To

(Customer)

Dear Sir/Madam,

# Re: New Banking Activity Terms and Conditions

In accordance with Section 30 of the 'General Account Management Terms' which you signed, which allows the Bank to modify, from time to time, the terms and conditions that regulate the customer's activity at the bank, we hereby notify you of the following changes:

#### **GENERAL CONDITIONS FOR ACTIVITY IN SECURITIES**

# <u>Section 2.6 – new section:</u>

"complex financial instrument" – a derivative financial instrument including options, future contracts, forward contracts, swap agreements, or any other financial instrument as may be determined from time to time by the Bank, at its discretion.

## Section 3.1:

## Old language:

Subject to the provisions of this document, the Customer may give the Bank instructions to execute transactions in securities, himself and/or through his attorney (in an account in which a power of attorney has been executed as required by the Bank), as the case may be, in writing or in any other manner agreed upon between the Customer and the Bank from time to time

#### New language:

Subject to the provisions of this document, the Customer may give the Bank instructions to execute transactions in securities, himself and/or through his attorney (in an account in which a power of attorney has been executed as required by the Bank), as the case may be, in writing or in any other manner agreed upon between the Customer and the Bank from time to time. Insofar as the Customer chooses to give instructions for execution through his attorney as aforesaid, the provisions of this document shall constitute an integral part of the power of attorney.

## <u>Section 3.3 – new section:</u>

In addition, transactions in securities for the Bank's customers will be carried out in accordance with the Bank's execution policy, as detailed in Annex A – Customer Disclosure Notice – Activity in Securities. Insofar as the Customer provides the Bank with a specific instruction for executing a transaction, the Bank shall execute the transaction in accordance with the Customer's instruction and the execution policy.

## Section 4.1

## Old language:

At least once every ten days, the Bank shall give the Customer written notice of every transaction that it has executed on his behalf-, unless the Customer instructs the Bank otherwise in writing. The notice shall include at least the following details:

- the time of the transaction's execution;
- the name and number of the security;
- the quantity purchased or sold in nominal value;
- the quantity of the security in the account after the execution of the transaction;
- the sum of money with which the Customer's account was credited or debited;
- the commission with which the Customer's account was debited;
- if the transaction was not executed through a stock exchange this shall be stated in the notice.

#### New language:

At least once every ten days, the Bank shall give the Customer written notice of every transaction that it has executed on his behalf. The notice shall include at least the following details:

- the name of the Bank;
- the name of the Customer and another identifying detail;
- the date and time of the transaction's execution;
- the type of activity;
- the name and number of the security;
- the quantity purchased or sold in nominal value and the price in which the security was bought;
- the quantity of the security in the account after the execution of the transaction;
- the sum of money with which the Customer's account was credited or debited;
- the commission or other cost with which the Customer's account was debited;
- the name of the regulated market and if the transaction was not executed through a stock exchange.

## <u>Section 6 – new section:</u>

## **Customer Activity Adjustment and Complex Financial Instruments**

- 6.1 The Bank performs customer activity adjustments to activity involving Complex Financial Instruments. Accordingly, insofar as the Customer chooses to engage in transactions involving a Complex Financial Instrument, an activity adjustment will be conducted for that specific instrument. The Bank may decide not to permit the activity in the Complex Financial Instrument and/or warn the Customer prior to the execution of the transaction if the Bank determines that the activity may not be suitable for the Customer. In any case, the responsibility for executing the transaction lies solely with the Customer, whether or not a warning was provided.
- 6.2 It is clarified that with respect to activity in securities that are not considered Complex Financial Instruments, the Bank will not perform a customer activity adjustment, even if the activity is conducted outside of a regulated market, and without derogating from any specific consent that may be required in this regard, if any.

6.3 If activity in Complex Financial Instruments is arranged by a specific agreement for activity between the Bank and the Customer, the provisions of such specific agreement shall apply in addition to the provisions set out in this document. If no such agreement is established, this document shall be deemed as the dedicated agreement for such activity.

<u>New Annex is added - Annex A - Disclosure to Customers – Transactions in Securities</u> See the following link:

https://www.mizrahi-tefahot.co.il/media/q3splh32/%D7%97%D7%95%D7%91%D7%A8%D7%AA-%D7%90%D7%A0%D7%92%D7%9C%D7%99%D7%AA-%D7%A2%D7%A8%D7%9A-2025.pdf

If the above changes are not acceptable to you, contact your banker at the branch.

Sincerely,

Mizrahi Tefahot Bank Ltd.