

GENERAL CONDITIONS FOR OPERATING AN ACCOUNT

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The Customer hereby confirms and agrees that:

1. Introduction

- 1.1. This document specifies the terms and conditions that shall apply to any activity in the Account.
- 1.2. In this document, unless the context prescribes otherwise, anything stated in the singular includes the plural and vice versa, and anything stated in the masculine gender includes the feminine gender and vice versa.
- 1.3. The section headings are for the reader's convenience and shall not be used for interpretation.

2. Definitions and Interpretations

Unless otherwise expressly provided, the terms contained in these Terms and Conditions and in each one of the documents comprising the Account Opening Documentation shall have the meaning as set out next to them in **Appendix A**.

3. Opening the Account and General Terms

- 3.1. The Customer hereby requests the Company to open the Account and to operate it on his behalf, and hereby acknowledges that he shall be bound by the provisions of these Terms and Conditions and the rest of the Account Opening Documentation.
- 3.2. The Customer's rights, obligations, and undertakings will not be affected by any event of a Structural Change of the Customer (in the case of an entity), nor a change in his/her Name.
- 3.3. The Customer undertakes to approve and sign any document pertaining to such Areas of Activity or to Channels of Service provided to him by the Company.
- 3.4. Without derogating from the provisions of Clause 19 below, the Company may, subject to any applicable Law and regulation, refrain from approving the Customer request to act in any additional Area of Activity or any Channel of Service.
- 3.5. The Customer may instruct the Company to execute Transactions only within the framework of the Areas of Activity and the Channels of Service, and by using the appropriate forms of the Company and without making any changes to them without the approval of the Company.
- 3.6. The Customer undertakes that he will not instruct the Company to execute Transactions unless the conditions for honoring such instructions have been fulfilled, as provided in the Account Opening Documentation.

4. Authorizations for the Account

- 4.1. Anyone whose name is specified in the Account Opening Documentation as being authorized to represent the Customer and to act on its behalf, or any person appointed by means of an originally signed power of attorney or a photocopy thereof, duly authenticated, accepted by the Company, shall be referred to as a "**Authorized Person**" and may act on the Customer's behalf with respect to any matter, unless if the Customer explicitly notifies the Company otherwise, all as forth hereunder (hereinafter: "**Authorization for the Account**"). For the avoidance of doubt, the effectiveness of the power of attorney is subject to the approval and satisfaction of the Company, which may be contingent upon the receipt of additional documents and/or original copies thereof, and the Company may, at its sole discretion and for any reasonable reason, not accept any such power of attorney.
- 4.2. The Customer undertakes to provide the Company with any documents as shall be reasonably requested by the Company with respect to any authorization to act on his behalf.
- 4.3. The Customer undertakes to fully cooperate with any and all requests of the Company with regard to any Transaction or in connection with the Account, and the Company may condition

the execution of any transaction on receiving additional approvals.

- 4.4. The Customer's liability and indemnification obligations set out hereunder towards the Company will not be affected in any manner by the appointment of any Authorized Person and such Authorized Person's actions, including with respect to the execution of any Transaction.
- 4.5. If conflicting instructions have been given to the Company by different Authorized Persons, the Company may refrain from acting on such instructions.
- 4.6. The Customer will notify the Company immediately if becomes known to me that any of the Authorized Persons above has passed away or in the event of revoking such Authorized Person's authorization to act on the Customer's behalf. Each Authorization for the Account, including any change in any of its terms, shall enter into force when approved by the Company. Any revocation of an Authorization for the Account shall enter into force within a reasonable time from the time all the documents relevant to the revocation of the Authorization for the Account were received by the Company. The Authorization for the Account shall lapse whenever the Law deems it compulsory (for example in case of death, winding-up, bankruptcy, incompetence etc.), and the provisions herein will apply with all the necessary changes.
- 4.7. Any Authorization for the Account may be revoked or changed by the Customer and by the relevant Authorized Person, at any time, or any change in any of its terms ("**Change in Authorization**") shall be effected by providing the Company with a written notification or by delivering an amended power of attorney, as the case may be, which will clarify the nature of the revocation or the change, all in form to the satisfaction of the Company. At its sole discretion, the Company may require the Customer to provide it with additional documents, as may be the case.
- 4.8. The Company will not be responsible for having executed any instruction or for having honored any Transaction in accordance with any Authorization for the Account, as it was prior to the desire to complete such a Change in Authorization.
- 4.9. The Customer undertakes to notify each relevant Authorized Person in the event of any Change in Authorization.

5. **Crediting and Debiting the Account**

- 5.1. Subject to any Law, any deposit made to the credit of the Account, shall be recorded by the Company to the credit of the Account, and any amount credited as aforesaid, shall remain in such Account unless and until an express instruction is provided by the Client or an Authorized Person, to transfer such amounts.

6. **Debit Card**

- 6.1. The Company may make it available for the Customer to subscribe to an arrangement as shall be customary at the Company at such time, for receiving a Debit Card either issued by the Company or by a third-party, at the Company's sole discretion (respectively, the: "**Card**" and "**Company's Arrangement**").
- 6.2. The Company may approve such subscription request, and if it does so, the subscription to the Company's Arrangement shall be conditional upon the Customer's compliance with the terms and conditions as may be agreed between the Customer and the Company and to the Company's satisfaction.
- 6.3. In the event that the Card will be issued by a third-party, it is clarified that the subscription to the Company's Arrangement is also subject to the condition that beforehand the Customer subscribes to a suitable arrangement with the company with whom the Company has made a

suitable arrangement with for the purpose of issuing the Card. In addition it is clarified that the Company will be entitled to debit or credit the Account in accordance with transactions and fees associated with such third party issued Card.

- 6.4. The Customer hereby acknowledges and agrees that in any event of Indebtedness, in addition to the terms set forth in Section 28 hereunder, the Company will be entitled to claim such Indebtedness (or part thereof) by directly charging the Card in the applicable Indebtedness amount.

7. **Limitation to the Withdrawal from Account**

- 7.1. The right to withdraw funds from the Account is subject, *inter alia*, to there being a Balance Available for Withdrawal at the time of withdrawal, and the Company is not obliged to honor a Debit Instruction if there is no Balance Available for Withdrawal in the amount sufficient for honoring such Debit Instruction.

8. **Refusal To Execute Transactions**

- 8.1. The Company has the right to not honor any instruction to execute any Transaction (an "**Instruction**"), either by means of deferring or delaying its execution, retracting its consent to execute such Transaction, or executing same in part only, as the case may be, including, without limitation, in each of the following events:

- 8.1.1. If the Instruction was given contrary to the instructions or the guidelines of any competent authorities in Israel or any Law.
- 8.1.2. If the Instruction is unclear or not sufficiently intelligible to the Company.
- 8.1.3. If the Company is of the opinion, at its sole discretion, that the execution of such Instruction may expose the Company to any unreasonable risk or to affect its rights.
- 8.1.4. If the Instruction is not given as in the application form as aforesaid or in the Company's usual way or by using the forms of the Company, as will be at such time.
- 8.1.5. If the Instruction reaches the Company after the time fixed for the delivery or execution thereof.
- 8.1.6. If the execution of the Instruction involves the debiting of any Account and the status of such Account precludes it from being so debited, including by reason of the Balance Available for Withdrawal being insufficient for the execution of the Transaction.
- 8.1.7. If the Instruction was not given by the Account Holder or an Authorized Person thereof.
- 8.1.8. Whenever the Company requires any additional approval to its satisfaction for the execution of an Instruction and such approval has not been received by the Company.

- 8.2. Without derogating from the provisions of Clause 8.1 above, the Company may refuse to execute Payment Transactions for any reasonable reasons, in which case the Company will issue a notification accordingly within a reasonable time, proving information regarding the circumstances and the reasons for its refusal, and means of resolutions. Notwithstanding the foregoing, the Company may refrain from informing the Customer of the reasons for its refusal if it considered, at its sole discretion, that providing such detail is liable to defeat the purpose for which the refusal was required.

9. **Cancellation of a Payment Instruction**

- 9.1. A Payment Instruction may be cancelled or revoked by giving notice to the Company no later

than the Last Time for Receiving Instructions for the Execution of Transactions (as defined in Clause 11 below) or no later than an earlier time according to times published by the Company from time to time on the website of the Company or by any other mode of presentation, subject to any Law, provided that the Company can stop the execution of the relevant Payment Instruction, subject to, *inter alia*, reasonable technological limitations that are applicable in the circumstances of the matter.

- 9.2. Notwithstanding the foregoing and subject to the provisions of any Law:
- 9.2.1. Instructions for execution at a future date may be cancelled at any time by delivering advance notice to the Company, all as not otherwise prescribed by the Company or according to the provisions of any Law.
- 9.2.2. Instructions for immediate execution or given in the framework of a secured Payment Transaction, may not be cancelled or changed.

10. Freezing the Use of a Means of Payment

- 10.1. The Customer may, at any time, request the Company to implement a Freezing of the Use of any of the Means of Payment that were issued and/or that may be issued to the Customer by the Company, for any period that shall not exceed 14 days, by providing the Company with a form of notification, as shall be in effect at such time. Notwithstanding the foregoing, the Company may allow, at its sole discretion, for the Freezing of the Use of a Means of Payment for a period longer than 14 days, and until the Customer provides it with further instructions. Once the respective period of the Freezing of the Use of the Means of Payment comes to an end the freeze shall come to an end, all as provided in the Customer aforesaid request, and the Company shall bear no responsibility in connection with the freeze coming to an end.
- 10.2. The Company may freeze the Customer's right to make use of any of the Means of Payment, if it is required to do so in accordance with the provisions of any Law or for other reasonable reasons, and for as long as such reasons exist. Without derogating from the generality of the foregoing, the following reasons, *inter alia*, are hereby deemed to be reasonable reasons:
- 10.2.1. A reasonable concern affecting the security of the Means of Payment or the Misuse of such;
- 10.2.2. A reasonable concern that the Means of Payment is liable to serve for the purpose of committing an offence or to cause the Company to be in breach of a provision of Law;
- 10.2.3. A reasonable concern that the Customer will not fulfil its obligations towards the Company;
- 10.2.4. In case of any malfunction, disruption, breakdown or inquiry in connection with the use of the Means of Payment and also in other circumstances over which the Company had no control; or
- 10.2.5. In any other case which, at the sole discretion of the Company, the continued use of the Means of Payment is liable to cause damage to the Client or to the Company.
- 10.3. In any event of Freezing of the Use of any Means of Payment by the Company, the Company will provide the Customer with a notification of such freezing, specifying the reasons for such freezing, unless if the Company is of the opinion that giving the notice or specifying the reasons as aforesaid, as the case may be, will defeat the purpose for which the freeze is required.

11. Times for Receiving Instructions and for the Execution of Transactions

- 11.1. Any Instructions that are provided by the Account Holder, or an Authorized Person on its behalf, or received by the Company after the end of the Business Day or after an earlier time

as may be determined by the Company from time to time as the latest time for receiving instructions for the execution of Transactions (the "**Last Time for Receiving Instructions**"), shall be deemed to have been received by the Company on the next Business Day.

- 11.2. The determination of the Company regarding the Last Time for Receiving Instructions may differ as the case may be, including with respect to the branch locations, time zones, relevant department and subject matter, the Means of Communication, and according to the Areas of Activity, different types of services or Channels of Service, and it will be displayed on the website of the Company and/or in any other way which the Company may be permitted to and choose to display.
- 11.3. An Instruction which is received by the Company on a day which is not a Business Day, as applicable, will be posted to the Account on the first Business Day, as applicable, following the day on which the Instruction was given, as aforesaid.
- 11.4. Subject to the provisions of these Terms and Conditions, whenever it is incumbent on the Company to credit the Account with amounts which are due or which become due to at any time and from time to time, including by means of a Payment Instruction or by any other Instruction given to the Company by the Customer, the Company will credit the Account with such sums on the Business Day on which the funds were received by the Company, or at such later time as may be agreed upon between the Customer and the Company (the "**Time Intended for Crediting the Account**").
- 11.5. Notwithstanding the foregoing, it is hereby acknowledged by the Customer that in reasonable circumstances which justify so doing, the actual time of crediting the Account may occur later than the Time Intended for Crediting the Account, provided that the Company credits the Account as early as possible after such circumstances have ceased to exist. Without derogating from the generality of the foregoing, the time of crediting may occur at a later time, *inter alia*, in any one of the following cases:
 - 11.5.1. If the Company is prevented by Law or applicable regulations or the accepted practice from posting the credit at the Time Intended for Crediting the Account.
 - 11.5.2. If the delay is caused as a result of constraints in connection with special characteristics in connection with the nature of the instruction given to credit the Account (e.g., where the Account is credited with amounts in foreign currency).
 - 11.5.3. If the instruction to credit the Account is unclear or is not sufficiently intelligible to the Company or if there is a misstatement or discrepancy or error in the instruction received by the Company to credit the Account.

12. **Responsibility for Defects in the Execution of Payment Transactions**

- 12.1. In the event of notification provided by the Customer regarding any defect in the execution of a Payment Transaction, the Company hereby undertakes to investigate such claim and inform the Customer of the result of such investigation within a reasonable time frame, considering the circumstances of the case. Should the Company discover, through the aforementioned investigation or any other means, that a discrepancy occurred in the processing of a Payment Transaction for which the Company bears responsibility, the Company will promptly rectify the issue upon becoming aware of it; however, should the Company not be at fault for the irregularity in the Payment Transaction, the Company will undertake reasonable efforts to ensure that the other payment services provider responsible for the error corrects it as quickly as possible.
- 12.2. The Company shall not be held liable for any losses or expenses potentially incurred by the

Customer or any third party due to any irregularities in the execution of any Payment Transaction resulting from the Customer's actions or omissions, those of anyone acting on the Customer's behalf, or those of any other payment services provider or payment initiation services provider. Without limiting the scope of this clause, any Payment Transaction processed by the Company based on a Unique Identification Code for a Payment Transaction that the Customer provided to the Company, whether submitted alone or in conjunction with other details, shall be considered a transaction executed by the Company as required regarding the beneficiary's identity in the Payment Instruction. The Company will not be responsible for any potential damages the Customer may suffer, and the Customer shall reimburse, protect and indemnify the Company from any harm, loss, or expense of any nature, whether direct or indirect, anticipated or unforeseen, that the Company may incur due to any demand, assertion, or claim from any third party. This applies to cases where the Company either did not execute the Payment Transaction or executed it with errors, provided that such non-execution or errors were caused by the Company's reliance on an incorrect unique identification code that the Customer supplied to the Company.

- 12.3. Without derogating from the foregoing, the Company will make reasonable attempts to restore any funds transferred from the Account as part of a Payment Transaction execution, to the extent they the Customer re transferred, based on an incorrect Unique Identification Code provided by the Customer to the Company. If such funds cannot be returned, the Company will, following the Client's request, share any information it possesses, if available and permissible to disclose, regarding the Payment Transaction executed based on the erroneous unique identification code mentioned above, which might aid in recovering the funds.

13. **Theft or Loss of an Essential Component or Misuse of Means of Payment**

In the event of theft or loss of an Essential Component in a Means of Payment issued or potentially issued to me by the Company, or any Misuse of a Means of Payment by an unauthorized person (hereafter in this clause, the "**Loss**"), the following shall apply:

- 13.1. The Customer will promptly notify the Company of any Loss through verbal, telephonic, written, or other Company-approved means, providing Company-required details including Loss circumstances, Payment Transactions executed during Means of Payment Misuse, and any incurred damage (if any).
- 13.2. The Customer will take reasonable steps to mitigate damage and provide written notice if required by the Company within a reasonable timeframe. Following such notification, the Customer shall not be liable for subsequent Misuse of the Means of Payment. The Company shall not be liable to the Customer or third parties for post-notification actions taken in good faith and without negligence.
- 13.3. The Company may debit the Account for any Payment Transaction effected with a Means of Payment for which the notice was given, carried out between the time when the Customer became aware of the Loss, until the time when the notice was given, according to the lower of these two amounts:
- 13.3.1. A fixed sum of NIS 75, plus NIS 30 for each day between when the Customer became aware of the Loss and when the notice was given. However, if the notice was given within 30 days of the first Misuse of Means of Payment, the debited amount shall not exceed NIS 450.
- 13.3.2. The amount of Payment Transactions carried out during the period of Misuse.
- The amounts specified above may be changed by order of the Minister for Justice, and in such

cases, the updated amounts shall apply.

13.4. Notwithstanding the provisions of this clause, the limitation of the Customer liability shall not apply in any of the following circumstances:

13.4.1. The Essential Component of the Means of Payment was made available to another person under non-reasonable circumstances.

13.4.2. If the Customer, or anyone on its behalf, has acted with fraudulent intent or negligence.

14. Fees, Commissions, Charges and Expenses

Subject to any Laws and Company of Israel regulations:

14.1. The Customer undertakes to pay the Company fees, commissions, and charges for the various Company Services as specified in the Company's Scale of Charges or as mutually agreed otherwise. Additionally, the Customer will reimburse the Company for all expenses incurred by the Company in providing these services. All payments shall be made within the time frame set for such payment or upon the Company's first written demand.

14.2. The Company may, at any time and at its discretion, alter tariffs, names, or timing of fees, commissions, charges, and expenses, introduce new ones, combine them, or change the Company's Scale of Charges structure and content. When a fee, commission, or charge is determined by the Company's Scale of Charges, it will be based on the new relevant item and chapter, regardless of previous classification.

14.3. Reasonable legal proceeding expenses will be charged as per Law. Legal fees will be as determined by court or Execution Office decisions, or as agreed with the Customer in writing. In execution proceedings without determined legal fees, the Company may charge minimum legal fees as per Section 81 of the Chamber of Advocates Law, 5721-1961.

15. Foreign Currency Transactions

15.1. The Company may allow the Customer to execute certain transactions in a Foreign Currency, including selling and purchasing a Foreign Currency, based on the Company's Customary Selling Rate or the Company's Customary Buying Rate, as the case may be.

15.2. For the avoidance of doubt, it is hereby clarified that any such transaction is subject to the terms of the Account Opening documentation and the Customer's Balance Available for Withdrawal.

16. Indemnity

16.1. The Customer will indemnify, reimburse, and compensate the Company for any sustained losses (encompassing claims or demands pertaining to environmental safeguarding and public health concerns), and for justifiable expenses incurred or potentially owed by the Company (including remuneration for engaged legal counsel and specialists), subject to applicable Law, resulting from:

16.1.1. Any legal actions, claims, or proceedings brought against the Company by any party, in Israel or abroad, relating to the Account, Account Transactions, Account Company Services or associated matters, assets contained therein or any other assets with rights pledged to the Company;

16.1.2. Any legal actions, claims, or proceedings the Company considers essential to initiate against any party, in Israel or abroad, concerning the Account, Account Transactions, Account Company Services or associated matters, assets contained therein or any other assets with rights pledged to the Company; or

- 16.1.3. Any legal actions, claims, or proceedings implicating the Company in disputes between the Customer and any third party.
- 16.2. Without diminishing the foregoing, it is explicitly stated that in legal proceedings before a judicial body or other authoritative entity where the Company is an active participant, the Company's entitlement to litigation expenses shall be in accordance with the stipulations in Clause 14.3 above.
- 17. Exemption from Liability in Certain Circumstances**
- 17.1. Without derogating from the provisions of any Law or other stipulations in the Account Opening Documentation and Further Conditions, including Clause 12 of these Terms and Conditions:
- 17.1.1. The Company shall be exempt from liability for any damages, losses, expenses, and payments the Customer may incur:
- 17.1.1.1. As a direct consequence of circumstances beyond the Company's control, during the occurrence of said circumstances, provided the Company takes reasonable measures to fulfill its obligations;
- 17.1.1.2. Resulting from the Company's reasonable use of various Means of Communication or transport, such as mail, telephone, telex, facsimile, or any other public or private communication or transport method, and from any delays, misunderstandings, destructions, or malfunctions arising from such use, except where the Company's negligence caused the aforementioned damages, losses, expenses, and payments.
- 17.2. The Company shall be exempt from all duties of a Bill holder (and similar duties for non-Bill holders) regarding Bills the Customer has signed, endorsed, or guaranteed, including presentment for payment or acceptance, protest, and sending dishonor notices. The Customer's obligations from its signature, endorsement, or guarantee remain in force even if the Company doesn't fulfill these holder duties. The Company may send Bills for collection or return them to the Customer as it sees fit. The Company may refrain from clearing Cheques with technical defects or that are stale. The Customer is responsible for any defects in such presented Cheques and resulting consequences.
- 17.3. Without limiting the Company's rights under any Law, the Company may investigate matters related to Bills deposited by the Customer, including contacting the Israeli Police, and exchange information during such inquiries. The Company may also surrender any apparently forged Bill to the Israel Police or other competent authority without returning it to the Customer and debit the Account if it was credited for that Bill.
- 17.4. The Company isn't responsible for any loss, theft, destruction, or defacement of Bills, or collection delays, unless caused by its negligence. In such cases, the Company may reverse the credit for the Bills retroactively from the credit date. The Customer will bear any Company expenses for exchange rate differences and reasonable expenses of the Company and correspondent Companies incurred in remitting and handling Bill collection, and the Company may debit the Account accordingly. However, if Bills the Customer re delivered to the Company for collection, the Company is responsible for their loss, theft, destruction, defacement, or collection delays, unless caused by unforeseeable circumstances whose consequences the Company couldn't prevent.
- 18. Retention, Lien and Set-Off**
- 18.1. **Definitions.**

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

- 18.1.1. **“Anticipatory Breach”** – in relation to any Indebtedness, if the Customer manifests its intention not to perform the Indebtedness in full as and when due or if it becomes likely in the circumstances that the Customer will be unable or unwilling to perform same, as set forth in Section 17 of the Contracts (Remedies for Breach of Contract) Law, 5731-1971.
- 18.1.2. **“Assets”** – all of the monies which the Customer is entitled to receive from the Company, subject to any Law, irrespective of whether such assets the Customer re deposited (or the Customer is entitled thereto) in the Account or any other account of the Customer, and even if any other account as aforesaid is maintained in the Customer’s name together with others.
- 18.1.3. **“Future Indebtedness”** – any Indebtedness the maturity date of which is in the future in relation to which any of the Customer’s obligations or representations towards the Company the Customer re breached by the Customer or that there occurred an Anticipatory Breach in connection therewith or that there is a reasonable concern of there being a breach thereof by the Customer (even if such concern does not constitute an Anticipatory Breach).
- 18.1.4. **“Existing Indebtedness”** – any Indebtedness the maturity date of which has fallen due, including by reason of the rendering thereof immediately payable by the Company.

18.2. **The Company’s Right of Retention.**

- 18.2.1. The Company retains the authority to defer the withdrawal or possession of any Assets until the complete fulfillment of all of the Customer’s Indebtedness, whether conditional or unconditional, including Existing Indebtedness and Future Indebtedness, subject to any applicable Law. This right of retention is comprehensive and applies to all or part of the Assets, regardless of whether the Assets are in the same currency as any Indebtedness. If the Asset subject to retention is divisible, the Company will exercise this right while maintaining a reasonable proportion between the Asset’s value and the corresponding Indebtedness.
- 18.2.2. The Company may hold the Assets until all Indebtedness is fully discharged or repaid. Until such time, the Customer is prohibited from taking possession, disposing of, or dealing with the Assets without the Company’s prior written consent. The Company shall notify the Customer upon exercising this right of retention.

18.3. **The Company’s Right of Lien.**

- 18.3.1. The Company possesses a right of lien on any Assets, in whole or in part, in accordance with any Law or agreement, to secure the payment of any Indebtedness, whether conditional or unconditional, including Existing Indebtedness and Future Indebtedness. This right of lien is comprehensive and applies to all or part of the Assets, regardless of whether the Assets are in the same currency as any Indebtedness. If the Asset subject to the lien is divisible, the Company will exercise this right while maintaining a reasonable proportion between the Asset’s value and the corresponding Indebtedness. The Company may retain possession of the Assets until all Indebtedness is fully discharged or repaid. Until such time, the Customer is prohibited from taking possession, disposing of, or dealing with the Assets without the Company’s prior written consent. The Company

shall notify the Customer upon exercising such right.

18.4. The Company's Right of Set-Off.

18.4.1. The Company has the right to set off the Assets or their proceeds, in whole or in part, against any Indebtedness, whether conditional or unconditional, including Existing Indebtedness and Future Indebtedness, provided that, for Future Indebtedness, there is cause pursuant to the Account Opening Documentation or Further Conditions to render such Indebtedness immediately repayable. This right of set-off is comprehensive and applies to all or part of the Assets, regardless of whether there is a direct connection between the Assets and the Indebtedness, and irrespective of whether they are in Israeli currency or Foreign Currency, and even if they are not in the same currency.

18.4.2. To exercise the right of set-off, the Company may sell the Assets or convert them into cash and apply the Assets or their proceeds to discharge any Indebtedness, all at the Customer's expense. The Customer irrevocably authorizes the Company to utilize this right of set-off and to take any necessary action to exercise it.

18.4.3. When the Company exercises the right of set-off to repay any Future Indebtedness, such Indebtedness shall be deemed immediately payable. The set-off shall be affected in accordance with the Account Opening Documentation and Further Documentation regarding the collection of additional amounts when Indebtedness is rendered immediately payable (interest, expenses, fees, commissions, and charges, including prepayment fees).

18.4.4. Subject to any Law, the Company may debit the Account with any amount during the exercise of the right of set-off, irrespective of whether there is a Balance Available for Withdrawal. If no Balance Available for Withdrawal exists, the Company may debit any other Account or any other account maintained at the Company on the Customer's behalf, including accounts maintained jointly with others, with the amount required for the set-off. The Company shall notify the Customer of the exercise of the right of set-off within a reasonable time and in accordance with any Law.

18.5. Damages and Costs Following the Exercise of the Company's Right of Set-Off.

18.5.1. Upon the Company's exercise of the right of set-off to repay any Existing or Future Indebtedness, the Customer will bear all resulting damages and costs, including prepayment fees for Future Indebtedness deemed immediately payable by the Company. Additionally, The Customer shall pay the Company all other expenses, fees, commissions, charges, and payments current at the Company at the time of the set-off exercise. If the Company exercises the right of set-off using any Assets or their countervalue with an unfulfilled obligation towards the Customer, the Customer will bear all resulting damages and costs affecting the Customer's rights in connection with the Assets or their countervalue, such as principal reduction, denial of interest, linkage differences, exchange rate differences, bonuses, or loans, and tax exemptions or deductions.

18.6. Right of the Account Holder to Receive Monies

18.6.1. The Customer's right to receive from the Company any monies, rights, or Assets due to it from the Company, whether in the Account or any other account, regardless of account ownership, is conditional upon the performance of any Indebtedness to the Company and subject to the Company's rights of retention, lien, and set-off as

detailed above. The Company may, at its discretion, provide the Customer with monies, rights, and Assets before any Indebtedness performance, but this decision shall not impose any future obligation on the Company, and shall be considered a one-off agreement.

18.7. Nothing in this Clause 18 shall derogate from the provisions of Clause 8.1 and Clause 28.

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

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

19.1.1. If the Company has reasonable cause to decide not to maintain a Current Account for the Customer;

19.1.2. If the Customer does not provide the Company, in spite of its demand, with documents regarding the nature and substance of the Customer's Transactions for the Account, provided that the Company gives the Customer notice thereof a reasonable time in advance (except if such notice is liable to affect its rights);

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

19.1.4. If for the purpose of carrying on the Customer's activity from which the Transactions for the Account are derived, special licensing is required, and the Customer does not have such licensing; or

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

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

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

- 19.3.1. If the Customer's activity in the Account may cause considerable or unreasonable damage to the Company;
- 19.3.2. If the Company finds that the activity in the Account or the continuation thereof may be used for committing an offence or to cause the Company to be in breach of a provision of Law.
- 19.4. The Customer may request on its own initiative to close the Account at any time, in which case the Company shall act to close the Account within 5 Business Days from the day on which it completed the operations required to close the Account and that includes executing the operations as provided and as set forth herein.
- 19.5. The Company may make the closing of the Account conditional upon there being no impediment under any Law from doing so and on the execution of the following operations:
 - 19.5.1. Discharge of all of the obligations on account of debit cards issued by the Company to the Customer, should any have been issued;
 - 19.5.2. Settlement of the obligations to third parties which the Company assumed for the account of the Customer;
 - 19.5.3. Receipt of notice from each one of the Account Holders, which shall be given by each one of the Means of Communication, not to use any undrawn Cheque Forms, if there are any in the possession of any of the Account Holders;
 - 19.5.4. All of the Customer's obligations to the Company are covered; and/or
 - 19.5.5. The signing by the Account Holders, all or some of them, of a document of identification in cases where a reasonable concern arose as to the identity of the party submitting the request to close the Account.

20. Prohibited Activity and Information According to Law

- 20.1. In this Clause 20 the terms – “Beneficiary” and “Control” shall have the meaning given to them in the Prohibition on Money Laundering Law, 5760-2000.
- 20.2. As part of the process of opening the Account, the Company will check the Customer's identity and the identity of the Authorized Persons, will require that each such person make a declaration whether he is acting for himself or for others and will record and ascertain the particulars of the identity of the Beneficiaries in the Account and the parties exercising Control over the Customer, if there are any. The Company will exercise due diligence in the framework of which the Customer will be required to respond to various subjects including relevant provisions of Law and regulation, among which are: The purpose of opening the Account, the nature of the Customer's pursuits, the Customer's connection to the country and the Branch of the Account, the type of anticipated activity in the Account and the frequency thereof, the sources of the capital to be deposited in the Account and a description of the activity from which the said capital will be derived (or was derived in the past). Also, the Company may check whether an application to open and operate an account which the Customer submitted to any other Company was rejected. The Company may prevent the opening of the Account in cases where it does not receive from the Customer satisfactory explanations. The Company may require from the Customer, from time to time, additional information on the subjects set forth above as well as about the ownership over the Customer and about the nature of the Account and the activity therein, to characterize the activity to be transacted in the Account from time to time and to check the activity in the Account and the degree to which it conforms to the information which the Customer gave the Company, all of which in order to ascertain the degree to which the activity transacted in the Account conforms to the information which

the Company has about the Customer, both with respect to the Customer's business profile and the sources of finance. Furthermore, the Company may require of the Customer documents which authenticate transactions executed by the Customer or information which the Customer gave to the Company and to require of the Customer to sign documents or declarations to the effect that the monies in the Account have been declared.

- 20.3. Should the Company have reasonable grounds to assume that there is no conformity between the activity in the Account and the information which the Customer gave to the Company or that there is a concern as to activity in the Account being prohibited from the point of view of the prohibition on money laundering and the financing of terrorism, from any criminal or other administrative aspect or according to any Law, the Company may refrain from approving any Transaction for the Account, may require explanations and various documents, including documents testifying to the origin of any amount received and subject to the provisions of Clause 19 above, may even close the Account.
- 20.4. The Customer represents and warrants that all of the particulars notified by the Customer to the Company when the Account was opened and contained in the Account Opening Documentation, are correct and precise. the Customer shall notify the Company immediately and in writing of any change in any of the particulars notified by the Customer and which appear in the Account Opening Documentation (including the passport number of the Account Holder or of any of the Authorized Persons or the controlling parties or those connected to any of them), and until notified as aforesaid the change is not binding on the Company.
- 20.5. The Customer shall provide the Company with identification particulars as required under any Law including as required under the Cheques Without Cover Law and the Prohibition on Money Laundering Law, 5760-2000. Among other things, the Customer shall present to the Company and deposit with the Company a true photocopy of the Customer's identification documents. A foreign resident will present an additional identifying document and will deposit a photocopy thereof. Each one of the Authorized Persons will present his identification documents and will deposit a photocopy. A holder of a power of attorney will present, in addition, identification documents of the party granting the power of attorney and will deposit a photocopy thereof. The Company may require notarial or consular verification and confirmation pursuant to the Implementation of the Hague Convention (Abolishment of Legalization of Foreign Public Documents) Regulations, 5737-1977.
- 20.6. If the identity of a person the number of whose passport has changed has not been proven to the satisfaction of the Company (and the number of his previous passport served to identify him including as part of the process of opening the Account and including for the purpose of identifying him as the holder of a power of attorney), the Company may refuse to accept from such person any instruction for the execution of Transactions for the Account or may cancel the Debit Card linked to the Account which was issued for use by such person.

21. Transfer of Rights and Obligations

The Customer may not endorse, transfer, assign or charge to any third party any of the Customer's rights and obligations pursuant to the Account Opening Documentation or pursuant to the Further Conditions, without obtaining the prior written consent of the Company.

22. Communication of Information and the Use Thereof and Notice of Privacy

Information that the Company has requested or may request of the Customer from time to time as set forth in any of the Account Opening Documentation and the Further Conditions,

and communicated by the Customer to the Company may also become part of information that the Company may receive from others. The conditions which shall apply, subject to any Law, with regard to any such information and the use thereof are as follows:

- 22.1. Unless otherwise specified in any of the Account Opening Documentation and in the Further Conditions, including in connection with technological services that are or will be made available by the Company, the Customer is not obliged by Law to communicate information which may be requested of it and the communication of information is dependent on the Customer's willingness and consent. By the same token, if the full particulars requested, which are required for the purposes specified below, are not received, it is possible that the Company will not provide the Customer with services. Apart from the information set forth in Clause 20 above, there may be additional particulars which the Customer may be obliged to communicate, or which the Company is obliged to receive, pursuant to the provisions of Law or Company of Israel regulations. The aforesaid and the following constitute notice by the Company in accordance with Section 11 of the Protection of Privacy Law, 5741- 1981.
- 22.2. Together with the information about the Customer that is received from it, information will also be collected in the course of the provision of the services to which the Customer is a party and in addition information will be received from third parties such as authorities, authorized bodies, external data pools and overt sources.
- 22.3. All the particulars which the Customer has communicated, which the Customer may communicate and/or which the Company may have (including information about the Customer other accounts with the Company) may be stored in data pools of the Company or of parties acting on its behalf or of parties that may supply the Company from time to time with computer services, data processing services, information security services or any other service for the purpose of providing Company Services or for the purpose of maintaining the Account or for the purpose of maintaining a relationship between the Customer and the Company.
- 22.4. The Company may process, use and characterize the information communicated by the Customer and information about the Customer's activities, including through automatic artificial intelligence systems for the adoption of resolutions in as much as use is made of such systems, including anyone acting on its behalf. The products of the information processed by the Company may serve to offer the Customer various products or services that the Company estimates that the Customer may need or be interested in, from time to time, and as specified below.
- 22.5. In as much as the Company makes use of websites of applications or other digital platforms, the use thereof and the use of the services offered by the Company by means thereof is liable to be subject to further provisions regarding the collection and use of the information according to the kind of service and the conditions thereof, including the privacy policy applicable to the use of the digital services of the Company displayed on the website of the Company, which shall apply in addition to the provisions set forth in this clause.
- 22.6. The Company is aided by software and additional technological tools (the "**Technological Collection Tools**"), as the Company sees fit from time to time, for the current operation of the Company Services, for the verification of customers' particulars, and in order to collect and characterize various statistical data about the Customer and about the way in which the Company Services are used, the operations carried out with them and through them, preferences of use, adapting services and products or personal needs of customers, adjusting and focusing publicity and marketing content in accordance with the information and data collected and processed as aforesaid, and including crosschecking all such data against other

uses by the Customer of Company Services and other platforms supplied by or through the Company (Including connecting between data collected by the Company and data on platforms of third parties, in accordance with the conditions of use of the third parties and in accordance with Law), irrespective of whether by direct operations *vis à vis* the Company at the branches, in the course of operating the Customer account *vis à vis* on line and other digital operations through sites or additional applications of the Company.

- 22.7. The Company employs technological tools and statistical services and the publicity of third-party companies, in accordance with the conditions of use and privacy of such third parties, as set forth in the privacy policy of the Company applicable to the use of the Company's digital services or in the terms of use of the product or the service.
- 22.8. The Company employs from time to time the use of Technological Collection Tools, including cookie files and SDK files that collect the relevant information, including when using the website and applications of the Company and that includes with respect to any IP address, domain name and point of access, location of the tool, time of login and other digital parameters as the well as additional relevant details pertaining to the length of time spent on the site or a particular page, the manner of surfing and the operations when surfing – these are required by the Company, *inter alia*, for the purpose of implementing processes of information security and information protection, prevention of fraud, false pretenses, unauthorized use or other misuses of the various Company Services.
- 22.9. Privacy definitions and preferences can be changed with regard to the way in which information is shared in the menu of definitions of the tool of which use is being made and to block in the menu of definitions of the terminal equipment comprehensively or partially the use of Technological Collection Tools and in other authorizations which are suggested by the online and digital services being used by the Customer. In addition, the communication and disclosure of the information can be managed by third parties in accordance with their conditions of use. The same also applies to the exposure of information to the Customer when using the tools of third parties (in accordance with the conditions of use of the third party and the limitations of technology).
- 22.10. The Company may make use of the described technologies and other or alternative technologies as may be in use at the Company from time to time, for similar purposes, including the use of information stored by them for the purpose of identification and characterization according to them. The Company may collect and rely upon the services of third parties.
- 22.11. In the course of using Company Services, links to extraneous pages may appear, including by means of appear as banners to be clicked on or as advertising in any other way in accordance with the latest technology which the Company may use. Activating the links as aforesaid is subject to the conditions of use and the protection of privacy policy of the sites or the services to which the link refers. The Company has no control over or involvement in the conditions of use and the conditions of privacy of the sites or the services as aforesaid or over the way they operate and the risks pertaining to the use thereof. It is recommended to read carefully the conditions of use and privacy of such sites and services before beginning to use them.
- 22.12. In the case that a location-based service is enabled on End-User Equipment, the Company may utilize the location data provided by such service. The location of the terminal equipment is presumably determined through GPS signals, Wi-Fi access points, and cellular antennas, irrespective of whether the Company's applications are active or inactive. Location authorizations may be managed through the configuration settings on the terminal equipment.

- 22.13. The Company will be permitted to send various notifications related to activity within the Company's applications, other updates, and to offer various products or services provided while the notifications service is active on the End-User Equipment. Such notifications, updates or offers will be based on information analyses conducted by the Company as detailed in these Terms and Conditions, the Further Conditions therein, and in compliance with the Law. Notifications service settings can be managed by adjusting the configurations on the End-User Equipment.
- 22.14. The Company may, from time to time, deliver notices and updates, as well as advertising mail, direct mail, and to offer promotions, benefits, special deals, reviews and surveys, whether general or tailored, via electronic mail, SMS, telephone, fax, or other means, in any case in accordance with and subject to the Law. Such communications will be based on the particulars and information about the Customer held by the Company. The Customer may request at any time to cease receiving advertising materials by mail or SMS by notifying the Company, updating the settings in these Terms and Conditions or on the Company's website, or by following the instructions for removal from the mailing list provided in the notices sent by the Company. As such, the Company may use the information collected from the Customer's activity with respect to its Company accounts.
- 22.15. The Company may collect, process and use the information about the Customer for the following purposes:
- 22.15.1. The current operations of the Company.
 - 22.15.2. Assessment of services provision, their scope and the manner in which they are given.
 - 22.15.3. Risk management, including fraud detection, potential misuse of services and information security.
 - 22.15.4. Improving the Company services and developing additional products and services to be offered by the Company.
 - 22.15.5. Analysis of information, segmentation and characterization Customers activity for the purpose of direct mailing and focused advertisement.
 - 22.15.6. Marketing and advertising by various means, according to Law.
 - 22.15.7. Compliance with the Law and applicable foreign laws.
- 22.16. The Company may transmit information related to the Customer, within Israel or outside of Israel, to achieve the abovementioned purposes to the following entities and/or in the following cases in any one of the following instances:
- 22.16.1. To third party service providers of the Company, including IT, operational and communication services, sub-contractors, cloud computing and data processing (the "**Service Providers**") if it is required for the provision of the services of the Service Providers. The Service Providers may hold, store and utilize the information for the provision of their services to the Company.
 - 22.16.2. To any third party to whom the Company is required to disclose, report or transmit the said information by Law, including any foreign law or by any applicable regulations.
 - 22.16.3. To clearing systems of payments, financial assets, and information.
 - 22.16.4. To the Company's counterparties (including intermediators) in transactions or dealings involving the Company.
 - 22.16.5. If the Company or any of its affiliates undergoes a corporate reorganization, merger, or consolidation with another entity, or if the Company's activities are transferred to

another entity, to any such entity receiving the Company's activities.

- 22.16.6. To the Company's assignees including if a pledge is to be placed by the Company or for the purpose of executing a pledge as aforesaid or another type of security.
 - 22.16.7. To any entity or competent authority to which the Company is required to report with respect to foreign securities under the Law or any foreign law.
 - 22.16.8. With the Customer's consent or in compliance of any Law.
 - 22.16.9. To fulfill the operations ordered by the Customer or for administering the Customer's accounts and provided the Company's services.
 - 22.16.10. To the Company's business-associated entities, for above-mentioned purposes and as permitted by any Law for the provision of services, including risk management.
- 22.17. Subject to the provisions of the Law, the Customer or anyone legally authorized by the Customer shall have the right to review any information about the Customer, which is held and controlled by the Company, and may request the Company by a written request to amend or erase such information if it is not correct, complete or accurate.

23. Company Notices

- 23.1. In this Clause 23 a "**Notice**", shall be any notice provided by the Company, including any warning, or the delivery of any of the Account Opening Documentation or any of the Further Conditions and of notices, agreements, undertakings and other documents related to the Account.
- 23.2. The address of the Account shall be as detailed in the Account Opening Documentation, or, subject to the Company's approval, as may be altered by the Customer by a written notice delivered to the Company, subject to the Law. The Company may deliver to the applicable Account address, any Notice related to the Account, including any warning and any Notice pursuant to the Cheques Without Cover Law, 5741-1981 or pursuant to the Credit Data Law, 5776-2016 as well as any judicial documents or processes. The foregoing shall not prejudice any right of the Company to deliver the Customer any Notice through any other lawful means.
- 23.3. The delivery of judicial documents or processes via messenger or registered mail to the Account address shall be deemed an effective service of such documents or process for all purposes and intents, as well as for service of legal process outside the jurisdiction of Israel in accordance with the Rules of Civil Procedure, 5779-2018.
- 23.4. The Company will not be required to send the Customer Notices with respect to the Account or the operation thereof other than if such Notices are required by Law or the regulations imposed by the Company of Israel or by written arrangement between the Company and the Customer expressly stating as such.
- 23.5. Any Notice sent to the Customer by the Company by mail (including by registered mail) to the Account address shall be deemed to have been received by the Customer within 72 hours from the dispatch thereof by the Company (unless a signed confirmation of a lawful postal services provider stating otherwise). Any Notice duly sent by the Company or delivered to the Customer by a courier, shall be deemed to have been received by the Customer at the time of sending or when delivered to the Customer, as the case may be.
- 23.6. Written confirmation by the Company or its representative regarding the dispatch of any Notice, including the time of such dispatch, shall serve as admissible evidence of the dispatch having occurred and the timing thereof, as stated in the confirmation.
- 23.7. If the Customer requests that the Company send Notices and documents related to the Account solely via electronic mail or by display in the Customer personal zone on the

Company's website, such dispatch shall be deemed to have been delivered to the designated electronic mail address of the Account. This includes, but is not limited to, agreements, undertakings, instructions, confirmations of transaction execution, account status reports, periodic reports, and information and documents required by Law or Company of Israel regulations, except for those types of documents that, by Law or Company of Israel regulations, cannot be sent electronically or are required to be sent by other means.

- 23.8. The Company may send the Customer Notices and messages, *inter alia*, in connection with the Account and the current operation thereof, the foregoing by means of any of the Channels of Service to which is or may be appropriated from time to time the Account and/or any of the Authorized Persons, and also by means of any of the particulars and Means of Communication communicated to the Company by the Customer or by any of the Authorized Persons or that exist within the Company, in whole or in part, as the case may be, all at the discretion of the Company and subject to any Law. Notices and messages as aforesaid may include, *inter alia*, operational, personal, business, financial or other information. Notices and messages which may be sent to the Customer and to Authorized Persons as aforesaid, may also include the possibility of repeated communication to the Company of confirmations and consents of various kinds, including in connection with the execution of Transactions for the Account, all subject to any Law.

24. Account Holder Notices

- 24.1. The Customer may provide the Company with written notice of any complaint or objection he may have, if any, regarding the Account. Additionally, the Customer will furnish the Company with any other notice required by Law or any agreement, including those required by the Account Opening Documentation or Further Conditions.
- 24.2. The Customer's (or anyone in his behalf) notices to the Company:
- 24.2.1. With respect to matters regarding the Account (other than securities), shall be addressed to the Branch or to any other address agreed upon between the Customer and the Company in writing.
- 24.2.2. With respect to securities, shall be addressed to the counselling center as dictated by the Branch.
- 24.3. Notwithstanding, the Customer shall have the right to contact the management of the Company or to the Customer Inquiries Center of the Company regarding any complaint, and the Account and Branch number shall be attached to and such complaint.

25. Books as Evidence

- 25.1. The Books and the Company's accounts shall be deemed admissible evidence regarding the accuracy and truthfulness of their contents. Copies or extracts from the Books, when certified by an authorized officer of the Company, shall be considered admissible evidence to establish the accuracy of their contents and the correctness of all details therein.
- 25.2. The Customer shall be responsible to verify the accuracy of any Account Record and any comments with respect to the accuracy of any Account Record, if any, shall be provided in writing within 45 (forty-five) days of the date on which the Company has delivered the applicable Account Record the Branch or as may be otherwise agreed upon in the Account Opening Documentation or in the Further Conditions.
- 25.3. The Company reserves the right to amend or correct any record of a Transaction that was erroneously recorded, including those recorded with an incorrect amount or time, or where a

Transaction was mistakenly omitted. Upon such rectification, and in accordance with applicable Law, the Company shall notify the Customer of the erroneous entry and the subsequent correction.

26. Amendments to Terms and Conditions; Waivers; Settlements

- 26.1. Subject to the Law, the Company reserves the right to amend these Terms and Conditions, the Account Opening Documentation or other documents regarding the Account and in such case the Company shall provide the Customer a prior written notice of at least 30 (thirty) days.
- 26.2. Any waiver, extension, concession, acquiescence, or forbearance (a "**Waiver**") by one party regarding the non-performance, partial performance, or incorrect performance of any obligations of the other party under the Account Opening Documentation or the Further Conditions shall not be construed as a general waiver of any rights by the waiving party. Such waiver shall be deemed a limited specific consent to the particular instance and shall not affect the waiving party's rights in relation to any other occurrences or obligations, and it is hereby clarified that the Company shall not be bound or obligated in any way to act in a similar manner.
- 26.3. Any waiver granted by the Company to any of the Customer's guarantors (including any person who has pledged property as security for any Indebtedness), to any party to a Bill held by the Company, or to any other party with respect to any collateral security provided or to be provided in favor of the Company as security for the payment of any Indebtedness (in this Clause 26, a "**Relevant Party**"), shall not affect or alter the Customer's Indebtedness or the Indebtedness of any third party other than the Relevant Party.
- 26.4. Any change in the Customer's Indebtedness to the Company, including any waiver or settlement, shall be made by written document agreed and signed by the Company.

27. Deductions

Notwithstanding the provisions of Section 14(a) of the Payment Services Law, the Company is entitled to deduct any debt, obligation, expense, cost, or fee owed, or that may become owed (in this Clause 27, a "**Debt**"), by the Customer to the Company, including any Debt arising under the terms of the Account Opening Documentation or the Further Conditions and the usage of any payment instrument (e.g., Debit Card), from any funds owed or that may become owed to the Customer as beneficiaries under the Account. Such deductions may be made by the Company at any time, including from transfer or funds for the Customer benefit which was instructed by any third party.

28. Payment of Indebtedness and Debiting Accounts

- 28.1. The Customer shall settle any Indebtedness to the Company on a timely manner as agreed in writing. If no specific payment date was agreed upon, the Customer shall settle such Indebtedness promptly upon the Company's initial written demand, along with Interest at the Maximum Rate, which shall accrue from the date of the said demand, or from any later date stipulated in the Company's demand, until the actual payment date.
- 28.2. In the event that the Customer fails to pay on the agreed date or on the date stipulated in the Company's demand, the Company shall have the right, subject to applicable Law, to charge the Account for the unpaid amount. The Company may also credit the Account with any amounts received from the Customer or for the Customer and automatically transfer any balance in such Account in accordance with the Customer's payment instructions. In the absence of such instructions, the Company may credit the Account as deemed appropriate and transfer any balance to another account as it deems necessary.

28.3. Furthermore, the Company is authorized to acquire any necessary amount of Foreign Currency to settle any obligations denominated in Foreign Currency or to sell any Foreign Currency held by the Customer at the Company. The proceeds from such sales may be applied towards settling obligations denominated in Israeli currency or for acquiring other necessary Foreign Currencies to settle outstanding obligations, all at the discretion of the Company. Any such sale or purchase of Foreign Currency shall be conducted at the Company's Customary Buying Rate or Selling Rate, as applicable, at the time of the transaction.

29. Payment default

29.1. In this Clause, the terms "**Linkage Differences**," "**Exchange Rate Differences**," and the "**Agreed Repayment Date**", as applicable, shall have the meanings ascribed to them in the Account Opening Documentation or the relevant Further Conditions. The term "**Prepayment**" refers to the repayment, in whole or in part, of any Indebtedness prior to the original repayment date stipulated in the Account Opening Documentation or the relevant Further Conditions, including instances where the Indebtedness becomes immediately repayable.

29.2. Subject to applicable law, upon the payment of any amount due to the Company for the discharge of the Customer Indebtedness (the "**Amount Paid**"), if the Customer does not specify to the Company the particular Indebtedness against which the Amount Paid is to be applied, the Company may, at its discretion, determine how to allocate the Amount Paid against the Customer Indebtedness, in whole or in part.

29.3. Without derogating from the provisions of this Cause, the Amount Paid allocated for the repayment of any Indebtedness (the "**Credited Indebtedness**") shall be applied to the repayment of the Credited Indebtedness in the following order of priority:

29.3.1. First, subject to the provisions of Clause 14.3 above, regarding payment of legal expenses, the discharge of any amount related to the Company's costs and expenses in collecting the Credited Indebtedness, including costs and expenses of any appointed representative, and their remuneration, as determined by the Company, court fee or execution office, as applicable;

29.3.2. Second, the allocation shall be made to the repayment of all interest amounts due to arrears on any portion of the Credited Indebtedness not repaid by the Agreed Repayment Date, including any Linkage Differences or Exchange Rate Differences applicable thereto, if applicable;

29.3.3. Third, the allocation shall be made to the repayment of any amounts related to the Company's fees, including fees for the prepayment of any portion of the Credited Indebtedness;

29.3.4. Fourth, the remaining amounts related to the Credited Indebtedness shall be discharged;

29.3.5. Fifth, the Linkage Differences and the Exchange Rate Differences, as applicable, in relation thereto, if any;

29.3.6. Sixth, the allocation shall be made to the repayment of any other payments due by to Customer to the Company on account of or in connection with the Credited Indebtedness pursuant to the Account Opening Documentation, pursuant to the Further Conditions, or under any Law; and

29.3.7. Finally, the allocation shall be made to the repayment of the principal amounts of the Credited Indebtedness (excluding any amounts of the Credited Indebtedness

that the Customer re not repaid when due), including any applicable Linkage Differences or Exchange Rate Differences.

29.4. Nothing in this clause above shall derogate from the Companys rights hereunder or by any Law.

30. Tax Obligations

30.1. In this clause:

30.1.1. "**Tax**" – All taxes, levies, fees, and other mandatory payments of any kind, including those related to income, capital gains, profits, value-added tax, deductions, and withholding taxes, levies, fees, and mandatory payments, in connection with the Account Opening Documentation or the Further Conditions, or in connection with any transaction executed in accordance with or subject to them, and the term "**Taxation**" shall be construed accordingly.

30.1.2. the "**Deductible Amount**" – Any amount deductible on account of Tax.

30.1.3. the "**Deduction Confirmations**" – All receipts, confirmations, or other evidence required by the Company in connection with the payment of the deductible amount to the relevant Tax authority shall be provided to the Company to its full satisfaction.

30.2. Any Tax payable in connection with Transactions and operations pursuant to the Account Opening Documentation or the Further Conditions (excluding income tax payable by the Company to Israeli tax authorities on income derived from interest, fees, commissions, and charges that the Customer is required to pay pursuant to the Account Opening Documentation or the Further Conditions) shall be solely borne and paid by the Customer. The Company may debit the Account for any Tax required to be withheld at source and remit it to the relevant tax authorities, unless the Customer provides the Company in advance and to its satisfaction with appropriate confirmation from the competent Tax authorities regarding exemption from or reduction of Tax withholding.

30.3. All payments due from the Customer to the Company under the Account Opening Documentation or the Further Conditions, or arising therefrom, shall be made to the Company free and clear of any Taxes, deductions, set-off, counterclaims, or deductions related to set-off or counterclaims.

30.4. Any payment due to the Company under the Account Opening Documentation and the Further Conditions (the "**Agreed Amount**"), from which the Customer is required to deduct the applicable deductible amount (the "**Deductible Amount**"), shall be grossed-up such that after deducting the Deductible Amount as required, the Company receives a net sum equal to the Agreed Amount (the "**Full Amount**") on the date that the payment is due. The Customer agrees to indemnify the Company for any loss or cost incurred due to the Customer failure to deduct the Deductible Amount or failure to pay the Full Amount.

30.5. The Customer commits to pay the Deductible Amount in full to the relevant Tax authority according to applicable Law, regulations and any instructions provided by any competent authority and promptly provide the Company with Deduction Confirmations. If the Company receives a Tax refund or credit after the Customer has paid the Deductible Amount to the Tax authority and provided Deduction Confirmations, the Company shall reimburse the Customer up to the amount of the refund or credit received which shall not exceed the Deductible Amount paid by the Customer.

30.6. Notwithstanding any other provision in the Account Opening Documentation and the Further Conditions, the execution of Transactions for the Account is subject to the Company's

discretionary determination that their execution complies with legal requirements and directives issued by competent authorities, and that all legal provisions imposed on the Company have been fulfilled. This does not impose any obligation on the Company to act as stated above, nor does it impose liability on the Company for any transaction or failure to act as stated above.

- 30.7. Upon the Company's first demand, the Customer shall promptly provide the Company with any information, document, or exemption (including confirmation of Tax deduction rates or exemptions) required under the provisions of this clause, as well as documents related to foreign laws that the Company may request. The Customer shall also keep the Company informed of any changes in the Customer Tax status, including changes in the Customer citizenship or residency for Tax purposes.
- 30.8. Nothing in this clause above shall derogate from the Company's rights hereunder or by any Law.

31. Miscellaneous

- 31.1. The Company is under no obligation to perform any action that it is authorized to perform pursuant to the Account Opening Documentation or the Further Conditions.
- 31.2. Unless otherwise expressly provided herein and subject to the provisions of any Law, all instructions and authorizations given or to be given by the Customer to the Company to debit the Customer account, pursuant to the Account Opening Documentation and the Additional Conditions, are irrevocable and may not be changed or cancelled without the prior written consent of the Company and shall be binding upon the Customer and all of the Customer successors.
- 31.3. Subject to the provisions of Clause 8 above, the delivery of any Specific Application by the Customer to the Company does not impose an obligation of the Company to provide the respective Companying Service. It shall be at the Company's discretion to comply, in whole or in part, with any Specific Application or to reject it, without being required to provide any reason for its decision.
- 31.4. The Company may alter from time to time the definition of a Business Day which will apply in relation to any of the Company Services, Areas of Activity or Channels of Service (including for Foreign Currency exchange transactions and Foreign Currency deposits). The Company may also establish the start and end times of the Business Day, even if they do not align with the start or end times of the Companying Business Day in Israel. This determination may vary for different days, branches, departments, Areas of Activity or Channels of Service, all subject to any Law and the regulations of the Company of Israel.
- 31.5. The Company may change the number of the Account or transfer the balance thereof, whether in credit or debit, to another account maintained for the Customer (including at another branch) whenever, in its opinion, such a change is required or desirable for any administrative or technical reason, and the Company will duly notify the Customer of any such change. Additionally, during the process of opening the Account and before it becomes operative, the Company may, as aforesaid, change the number of the Account and allocate another number to it. The validity of the Account Opening Documentation and any of the Further Conditions shall not be affected if, for any reason, the Account is transferred from the Branch to another branch or if the Company changes the number of the Account.
- 31.6. Any matter concerning the Account, its operation, the Account Opening Documentation and the terms and conditions thereof, or arising therefrom directly or indirectly, shall be governed

by the laws of the State of Israel.

- 31.7. The exclusive jurisdiction for any proceedings related to the Account, the Account Opening Documentation, or the Further Conditions, shall lie with the competent court nearest to the location of the Branch.
- 31.8. Relationship Between Documents.
- 31.8.1. The Account Opening Documentation and the Specific Applications shall complement each other and shall be construed as additive. In the event of any conflict or discrepancy between the provisions of these documents regarding matters addressed in the relevant Specific Application, unless expressly stated otherwise, the terms of the relevant Specific Application agreed upon between the Customer and the Company shall prevail.
- 31.8.2. The documents comprising the Account Opening Documentation shall complement each other and shall be construed as additive. In the event of any conflict or discrepancy between any of the documents comprising the Account Opening Documentation on any subject expressly addressed in two or more documents, unless expressly provided otherwise, the terms of the specific document shall prevail in the following order:
- 31.8.3. Terms of documents containing general conditions in connection with the relevant Area of Activity shall prevail over the terms of any other document regulating the same;
- 31.8.4. Terms of documents containing general conditions in connection with the relevant Channel of Service shall prevail over the terms of any other document regulating the same;
- 31.8.5. These Terms and Conditions shall be construed such that if there are multiple documents within any sub-clause of Clause 31.8.2, the provisions contained in these documents shall be considered complementary. In the event of any conflict or discrepancy between them, the terms of any specific document executed later in time shall prevail over the terms of documents executed earlier.
- 31.8.6. The original version of the General Conditions is written in English. The English version of the General Terms and Conditions shall prevail in the event of any conflict with any version of the General Terms and Conditions or part thereof that has been translated into another language.

Appendix A

Defined Terms

1. **"Account"** – a Company account which is or may be opened in the Customer's name pursuant to the provisions of these Terms and Conditions, which enables the Account Holder to deposit funds, withdraw funds as well as give other instructions, all subject to the provisions of the Account Opening Documentation and the Further Conditions.
2. **"Account Holder"** – someone whose particulars appear in the form of the Application to Open an Account and in documents delivered to the Company, at the time when the Account is opened, as to the identity of the Account Holder, all subject to such changes that may be made by operation of Law or with the consent of the Company, in advance and in writing.
3. **"Account Opening Documentation"** – These Terms and Conditions, the Application, the form of Application to Open an Account and all of the documents that include general conditions pertaining to the Areas of Activity or the Channels of Service (including also those which are attached or which may be attached to the Application and which may be signed further thereto), and all of the documents which include Authorizations for the Account (including powers of attorney), signature combinations, specimen signatures, the manner of receiving poll cards, position notices and confirmations of ownership or updates of any of them, which have been delivered to the Company, received and approved by it, as well as notices and other documents addressed to the Customer by the Company – all at the time of signature of the Application or at any later time.
4. **"Account Record"** – includes: extract of account, confirmation of the Company pertaining to the Account, any record evidencing the execution of a Transaction for the Account, any daily or other periodic concentration of Transactions, any statement, notice or letter which may be delivered or dispatched to the Customer by any means by the Company and including information which is received or may be received by the Customer or by anyone on the Customer behalf by means of an automated Companying machine including an automated teller machine or by any other Means of Communication including internet, cellular applications, electronic text message or by automated or computerized means, as they may be from time to time.
5. **"Anticipatory Breach"** - As defined in section 18.1.1 above.
6. **"Application"** – an "Application to Open an Account" and any other document that serves to amend or replace the said Application or which expressly states therein that it constitutes part thereof.
7. **"Areas of Activity"** – areas in the framework of which the Customer has requested or may request the Company to receive Company Services and which the Customer re or may be approved by the Company from time to time, at its discretion.
8. **"Assets"** - As defined in section 18.1.2 above.
9. **"Authorized Person"** or **"Authorization for the Account"** – As defined in section 4 above.
10. **"Bill(s)"** - any promissory note, Bill of Exchange, Cheque, note, letter of guarantee, assignment, bill of lading, certificate of deposit, draft, payment order and any negotiable instrument of any kind.
11. **"Bill of Exchange"** – as defined in Section 3 of the Bills of Exchange Ordinance [New Version].
12. **"Banking Business Day in Israel"** – every day except Saturday, public holidays, the two days of the Jewish New Year, the day before the Day of Atonement and the Day of Atonement, the first and eighth day of Succoth, Purim, the first and seventh day of Passover, Independence Day, Shavuot and the Ninth of Av, but not including any other day determined by the Supervisor of Banks or laid down by any Law as being a day which is not a Companying business day in Israel.
13. **"Balance Available for Withdrawal"** – as of any relevant calculation date – any credit balance in Current Account which includes funds recorded to the credit of such Current Account, except for such funds with

respect to which there is a Customer's obligation to repay the Bank, or only conditionally recorded to the credit of such Current Account or which the Company is obliged or is liable to be obliged to pay to any third party. Any such credit balance in Current Account does not include financial deposits, savings plans, securities, other financial rights and assets recorded to the credit of the Account or recorded to the credit of any other account maintained in the Customer name with the Company, whether alone or together with others. If and in as much as there is allocated to the Customer a Current Account Facility in Current Account as aforesaid, the Balance Available for Withdrawal shall also include any balance available for utilization on account of the Current Account Facility which may be allocated in such Current Account. Wherever a Balance Available for Withdrawal is mentioned in these Terms and Conditions, what is meant is the Balance Available for Withdrawal in the currency relevant to the requested transaction only.

14. **"Board at the Branch"** – a screen or board displayed at the branch of the Company and also an information sheet placed on the counter at the branch of the Company where the respective transactions are executed, and at an office of the Company or at a branch of the Company where there are no counter services, including voice mail or website.
15. **"Books"** – including Records of the Company and also any book, ledger, statement of account, contract, deed of undertaking, Bill bearing the Customer signature, card index, sheet of the Company or which have been produced by the Company, any Company Records spool, copies of all of the foregoing certified by the Company or submitted by it as part of its books and whatever can be produced from all of the foregoing by means of data storage or retrieval, electronic simulation and other technology, made in the normal course of the Company's business.
16. **"Business Day"** – means (i) a banking business day in Israel, to which further conditions will apply, as the case may be and according to the context, as has been or may be determined by the Company from time to time, as provided in Clause 33.8 above; (ii) and with respect to Foreign Currency, means a banking business day in Israel on which commercial banks in Israel and around the world are open for business in the respective financial markets, and transact business in the respective Foreign Currency and on which the branches of the Company in Israel are open for business in the respective Foreign Currency and transact business in such currency, all as shall be determined by the Company, at its discretion, as provided in Clause 33.8 above.
17. **"Branch"** – the offices of the branch of the Company where the Account is maintained.
18. **"Channels of Service"** – computerized or automated channels or channels of Communication through which the Customer wish to send Messages to the Company or through which to receive Information from the Company or to request the Company to execute Transactions , including the giving of Payment Instructions and including by means of any Automated Machine, Means of Communication, the Internet, cellular applications, cellular network, computer to computer connection or other technologies which the Company may specify from time to time and which have been or may be approved by the Company from time to time, at its discretion.
19. **"Change in Authorization"** - As defined in section 4.7above.
20. **"Companies Law"** – the Companies Law, 5759-1999.
21. **"Company"** – Global Remit – Currency Services Ltd., comprising each one of the branches and offices in Israel, as well as any successor or anyone acting on its behalf and any transferee of the Company.
22. **"Company's Customary Buying Rate"** – the rate of exchange for buying posted from time to time by the Company on the Board at the Branch and which relates to the sale of the respective Foreign Currency by the Customer to the Company at any relevant time; net of any conversion fee, tax, levy, compulsory or other payments.
23. **"Company's Customary Selling Rate"** – the rate of exchange for selling posted from time to time by the Company on the Board at the Branch and which relates to the purchase of the respective Foreign

Currency by the Customer from the Company at any relevant time; and in addition to any conversion fee, tax, levy, compulsory or other payments.

24. **"Company's Scale of Charges"** – a scale of charges of the Company displayed at the branch, on the web site or on cellular applications of the Company, by means of automated machines or by any other method by which the Company is permitted to display same, which includes information concerning amounts of fees, commissions and charges or their rates, and other payments and amounts in relation to Company Services, the updating thereof and the way they can be changed, all as such scale of charges, including its structure and formulation, shall be customary and usual at the Company from time to time and subject to any Law.
25. **"Company Services"** – the range of services that the Company is accustomed to give to its Customers in the usual way which is current at the Company from time to time.
26. **"Debits by Authorization" or "Authorization to Debit an Account"** – any authorization which the Customer has given and/or which the Customer may give the Company to execute a Payment Transaction for the Customer account or by means of a Means of Payment of the Customer as required by a beneficiary and subject to the conditions prescribed in the authorization.
27. **"Debit Card"** – as defined in the Debit Cards Law, 5746-1986.
28. **"Debit Instruction"** – an instruction to pay, transfer, purchase or withdraw and any other order or instruction of the Customer to debit the Account which may be given by the Customer to the Company by any means approved by the Company.
29. **"Essential Component"**, in a Means of Payment – a component in a Means of Payment including an object or authenticating particular which has been used as part of the Means of Payment, which is unique to the Customer or to the holder of the Means of Payment (or a combination of components as aforesaid), with the help of which the Customer or the holder of the Means of Payment can give the Company a Payment Instruction, all as may be determined by the Company with regard to various Means of Payment or different types of Payment Instructions or as may be displayed by the Company on website of the Company and/or in any other accepted way in which the Company may display information as aforesaid.
30. **"Euros"** – as defined in the Conversion into Euros Law, 5759-1999.
31. **"Existing Indebtedness"** - As defined in section 18.1.4 above.
32. **"Foreign Currency"** – any foreign currency which is freely convertible.
33. **"Freezing the Use of a Means of Payment"** – freezing the use of any of the Means of Payment issued or which may be issued to the Customer by the Company (and that includes freezing an Authorization to Debit an Account).
34. **"Further Conditions"** – a Specific Application, letter of undertaking and any other document which was or may be signed bet the Customer and the Company in connection with Company Services including also in connection with Company Services in any other account which is maintained for the Customer at the Company (and even if it is maintained for the Customer alone or together with others).
35. **"Future Indebtedness"** - As defined in section 18.1.3 above.
36. **"Immediate Rate"** – a certain rate of exchange for the respective Foreign Currency, which is quoted at the request of a Customer and is only valid for when it is quoted.
37. **"Indebtedness"** – any debt, undertaking or obligation of the Customer to the Company, of any kind (existing and future direct or indirect, conditional and unconditional, including as guarantors to the Company) on whatever grounds, all as they may be from time to time, including any such indebtedness of the Customer to the Company in any other account, and even if any such other account is maintained solely on the Customer behalf or together with others.
38. **"Instruction"** - As defined in section 8.1 above.
39. **"Interest at the Maximum Rate"** – with respect to Israeli currency – the maximum interest as it may be

from time to time, applied by the Company to debit balances in Current Account in Israeli currency for which there is no valid Current Account Facility.

40. **"Israeli Resident"** and **"Foreign Resident"** – as these terms are defined under the applicable Law.
41. **"Law"** – as defined in the Interpretations Law, 5741-1981. Unless otherwise expressly provided, whenever any provision of Law is cited in the Account Opening Documentation or in the Further Conditions, what is meant is the provision of Law as it may be from time to time at any relevant time and any other provision of Law replacing or amending it.
42. **"Means of Communication"** – including telephone, cellular phone, facsimile, internet, cellular applications, electronic mail, communication between computers, remittance deposit kit and any other means of communication presently existing or which may come into existence in the future and as to which the Company shall announce from time to time the possibility of using same for the purpose of executing Transactions , receiving or passing information and notices from the Company to its Customers.
43. **"Means of Payment"** – a sequence of operations which the Customer must execute in order to give a Payment Instruction to the Company, including any one of the Channels of Service that the Customer have chosen or may choose and by means of which the Customer may now or in the future give instructions for the execution of Transactions .
44. **"Misuse"** – use of a Means of Payment or an Essential Component thereof by someone who is not entitled to do so or not in accordance with these Terms and Conditions.
45. **"Notice"** - As defined in section **שגיאה! מקור ההפניה לא נמצא.** above.
46. **"Last Time for Receiving Instructions"** - As defined in section 11.1 above.
47. **"Loss"** - As defined in section 13 above.
48. **"Payment Instruction"** – the Customer instruction to the Company to execute a Payment Transaction which is given by means of a Means of Payment, including if it is given through another and that includes the beneficiary.
49. **"Payment Services Law,"** – the Payment Services Law, 5779-2019, as amended from time to time, and all of the regulations, orders and rules issued or which may be issued thereunder.
50. **"Payment Transaction"** – transfer of funds by the Customer or on behalf of the Customer (even if it concerns the same Customer), including: (1) Transferring funds deposited in one account to another account, provided that at least one of the accounts is a Account; (2) Depositing cash in an Account; (3) Withdrawing cash from a Account. It is clarified that a Payment Transaction that is carried out on the strength of a Bill as defined in the Bills of Exchange Ordinance, shall not be deemed a Payment Transaction for the purposes hereof.
51. **"Photographic Copy"** – as this term is defined in the Evidence Ordinance [New Version], 5731-1971.
52. **"Quarter"** – means any period of three calendar months commencing on: 1st January or 1st April or 1st July or 1st October of each year.
53. **"Records"** – any entry or copy of an entry which preserve the information regarding the Transactions or data pertaining to the Account and its particulars whether recorded or copied by printing, duplication, electronic simulation, photocopying (including microfilm) or recorded or copied by any mechanical, electrical or electronic means or any technology which preserves the information regarding the Transactions or in connection therewith, as well as any output, computer material being information and electronic messages which include data pertaining to the Account or notices of the Company relative to the Account, formed by means of recording by the Company's computers, within the meaning of "output", "computer material" (which is information) and "computer" in the Computers Law, 5755-1995 and also the print-out on paper of the contents of a computer file, or any record of the Company retained by any other means or representation of words or numerals or other signs or symbols which the Company generally

uses or employs in its records.

54. **“Region”** – Judea, Samaria and the Gaza Strip, or as this term is defined by applicable law as the case may be and according to the context.
55. **“Securities Law”** – the Securities Law, 5728-1968.
56. **“Signature”** – any signature on a written document, as well as, subject to the approval of the Company, conferring agreement to or approval of, in any other way, and that includes by any Means of Communication, and the verb “to sign” in all of its conjugations, shall be construed accordingly.
57. **“Specific Application”** – the Customer specific application to the Company for the receipt of Company Services and the execution of Transactions , which is further to the relevant Account Opening Documentation and which, should it be approved by the Company, shall be complementary to the provisions contained in such Documentation or shall modify the provisions thereof, as the case may be; and any document which serves to amend, replace or complement any Specific Application as aforesaid.
58. **“Structural Change”** – means with respect to the relevant legal entity or legal body any one of the following:
 - 58.1. Merger or split, within the meaning of these terms in Part 5 “B” of the Income Tax Ordinance [New Version] or in the Companies Law (including any consolidation and reorganization, all of which – irrespective of whether effected pursuant to Part Eight or Part Nine of the Companies Law or in any other way) or any action the result of which is similar with reference to a partnership or incorporation outside Israel;
 - 58.2. Any action the result of which is the acquisition, transfer or receipt of assets which are material for the legal entity or legal body in their extent or nature or the acquisition or receipt of material undertakings as aforesaid;
 - 58.3. Receipt of assets in return for shares or other securities or other rights of the legal entity or of the legal body, when the assets relevant to the action as aforesaid are material for the legal entity or the legal body, in their extent or nature; all of which - whether in one transaction or in a series of transactions.
59. **“Subject to any Law”** – subject to any Law which may not be stipulated against.
60. **“Tax”** - As defined in section 30.1.1 above.
61. **“Terms and Conditions”** – these Terms and Conditions for Operating an Account.
62. **“Time Intended for Crediting the Account”** - As defined in section 10.4 above.
63. **“Amount Paid”** - As defined in section 29.2 above.
64. **“Agreed Amount”** - As defined in section 30.4 above.
65. **“Appendix to the Application to Open an Account”** – any document which constitutes an appendix to the Application to Open an Account which includes, inter alia, particulars which are complementary to the Application, including particulars of the identity of the Account Holders, the Areas of Activity, the Channels of Service, the Authorizations for the Account, and signature combinations including any input form and the like and any alteration or addition to the Application and to the letters of general conditions pertaining to the Areas of Activity and the Channels of Service which the Company may approve.
66. **“Credited Indebtedness”** - As defined in section 29.3 above.
67. **“Deductible Amount”** - As defined in section 30.1.3 above.
68. **“Deduction Confirmations”** - As defined in section 30.1.3 above.
69. **“Full Amount”** - As defined in section 30.4 above.
70. **“the Index”** or **“the Consumer Price Index”** – the consumer price index (also known as the cost of living index), including fruit and vegetables, published by the Central Bureau of Statistics (hereinafter: “the Bureau”) including that index even if published by any other governmental body and also including any official index in substitution therefor, whether based on the same data on which the existing index is

based or not. If any other index replaces the existing one, the Bureau will determine the ratio between them, and, if the Bureau does not so determine within six months from the publication of the other index, it will be determined by the Company in consultation with economic experts.

71. "**Transactions**"– executing a Debit Instruction (including by means of Cheques drawn on the Account or by means of a Debit Card) or a Payment Instruction, as the case may be, or executing a conversion instruction or any other transaction or instruction in connection with assets posted to the Account or to the credit thereof or in connection with the Customer rights in connection with the Account.
72. "**Unique Identification Code**" – a sequence of letters, numbers, symbols or other unique identifying particular designated and/or which may be designated by the Company which it is incumbent upon the Customer to communicate in order to execute a Payment Transaction so as to identify the Customer with certainty or any other beneficiary, or the Account of any of the Customer.