in paragraph 1 shall be filled out.</p> <p><input type="checkbox"/> A banking corporation (including auxiliary corporations).</p> <p><input type="checkbox"/> A provident fund / provident fund management company.</p> <p><input type="checkbox"/> An insurer as defined in the Control of Insurance Business Law.</p> <p><input type="checkbox"/> A company traded on the Tel Aviv Stock Exchange.</p> <p><input type="checkbox"/> A company traded on a stock exchange / regulated market in a country which is a member of the OECD; note the country of trade _____</p>																								

**(b) Corporation which does not have a controlling shareholder\* (check and sign in the appropriate box).**

<input type="checkbox"/> Declaration of the corporation: (1) We declare that the corporation does not have a controlling shareholder as defined in the Securities Law, 5728-1968	<input type="checkbox"/> Advocate’s certificate: (2) Having examined the corporation’s control structure, I certify that the corporation the details of which appear above does not have a controlling shareholder as defined in the Securities Law, 5728-1968.  _____ Advocate’s signature and stamp
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(1) In the case of a private company which pursuant to its declaration does not have a controlling shareholder, an advocate's certificate must be annexed in the form of wording appearing to the right.	(2) Required as an alternative or in addition to the declaration of a corporation that is privately owned and in accordance with the guidelines hereinunder
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- (c) **We undertake to notify the Bank in writing of any change in the above details. We acknowledge that the furnishing of false information, including the failure to furnish an update of any detail that must be reported, in order to evade reporting or in order to cause incorrect reporting, constitutes a criminal offence.**

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of corporation

**Guidelines for filling out the declaration:**

- In the case of a corporation which does not have a controlling shareholder with the “means of control in the corporation” as defined in the Securities Law, 5728-1968 (such as a cooperative society or amuta [non-profit society], the details of the entities directing the corporation’s activity must be filled out in the table (executive board, treasurer and the like).
- In the case of a corporation which does not have a controlling shareholder, mark X in paragraph 2(b) in the appropriate place according to the signatory’s identity. A private company which does not have a controlling shareholder must furnish an advocate’s certificate to such effect, and the corporation’s declaration will not suffice.
- Where the controlling shareholder is a corporation which does not have a controlling shareholder – its details must be filled out in the table and a separate declaration or advocate’s certificate must be annexed to the effect that it does not have a controlling shareholder.
- If the form is filled out by an advocate, two signatures are required – (a) an advocate shall sign in the designated place; (b) the corporation shall sign the undertaking in paragraph 2(c).

\* Mandatory.

## **F. General**

### **11. Consent to receive advertising material from the Bank**

- We agree to the Bank sending us advertising material on its behalf:  
by facsimile, automatic dialing system, e-mail or SMS.
- We do not wish to receive advertising material from the Bank.

### **12. Correctness of the customer's details and receipt of mail**

- (a) I/we confirm the correctness of the details appearing herein and declare that the status of the account and the holders of the rights in the account have been determined in accordance with my/our request. I/we shall not have any plea and/or claim vis-à-vis the Bank in the event that any of the above details is incorrect.
- (b) I/we undertake to notify the Bank of any change in the details appearing herein immediately upon the occurrence of the change and by no later than the Bank's customary deadline for receiving instructions in such regard. The Bank shall not be liable for any consequence of a discrepancy in the details furnished by me/us to the Bank.
- (c) I/we hereby irrevocably agree that notices shall be sent in accordance with the address noted above as the "mailing address". In the event of any change in the aforesaid address, I/we shall send written notice signed by all the account holders / account openers, and in any event the Bank shall be liable to send notice to only one address, subject to any law.
- (d) Any notice sent by the Bank in accordance with the address appearing in the Bank's records or in accordance with any other address of which the account holder / account opener notifies the Bank in writing shall be deemed to have reached its destination 7 days after the notice was mailed.
- (e) If we have requested the receipt of information through electronic banking, I/we confirm that notice sent to us through electronic banking shall be deemed to have reached its destination one day after being sent and that subject to the provisions of any law, the Bank shall not be obliged to also send us notice as aforesaid by mail.
- (f) My/our signature on this document constitutes a specimen signature and confirmation that I/we have received a copy of this document.
- (g) **I/we confirm receipt of a copy of the documents, account opening request and account opening agreement edition \_\_\_\_\_.**

#### **Signature of the account holders:**

<b>First name and surname</b>	<b>Signature (and corporation's stamp)</b>	<b>Official's confirmation of account holders' identification</b>	<b>Date of identification</b>

## DEED OF SET-OFF AND LIEN

- Whereas** the undersigned (hereinafter referred to as “**the customer**”) has requested or is requesting the Bank to obtain, from time to time, alone or together with others, various services (hereinafter referred to as “**the banking services**”) from Bank of Jerusalem Ltd (hereinafter referred to as “**the Bank**”);
- and whereas** the customer has guaranteed and/or might from time to time guarantee the debts and liabilities of others to the Bank (hereinafter referred to as “**the guarantees**”);
- and whereas** for such purpose the customer has signed or is requesting to sign various documents, including an account opening request, account opening agreement and other documents binding the customer vis-à-vis the Bank (hereinafter jointly referred to as “**the agreements**”);
- and whereas** in consequence of the provision of the banking services and/or the guarantees and/or for any other reason, the debt amounts, as defined below in this agreement, or any of them, are and/or might become due to the Bank;
- and whereas** the customer has made and/or deposited and/or shall make and/or deposit financial deposits and/or other assets in his accounts, including in account no. \_\_\_\_\_ in the name of \_\_\_\_\_ that is managed at the Bank (hereinafter referred to as “**the account**”), *inter alia* as collateral for the banking services and the guarantees, and this account shall be deemed part of the customer’s assets and of the monies due to the customer – as defined below;
- and whereas** it has been agreed between the customer and the Bank that to secure the debt amounts as defined below the Bank shall have the rights detailed below, in addition to all the other rights vested in the Bank;

**Accordingly, the customer hereby irrevocably warrants and confirms as follows:**

1. **General and definitions**

This deed shall constitute an integral part of the agreements, and the provisions of the agreements shall apply hereto. All the expressions not defined herein shall be governed by the definitions in the account opening agreement, unless the context otherwise admits. In the event of any irreconcilable discrepancy between the provisions of this deed and the provisions of the agreements, the provisions upholding the Bank’s rights shall prevail, and where all the provisions uphold the Bank’s rights, the provisions of this deed shall prevail.

2. **Definitions:**

- 2.1 “**the monies due to the customer**” – all the monies, in Israeli currency or in foreign currency, now or in future due to the customer, subject to any law, from the Bank in the account and in any other deposit and/or account of the customer at the Bank and/or in any way and on any cause;
- 2.2 “**the customer’s assets**” – the assets and monies now or in future due to the customer, subject to any law, including all the bills, checks, securities, financial assets, bills of lading, negotiable documents, other documents, gold coins, insurance policies, assignments of right, chattels and other assets of whatsoever type of the customer (whether given to the Bank by the customer or by a third party for the customer, and whether given for collection, collateral purposes, custody and/or for any other object) as well as their consideration, and including all the customer’s rights in connection with all the aforesaid;
- 2.3 “**the debt amounts**” – any obligation or debt of the customer to the Bank and all the amounts, in Israeli currency or in foreign currency, now or in future due to the Bank from the customer, in any account and/or in any way or on any cause, whether or not their payment date has arrived and whether or not their payment date is conditional upon the fulfillment of any conditions, including amounts called for immediate payment by the Bank pursuant to this agreement or any other agreement or at law, and/or any liability deriving from an undertaking given by the Bank at the customer’s request or pursuant to the terms and conditions of any agreement with him, even if their payment date has not yet arrived and even if a call for payment has not yet been sent in respect thereof, and including in respect of any demand for collateral of the Bank or any other entity executing acts for the customer’s account;

2.4 “the existing debt amounts” – all the debt amounts (including a liability deriving from an undertaking given by the Bank at the customer’s request or pursuant to the terms and conditions of any agreement with him) the payment date of which has arrived and/or in any way or on any cause, including amounts the payment date of which has arrived in consequence of a call for immediate payment and/or acceleration of payment pursuant to the law and/or as agreed with the customer.

### 3. Lien

3.1 The Bank shall have a lien over the customer’s assets and may at any time, without having to notify the customer thereof in advance, detain them until all the debt amounts have been discharged, maintaining a reasonable ratio between the customer’s assets that have been detained and the debt amounts. It is expressed that the Bank may, in its discretion, choose which of the customer’s assets to detain.

3.2 The Bank may act in accordance with the above provisions in connection with debt amounts the payment date of which has not yet arrived, if it has reasonable concern that these amounts will not be paid to the Bank in full and on time.

3.3 In addition to the aforesaid, in the event that an attachment is imposed over any amount and/or over any of the customer’s assets – the Bank shall have a lien over such amount and/or asset, as the case may be, until the attachment’s removal, provided that the lien pursuant to this paragraph shall only apply to assets of the customer the overall value of which does not exceed the unpaid balance of the debt amounts, as shall be from time to time.

3.4 In the above cases, the customer may not withdraw the amounts and assets due to him from the Bank or any part thereof, or act with or in relation to them in any other way, without the Bank’s consent, and the Bank may prevent the customer from making any disposition with them. In such cases, in the absence of the Bank’s prior written consent as aforesaid, the Bank may treat any withdrawal, act or instruction made or signed or given by the customer as being null and void *ab initio* and as not binding the Bank in any way.

3.5 The Bank shall notify the customer of the exercise of any of its rights pursuant to this clause after the exercise thereof.

### 4. Right of set-off

4.1 Without derogating from the Bank’s lien as aforesaid, the Bank may (without obligation), at any time, without having to notify the customer thereof in advance:

4.1.1 set off any amount from the debt amounts existing on the date of the set-off against all or some of the monies due to the customer, even before the payment date of the monies due to the customer against which the set-off is effected;

4.1.2 purchase foreign currency in the amount required to discharge any amount from the existing debt amounts, or sell any foreign currency held by the Bank to the customer’s credit, and use the sale proceeds for the discharge of any amount from the existing debt amounts, or, as the case may be, for the purchase of another foreign currency that is required for the discharge of any amount from the existing debt amounts;

4.1.3 debit any account and any deposit of the customer at the Bank, whether or not mentioned in this agreement, with any amount from the existing debt amounts, and if the aforesaid amounts, or some of them, are in respect of FC credit, debit any account and any deposit as aforesaid of the customer that is managed in the credit currency, or any account of the customer that is managed in Israeli currency or in another foreign currency with its consideration (in Israeli currency or in the other foreign currency), at the Bank’s customary rate on the date of debiting the account as aforesaid;

4.2 Notwithstanding the aforesaid, the Bank shall give the customer notice of set-off from a fixed deposit that were it not for the set-off would have been automatically renewed or extended, such that the customer would have derived certain rights or benefits, unless the delay in the set-off might be detrimental to the Bank or prejudice any of its rights, or in the event that notice is sent and during the period specified therein until the set-off an attachment, notice of the customer’s receivership or other similar event occurs, in which case the set-off shall be effected immediately.

4.3 Any purchase or sale in foreign currency as provided in this clause (in its entirety) shall be done (if done) at the Bank’s customary rate, from amounts in Israeli currency, or from amounts in foreign currency, as the case may be, held by the Bank to the customer’s credit or received on the realization of any collateral given to the Bank by or for the customer.

- 4.4 Any debit in accordance with this clause (in its entirety) shall be made (if made) in an existing deposit or account or in a deposit or account opened for such purpose by the Bank in the customer's name, whether the account or deposit that is debited has a credit balance, debit balance or unauthorized overdraft, or a debit balance or unauthorized overdraft arises therein as a result of being debited as aforesaid, and the unauthorized overdraft (if any) in the account or deposit debited as aforesaid shall bear interest at the maximum rate.
- 4.5 If a debit in FC results in or increases an unauthorized overdraft in a shekel account, the Bank may (without obligation) credit the shekel account against the debiting of another account of the customer in the relevant FC. If a debit in shekels results in or increases an unauthorized overdraft in a FC account, the Bank may (without obligation) credit the FC account against the debiting of another account of the customer in shekels.
- 4.6 The customer acknowledges that where the Bank exercises rights of set-off as aforesaid before the payment date of any amount from the customer's amounts that are placed in deposits of the customer at the Bank, there might be changes to the customer's detriment in relation to his rights in respect of or in connection with such amount (for example, with regard to interest rates, linkage, rate differentials, rights to grants or loans, exemption from or discount on income tax and deductions at source), and the Bank may deduct from the aforesaid amounts commission, expenses and damages that it customarily collects on the breakage by the customer of deposits of any type, including savings plans, shekel deposits and FC deposits.
- 4.7 In addition, subject to the provisions of any law, the Bank may effect set-off against the debts amounts the payment date of which has not yet arrived (even if it has not called for the immediate payment thereof) if there is reasonable concern that the customer will not perform all or some of his obligations, provided that: (1) it has given the customer notice of the set-off; (2) where the set-off will be against any amount from the amounts that are placed in deposits of the customer at the Bank, the payment date of which has not yet arrived, the Bank shall indemnify the customer for the damage in the amounts that would have accrued in his favor had the set-off been effected on the payment date of the debt amounts or on the payment date of the deposit (whichever is lower).

## 5. **General**

- 5.1 The customer may not howsoever pledge or charge, transfer, dispose of, sell or assign the account and/or the customer's assets and/or the monies due to the customer, or any part thereof, and/or his rights in respect of the aforesaid, directly or indirectly, for or without consideration, without the prior written consent of the Bank. Any act of the customer contrary to the provisions of this paragraph shall be deemed null and void *ab initio*.
- 5.2 The customer waives any right of a guarantor pursuant to the Guarantee law, 5727-1967 or pursuant to any other law, in respect of the guarantees as defined above, subject to the provisions of the law that may not be qualified.
- 5.3 All the expenses involved in or relating to this deed and its exercise shall be borne by the customer and shall constitute part of the debt amounts.
- 5.4 The provisions of this deed are irrevocable and may not be cancelled or changed without the prior written consent of the Bank, since the Bank's rights are dependent thereon.
- 5.5 If for any reason the number of the account and/or any of the deposits and/or any account of the customer in which the assets are deposited is changed, all the provisions of this deed shall be deemed to relate to the deposit according to its new number.

**As witness the hand of the customer:**

\_\_\_\_\_

\_\_\_\_\_

## **Confirmation of the Bank's official**

I the undersigned, \_\_\_\_\_, confirm that on \_\_\_\_\_ the above mentioned customer, who was identified according to ID no. \_\_\_\_\_, signed the above document in my presence.

Signature of the Bank's official \_\_\_\_\_