

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

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

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

To  
**Bank of Jerusalem Ltd**  
Branch: \_\_\_\_\_

**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. Joining service for obtaining information and giving instructions via facsimile  
and on electronic banking channels**

7. "Facsimile" and "electronic banking" – joining the Bank's electronic channels for purposes of receiving service and creating contact between the Customer and/or someone on his behalf with the Bank's computers and/or the Bank's representatives at the branch at which the Customer's account is maintained and/or at specially dedicated centers of the Bank, including direct electronic computer systems, communication via the Internet, electronic mail, transmission of files/messages/text messages (such as SMS), telephone (including automatic voice-answering systems IVR and cellular systems), facsimile, video conferences and means of communication the Bank may add from time to time in accordance with its decision.

The Customer's joining of a particular system shall be done in such manner as is allowed by the Bank and subject to any law.

Joining the services:

For purposes of joining the services described below, it is necessary to choose the communications channel and the extent of operations on it.

In addition to what is stated in the General Conditions for Opening of Account Agreement, including the clauses which relate to the giving of instructions and receiving of information via facsimile, electronic banking, a banking center or automatic answering, I request to receive information and to give instructions in each of the following ways:

**Please select a channel for receiving the services from the Bank and also the level of the service in which you are interested (it is clarified that each level of service includes all those which precede it):**

**In each channel you must mark your selection even if you are not interested in it. It is not possible to leave a channel without a selection.**

Channel of communication	Agreement for activity on the channel		Level of service		
	Yes	No	Information (1)	Executing operations between my accounts (2)	Operations including third party (4)
<b>Package of channels</b> includes Internet channels including the Bank's Internet website, landline and cellular telephone channel including human answering and interactive voice answering, receiving notices from the Bank on the various channels, including text messages (SMS), or digital means which the Bank may add from time to time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>or</b>					
<b>Internet</b> The various Internet channels include, <i>inter alia</i> , the Bank's Internet website, receiving notices from the Bank on the various channels, including text messages (SMS) or digital means that Bank may add from time to time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Landline and cellular telephone and interactive voice answering (IVR)</b> Landline and cellular telephone and interactive voice answering (IVR) channel, will make it possible to receive notices from the Bank on the various channels, including text messages (SMS) or digital means that the Bank may add from time to time.	<input type="checkbox"/>	<input type="checkbox"/>	Not possible	Not possible	<input type="checkbox"/>
<b>Fax</b> Giving instructions and receiving information via facsimile.	<input type="checkbox"/>	<input type="checkbox"/>	Not possible	Not possible	<input type="checkbox"/>

1. **Information only:** transfer of any information from the Bank to me and to authorized signatories on my accounts, including in connection with movements and balances in each of my accounts (**authorization level 1**).

2. **Executing operations between the Customer's accounts only:** authorization to execute transactions and operations in my accounts at the Bank without transfers to a third party (**authorization level 2**).

4. **Executing operations in accounts, including operations in favor of a third party:** transactions to the credit of accounts which are not included in one of the above levels of service, including transfers to accounts of third parties. It is clarified that communication by means of telephonic channels is at a level of authorization for executing operations in favor of a third party (**authorization level 4**).

**Not interested in receiving electronic banking services**

**a. Provisions that will apply to receiving instructions by means of electronic banking and by fax:**

- (1) It is agreed that the Bank is entitled, but not obliged, to respond affirmatively to each of my abovementioned requests, and it may respond affirmatively only to some of the requests, both with regard to the type of channels on which I will be able to receive information and/or to give instructions, and also with respect to the type of instructions I will be able to give, in the Bank's sole discretion. Without derogating from the generality of the foregoing, the Bank will be entitled to make the receipt of instructions on the various channels as described above subject to conditions in its discretion and/or to revoke its agreement to receive and/or to execute my instructions.
- (2) Without derogating from the generality of the foregoing, the Bank may from time to time decide on the types of services that it will be possible to perform on the various channels. The Bank may for this purpose differentiate between the various types of instructions that will be received by means of the various channels as aforesaid, and it will not be obliged to execute any instruction pertaining to services which do not fall within the scope of the services that are provided by the Bank at that time.
- (3) Any instruction that may be received by the abovementioned means shall be executed by the Bank in accordance with the conditions that are in force at the Bank for the time being and which relate to instructions of that type, and will be subject to any law that applies to the operation at the relevant time.
- (4) The Bank may, in its discretion, not execute an instruction that is received by means of the various channels as aforesaid or may execute same partly or approximately, if doubt should arise regarding the identity of the party giving the instruction or with respect to the contents thereof, if it was not given in accordance with the Bank's procedures or its instructions, or if it was given without using the verification factor as customarily applies at the Bank and which was allotted to the account owner by the Bank, and for any other reason according to law or as set forth in General Conditions for Opening of Account Agreement.
- (5) Instructions that are received via the various channels as aforesaid after the hour specified from time to time by the Bank as the end of the business day at the relevant branch, or after the hour specified from time to time by the Bank as the last time for receiving instructions for the performing of the relevant banking operation on that business day, whichever is the earlier, or on a day which is not a banking business day, will be deemed to have been received on the first following business day, and in respect of instructions relating to foreign currency – the matters set forth above in this paragraph will be deemed to apply, *mutatis mutandis*, with respect to a business day in foreign currency.
- (6) **Special provisions in respect of receiving services via telephone and facsimile:**
  - (a) Restrictions on the level of service do not apply to instructions via telephone or via facsimile. Nothing in the foregoing shall oblige the Bank to execute such instruction contrary to what is stated in this application and in the General Conditions for Opening of Account Agreement.
  - (b) It is agreed that I will be entitled to give instructions only to the branch of the Bank at which my account is maintained and/or to the telephone center, on condition that use is made solely of the updated facsimile/telephone number of the Bank's telephone center or of that branch which confirms the correctness of the fax number. I will be responsible for any instruction that was given by me and/or on my behalf to the Bank, including verification that the instruction was received at the Bank.
  - (c) The Customer has the right to disconnect from some or all of the fax and/or electronic banking services, at any time.

**(7) Giving of instructions in joint account and in account of a body corporate:**

- (a) Notwithstanding anything stated in this application and in the General Conditions for Opening of Account Agreement in connection with a joint account and/or an account of a body corporate, and/or the contents of instructions or documents which specify the parties authorized to bind a partnership or a body corporate, the Bank will be entitled, but not obliged, to accept an instruction which is not in writing even if it is received from one of the owners of the joint account or from one of the persons authorized to bind a body corporate, as the case may be. In the case of a request to perform an exceptional operation in an account, as this term is defined from time to time by the Bank and in accordance with the regulatory measures, notice will be sent to all the partners in the account.
- (b) Signature of the body corporate or an owner of a joint account to this application means an authorization on the part of each of the owners of the joint account and/or of each of the partners and/or of each of the authorized persons to sign in the name of the body corporate and to bind it, to give telephone instructions and himself to give instructions by means of electronic banking, and a waiver of the necessity for signature by several appointed persons and/or the rubber stamp of the body corporate in the signing of an undertaking on behalf of the body corporate, and the signature of the body corporate to the provisions of this application confirms that all the necessary resolutions were passed by the body corporate in order to give validity to the provisions of the application.

**Special attention is drawn to the fact:**

**That in the nature of things, any instruction received via the aforesaid channels carries with it the risk of error and/or a delay in execution of the instruction and/or abuse, including forgery, fraud, impersonation, unauthorized use of a code and so forth by entities which are not authorized (hereinafter: "the Entities"). The signing of this application by the account owner means that the account owner is consciously prepared to assume these risks, and to bear responsibility for them and for the consequences thereof.**

**In addition, for purposes of receiving information and performing operations on the aforesaid channels, the account owner will receive an exclusive password from the Bank and a personal code which allow for entry and access to the Internet network and identification by means of interactive voice-answering and receiving the services via them. The user code and the password must not be disclosed to any other person, and same should not be kept in a place accessible to others, and they should not be passed on to any other entity, including a representative of the Bank, because this is likely to enable those entities to obtain information and to perform operations by means thereof.**

**Joining these services via electronic banking channels necessitates the viewing of an online document which can be printed. It is necessary to read the conditions prior to confirming it.**

**The account owner release/s the Bank from all liability and responsibility in respect of damage, loss, expense or payment likely to be incurred by him/them, directly or indirectly, as a result of the execution (including partial or approximate execution) of any instruction from them and/or from an authorized person on their behalf, provided that the Bank will not be released if the damage, loss or expense was caused as a result of the Bank's negligence.**

**I agree to and confirm everything stated above:**

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**Signature of owner/s of the account (to be signed by each of the account owners)**



**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.																									
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"/>	a banking corporation, the Postal Bank, an insurer, a member of the Stock Exchange, a provident fund and a managing company on behalf of a provident fund under its management, an account on behalf of a fund, and an account of a portfolio manager on behalf of his 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\*:**

<b>1.</b>	<p><b>The corporation’s controlling shareholder/s is/are:</b></p> <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 hereinunder]. 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; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Sex</th> <th style="width: 15%;">Date of birth / incorporation</th> <th style="width: 30%;">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: 15%;">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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<b>2.</b>	<p><b>Full / partial exemption from filling out the details in paragraph 1</b> [see full details in the subsequent guidelines].</p> <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).  <input type="checkbox"/> A provident fund / provident fund management company.  <input type="checkbox"/> An insurer as defined in the Control of Insurance Business Law.  <input type="checkbox"/> A company traded on the Tel Aviv Stock Exchange.  <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 \_\_\_\_\_