



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

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

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

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

## **ACCOUNT OPENING REQUEST**

We the customers, whose particulars are contained in Section 2 below (the "**Customers**"), hereby request of Bank of Jerusalem Ltd (the "**Bank**") to open and manage for us the account whose number is stipulated above, that will be managed in accordance with and subject to this Request to Open an Account ("**this Request**"), and on the terms set forth in the General Terms and Conditions for Managing an Account Agreement, Version No. \_\_\_\_\_, as revised from time to time, to the extent revised by a notice from the Bank (hereinafter: "General Terms Account Management Agreement" or "Account Opening Agreement", 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"/> <b>Account of an individual (including a corporation)</b>   | <input type="checkbox"/> <b>Account of a minor</b> |
| <input type="checkbox"/> <b>Joint account (including corporations), in which the</b> | <input type="checkbox"/> <b>Account of a ward</b>  |
| <b>authorized signatories are as set forth in paragraph 5 below</b>                  |  |
| <input type="checkbox"/> <b>Trust account</b>  | <input type="checkbox"/> <b>Other</b>              |

#### **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

The right to give instructions and execute acts in the joint account, including in connection with providing consent to transfer information to third parties, 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.

**It is clarified, that the Survivorship clause applies only to the relationship between the Bank and the account holders. The clause does not change the ownership relationship between the joint account holders and themselves or between the account holders and their heirs.**

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

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

### **6. Requested services and applicability of the account opening agreement's provisions**

(a) We request to receive from the Bank the services set forth below, and accordingly we request that the following provisions of the account opening agreement shall apply to us:

\_\_\_\_\_ 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 \*

(b) In addition, we request that, to the extent the Bank agrees to provide us with credit or guarantees and/or agrees to give us service or to perform transactions in securities for us, 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 alongside them in Section 6(a) above, or we approved them in any other way, and actual receipt of credit or guarantees together with signature of this Request, in any way the Bank enables us from time to time, including giving its consent or approval in any of the service channels, shall be deemed our express consent to apply to the engagement between us and the Bank the provisions of Part C of the General Terms and Conditions for Managing an Account Agreement.
- 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 alongside them in Section 6A above, or we approved them in any other way, and execution of any activity in securities together with signature of this Request, in any way the Bank enables us from time to time, including in any of the service channels, shall be deemed our express consent to apply to the engagement between us and the Bank the provisions of Part D of the General Terms and Conditions for Managing an Account Agreement.

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

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

7. We hereby request the Bank to join the service of receiving information and giving instructions through the electronic banking systems in accordance with the electronic channels and at the levels of service marked by us in this Request below, subject to the terms customary at the Bank as set forth in this Request, and to the provisions of the General Terms and Conditions for Managing an Account Agreement, including in accordance and subject to the provisions of chapter E in section A of the General Terms and Conditions for Managing an Account Agreement, as revised from time to time by the Bank, which shall apply to all our operations hereunder, and shall bind us in all respects, and they shall be read all together, as a single unit, consecutively and successively, with all the terms complementing and supplementing each other.

**The communication channel you are interested in:**

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: (1) Internet channels (2) Line and cellular telephony as defined in the table below (1)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>or</b>					
<b>(1) Internet channels:</b> Internet-based communication channels, including the Bank's website, the Bank's app, e-mail, IMS (Instant Messaging System) programs such as WhatsApp, digital and other means which the Bank may add from time to time; use of Internet channels, includes receipt of notices from the Bank via the various channels, including via SMS.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2) Landline and cellular telephony channels</b> Electronic channels based on landline and cellular communications, as they shall be from time to time, including human response, and interactive voice response (IVR), SMS, fax., as well as telephone and digital and other means which the Bank may add from time to time. Landline and cellular telephony channels also include receipt of notices from the Bank via the various electronic channels.	<input type="checkbox"/>	<input type="checkbox"/>	Not possible	Not possible	<input type="checkbox"/>

- Information only:** transfer of any information from the Bank to customers and to authorized signatories on the customers' accounts, including in connection with movements and balances in each of the customers' accounts (**authorization level 1**). Selection of authorization level 1 will not allow you to provide online consent to the granting of third-party online access to financial information regarding the account for the purpose of receiving services from those same third parties and/or from other third parties
- Executing operations between the Customers' accounts only:** authorization to execute transactions and operations in the customers' accounts at the Bank without transfers to a third party (**authorization level 2**). Selection of authorization level 2 on the internet channels will allow you to provide online consent to the granting of third-party online access to financial information regarding the account for the purpose of receiving services from those same third parties and/or from other third parties, and all in accordance with the law and Bank procedures, as these will be from time to time ("**access privileges**"). It is clarified that

selection of authorization level 2 only in landline and cellular telephony channels will not allow you to grant access privileges to third parties as aforesaid.

3. **Executing operations in customers' 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**

For the customer's attention: Marking this section will prevent you from receiving services via communication channels, and receipt of information (excluding receipt of information via telephone human response and viewing information on the website by means of a one-time password). In order to give instructions and/or perform operations in the account, you will be required to come to the branch.

For your attention, checking this square will prevent you from the ability to grant access privileges to third parties.

**A. In addition to the provisions stipulated in the General Terms and Conditions for Managing an Account Agreement, the following provisions will also apply to receipt of instructions by means of the electronic banking system:**

- (1) Without derogating from the generality of the foregoing, the Bank may set limits for receipt of instructions to perform actions in the various communication channels set forth above at its discretion, according to circumstances of the case, and/or to cancel its consent for the customer to perform actions by means of the electronic banking systems, at the Bank's reasonable discretion.
- (2) Without derogating from the provisions of the General Terms and Conditions for Managing an Account Agreement, the Bank may, at its discretion, not perform an instruction received via any of the communication channels, or may perform it partially or approximately, and regarding payment instructions - not perform it, on reasonable grounds, including if a doubt arises regarding the identity of the giver of the instruction or the content thereof, if given other than in accordance with the Bank's procedures or instructions, if there is a concern for abuse, or if given without using a verification element as customary at the Bank, and as allocated to the account owner by the Bank, and for any other reason under the law or as set forth in the General Terms and Conditions for Managing an Account Agreement.
- (3) **Suspension of Means of Payment**  
The customers' consent to join any of the communication channels at any level of service, including Service Level 1 - receipt of information only, will enable them to transfer to the Bank by means of the electronic banking system, as the Bank may allow from time to time, a request to suspend any of their means of payment.
- (4) **Special Provisions Concerning Landline and Cellular Telephony Channels:**
  - (a) The customer's consent to receive services via line and cellular telephony channels constitutes consent at Service Level 4 and includes receipt of information and performance of actions in the customers' accounts, including actions in favor of a third party. Nothing in the aforesaid will obligate the Bank to perform the said instruction if it contravenes the provisions of this Request and of the General Terms and Conditions for Managing an Account Agreement.
  - (b) The customers are entitled to give instructions via landline and cellular telephony channels only to the bank branch where their account is managed and/or to the Bank's telephone service center, and subject to making use only of the current fax/telephone number of the Bank's service center or of that branch, as published on the Bank's website.
  - (c) The customers will be responsible for any instruction given to the Bank by them and/or by an authorized person on their behalf, and they are obligated to ensure that the instruction has been received by the authorized banker at the Bank.
- (5) The customers are entitled to stop receiving all or part of the electronic banking services at any time, by a written notice to the Bank.

**Without derogating from the provisions of the General Terms and Conditions for Opening an Account Agreement, the customers' attention is drawn to the following:**

**In the nature of things, any instruction received via the electronic banking system 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"). Subject to the Bank's liability according to law, the signing of this Request by the account owner or his/her consent thereto 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 communication 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.**

**The customers are obligated to safeguard the vital component, as defined in General Terms and Conditions for Managing an Account Agreement, to notify the Bank immediately if there is concern for loss or theft of the vital component or of abuse of the means of payment, and they shall take all precautions to prevent any abuse of the means of payment, including suspending the use thereof and/or replacing the password for the electronic banking systems.**

**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, or as a result of performance or non-performance of a payment instruction given by them and/ and/or by 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.**

#### **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 to 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.

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



## **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:				
ID/passport/registration no.**	Country	Validity of passport	First name and surname / corporation's name**	Date of birth / incorporation	Sex

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.

	<hr/> Date	<hr/> Signature of account holder/ account opener / corporation
*	<b>“Beneficiary”</b> : 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 ( <b>“controlling shareholders”</b> : 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>	<b>The corporation's controlling shareholder/s is/are:</b>  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.																								
	<table border="1" style="width: 100%;"> <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.																		
Sex	Date of birth / incorporation	First name and surname / corporation's name	Passport's expiry	Country	ID / passport / registration no.																				
<b>2.</b>	<b>Full / partial exemption from filling out the details in paragraph 1</b> [see full details in the subsequent guidelines].  (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. (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. (c) If a controlling shareholder is a public institution – only the name of the public institution in paragraph 1 shall be filled out.  <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 _____																								

**(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  (1) In the case of a private company which	<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  (2) Required as an alternative or in addition to the
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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.	declaration of a corporation that is privately owned and in accordance with the guidelines hereunder
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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 in each of the electronic channels which we have joined under this Request, as well as by any technological or digital method including:  
By the Bank's website, by facsimile, automatic dialing system, e-mail, chat, WhatsApp, or SMS, or in any other way, as the Bank may allow from time to time SMS.
- ☐ We do not wish to receive advertising material from the Bank.

### **Confirmation and signature of the customer**

My/our signature on this application constitutes a sample signature and confirmation as follows: (1) correctness and veracity of all the data detailed in this application, including the statements and instructions detailed therein; (2) receiving a reasonable opportunity to review the terms and instructions of this application and the Account Opening Agreement, Edition \_\_\_\_\_, (3) our signature on the Account Opening Agreement, (4) our express consent to all the terms and instructions of this application and all relevant provisions in the Account Opening Agreement, Edition \_\_\_\_\_ which we will be subject to, (5) receiving a copy of this request and of the Account Opening Agreement, (6) receiving a reasonable opportunity to review the Bank's rates at the website address: [WWW.BANKJERUSALEM.CO.IL/OTHERS/COMMISSIONS-RATES](http://WWW.BANKJERUSALEM.CO.IL/OTHERS/COMMISSIONS-RATES), (7) receiving a copy of the shortened **Charge Sheet For a Current Account** and its appendices in the personal area of the Bank's website (in the envelope icon/INBOX)

### **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 (relevant to submitting a request only at the branch.</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 Israel 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/confirmation of the customer:**

\_\_\_\_\_  
\_\_\_\_\_

**Confirmation of the Bank's official (relevant to submitting a Request only at the branch)**

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 \_\_\_\_\_