

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 Business 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 .5.12 – second 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** ~~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. **Section 9**

The Bank shall be entitled at any time to demand that the Customer shall secure all or any of the amounts – principal, interest, ~~commission fees~~, linkage differentials and expenses – that are or shall be due from the Customer – pursuant to bills, guarantees, debt transfers, securities, bills of lading, contracts, certificates, assignments of rights, cash, debentures, bonds, mortgages, pledges, charges, deposits, payment orders or any other collateral (hereinafter in this document: the "Requisite Collateral") which the Bank shall agree to accept, and in such case the Customer shall give the Bank the Requisite Collateral, upon the first demand of the Bank by ordinary letter, and shall do all the acts and sign all the documents that shall be required by the Bank for such purpose. This section should not be interpreted in a manner that shall limit the Bank in respect of the type of collateral required, by analogy or comparison with any expressions.

The foregoing stated in this section shall be subject to other written arrangements that shall be entered into, if entered into, between the Bank and the Customer. In the case of a unilateral alteration by the Bank of arrangements as aforesaid, that shall detrimentally affect the position of the Customer; ~~he~~ the Customer shall have the right to repay the Credit amounts to the Bank within 14 days of the notice of the Bank.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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~~ undertaken by the Customer shall owe in respect of Credit ~~granted provided and/or that shall be granted to be provided~~ 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~~ 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.

12. **Section 19.8.1**

The rights to monies shall include the rights themselves and the consideration therefor, and all the profits, income, and all that derives from the rights to monies or connected therewith so long as the pledge and/or charge shall exist and the consideration therefor ~~shall exist~~

13. **Section 19.8.2**

In the event that the rights to monies, all or any part thereof, shall be damaged, ~~or shall have expired 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

14. **Section 20.3**

~~The pledge and charge that shall be given to the Bank by the delivery of The Bills of Lading that shall be delivered to the Bank shall be deemed as pledged to the Bank, which pledge shall also apply to the documents, the goods to which they relate, the proceeds from all the sales thereof, the insurance benefits paid in respect thereof (if and when paid) and all the other rights of the Customer relating to the said goods and the consideration therefor.~~

15. **Section 20.4.2**

Whether the goods shall be insured by the Customer or by the Bank, pursuant to the requirements of this document or for any other reason and whether the rights deriving from any insurance policy shall have been transferred to the Bank or not, the Customer hereby irrevocably empowers the Bank to represent the Customer, in such manner that the Bank shall have the exclusive right to conduct negotiations with the insurance company/ies and to settle with it/them all the claims in relation to the goods, including the ~~settlement of claims by way of compromise resolution of claims by way of settlement~~ or to the extent necessary, by way of the waiver of any of the rights of the Customer, and in addition to collect the insurance benefits and to utilize them, or to set off, any payment on account of the secured amounts. This power of attorney shall be irrevocable, as the rights of the Bank are dependent thereon. The Bank shall give the Customer notice of actions taken by the Bank pursuant to this Section 20.4.2.

16. **Section 21.1**

The Customer undertakes to pay the Bank, upon the first presentation of the documents or on the first demand of the Bank, all the amounts paid by the Bank, its agents and representatives in connection with the said credit, together with all the charges, including freightage, insurance premiums, storage fees, cables, other telecommunication message expenses - SWIFT, facsimile and the like - and international consignment fees - courier services and the like - ~~agent agents' commissions expenses and charges, together with commissions fees, official fees charges,~~ levies and taxes prevailing pursuant to the law and/or any written document, and in the absence of any law or written document, at the rate customary at the Bank. The Customer also undertakes to compensate and indemnify the Bank at any time in respect of lawsuits and other legal proceedings, claims and demands, damages and expenses deriving from or relating to the documentary credit, and to reimburse the Bank for all the amounts and expenses as aforesaid, together with maximum interest within the meaning thereof in Clause Section 8.2 above, from the date of the payment by the Bank until the date of actual payment by the Customer.

17. **Section 21.16.1**

It is known to the Customer that documentary credits are governed by the ICC Uniform Customs and Practice for Documentary Credits (2003 2007 Revision), ICC Publication No. 600, as in force, altered or republished under any other or different name from time to time.

18. **Section 22.10**

Without derogating from the generality of the foregoing, it is hereby expressly provided that the provisions of Sections 22.1 to 22.9 above apply and relate inter alia to the guarantees of the Bank for the repayment of various bills, where such guarantees have or shall be given by the Bank at the request of the Customer in any form or manner, to a purchaser of bills or rights in bills, endorsed by the Customer. For the purpose of this document, the ~~expression~~ term "Creditor" shall also include purchasers of such bills or rights as ~~aforsaid~~, and the ~~expression~~ term "guarantees" shall also include guarantees ~~that have been or shall be given~~ or to be given by the Bank to ~~the~~ purchasers of such bills as ~~stipulated above~~.

19. **Title of Section 23**

Settlement

Previous title of Section 23

Compromise

20. **Title of Section 24**

Breach, Material Breach, Acceleration and/or Other Remedies

Previous title of Section 24

Events of Default and/or Other Reliefs

21. **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 ~~obliged~~ obligated to - ~~after first having sent a legally valid written warning of the intention to do so to the Customer after sending the Customer written notice of its intention to do so as required by Law, to demand the immediate repayment of~~ accelerate all of 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~~ Upon the demand for immediate repayment 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~~ seek any remedy conferred and/or to be conferred upon the Bank by any Law and/or agreement.

22. **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.

23. 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 order~~ 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 have been~~ submitted by the Customer or ~~by interested parties therein~~ or anyone on his behalf or with the his consent or if the application is for the appointment of a receiver due toin connection with a debenture or a deed of pledge of the Customer.

24. Section 24.1.3

If the Customer is in a state of Insolvency, or shall pass adopts a winding up resolution, or ~~shall file for~~ 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 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 to replace them) with ~~the his~~ creditors of the Customer and/or shareholders and/or 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.

In the event that a corporation other than a company is concerned, the provisions of this Section 24.1.3 shall apply mutatis mutandis.

25. 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).

26. Section 24.1.5

(Cancelled)

27. 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 ~~business of the Customer's business~~ and/or property and/or any part thereof ~~of the Customer~~ or over/in respect of collateral or any part thereof that the Customer shall have secured in favor of the Bank, whether such collateral shall be held in the name of the Customer or in the name of any third party, and the attachment or act of execution (insofar as done by mere registration) shall are not be completely dismissed removed or completely ~~rescinded~~ discontinued within 30 days of ~~the said imposing of~~ of the date of imposition of the attachment order or the date on which the 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.

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

29. 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.

30. 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 Coverage Law, 5741-1981.

31. 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 whether joint or exclusive control) of the Customer, or if any change occurs in the composition of the holders of the issued shares of the Customer or any change in the rights or the number of shares that each of the shareholders shall hold in the share capital of the Customer and where the Customer is a public company whose shares are traded on a stock exchange, if any material change as aforesaid shall occur in the shareholdings of "interested parties" (as "interested party" in a corporation is defined in the Securities Law, 5728-1968), save for holdings in joint investment trust funds, provident funds, pension funds or an insurance corporation – compared to the situation that shall exist 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 share capital of the Customer, shall mean - directly or indirectly, by means of a trustee (including under th Insolvency Law), a trust company, a nominee company or in any other manner, including by means of a subsidiary or affiliate.

The above provisions of this Section 24.1.9 shall also apply, mutatis mutandis, to a corporate entity that is not a company.

32. **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.

33. **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).

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

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

35. **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.

36. **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, provisions or sections of this document or of any agreement, 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~~.

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

If in the opinion of the Bank ~~an material~~ adverse change shall have occurred in the financial and/or business condition of the Customer and/or circumstances exist which may that shall be liable to endanger jeopardize the repayment of the Credit to the Bank or if the Customer shall ~~breach a legal provision~~ violate a provision of Law that shall apply to the Customer and such ~~breach shall be liable to endanger~~ violation may jeopardize the ability of the Customer to fulfil any obligation 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 ~~to suspect~~ for concern that the Customer shall be unable to perform any of the undertakings of the Customer towards the Bank, the non-

performance of which, in the opinion of the Bank, ~~shall be liable to endanger~~ may jeopardize the repayment of the Credit to the Bank, or ~~which if~~ in the opinion of the Bank, ~~shall endanger~~ any collateral that has been or shall be received by the Bank from the Customer or from any other party to secure any such undertaking of the Customer to the Bank ~~is in danger~~, or in the event ~~that there shall exist~~ of occurrence, or ~~there shall be~~ a reasonable ~~apprehension~~ concern of the occurrence, ~~of that there shall be~~ a material adverse change in the value of the Collateral compared to the value or amount of the Credit, whether the value of the Collateral shall ~~have been reduced~~ decreased or whether there shall ~~have been~~ an increase in the Credit or the computation thereof in relation to the Collateral, for any reason, including as a result of changes or fluctuations in the rates of the ~~different~~ various currencies, which shall have caused or ~~shall be likely to~~ may cause an increase in the exposure of the Bank to the Customer or a disparity between the Collateral and the Credit or the computation thereof in relation to the Collateral.

38. 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 towards the Bank.

39. 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 are defined in Part FIVE “B” of the Income Tax Ordinance (New Version) or the Companies Law) including consolidation or re-organization, whether as an absorbing company or as a target company, as well as any action not performed in the ordinary and current course of business the result of which is the purchase of assets and/or undertakings 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 shares or other securities or for other consideration (whether in a single transaction or in a series of transactions).

40. 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, guarantee or other instrument that shall have been made in the past or that shall be made in the future - is incorrect or incomplete.

41. 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 a right to acceleration, or if any of the above entities demand payment of any debts or liabilities or charges, in whole or in part, of the Customer to any of the above entities.

42. Section 24.1.21 (former section 24.1.17)

If the Collateral or any part of the Collateral ~~shall be~~ are destroyed, burnt or lost.

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

If the Customer and/or the guarantor of the debt of the Customer shall be is about to leave or shall have left Israel.

44. **New section 24.1.23**

If the financial statements of the Customer, which is a company, include a “going concern” note.

45. **New section 24.1.24**

If the name of the Customer or the name of a controlling shareholder (within the definition of the term “controlling shareholder” 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 transact/deal (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 controlling shareholder thereof.

46. **New section 24.1.25**

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 to exclude the credit data about him 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), for 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.

47. **New section 24.1.26**

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 to exclude the credit data about him 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 to the Bank for the preparation of a credit report (according to Section 30 of the Credit Data Law), for 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.

48. **New section 24.1.27**

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 make 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 make payments for the purpose of Section 35 of the Credit Data Law.

49. **New section 24.1.28**

If any of the events specified in Sections 24.1.2 to 24.1.26 occurs to any of the Customer's guarantors and/or to anyone that shall have provided the Bank with 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 full and accurate payment of the Secured Amounts vis-à-vis the Bank. The provisions of this Section 24.1.27 shall also apply mutatis mutandis to such new guarantor, as if he were the original guarantor and to anyone that shall replace him.

50. **End of section 24.1**

~~So far~~ Insofar as a waiting grace period or an extension of time shall have been agreed upon, in any circumstances in which a there is real concern ~~apprehension~~ shall exist with respect to the ability of the Bank to collect as a consequence of the ~~said~~ such grace period or extension, the Bank shall be entitled to ~~realize~~ may act and exercise the its rights of the Bank immediately, without any delay or postponements and without, 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 document.

51. **Section 24.2.1**

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

52. **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, for any destruction, loss or damage that shall be caused to the Bank as a result of ~~the immediate payment acceleration of the loan~~ Credit being demanded - a sum equal to the total of all the amounts the Bank customarily collects as pre-payment ~~commission~~ fee as shall be prevailing at the Bank from time to time, or the amount that the Bank shall be permitted to collect as pre-payment ~~commission~~ fee pursuant to the Law and/or pursuant to any Directives of the Bank of Israel – whichever ~~shall be higher~~ is lower.

53. **Section 24.3**

In each of the circumstances stipulated in Section 24.1 above, the Bank shall be entitled to take all the legal steps that the Bank shall deem fit to realize the Collateral and/or collect the balance of the Secured Amounts and the expenses, together with Maximum Interest as stipulated in Section 8.2 above, in any manner that the Bank shall deem fit, and in particular and without prejudice to the generality of the rights of the Bank, the Bank shall be entitled to sell or otherwise transfer the Collateral and/or realize the Collateral in all the other ways that shall be permitted by the law. All the expenses (including advocates' professional fees) so incurred 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 repayment in full. Until such time, the expenses shall be secured by the Collateral and the consideration therefor. Nothing stipulated herein shall be deemed as derogating from the rights of the Bank to sue the Customer, alone or together with others, pursuant to any bill, contract, undertaking, collateral or other document, and any such claim as aforesaid shall not impair the right of the Bank to claim any amount due to the Bank from the Customer pursuant to this document, at any time the Bank shall deem fit.

Likewise, each of the ~~circumstances~~ events stipulated in Section 24.1 above, and each of the events circumstances which give rise to the Bank's right to call for the immediate repayment entitling the Bank to accelerate of the Credit (in accordance with the Terms and Conditions of Engagement (as such term is defined in Section 33.3 below)) shall be deemed ~~to be a fundamental material breach (in this document "Material Breach Event")~~ by the Customer and the Bank shall be entitled, at 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.

54. New section 24.4

It is clarified that upon the occurrence of a Material Breach Event, the Customer shall be obligated to pay the Bank immediately, and the Bank may immediately debit the Customer's account with the Bank, for the full revaluated amount of a bank guarantee (and any document of similar nature, such as documentary credit) that 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 such account's balance is positive at such time, or the account balance 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 the 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.

55. 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 24.1.27 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.

56. **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 with respect to the Customer with the Registrar of Companies or if the Customer is registered as a violating company in such register.

57. **New section 24.5.2**

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

58. **New section 24.6**

The Bank may deny any benefit (personal or cccccc in respect of the Customer's belonging to a certain group of people or 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.

59. **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 to be 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.

60. **Title of Section 28**

Transfer of Rights and Risks

Previous title of Section 28

Transfer of Rights

61. **Section 28.1**

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

62. **Section 28.2**

The Bank shall be entitled at any time, at the discretion of the Bank and without requiring the consent of the Customer, subject to the provisions of any law, to assign and/or to transfer to another and/or join another in its rights of the Bank towards and/or risks vis-à-vis the Customer, of any type whatsoever, in whole or in part, to another party, such rights being of any type and of any sort, in whole or in part, including the credit, the collateral, the pledges and the charges and debentures and bonds deeds of pledge, in whole or in part (any of the above: the "Transaction"), and any such transferee recipient of such a transfer and/or assignment and/or joining (any of the above: the "Recipient") shall likewise be entitled, subject to the provisions of any law, to join another in and/or assign and/or transfer to another the said rights and/or risks also transfer the said rights to another party, without requiring the consent of the Customer. The Transaction Such transfer may be effected by way of an endorsement in the margins of or on this document and/or the a letter of engagement according hereto and/or or on the face of this document and/or by an agreement effected in accordance with the terms of this document and/or in any other manner that the Bank shall deem fit, all whilst endeavoring in an attempt, insofar as shall is be reasonable in under the circumstances of the case, to notify give notice thereof to the Customer thereof in advance. The Transaction shall not prejudice any of the collateral, even if it and/or the rights and/or the risks therein shall have been transferred and/or assigned and/or shared, in which case the Bank and/or the Recipient will be entitled to 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 in this regard.

63. **Section 28.3**

The Bank will be entitled, at any time, to 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 Recipient and/or Possible Recipient. The transfer of information is subject to the signing by any of the above entities of an NDA in the Bank's standard form, unless any of the above entities 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, which is required and/or desirable to be transferred in connection with the Transaction, including information on Credit and/or collateral.

64. **Section 28.4 (former section 28.2)**

65. **Section 30**

All the payments and expenses that shall arise 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, as well as 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 creditCredit, 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.

66. **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.

67. **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~~ Terms and Conditions of Engagement that shall have been agreed upon between the parties, as defined in Section 33.3 below.

68. **Section 33.1**

The Customer hereby instructs the Bank to credit the current account of the Customer - or the foreign currency account of the Customer, in accordance with the status of the Customer and the classification of the Credit, when granting foreign currency credit - and/or as shall be agreed upon between the Bank and the Customer. The crediting of the account as aforesaid, as shall be indicated in the confirmation and/or in the notification of the Bank regarding the granting of the Credit and/or of the payment and/or transfer of any sum of money as aforesaid, shall serve as proof of its receipt by the Customer on the date and/or at the value date as shall be determined in such confirmation and/or notice (~~hereinafter~~ in this document: the "~~date of the granting of the Loan Provision Date~~", as the case may be).

69. **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~~ fees, at the exclusive discretion of the Bank and as the Bank shall deem fit.

70. **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 engaged ~~communicated~~ 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~~ 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 as yet have been received by the Customer 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).

71. **Section 37**

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

~~“ Default interest”: The Bank of Israel interest rate plus 1.5% any such balance in default shall bear the Bank of Israel interest rate plus one percent and a half plus the maximum risk premium in the third interest bracket in a Credit Facility in a Corporate Revolving Debit Account, 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 If a maximum statutory lawful default interest rate shall exist (as of now: index-linked loans), the default interest shall be at the statutory default interest rate (hereinafter in this document: “statutory default interest”) applicable at such time to credit of the type of the credit concerned, if a statutory limit applies to the rate of the default interest.~~

~~Such The default interest, shall apply to all amounts in default, in respect of the period commencing on the date specified determined for payment as aforesaid, until the actual repayment thereof, and to all amounts that become due for immediate payment, accelerated in respect of the period commencing on the acceleration date 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 section 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 end of every calendar quarter, subject to any law~~

72. **Section 38**

If the Customer fails to timely repay to the Bank all or any part of the amounts that the Customer is required to repay in respect of a foreign currency loan, all the amounts not repaid as aforesaid and/or all of the accelerated amounts, shall 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 Any balance in default as aforesaid, shall bear interest at the daily LIBOR interest rate in the currency of the loan plus two percent plus the maximum risk premium on the first interest bracket in Credit Facility in a Current Account RDA in Foreign Currency 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 the said default interest shall not exceed the maximum statutory default interest rate applicable at such time to credit of the type of the credit concerned, if a statutory limit applies to the rate of the default interest.~~

~~Such The said default interest shall apply to all amounts in default, in respect of the period commencing on the date specified determined for payment as aforesaid, until the actual repayment thereof, and to all amounts that become due for immediate~~

payment accelerated, in respect of the period commencing on the acceleration date until the actual repayment thereof.

~~The Foreign Currency Default Interest shall be computed by the Bank. Foreign currency default interest according to the computations of the Bank in this Clause, shall mean the foreign currency default interest computed by the Bank on the daily balances 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 or an officer of the Bank regarding the foreign currency default interest rates shall serve as prima facie proof of the said rate thereof.~~

73. Section 39.4

To furnish the Bank with the annual financial statements of the Customer, audited and certified by certified accountants, immediately after the preparation thereof and by no later than ~~the termination end lapse~~ of every ~~six~~ nine months ~~period~~ from the date to which they refer (or every nine-month period, insofar as the articles of a Customer that is a private company so allow).

In addition, when the sum of the Customer's Credit (to which the Securities Regulations (Periodic and Immediate Reports), 5730-1970 do not apply) is higher than ILS 200 million, to furnish the Bank with semiannual financials signed by the Customer's management and in the format of semiannual financial statements, reviewed and certified by certified accountants for the period between January 1 and June 30, immediately after preparation thereof, and no later than any 3 months after the date to which they pertain; or when the sum of the Customer's Credit (to which the Securities Regulations (Periodic and Immediate Reports), 5730-1970 do not apply) is higher than ILS 50 million, to provide to the Bank, for the period between January 1 and June 30, immediately after preparation thereof, and no later than any 3 months after the date to which they pertain, financial data, signed by the Customer's management, which include a balance sheet, income statement, statement of changes in equity and statement of cash flows, and if there were any, also a specification of material accounting changes relative to the previous annual financial statements and a specification of material events at the Customer.

74. Section 39.5

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

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

76. **New title of Section 45**

General Terms and conditions with respect to Credit

77. **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 clauses 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.

78. **End of section 45.1**

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

79. **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).

80. **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;

81. **Section 47.2.2**

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

~~In the event that the Bank of Israel interest rate, as hereinafter defined, plus 1.5% (hereinafter: the "anchor interest") shall be higher than the prime rate, as hereinafter defined, the supplement shall be increased by the difference between the anchor interest and the prime rate. So long as the anchor rate shall be different or lower than the prime interest, the supplement shall not be altered~~

82. **Section 47.3**

~~After~~ 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).

83. **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 Interest") or the supplement Premium shall be altered from time to time (hereinafter: the "~~new supplement~~ New 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 "Nominal Interest Rate") .

84. **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 facilities.~~

85. **Section 47.8**

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

86. **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 Premium supplement 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.

87. **Section 49.1**

The loan amount and the interest (including the default interest) and all the other payments pursuant to this part, shall be linked to the consumer price index.

88. **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").

89. **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 interim interest for each of the Interim Periods interim periods shall be determined at each Station, and shall be in force ~~for the entire~~ throughout such interim period until the date of the subsequent Station and thereafter, until the termination of the loan period.

90. **Section 53.2**

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

91. **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.

92. **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 granted) 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 on 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.

93. **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.

94. **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 shall be 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 on the page in the Bloomberg system known as BBAM or any other acceptable system - all as the Bank shall determine.~~

95. **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 event that any event 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.

96. **Title of Section 74**

Fees Relating to Short Term Credit on Demand

Previous title of Section 74

Commissions Relating to Short Term Credit on Demand

97. **Section 74**

The account shall be debited with ~~commissions~~ fees in accordance with the tariff table for providing any Credit as aforesaid, including for providing Revolving Credit on account of the Credit that shall have been repaid, whether at the initiative of the Bank or at the initiative of the Customer.

98. **Title of Section 75**

Determination of a Foreign Currency Allocation for Uses Abroad by Credit Card Type

Previous title of Section 75

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

99. **Section 75.1**

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

100. **Section 75.2**

The Foreign Currency ~~allotment~~ Allocation shall refer to concerns all the uses that ~~shall be made~~ abroad, including the withdrawal of cash from Automated Teller Machines ("A.T.M.") 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.

101. **Section 75.3**

With regard to the international credit cards of the Isracard Concern and/or American Express, the amount of the Foreign Currency ~~allotment~~ Allocation 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 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, according to the higher allocation among them ~~in accordance with the higher such allotment.~~

102. **Section 75.4**

If the Customer wishes to change the Foreign Currency ~~allotment~~ Allocation, the Customer must apply for approval at the Branch at which the account shall be maintained

103. **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 ~~allotment~~ Allocation 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.**