

Dear Sir/Madam,

Re: New Terms & Conditions of Banking Activity

In accordance with Section 31 of the "Account Management General Terms and Conditions" booklet that you have signed, which allows the Bank to change, from time to time, the terms and conditions regulating the Customer's activity with the Bank, we hereby notify you of the following changes in the "General Terms & Conditions of Credit Activity (Credit to Private Customers)".

Furthermore, proofreading and wording amendments have been made to facilitate a better understanding of the document.

The key changes that have been incorporated are as follows. These changes will take effect from the date of this letter:

1. **Section 4**

~~The Bank shall be entitled may at any time and from time to time, immediately, upon while giving notice thereof to the Customer, reduce or revoke ~~the~~ a credit facility, or ~~defer~~, postpone, or delay the provision of any Credit, in whole or in part, or cease the granting of any credit, or part thereof in any instance that the ability of the Bank to collect the credit may be endangered or, a deterioration in the solvency of the Customer shall if a Material Breach Event (as defined in Section 24.3 below) occurs, even before the expiration of the period (if granted) for the remedying of such event, occur or an event of default or if other conditions shall arise that shall compel require the immediate reduction or revocation of the credit facility or in other instances that shall be cases permitted pursuant to by any Law~~

2. **Section 5.1.3 – third point**

~~A unilateral creation of a Credit Facility in a Current Account/RDA credit facility in a current account/RDA – in exceptional cases, the Bank may unilaterally establish provide a larger credit facility in the current account/RDA of a Customer who shall have has a Credit Facility in a Current Account/RDA agreement, ~~credit facility in a current account/RDA~~ a Credit Facility in a Current Account/RDA in a larger amount, including a temporary facility, provided that the Bank shall not obligate the Customer to pay a ~~commission~~ **fee** for ~~making available the said~~ the provision of the additional facility. The Bank shall give the Customer notice of the credit facility and its terms, including its expiration date, shortly after it shall have been determined. The interest rate that shall be charged for the debit balances created within this unilateral facility shall not exceed the highest interest ~~rate~~ **rate** that shall have been determined for credit facilities that have been approved and agreed upon in writing with the Customer.~~

3. **Title of Section 6**

Fees

Previous title of Section 6

Commissions

4. **Section 6**

The Bank shall debit the account of the Customer ~~with commission~~ for a fee for the management of the account and the other services relating to the Credit, and any other banking service provided to the Customer, at the times and rates prevailing at the Bank from time to time or as shall be agreed upon in writing with the Customer.

5. **Section 8.1**

The Customer hereby undertakes to pay to the Bank or to the order of the Bank, from time to time, all the amounts that shall be due from the Customer to the Bank, within seven days of the first demand made by the Bank by ordinary letter. However, nothing mentioned herein shall affect the right of the Bank to demand payment without prior notice, in the case of the failure by the Customer to effect the payment of an obligation, or in any other case vesting the Bank with the right to receive payment pursuant to a demand in reliance upon this document or any other document or ~~at law~~ in accordance with any Law.

6. **New section 10.3**

It is clarified that all of the money and/or the deposits in Israeli currency and/or in foreign currency, rights and/or any assets which are or shall be held by the Bank in any account, from time to time and at any time, in any situation, without exception and without limitation, including their proceeds, substitutes and yields and any right that derives therefrom or relates thereto, shall be deemed as pledged to the Bank and shall be used as a guaranty for full and exact payment of all of the secured amounts to the Bank.

7. **Section 13.3**

~~Of a~~ Any act or event stipulated in ~~Clauses~~ Sections 24.1.2 to ~~24.1.14~~ 24.1.14 and 24.1.13 24.1.16 to 24.1.16 24.1.26 below.

8. **Section 16.1**

In the event of the death, legal incapacity, bankruptcy (including a notification of any kind prior to bankruptcy), liquidation, insolvency (within the meaning thereof in the Insolvency and Financial Recovery Law, 5778-2018 (hereinafter: "Insolvency" and "Insolvency Law", respectively)) ~~arrest incarceration~~ or departure from the country of any party, including a signatory, drawer, guarantor, drawee, acceptor and endorser - to any of the Collateral that is or shall be held by the Bank, or in the event of the ~~grant~~ issuance of a Proceeding Commencement Order (within the meaning thereof in the Insolvency Law) (in this document: "Proceeding Commencement Order"), temporary or permanent receivership order or liquidation order or the passing of a winding-up resolution by such a party, or in the event of the appointment of a temporary or permanent trustee (including under the Insolvency Law) or a temporary or permanent receiver or temporary or permanent receiver and manager for such a party, or in the event that the Collateral shall be a bill and the drawee shall not accept the bill, or on the occurrence of any other event which, in the opinion of the Bank, impairs or shall be likely to impair the character or validity of any of the Collateral or undertakings of any party thereto - the Customer shall be liable to pay the Bank, on the first demand of the Bank by ordinary letter, the full amount payable pursuant to or in connection with any collateral, whether or not currently payable.

9. **Section 16.2**

In the event of the death, legal incapacity, liquidation, Insolvency, bankruptcy (including a notification of any kind prior to bankruptcy), arrest or departure from the country of the Customer, the Customer and/or the assigns of the Customer shall be liable to pay the Bank, upon the first demand of the Bank by ordinary letter, the full amount remaining for payment, whether or not currently payable.

10. **Section 17.1**

In the event that the Customer ~~shall fail to punctually~~ fails to timely and fully discharge ~~pay~~ any amount ~~which undertaken by~~ the Customer shall owe in respect of Credit ~~granted provided and/or that shall be granted~~ to be provided to the Customer by the Bank pursuant to ~~this document~~ the terms and conditions hereof, and/or ~~shall not~~ fails to perform and/or ~~shall breach~~ breaches any other of the provisions in ~~this document~~ provision hereof, or upon the occurrence of ~~any one of the events stipulated in Clause 24 below~~ a Material Breach Event (as defined in Section 24.3 below), the Bank shall be entitled at any time to realize the Collateral, fully or in part, by itself or in any legal manner, including by a trustee in bankruptcy and/or in accordance with the Insolvency Law, and/or a receiver and/or a guardian and/or the executor and/or administrator of an estate, or through the execution office or in any other manner, and the proceeds realized thereby shall be credited on account of the debt that shall be owed by the Customer pursuant to this document, after deduction of the expenses relating to such realization.

11. **Section 18.2**

In any event that the Bank shall hold bills and/or other transferable and/or negotiable instruments and/or Import and/or export documents (hereinafter: in this document the "Negotiable Instruments") signed, endorsed or guaranteed by the Customer, they shall be and shall be deemed to be pledged and charged to the Bank by way of a first-ranking pledge and charge. The Bank shall be entitled to realize the Negotiable Instruments and credit their proceeds, after deducting the collection costs, to the credit of the debt of the Customer pursuant to this document.

The Customer releases the Bank of any duties of a holder of a bill pursuant to Law in connection with the said bill/s.

12. **Section 19.8.2**

In the event that the rights to monies, all or any part thereof, shall be damaged, expeired or expropriated or an event shall occur that shall impair the rights to monies, and the Customer shall be entitled to compensation or indemnity or any other right by reason thereof, the pledge and/or the charge shall apply to any right to compensation or indemnity and to any other such right.

13. **Title of Section 23**

Settlement

Previous title of Section 23

Compromise

14. **Title of Section 24**

Breach, Material Breach, Acceleration and/or Other Remedies

Previous title of Section 24

Events of Default and/or Other Reliefs

15. **Section 24.1**

Notwithstanding the payment ~~times~~ dates that shall be agreed upon between the Bank and the Customer, in any of the cases stipulated below, the ~~Bank shall be entitled may~~ – but shall not be obligated to – after sending the Customer written notice of its intention to do so as required by Law, accelerate all of the Secured Amounts. ~~after first having sent a legally valid written warning of the intention to do so to the Customer, to demand the immediate repayment of all the secured amounts. It is hereby clarified that a warning of at least twenty one (21) business days shall be given with respect to the demand for the immediate repayment of the loans. For the avoidance of all doubt, the Bank shall not be obliged to send a warning in cases in which a real apprehension shall exist as to the harm that may be caused to the ability of the Bank to so collect. At the time of the demand for immediate repayment~~ Upon acceleration, the Customer shall be obligated to pay the Bank the Secured Amounts. ~~Likewise Furthermore,~~ the Bank shall be entitled may, but shall not be obligated to – in each of the circumstances stipulated below – ~~to take any measures that the Bank shall have been or shall be given pursuant to any~~ seek any remedy conferred and/or to be conferred upon the Bank by any Law and/or agreement.

16. **Section 24.1.1**

If the Customer ~~shall not~~ fails to pay when due any amount of principal or interest or ~~commission fee~~ or linkage differentials or expenses or any other amount that shall be owing from the Customer ~~on their due date~~ pursuant to this document.

17. **Section 24.1.2**

If a receiver (temporary or permanent) or receiver and ~~manager~~ administrator (provisional or permanent) or liquidator (provisional or permanent) or a special ~~manager~~ administrator/trustee pursuant to a freezing under a stay of proceedings order (provisional or permanent) or a trustee in bankruptcy (provisional or permanent) or a trustee under the Insolvency Law (provisional or permanent) ~~shall be is~~ appointed for the Customer, ~~over~~ the business of the Customer and/or assets of the Customer, or any part thereof, or if an application ~~shall be is~~ filed for an appointment as aforesaid, which shall not have been cancelled within 30 days, or if it ~~shall become known to the Bank~~ learns that an application is about to be filed by the Customer or anyone on his behalf for bankruptcy or for a freezing stay of proceedings order or for a Proceeding Commencement Order shall be about to be submitted. For the avoidance of all doubt, it is hereby clarified that the said period of 30 days shall not apply in the event that the application ~~shall be is~~ submitted by the Customer or by interested parties or anyone on his behalf or with his ~~the~~ consent, or if the application is for the appointment of a receiver in connection with a debenture or a deed of pledge of the Customer.

18. Section 24.1.3

If the Customer is in a state of Insolvency, or shall pass adopts a winding up resolution, or shall apply if an application for bankruptcy or a stay of proceedings order or a Proceeding Commencement Order is submitted, or if a Proceeding Commencement Order or if a winding up order or a bankruptcy order or a freezing stay of proceedings order (provisional or permanent) shall be is issued against the Customer, or if the Customer shall ceases to pay his debts, or if the Customer shall reaches a compromise settlement and/or arrangement (within the meaning thereof in the Companies Law, 5759-1999 (hereinafter: the "Companies Law"), or the Bankruptcy Ordinance [New Version], 5740-1980, the Insolvency Law, or any other Law replacing to replace them) with the his creditors and/or shareholders of the Customer and/or any of them, or if negotiations for such arrangement and/or settlement commence between the Customer and any of his creditors and/or shareholders, or if the Customer notifies that he intends to commence such negotiations, or if the court orders the convening of meetings for approval of such arrangement and/or settlement. Where a corporation other than a company is concerned, the above provisions of this Section 24.1.3 shall apply mutatis mutandis.

19. Section 24.1.4

If negotiations commence and/or the Customer notifies that he intends to commence negotiations with his creditors (or any of them) that are entitled to collect their debts as preferential debts, or if protected negotiations (within the meaning thereof in the Insolvency Law) commence and/or the Customer notifies that he intends to commence protected negotiations with his creditors (or any of them).

20. Section 24.1.5

(Cancelled)

21. Section 24.1.6 (former section 24.1.4)

If any attachment, provisional or of any other kind, shall be is imposed by the Execution Office or by the competent court or tribunal or by another any competent authority and/or any act of execution shall be is taken over/in respect of the Customer's business of the Customer and/or property and/or any part thereof of the Customer or over/in respect of collateral the Customer shall have provided the Bank or any part thereof that the Customer shall have secured in favour of the Bank, regardless of whether such collateral the Collateral shall be held is in the name of the Customer or in the name of any third party, and the attachment or act of execution (insofar as carried out merely by registration) shall not be are not completely dismissed removed or completely rescinded discontinued within 30 days of the said imposing date of imposition of the such attachment order or the date on which the such said act of execution shall be was taken, as the case may be. For the avoidance of doubt, it is clarified that the aforesaid 30-day period will not apply if the attachment and/or execution act are not by mere registration, and/or if a third party takes operative acts with respect to all or any of the Customer's property.

22. **Section 24.1.7 (former section 24.1.6)**

If for any reason the Customer ~~shall stop the functioning of~~ discontinues most or all of his ~~the work in his or functioning of~~ business for fourteen (14) days or ~~more longer~~, or if for any reason most or all of the ~~businesses of the Customer's~~ businesses shall ~~cease to operate~~ are discontinued, or if the ~~business of the Customer's~~ business shall ~~be is~~ closed down.

23. **Section 24.1.8 (former section 24.1.7)**

If for any reason the Customer ~~shall~~ becomes unemployed for three ~~or more~~ months or longer, or in the event of the Customer's passing, or in the event of appointment of a guardian and/or entry into effect of a lasting power of attorney with respect to the Customer's person or property.

24. **Section 24.1.9 (former section 24.1.8)**

If the Customer ~~shall~~ becomes a "restricted customer" or a "severely restricted customer ~~under aggravating circumstances~~" within the meaning thereof in the Cheques Without Cover Coverage Law, 5741-1981.

25. **Section 24.1.10 (former section 24.1.9)**

If ~~there shall be~~ any change occurs in control (within the definition of "control" in the Securities Law, 5728-1968 (hereinafter in this section: the "Securities Law") (whether directly or indirectly and/or regardless of whether the control is joint or exclusive) of the Customer, or if any change occurs in the composition of the holders of the issued outstanding shares of in the Customer's capital or any change in the rights or the number of shares in the that each of the shareholders shall hold in the share Customer's capital held by each of the holders of the Customer compared to with the situation that shall exist existing on the date of the entering into of this Agreement engagement hereunder, without the prior written consent of the Bank, other than with respect to a transfer of shares by way of inheritance. Holding ("holders") with regard to the shares in the Customer's capital ~~capital of the Customer~~, shall mean - directly or indirectly, ~~by means of~~ through a trustee (including under the Insolvency Law), a trust company or in any other manner, including by ~~means of~~ a subsidiary or affiliate.

Where a corporate entity other than a company is concerned, the above provisions of this Section 24.1.9 shall apply mutatis mutandis.

26. **Section 24.1.11**

If a license or franchise received by the Customer is revoked and/or if any change occurs in the terms and conditions of such license or franchise which is material to the Customer's activity.

27. **Section 24.1.12**

If a material change occurs in the type of the Customer's business activity or if his activity is diverted to activity in new risk areas while increasing the risk in the Customer's business activity (such as activity abroad or in high-risk regions or sectors).

28. **Section 24.1.13 (former section 24.1.10)**

If the Customer shall uses the Credit or any part thereof in a manner that shall be for a purpose substantially different than the purpose for which of the Credit shall have been granted.

29. **Section 24.1.14**

If an indictment is filed against the Customer and/or (if the Customer is a corporation) against an officer of the Customer and/or against an individual and/or a corporation that directly or indirectly controls the Customer.

30. **Section 24.1.15 (former section 24.1.11)**

If the Customer and/or the guarantor of the debt of the Customer shall breaches or shall fails to substantially perform comply with one or more of the material conditions, or provisions or sections of this document or of any agreement contract, deed of pledge and charge or other document that shall have been entered into in the past or that shall be entered into previously made or to be made in the future between the Bank and the Customer or the guarantor.

31. **Section 24.1.16 (former section 24.1.12)**

If, in the Bank's opinion, of the Bank a material an adverse change shall have occurred in the Customer's financial and/or business condition of the Customer and/or there are circumstances that shall be liable to endanger which may jeopardize the repayment of the Credit to the Bank or if the Customer shall breach a legal provision violates a provision of Law that shall apply that applies to the Customer and such violation may jeopardize breach shall be liable to endanger the ability of the Customer to fulfil comply with any of his obligations that the Customer shall owe to the Bank, or if a special situation shall arise as a result of which the Bank shall have reasonable grounds for concern to suspect that the Customer shall will be unable to perform comply with any of the Customer's obligations undertakings of the Customer towards to the Bank, the the non-performance of failure to comply with which, in the Bank's opinion of the Bank, may jeopardize shall be liable to endanger the repayment of the Credit to the Bank, or which if, in the Bank's opinion of the Bank, shall endanger any collateral that has been or shall received or to be received by the Bank from the Customer or from any other party another to for the purpose of secure securing any such undertaking of the Customer's obligations to the Bank is at risk, or in the event of occurrence, or reasonable concern of the occurrence, of that there shall exist, or there shall be a reasonable apprehension that there shall be a material adverse changes in the value of the Collateral compared to relative to the value or amount of the Credit, irrespective of whether the value of the Collateral shall have been reduced decreased or whether there shall be an increase in the Credit or the computation thereof of the Credit relative to the Collateral shall have increased, in relation to the collateral, for any whatever reason, including as a result of changes or fluctuations in the various currency rates of the different currencies, which shall have caused or shall be likely to may cause an increase in the Bank's exposure of the Bank to vis-à-vis the Customer or a disparity between the Collateral and the Credit or the computation thereof in relation relative to the Collateral.

32. **Section 24.1.17 (former section 24.1.13)**

If the documents of incorporation of the Customer and/or the guarantor of the debt of the Customer have been ~~are~~ amended – in a manner that shall be liable to detrimentally may adversely affect the rights of the Bank or the undertakings of the Customer's obligations to ~~towards~~ the Bank.

33. **Section 24.1.18 (former section 24.1.14)**

If the Customer, which is a company, shall pass adopts a resolution of Restructuring with regard to a change in the structure of the Customer as hereinafter defined:

“A change in structure Restructuring” shall mean: the merger or split (as these expressions within the meaning of such terms ~~are defined~~ in Part FIVE “B” E2 of the Income Tax Ordinance (New Version) or in the Companies Law, including consolidation or and re-organization, whether as the surviving an absorbing company or as a the target company, as well as any action other than ~~not performed~~ in the ordinary and current course of business the result of which is the purchase acquisition of assets and/or undertakings liabilities of another entity, including a settlement or compromise arrangement in accordance with Sections 350 and 351 of the Companies Law, or the transfer of assets in consideration of for shares or other securities or for other consideration (whether in a single transaction or in a series of transactions).

34. **Section 24.1.19 (former section 24.1.15)**

If it shall become apparent transpires that any declaration by the Customer or by the guarantor of the debt of the Customer in this document or in any contract, undertaking, deed of pledge, deed of charge, debenture, bond, letter of guarantee or other instrument, that shall have been made in the past previously made or that shall to be made in the future - is incorrect or incomplete.

35. **Section 24.1.20 (former section 24.1.16)**

If any event occurs which entitles a financial institution, a bondholder, or another material creditor to accelerate a debt, of if any of the aforementioned requires the payment of any of the Customer's debts or liabilities or charges, in whole or in part, to any of them.

~~If the Customer shall be required to make prepayment of the debts that the Customer shall owe to financial institutions or to debenture or bond holders or another material creditor~~

36. **Section 24.1.21 (former section 24.1.17)**

~~If the collateral~~ the Collateral or any part of the Collateral shall be is destroyed, burnt down or lost.

37. **Section 24.1.22 (former section 24.1.18)**

If the Customer and/or the a guarantor of the Customer's debt of the Customer shall be is about to leave Israel.

38. **New section 24.1.23**

If the name of the Customer or the name of a control holder (within the definition of the term “control holder” in the Money Laundering Prohibition Law, 5770-2000), or the name of a material shareholder of the Customer (according to the Bank’s discretion), is included in any list of individuals and/or entities with whom it is prohibited to deal and/ or transact (including banking activity), published by the Israeli Government, another government, the United Nations, the European Union and/or other suchlike entities, which is implemented by the Bank, and all in accordance with the Bank’s policy, and in the event of a trust account, if any party to the trust account is included in such list (trustee, beneficiary, settlor or protector) or a control holder thereof.

39. **New section 24.1.24**

If the Customer, as defined in the Credit Data Law, 5776-2016 (the “Credit Data Law”), who shall have given the Bank his consent, according to Section 26(a)(4) of the Credit Data Law, to the provision of credit data about him, which are included in the database, to the Credit Office for the preparation of a credit report to be delivered to the Bank, requests the Bank of Israel that the credit data about him be excluded from the database (according to Section 22 of the Credit Data Law), or that credit data about him, which are included in the database, not be provided for the preparation of a credit report (according to Section 30 of the Credit Data Law), as long as the Credit with respect to which the consent was given is not repaid or before the expiration of the consent as determined in the consent document, whichever is earlier.

40. **New section 24.1.25**

If a guarantor for Credit who shall have given the Bank his consent, according to Section 26(a)(4) of the Credit Data Law, to the provision of credit data about him which are included in the database to the Credit Office for the preparation of a credit report to be delivered to the Bank, requests the Bank of Israel that the credit data about him be excluded from the database (according to Section 22 of the Credit Data Law), or that the credit data about him, which are included in the database, not be provided for the preparation of a credit report (according to Section 30 of the Credit Data Law), as long as the Credit with respect to which the consent was given is not repaid or before the expiration of the consent as determined in the consent document, whichever is earlier.

41. **New section 24.1.26**

If credit data that are specified in Section 3 of the Credit Data Regulations, 5778-2017, are received, which clearly indicate that the Customer fails to repay payments for the purpose of Section 22 of the Credit Data Law, or the circumstances specified in Section 4 of the Credit Data Regulations, 5778-2017 occur, which clearly indicate that the Customer fails to repay payments for the purpose of Section 35 of the Credit Data Law.

42. **New section 24.1.27**

If any of the events specified in Sections 24.1.2 to 24.1.25 occurs to any of the Customer’s guarantors and/or to anyone that shall have provided the Bank collateral

to secure the repayment of the Credit, and the Customer fails to provide the Bank, within 30 days of the occurrence of one or more of the aforesaid events, a letter of guarantee and undertaking signed by another person or entity agreed by the Bank in advance and in such language as shall be determined by the Bank, whereby such person or entity will guarantee the Bank the full and accurate payment of the Secured Amounts. The provisions of this Section 24.1.26 shall apply mutatis mutandis also to such new guarantor, as if he were the original guarantor, and to anyone that shall take his place.

43. End of section 24.1

~~So far~~ Insofar as a waiting grace period or an extension of time shall have been agreed upon, then, in any circumstances in which a there is real apprehension concern shall exist with respect to the ability of the Bank to collect as a consequence result of the said such waiting grace period or extension, the Bank shall be entitled to realize the act and exercise its rights of the Bank immediately, without any delay or postponement postponements and without waiting , and also without even having to give a warning giving notice as stipulated specified in Section 24.1 above, and notwithstanding anything stipulated in this agreement herein.

44. Section 24.2.1

If the Bank shall exercises the Bank's right of the Bank in accordance with under Clause Section 24.1 above, pursuant to each any of its alternatives the subsections thereof, the Secured Amounts shall bear Maximum Interest as provided in Section 8.2 above, from the date immediate payment shall have been demanded acceleration date until the actual full repayment thereof in full.

45. Section 24.2.2

In addition to the provisions of Section 24.2.1 above, the Customer shall pay the Bank, compensation as agreed and assessed in advance as pre-estimated liquidated damages, for any destruction loss, loss or damage or deficit that shall be caused to the Bank as a result of immediate payment acceleration of the loan being demanded Credit - a sum equal to the total of all the amounts ordinarily collected by the Bank customarily collects as a pre-payment commission fee as shall be prevailing at the Bank from time to time, or the amount that the Bank shall be is permitted to collect as a pre-payment commission fee pursuant to the Law and/or pursuant to any the Directives of the Bank of Israel – whichever shall be higher is lower.

46. Section 24.3

In each of the circumstances cases stipulated listed in Section 24.1 above, the Bank shall be entitled to may take any and all the legal steps measures deemed fit thereby ~~that the Bank shall deem fit to realize~~ enforce the Collateral and/or collect the balance of the Secured Amounts and the expenses, together with plus Maximum Interest as stipulated in Section 8.2 above, in any manner deemed ~~that the Bank shall deem fit thereby~~, and in particular and without prejudice to the generality of ~~the~~ its rights of the Bank, the Bank shall be entitled to may sell or otherwise transfer the Collateral and/or realize enforce the Collateral in using all the other ways that shall be permitted by the law. Any and all the expenses (including advocates' professional legal fees) so incurred entailed thereby shall be borne by the Customer and shall bear interest at the

~~rate stipulated in Clause 5 Maximum Interest as specified in Section 8.2 above, from the date they shall be incurred until their fully repaid repayment in full. Until such time, the expenses shall be secured by the Collateral and the consideration therefor for the Collateral. Nothing stipulated herein shall be deemed as derogating from the rights of the Bank's right to sue the Customer, alone or together with others, pursuant to any bill deed, contract, undertaking, collateral guarantee or collateral or other document, and any such claim suit as aforesaid shall not impair derogate from the right of the Bank's right to claim any amount anything due to the Bank from the Customer pursuant to this document, at any time the Bank shall deem fit.~~

~~Likewise Furthermore, each of the circumstances events stipulated in Section 24.1 above, and each of the events entitling the Bank to accelerate Credit (in accordance with the Terms and Conditions of Engagement as defined in Section 33.3 below) shall be deemed to be a fundamental material breach event (in this document: "Material Breach Event") by the Customer and the Bank shall be entitled may, at according to the Bank's the discretion of the Bank, to take any measures seek any remedy conferred upon the Bank pursuant to any agreement or Law, including, the full or partial enforcement or revocation of any agreement between the Bank and the Customer.~~

47. New section 24.4

It is clarified that upon the occurrence of a Material Breach Event the Customer shall be obligated to immediately pay the Bank, and the Bank may immediately debit the Customer's account with the Bank for, the full revaluated sum of a bank guarantee (and any document of similar nature, such as documentary credit) the Bank shall have issued for the Customer (in this section: a "Contingent Debt"), even before the beneficiary of a Contingent Debt demands the forfeiture thereof, regardless of whether the balance of such account is positive at such time, or the balance of the account is negative at such time, or the balance thereof becomes negative as a result of the debit. Without derogating from any other measure available to the Bank for collection of the Secured Amounts, the Bank may immediately offset any amount so debited in the account or due from the Customer against any right the Customer has vis-à-vis the Bank in the account or in any other account. If such account shall have been debited in respect of a Contingent Debt, and such Contingent Debt shall have subsequently expired or been cancelled irrevocably, without the Bank having been required and without the Bank further being required to pay any amount in respect thereof, the Bank shall retroactively cancel any debit charged to the account as set forth above.

48. New section 24.5

It is hereby agreed that the interest rate as determined and/or to be determined in a specific credit agreement will automatically increase at an annual rate of up to 3% in each of the events specified in Sections 24.1.2 to 24.1.26 above and/or in Sections 24.5.1 to 24.5.2 below, from the date of occurrence of the event and for the duration of the period of the breach according to the Bank's records, in respect of the increase in the Bank's risk as a result of the occurrence of the Material Breach Event as aforesaid. Such additional interest shall be debited by the Bank in the Customer's account on the date of interest payments or charges as specified in any specific credit

agreement and in addition thereto. The Bank shall give the Customer written notice of the rate of the additional interest within 30 days of the day on which the Bank learns of an event specified in Sections 24.5.1 to 24.5.2 below and/or the Material Breach Event (as applicable). Insofar as the aforesaid notice is given after the lapse of 30 days from the date on which the Bank learns of the said event, such additional interest shall then be charged from the date of such notice and for the duration of the period of the breach (according to the Bank's records). It is clarified that the remedying of the event specified in Sections 24.5.1 to 24.5.2 below and/or the Material Breach Event shall not entitle the Customer to a refund of the said additional interest. It is further clarified that the Bank's right to the additional interest and the actual collection thereof as set forth above shall neither derogate from nor suspend nor impair any remedy conferred and/or to be conferred upon the Bank by any Law and/or agreement, and inter alia, the foregoing shall not derogate from the Bank's right to collect from the Customer nor from the Customer's obligation to pay the Bank Default Interest and/or Maximum Interest, insofar as any such obligation exists, as set forth herein and/or in a specific credit agreement, and the provisions of this section are in addition thereto.

49. **New section 24.5.1**

If the Customer's name is about to be removed or is removed from any register maintained by Law, or if notice of the intention to register the Customer as a violating company (within the meaning thereof in Section 362A of the Companies Law) is recorded in the register maintained by the Registrar of Companies with respect to the Customer or if the Customer is registered in such register as a violating company.

50. **New section 24.5.2**

Or if the Customer's rating is downgraded by any rating agency.

51. **New section 24.6**

The Bank may deny any benefit (personal or in respect of the Customer's belonging to a certain group of people or a workplace) given to the Customer in connection with the activity in his account, if the Customer is delinquent in payment and the Bank shall have handed over the collection of the debt to its counsel and/or to a function at the Bank designated for handling the collection of debts from customers indebted to the Bank.

52. **Section 27.1**

Any silence or lack of response by the Bank in connection with the non-performance, incomplete performance or incorrect performance of any undertaking whatsoever of the Customer contained in this document and/or failure to take action or failure to use a remedy that are conferred upon the Bank by this document and/or by any law, shall not be deemed a waiver by the Bank of any of the rights of the Bank in connection with such non-performance, incomplete performance or incorrect performance. If the Bank on any occasion shall agree to a matter contrary to the terms and conditions of this document, such consent of the Bank shall be deemed limited to that occasion alone, and shall not be deemed a general agreement or a general waiver.

53. **Title of Section 28**

Transfer of Rights and Risks

Previous title of Section 28

Transfer of Rights

54. **Section 28.1**

The Bank may, at any time, subject to the provisions of any Law, choose any of its branches to provide and/or manage Credit and/or transfer Credit from branch to branch.

55. **Section 28.2**

The Bank may, at any time, according to its discretion and without requiring the consent of the Customer, subject to the provisions of any Law, assign and/or transfer to another and/or share with another its rights and/or risks vis-à-vis the Customer of whatever type, in whole or in parts, including the Credit, Collateral, encumbrances and deeds of pledge, in whole or in parts (any of the above: the "Transaction"), and any recipient of such transfer and/or assignment and/or sharing (any of the above: the "Recipient") may likewise, subject to the provisions of any Law, share with another and/or assign and/or transfer to another the said rights and/or risks, without requiring the consent of the Customer. The Transaction may be effected by way of an endorsement in the margins of or on this document and/or the letter of engagement according hereto and/or in any other manner that the Bank shall deem fit – attempting, insofar as is reasonable under the circumstances, to give notice thereof to the Customer.

The Transaction shall not adversely affect any of the Collateral, even if the Collateral and/or the rights and/or risks therein shall have been transferred and/or assigned and/or shared, in which case the Bank and/or the Recipient may enforce the Collateral, all as agreed between the Bank and the Recipient. The Customer undertakes to cooperate, insofar as required, for the purpose of the Transaction, including signing any document that shall be required for such purpose.

56. **Section 28.3**

The Bank may, at any time, disclose Information (as defined below) to any Recipient and/or possible recipient with which the Bank is conducting negotiations for the performance of the Transaction ("Possible Recipient"), and/or to consultants on behalf of the Bank and/or a Recipient and/or a Possible Recipient. The transfer of Information is subject to the signing of a confidentiality undertaking in the Bank's standard form by any of the aforementioned, unless any of the aforementioned is subject to a duty of confidentiality either professionally and/or by law or contract.

"Information" means: Including any information that is currently in the Bank's possession and/or that will be in its possession in the future, and including information that has been and/or shall be transferred to the Bank by the Customer and/or on behalf of the Customer, transfer of which is necessary and/or preferable in connection with the Transaction, including information on Credit and/or Collateral.

57. **Section 28.4**

The Customer may not transfer and/or assign any of the Customer's rights and/or obligations pursuant hereto, other than with the prior written consent of the Bank.

58. **Section 28.5 (former section 28.1)**

59. **Section 28.6 (former section 28.2)**

The Customer shall be ~~may~~ not be entitled to transfer and/or to assign any of the rights and obligations of the Customer pursuant hereto, except with the prior written consent of the Bank

60. **Section 30**

All the payments and expenses that shall arise in in connection with the preparation of and/or the entering into the obligations pursuant to this document and/or the enforcement thereof against the Customer and/or the guarantors, including the preparation and receipt of the Collateral pursuant hereto, including the legal and/or other expenses which the Bank shall not be able to avoid by reasonable means, ~~commissions~~ the fees that shall have been approved from time to time by the Bank of Israel, governmental and official fees, stamp taxes, taxes and levies connected with the granting of the Credit, and including the creation, registration, cancellation (at the appointed time) of the Collateral and/or realization of the Collateral, including advocates' professional fees, shall be borne and paid by the Customer to the Bank immediately upon their payment or immediately upon the first demand of the Bank. In the event that the Customer shall not pay the amounts deriving from the said payments on time, all the said amounts shall bear Maximum Interest as provided in Section 8.2 above, from the date of the disbursement until the payment thereof by the Customer to the Bank. Such amounts shall constitute part of the debt of the Customer to the Bank pursuant hereto and such amounts shall also be secured by the above mentioned collateral.

61. **Section 31.2.3**

In every event that the Customer shall not be entitled to pre-pay a loan pursuant to any provision, directive or Law as stipulated in Sections 31.2.1 and 31.2.2 above, the Customer shall be entitled to do so only and exclusively subject to the prior written consent of the Bank thereto, and in accordance with the terms determined by the Bank in such regard. The Bank shall be entitled to make the consent of the Bank conditional upon the payment of a pre-payment ~~commission~~ fee and/or penalty and/or any other payment and shall be entitled to determine the pre-payment date. In the event that the pre-payment shall be effected as stipulated in this Section 31.2.3, the interest shall be computed up to the date of actual payment.

62. **Section 31.3**

For the avoidance of doubt, it is hereby expressed and emphasized that the foregoing shall not prejudice or derogate from the right of the Bank ~~to call for the immediate repayment of~~ accelerate any loan in accordance with the Terms and Conditions of Engagement that shall have been agreed upon between the parties, as defined in Section 33.3 below.

63. **Section 33.2**

So long as the Credit shall not actually be granted and the Customer shall not as yet have perfected the Collateral and/or shall not have furnished the documents and/or shall not have complied with all the conditions stipulated by the Bank for the granting of the Credit, the Bank shall be entitled to defer the granting of the Credit or part thereof or to postpone, reduce or revoke the Credit, or to alter the interest or the commission fee, at the exclusive discretion of the Bank and as the Bank shall deem fit.

64. **Section 33.3**

In the event of a breach by the Customer of any of the terms of this document, or of any other document pursuant to which the Customer shall have ~~communicated~~ engaged with the Bank (~~hereinafter jointly and severally~~ in this document: the "communication Terms and Conditions of Engagement"), or upon the occurrence of ~~any of the events stipulated in Clause 24 above~~ any event listed in Sections 24.5.1 and 24.5.2 above and/or any Material Breach Event, or in the event that for any reason the Customer shall not receive the full amount of the Credit from the Bank, the Bank shall be entitled to revoke its consent to provide the balance of the Credit that shall not yet have been received by the Customer as at such time, and in such case, the ~~terms of the communication~~ Terms and Conditions of Engagement shall apply, mutatis mutandis in accordance with the circumstances of the case, to the amount that shall have been received by the Customer from the Bank at such time.

The foregoing shall not derogate from the rights of the Bank in accordance with the ~~contract~~ Terms and Conditions of Engagement (including the rights of the Bank pursuant to Section 24 above).

65. **Section 37**

~~In the event that~~ If the Customer shall fails to timely repay to the Bank all or any part of the amounts that the Customer shall be obliged to repay in respect of any Israeli currency credit loan at the appointed time, all the such unpaid amounts not repaid as aforesaid and/or the all amounts that shall become due for immediate payment accelerated amounts shall then bear Default Interest as defined below:

~~"Default interest" means the maximum statutory default interest rate (hereinafter in this document: the "statutory default interest") that shall prevail at such time in respect of credit of the said type of credit, if any statutory limit shall apply to the default interest rate. If no statutory limit shall exist on the default interest rate, any such balance in default shall bear interest at the maximum interest rate as provided in Clause 8.2 above.~~

~~Statutory default interest or maximum interest as above, shall apply to all amounts in default, in respect of the period commencing at the termination of the date specified for payment, until the actual repayment thereof.~~

~~Default interest, as aforesaid, shall be computed by the Bank and shall apply to the entire amount in default. Written confirmation by the Bank or the officer of the Bank regarding the default interest rates as defined above shall serve as prima facie proof~~

of the rate thereof. Default interest pursuant to the computations of the Bank for the purpose of this Clause shall mean the interest computed by the Bank on the daily balances and shall be added by the Bank to the amount in default, at the termination of the appointed time as shall be determined by the Bank from time to time and subject to any law. "Default Interest": The Bank of Israel interest rate plus 1.5% plus the maximum risk premium in the third interest bracket in a Credit Facility in corporate RDA, as published on the Fair Disclosure Board posted at the Bank's branches and on its website, under the Credit Interest Rates section.

In the event that a maximum statutory default interest rate exists (presently: index-linked loans), the Default Interest shall be at the rate of the statutory default interest.

The Default Interest shall apply to all amounts in default, in respect of the period between the date determined for such payment and the actual repayment thereof, and to all accelerated amounts, in respect of the period between the acceleration date and the actual repayment thereof.

Written confirmation by the Bank regarding the Default Interest rates shall serve as prima facie proof of the rate thereof. Default Interest according to the Bank's computations for the purpose of this section shall mean the interest computed by the Bank on the daily balance and shall be added by the Bank to the amount in default, at the end of every calendar quarter, subject to any Law.

66. **Section 38**

If the Customer fails to timely repay the Bank all or any part of the amounts the Customer is required to repay in respect of a foreign currency loan, all such unpaid amounts and/or all accelerated amounts shall then bear Foreign Currency Default Interest as defined below:

"Foreign Currency Default Interest": The daily LIBOR interest rate in the currency of the loan plus the maximum risk premium on debit balance in foreign currency checking accounts as published on the Fair Disclosure Board posted at the Bank's branches and on its website, under the Credit Interest Rates section.

In any event, such default interest shall not exceed the statutory default interest rate applicable at such time to credit of the type of credit concerned, if a statutory limit applies to the rate of the default interest.

Such default interest shall apply to all amounts in default, in respect of the period between the date determined for such payment and the actual repayment thereof, and to all accelerated amounts, in respect of the period between the acceleration date and the actual repayment thereof.

The Foreign Currency Default Interest shall be computed by the Bank on the daily balance and shall be added by the Bank to the amount in default, at the end of every calendar quarter, subject to any Law, and shall be paid by the Customer on the dates determined by the Bank. Written confirmation by the Bank regarding the Foreign Currency Default Interest rates shall serve as prima facie proof of the rate thereof.

~~Any amount the Customer shall be obliged to pay in foreign currency according to this document that shall not be paid at the appointed time, and/or all the amounts that shall become immediately repayable upon the occurrence of an event of default as provided in Clause 24 above, shall bear default interest at the legal maximum interest rate prevailing at the Bank at such time in respect of credit of that type, if any statutory limit shall apply to the default interest rate. If no statutory limit shall apply to the default interest rate, any balance in default as aforesaid, shall bear interest at the maximum interest rate that shall prevail at the Bank at such time on debit balances in foreign currency accounts (foreign currency deposit or foreign resident deposits according to the status of the Customer and the classification of the credit) without an approved framework, all according to the relevant type of currency (hereinafter in this document "maximum foreign currency interest").~~

~~Maximum foreign currency interest as aforesaid shall apply to all the amounts in default or one or several of the components of the amount in default (in respect of any amount or part thereof) for the period beginning at the termination of the date specified for payment, until the actual repayment thereof.~~

~~Maximum foreign currency interest shall be computed by the Bank. Maximum foreign currency interest according to the computations of the Bank in this Clause shall mean the maximum foreign currency interest computed by the Bank on the daily balances and shall be added by the Bank to the amount in default, at the termination of every period as shall be determined by the Bank from time to time, subject to any law, and shall be paid by the Customer on the dates determined by the Bank. Written confirmation by the Bank or an officer of the Bank regarding the maximum foreign currency interest rates shall serve as prima facie proof of the said rate.~~

67. **Section 39.4**

~~To furnish the Bank with the financial statements of the Customer, audited and certified by certified accountants, immediately after the preparation thereof and by no later than the termination lapse of every six nine months period from the date to which they refer.~~

68. **Section 39.5**

~~At the request of the Bank, to furnish the Bank, with the financial statements of the Customer's subsidiary subsidiaries companies of the Customer, audited and certified by certified accountants, immediately after the preparation thereof and by no later than the termination lapse of every six nine months period the date to which they refer.~~

69. **New Section 40.1.3**

~~That it has been clarified to the Customer that the Bank and/or the correspondent bank may refuse to perform a transaction according to their discretion on grounds of prevention of money laundering and terrorism financing and/or if there is any concern that the performance of the transaction conflicts with their policy or may cause the violation of international agreements or sanctions, and that examinations for the purpose of making such decision may delay the performance of a transaction. The~~

Customer confirms that it shall have no claims against the Bank due to the delay and/or non-performance of the transaction.

70. **New title of Section 45**

General Terms and conditions with respect to Credit

71. **Section 45.1.6 (former section 45.6)**

and the Bank shall determine that as a result of all the foregoing (namely, the provisions of Sections ~~45.4~~ 45.1.1 to ~~45.5~~ 45.1.5 above) or any of them, the cost or expense to the Bank in connection with the granting of the Credit (or part thereof) or the continued existence of the Credit (or any part thereof) shall increase or that the principal and interest that the Bank shall be entitled to receive in connection with the Credit shall be reduced, then, in each of the cases mentioned in the above sections, and without derogating from and without prejudice to any right of the Bank pursuant hereto, the Bank shall be entitled to refuse to grant the Credit, or any part thereof, to the Customer (in the event that the Bank shall not as yet have granted the Credit to the Customer), and in the event that the Bank shall have granted the Credit or any part thereof to the Customer, the Customer shall pay the Bank, from time to time, on the first demand of the Bank, such amount as, in the opinion of the Bank, shall be sufficient to compensate the Bank for the increase in the costs and expenses of the Bank with respect to the Credit or the reduction of the principal and interest as aforesaid, and any amount determined by the Bank from time to time as aforesaid, shall bind the Customer.

72. **End of section 45.1**

For the purpose of this Section 45, the ~~expression term~~ term "Any Change in the Law" means - a change in any country, of any statute, ~~procedure~~, regulation, order or directive or a change in the interpretation of any ~~such~~ such statute, ~~procedure~~, regulation, order or directive, by or on the part of the Ministry of Finance or any other government ministry, the Bank of Israel or the central bank of any other country, or a court, tribunal or another competent entity or another competent authority authorized for this purpose.

73. **New section 45.2**

Illegality

If, at any time, according to the Bank's discretion, it transpires that the provision of the Credit to the Customer or the continuation thereof are illegal or impossible for the Bank, including if Any Change in the Law (as defined in Section 45.1 above) or a change in the manner of application thereof shall have occurred, the Bank may refuse to provide any or all of the Credit to the Customer, and in the event that the Credit shall have been provided to the Customer, the Bank may demand the prepayment of the outstanding balance of the Credit. In any case of such prepayment demand, the Customer undertakes to repay the Bank, within 30 days of the Bank's first written demand, the entire sum of the outstanding balance of the Credit. For the avoidance of doubt, it is clarified that prepayment as specified in this section shall be subject to the

terms and conditions specified herein and in the Terms and Conditions of Engagement (as defined in Section 33.3 above).

74. **Section 47.2.1**

The Prime Interest rate that shall be in force at the Bank on the ~~date of the granting of the loan~~ Loan Provision Date;

75. **Section 47.2.2**

~~the fixed supplement~~ A premium rate (hereinafter in this Section 47: the "fixed supplement Premium").

76. **Section 47.3**

Upon or after the granting of the loan, a repayment schedule which shall constitute an integral part of this document shall be sent to the Customer stipulating the nominal interest, including details of the components thereof, as well as the adjusted interest (which shall also be a floating rate

77. **Section 47.4**

In every instance that during the loan period a change shall occur from time to time in the Prime Interest as defined in Section 47.7 below (hereinafter in this Section 47.4: the "New Prime Interest") or the ~~supplement~~ Premium shall be altered from time to time (hereinafter: the "New ~~supplement~~ Premium"), the Nominal Interest Rate shall be altered, so that a new nominal interest rate shall be determined, increased or reduced in accordance therewith, which shall consist of the new Prime Interest rate together with the ~~supplement~~ Premium or the ~~new supplement~~ New Premium, as the case may be, (hereinafter in this Section 47: the "new Nominal Interest Rate") .

78. **Section 47.7**

"Prime Interest " means: The Bank of Israel Interest plus 1.5% ~~the nominal annual rate for the base interest prevailing at the Bank from time to time in respect of a Revolving Debit Account in Israeli currency, on approved credit frameworks.~~

79. **Section 47.8**

"Bank of Israel Interest" – As defined in the Fair Credit Law, 5753-1993 ~~the interest rate published from time to time by the Bank of Israel, as the Bank of Israel Interest.~~

80. **Section 47.9**

The Bank shall give the Customer at least three business days' prior notice, on a notice board located at the branches of the Bank and/or by publishing a notice in two daily newspapers, or in any other legal form, of the intention of the Bank to increase the Prime Interest rate as defined in Section 47.7 above and/or the ~~supplement~~ Premium rate and in the event that a decrease in the Prime Interest rate and/or the ~~supplement~~ Premium shall occur, the Bank shall publish a notice as aforesaid, no

later than three business days after the said reduction - and as of the date stipulated in such notice, the Customer shall pay the Bank the new Nominal Interest Rate as so determined, on the unpaid balance of the loan,

81. Section 52.2

Notwithstanding the provisions of Section 48 above, and regardless of any interest rate agreed upon as aforesaid in relation to the first Interim Period, the Bank shall change the interest rate prevailing on the unpaid balance of the loan at the termination of every two year, three year, four year or five year period from the ~~date of the granting of the Loan~~ Provision Date, as shall be agreed upon between the Bank and the Customer (every such period hereinafter shall be referred to in this part as: an "Interim Period", and the termination of every such period hereinafter shall be referred to in this part as: a "Station").

82. Section 52.3

The interest rate applicable to each of the Interim Periods, save for the first Interim Period, shall be the tariff interest rate prevailing at the Bank in respect of fixed interest index linked loans for the Interim Period, as published by the Bank in the Bank circulars to the branches, in force at such time, less the fixed annual percentage margin as shall be agreed upon between the Bank and the Customer (this interest hereinafter in this part: the "Interim Interest"). The Interim Interest for each of the Interim Periods shall be determined at each Station, and shall be in force ~~for the entire~~ throughout such Interim Period interim period until the date of the subsequent Station and thereafter, until the termination of the loan period.

83. Section 53.2

In every instance that pre-payment shall be effected pursuant to the provisions of this Clause, the Customer shall not be required to pay a pre-payment ~~commission fee~~ severance penalty.

84. Section 60.1

The loan amount shall bear annual interest linked to the Base Representative Rate. The annual interest shall accrue at a rate equal to the "LIBOR Rate" as defined below (or to the Alternative Interest Rate, as defined in Section 12.2 of the Account Management booklet), together with a fixed percentage margin agreed upon between the Bank and the Customer (hereinafter in this part: the "Margin") (the LIBOR Rate (or the Alternative Interest Rate) together with the Margin hereinafter in this part: the "Overall Interest Rate"). The LIBOR interest shall be determined for a period of three or six calendar months pursuant to the Gregorian calendar or any other period, as shall be agreed between the Bank and the Customer at the time the loan shall be granted (hereinafter in this part: the "Interest Period"). The Overall Interest Rate on the loan shall be computed for each Interest Period ~~on the unpaid balance of the loan which the Customer shall owe the Bank from time to time~~ amounts owed by the Customer to the Bank from time to time in respect of the outstanding balance of the amount of the loan.

85. Section 60.2

The expression "LIBOR" or "LIBOR Rate" in this ~~part~~ document shall mean the LONDON INTERBANK OFFERED RATE, which is the interest rate offered to large banks on deposits in the relevant foreign currency (identical to the currency to which the loan shall be linked) in the London interbank market, for the Interest Period, as published at 11:00 am London time, two bank business days on which trade is conducted in the financial markets in London prior to the commencement of any Interest Period (hereinafter in this part: the "Interest Determination Date"). The source of information from which the LIBOR Rate shall be ~~obtained shall be that appearing on the page in the Reuters system known as LIBOR01 or LIBOR02 (as appropriate) or the page in the Bloomberg system known as BBAM or any other acceptable system – all as the Bank shall determine~~ taken is page LIBOR01 or page LIBOR02 (as applicable) in the Reuters system or in the Bloomberg system known as BBAM or any other generally accepted system – and all as determined by the Bank.

86. Section 60.3

It is hereby declared and agreed that in the event that the LIBOR Rate ceases to exist and/or to be published, the provisions of Section 12.2 of the Account Management booklet shall apply, and the Alternative Interest Rate shall replace the LIBOR Rate both in this document and in any document of the Bank (including the Terms and Conditions of Engagement as defined in Section 33.3 above). Without derogating from the aforesaid, it is represented and agreed that in the any event that where at any time the Bank ~~shall~~ determines (and every any such determination shall bind the Customer for all intents and purposes) that the Bank ~~shall~~ does not have suitable means for determining the LIBOR Rate (or the Alternative Interest Rate) as provided in this Section 60 above, the Bank shall determine the rate in consultation with economic experts chosen by the Bank.

87. Section 64.1

The loan amount shall bear annual interest at a rate equal to the "LIBOR Rate" (as defined in Section 60.2 above) plus the Margin, together with the percentage margin agreed upon between the Bank and the Customer (as defined in Section 60.1 above) (the LIBOR Rate (or the Alternative Interest Rate) plus the Margin shall be referred to in this part as: the "Overall Interest Rate"). The LIBOR interest shall be determined for a period of three or six calendar months pursuant to the Gregorian calendar or any other period, as agreed between the Bank and the Customer at the time the loan is granted (hereinafter in this part: the "Interest Period"). The Overall Interest Rate on the loan shall be computed for each Interest Period on the unpaid balance of the loan which the Customer shall owe the Bank from time to time amounts owed by the Customer to the Bank from time to time in respect of the outstanding balance of the amount of the loan.

~~The expression "LIBOR" or "LIBOR rate" in this part shall mean the LONDON INTERBANK OFFERED RATE, which is the interest offered to large banks on deposits in the relevant foreign currency (identical to the currency in which the loan is granted) in the London interbank market, for the interest period, as published at 11:00 am London time, two bank business days prior to the commencement of any interest period (hereinafter in this part: the "interest determination date"). The source of information from which the LIBOR rate shall be obtained shall be that appearing on~~

~~the page in the Reuters system known as LIBOR01 or LIBOR02 (as appropriate) or the page in the Bloomberg system known as BBAM or any other acceptable system – all as the Bank shall determine.~~

88. **Section 64.2**

It is hereby declared and agreed that in the event that the LIBOR Rate ceases to exist and/or to be published, the provisions of Section 12.2 of the Account Management booklet shall apply, and the Alternative Interest Rate shall replace the LIBOR Rate both in this document and in any document of the Bank (including the Terms and Conditions of Engagement as defined in Section 33.3 above). Without derogating from the aforesaid, it is represented and agreed that in the any event that where at any time the Bank shall determines (and ~~every~~ any such determination shall bind the Customer for all intents and purposes) that the Bank shall does not have suitable means for determining the LIBOR Rate (or the Alternative Interest Rate) as provided in this Section 64 above, the Bank shall determine the rate in consultation with economic experts chosen by the Bank.

89. **Title of Section 6**

Determination of a Foreign Currency Allocation] for Uses Abroad by Credit Card Type
Previous title of Section 6

Determination of Foreign Currency Allotment for Use Abroad in Accordance with Type of Credit Card

90. **Section 75.1**

The Bank hereby notifies the Customer that from time to time the Bank shall determine a an foreign currency allotment allocation for use of foreign currency abroad for the holders of international credit cards (hereinafter in this Section 75: a "Foreign Currency Allocation:") in accordance with the different types of credit cards.

91. **Section 75.2**

The Foreign Currency Allocation ~~shall refer to~~ concerns all the uses that ~~shall be~~ made abroad, including the withdrawal of cash from Automated Teller Machines (ATM) and at bank counters and ~~it shall be~~ is automatically renewed as follows:

International credit cards issued by Isracard Ltd and/or Europay (Eurocard) Israel Ltd (hereinafter in this part: the "Isracard Concern") and/or by Poalim American Express Ltd (hereinafter in this part: "American Express") - once every 14 days.

International credit cards issued by Diners Club Israel Ltd and/or Israel Credit Cards Ltd (hereinafter in this part: "Diners") (the allotment also relates to uses that shall be made in Israel) - once every month.

International credit cards issued by Israel Credit Cards Ltd (hereinafter in this part: "Visa") (except for international Visa credit cards issued for 3 months) - once every 3 months.

92. **Section 75.3**

With regard to the international credit cards of the Isracard Concern and/or American Express, the amount of the Foreign Currency Allocation ~~foreign currency allotment~~ shall be personal only and shall apply to all credit cards of such type that shall have been issued or shall be issued in the name of the Customer at one branch of the Bank, ~~in accordance with the higher such allotment~~ according to the higher allocation among them.

With regard to international Diners credit cards, the Foreign Currency Allocation ~~foreign currency allotment~~ shall apply to all the credit cards of such type that that shall have been issued or shall be issued to the Customer in the account, ~~in accordance with the higher such allotment~~ according to the higher allocation among them.

With regard to international Visa credit cards, the Foreign Currency Allocation ~~foreign currency allotment~~ shall apply to all cards of such type.

93. Section 75.6

The monthly debit statement that shall be sent to the Customer by the relevant credit card company shall state the Foreign Currency Allocation ~~foreign currency allotment~~ available to the Customer, correct as at the date of the debit statement.

If you do not accept the aforesaid changes, please contact your banker at your branch.

**Sincerely,
Mizrahi Tefahot Bank Ltd.**