

## Appendix A

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

To

Mr. / Mrs. \_\_\_\_\_

### Undertaking to Indemnify Officers

In this letter the following phrases shall assume the meanings appearing alongside them:

**“The Bank” -**

The First International Bank of Israel Ltd and anyone acting by virtue of it, including any substitute of the Bank pursuant to the law.

**“The Legislative Arrangement” -**

The Companies Law, the Advice Law, the Mutual Trust Investments Law, the Supervision of Insurance Law, the Supervision of Provident Funds Law, Restrictive Trade Practices Law and the Securities Law and any law and/or statutory provision in which events that the Company may indemnify its officers for were determined.

**“The Management Procedure” -**

A procedure pursuant to Chapters H3 (The Securities Authority Imposing Financial Sanctions), H4 (The Administrative Enforcement Committee Imposing Administrative Enforcement Means) or I1 (Arrangement to Avoid Proceedings being Invoked or Termination of Proceedings, Conditions Based) to the Securities Law, as amended from time to time; and

A procedure pursuant to Chapters G1 (The Authority Imposing Financial Sanctions), G2 (The Administrative Enforcement Committee Imposing Administrative Enforcement Means) or H1 (Arrangement to Avoid Proceedings being Invoked or Termination of Proceedings, Conditions Based) to the Advice Law, as amended from time to time; and

A procedure pursuant to Chapters J (The Authority Imposing Financial Sanctions), J1 (The Administrative Enforcement Committee Imposing Administrative Enforcement Means) or K1 (Arrangement to Avoid Conditional Proceedings being Invoked or Termination of Proceedings) to the Joint Investments Law, as amended from time to time; and

Procedure to impose financial sanction according to Section D of Chapter Four to Part Nine of the Companies Law, as amended from time to time; and

Administrative proceeding or imposition of financial sanction pursuant to the Supervision of Insurance Law and Supervision of Provident Funds Law, as amended from time to time; and

Procedure according to Chapter G1 to the Restrictive Trade Practices Law, as amended from time to time; and

Any additional administrative proceeding which pursuant to the law can award indemnification for payments relating to it or expenses expended in connection thereto.

<b>“The Restrictive Trade Practices Law” -</b>	The Restrictive Trade Practices Law, 5748 - 1988, as amended from time to time.
<b>“The Companies Law” -</b>	The Companies Law, 5759 - 1999 and any law amending or repealing it, as in effect from time to time.
<b>“The Advice Law” -</b>	The Regulation of Engaging in Investments Advice, Marketing Investments and Portfolio Management, 5755-1995, as amended from time to time.
<b>“The Supervision of Insurance Law”</b>	The Supervision of Financial Services (Insurance) Law, 5741 - 1981, as amended from time to time.
<b>“The Supervision of Provident Funds Law”</b>	The Supervision of Financial Services (Provident Funds) Law, 5765 - 2005, as amended from time to time.
<b>“The Mutual Trust Investments Law” -</b>	The Mutual Trust Investments Law, 5754 - 1994, as amended from time to time.
<b>“The Securities Law” -</b>	The Securities Law, 5728 - 1968, as amended from time to time.
<b>“Letter of Undertaking” -</b>	This Indemnification Letter of Undertaking.
<b>“The Schedule” -</b>	The schedule to this letter of undertaking constitute an integral part hereof.
<b>“Officer” -</b>	Whoever serves in the Bank, from time to time, commencing from the Effective Date onwards, as an officer, as the phrase is defined in Section 1 to the Companies Law, including but not limited to directors, the internal auditor and the Bank’s secretary.
<b>“Party Injured By Violation”</b>	Within the meaning thereof in Section 52BBB(a)(1)(a) to the Securities Law with respect to an administrative process pursuant to the Securities Law, the Advice Law or the Mutual Trusts Investments Law or within the meaning thereof in Section 92T to the Supervision of Insurance Law with respect to an administrative process pursuant to the Supervision of Insurance Law or the Supervision over the Provident Funds Law or pursuant to any other legislation with respect to which an administrative process is being conducted.
<b>“Officers Insurance Policy” or “Insurance Policy” -</b>	Insuring the liability of directors and officers that was purchased or shall be purchased from time to time by the Bank.
<b>“The Effective Date”</b>	The date this letter of undertaking was approved by the Special General Meeting of the Bank’s Shareholders.
<b>“Transaction”, “Action” or any other derivative thereof -</b>	As defined in the Companies Law, and including but not limited to any act and/or omission and/or resolution and/or refraining from making a decision and/or refraining from acting, means, including those committed before the Effective Date. It is clarified that the provisions above include compliance with the provisions in any law or violation thereof, unless the context at hand necessitates another meaning.

Since the Bank purchased and/or shall purchase an officers insurance policy from time to time;

Since the Bank declares and undertakes that each officers insurance policy it shall purchase at any time shall also apply to an officer and after his term in office at the Bank, and that if, and insofar as in the future the Bank provides all the officers in the Bank an indemnification undertaking pursuant to better conditions to those detailed in this letter, the indemnification undertaking with the better conditions shall be considered as if granted to the officer, and all insofar as it does not derogate from provisions in this undertaking;

Since the covers, financial scope or conditions of the officers insurance policy may not insure officers of the Bank for every claim to be filed (if and insofar as filed) against them;

Since the Bank is requesting to give the officers an independent undertaking for indemnification, in addition to the insurance, all as detailed in this letter;

Therefore, with the approval and by virtue of the Audit Committee's decision of 9.5.04, the Bank's Board of Directors resolution of 3.6.04, the Special Board of Directors Committee Resolution of 6.6.04 and the resolution of the Special General Meeting of the Bank's shareholders of 29.6.04, insofar as necessary with respect to directors, and in accordance with the resolutions to correct this officers indemnification undertaking, as approved and by virtue of the Audit Committee's resolution of September 20, 2011, the Board of Directors resolution of October 3, 2011 and the Special General Meeting of Bank Shareholders resolution of November 29, 2011, in accordance with the re-approval of the awarding of the letters of indemnification for the directors who are controlling shareholders and/or their relatives and/or who the controlling shareholders may have a personal interest in awarding the letters of indemnification pursuant to the Remuneration Committee's resolution of September 9, 2014, the Board of Directors of September 23, 2014 and of the Bank's Shareholders General Meeting of October 30, 2014, and in accordance with the resolutions to amend this officers indemnification undertaking, as approved and by virtue of the Remuneration Committee's resolution of September 12, 2017, the Board of Directors resolution of September 19, 2017 and the Bank's Shareholders General Meeting resolution of October 30, 2017 (including in relation to directors who are controlling shareholders and/or their relatives and/or the controlling shareholders who may have a personal interest in awarding letters of indemnification to them), the Bank hereby undertakes to indemnify the officers at the Bank as detailed in this letter of undertaking.

### **Indemnification Undertaking**

1. Subject to the terms detailed in this letter of undertaking and the legislative arrangement provisions (as in effect on the actual indemnification date relating to events that the company may not indemnify officers therein for them), the Bank hereby undertakes as follows:
  - 1.1. To indemnify each officer at the Bank for a liability or expense detailed in Section 2 hereunder imposed and/or to be imposed on the officer due to an action committed by virtue of him being an officer at the Bank in connection with and/or deriving from, directly or indirectly, one or more of the types of events detailed in the schedule.
  - 1.2. To indemnify each officer at the Bank, serving or who served or to serve on the Bank's behalf or pursuant to its request, as a director in another corporation in which the Bank holds shares, directly or indirectly, and/or in which the Bank has

another interest (hereunder: “**The Other Company**”, “**Director in the Other Company**”, **respectively**), for a liability or expense detailed in Section 2 hereunder imposed and/or to be imposed on the officer due to an action committed by virtue of him being an officer at the Other Bank relating to or in connection with, directly or indirectly, one or more of the types of events detailed in the schedule.

2. The indemnification undertaking stated in Section 1 above shall apply to all:
  - 2.1. Financial liability imposed and/or to be imposed upon an officer in favor of another individual pursuant to a judgment, including but not limited to a judgment rendered in a settlement, or arbitrator award that was approved by the court.
  - 2.2. Expenses expended by an officer in connection with an administrative proceeding being litigated to relation to him, including reasonable litigation expenses, and including attorneys fees.
  - 2.3. Reasonable litigation expenses, including but not limited to attorneys fees, expended by the officer due to an investigation or proceeding being litigated against him by an authority in Israel or overseas authorized to conduct an investigation or proceeding, and which ended without an indictment being filed against him and without any financial liability being imposed upon him as an alternative to criminal proceedings, or which ended without an indictment being filed against him however a financial liability was imposed as an alternative to criminal proceedings for an offense not requiring proof of *mens rea*, or in connection with a financial sanction. “**Ending a proceeding without an indictment being filed regarding a matter for which a criminal investigation was opened**” and “**financial liability as an alternative to criminal proceedings**”, as these terms are defined in the Companies Law.
  - 2.4. Payment to a violation victim in accordance with an administrative proceeding.
  - 2.5. Reasonable litigation expenses, including attorneys fees, expended and/or to be expended by an officer or which an officer was charged and/or shall be charged by a court in a proceeding that was filed and/or to be filed by the Company or in its name or by another individual, or in a criminal charge for which he was acquitted, or a criminal charge in which he was convicted of an offense not requiring *mens rea*.
  - 2.6. Liability or expense that the company may indemnify for and/or give an undertaking to indemnify officers for pursuant to the statutory provisions and/or by law, as in effect on the day the letter of indemnification is given and/or as amended from time to time.

With respect to this Section 2 “**Other Individual**” - for the avoidance of doubt, it is clarified that this phrase includes a case that a claim was filed against an officer by way of a derivative action.

### **The Indemnification Amount**

3. The total indemnification amount to be paid by the Bank (in addition to and beyond the amounts received pursuant to the insurance policy, whether paid to the Bank or paid to

the officer) for all the officers at the Bank and the subsidiary companies, accumulatively, in accordance with this letter of indemnification and/or the letters of undertaking to indemnify to be issued pursuant to this letter, for one set of events of those events detailed in the schedule, shall not exceed 25% (Twenty Five Percent) of the Bank's equity consolidated pursuant to the last financial statement (annual or quarterly) to be published just before actual payment of the indemnification (hereunder: "**The Total Indemnification Amount**").

4. If and insofar as the total of all the financial liability amounts imposed upon officers and/or legal expenses the officers paid, at any give time, and for which they are entitled to indemnification pursuant to this letter, regarding one of the matters subject matter of the indemnification, exceeds the total indemnification amount or the balance of the total indemnification amount existing at that time, the total indemnification amount shall be split (or its balance - as applicble) between the relevant officers by such a manner that the indemnification amount each one of them actually receives shall be calculated pursuant to the ratio between the amount each one of the officers is entitled to receive and the total amounts all the officers are entitled to receive for that matter.
5. In the case the officer receives indemnification from the insurer of the officers insurance policy, for a matter that is included in the indemnification, the undertaking to indemnify shall only apply after the rights with respect to the insurer have been exhausted, and the indemnification shall only be given with respect to the difference between the financial liability amount imposed on the officer and/or legal expenses the officer expended or was charged, as stated in Sections 1 and 2 above, and the amount received from the insurer for that matter, provided that the indemnification amount the Bank is charged under this letter of undertaking does not exceed the total indemnification amount. For the avoidance of doubt it is clarified that the indemnification amount pursuant to this letter shall be limited solely to the amounts that were not covered by the insurance policy and not actually paid by the Insurer.
6. In the case the officer receives indemnification from another corporation in which he was appointed to serve as director on the Bank's behalf or at his request (hereunder: "**The Other Corporation**"), for the indemnification subject as stated in Section 1.2 above, the indemnification shall be given for the difference between the financial liability amount imposed upon the officer and/or the legal expenses, as stated in Section 2.1 and 2.2 above, and the amount received from the Other Corporation for the same matter, provided that the Bank first pays the officer the difference amount (insofar as applicable) between the indemnification amount the Bank must pay the officer pursuant to this letter of undertaking and the indemnification amount he would have been entitled to receive from the Other Corporation, as stated above. In addition to and in return for assigning the officer's right toward the Other Corporation to the Bank, while doing all that is necessary for the assignment to be valid and the Bank can realize it, the officer shall be entitled to receive the full indemnification amount from the Bank, provided that the indemnification amount the Bank is required to pay under this letter of undertaking does not exceed the total indemnification amount.

### **Handling the Claim**

7. In any case for which an officer may be entitled to indemnification as stated above, the officer and the Bank shall act as follows:

- 7.1. The officer shall notify the Bank in writing of any legal proceeding (including but not limited to an administrative and investigative proceeding) that was opened against him and of any fear or threat of such a legal proceeding (including administrative) being filed against him and circumstances brought to his attention likely to lead to a legal proceeding being filed (including but not limited to an administrative proceeding) against him (hereunder: “**The Proceeding**”) and this as soon as possible after first learning of it, and shall remit without delay a copy of any document delivered to him in connection with that proceeding to the Bank or to whoever the Bank so determines in a written notice to be delivered to the officer.
- 7.2. The officer shall cooperate fully with the Bank and with any one the Bank so determines, including but not limited to the insurer of the officers insurance policy, and shall remit any information necessary in connection with the proceeding and shall uphold the rest of the policy provisions in connection with defending against the proceeding.
- 7.3. The Bank shall be entitled to assume the handling of the legal defense for the officer against the proceeding and remit the defense to be handled by an attorney whose identity shall be determined by the Bank at its discretion considering the Bank’s obligations pursuant to the officers insurance policy and the option of appointing an attorney on the insurer’s behalf (hereunder: “**The Bank’s Counsel**”).
- 7.4. Notwithstanding the provisions in Paragraph 7.3 above, the officer shall be entitled to object to being represented by the Bank’s Counsel based on reasonable grounds or circumstances which in the officer’s opinion there is a conflict of interests between his defense and the Bank’s defense, or in the case a criminal indictment was filed against the officer.
- 7.5. If within fourteen days of receiving such a notice as stated in paragraph 7.1 above, the Bank (or the insurer) does not assume the handling of the officer’s defense against the proceeding or if the officer objected to being represented by the Bank’s Counsel, under the circumstances stated in paragraph 7.4 above, the officer may remit the handling of the defense to attorney of his choice (hereunder: “**The Other Counsel**”), provided that the fees to be paid to the Other Counsel and the expenses amount must be approved by the Bank’s Audit Committee and the Board of Directors who shall examine the reasonableness thereof. The officer shall be given an opportunity to appear and plead his case before the Audit Committee and the Board of Directors. If the full fees and expenses amount was not approved as requested, and the officer decides not to waive the services of the Other Counsel, the officer shall be entitled, if he so wishes - to receive from the Bank the reasonable fees and expenses that were approved, and the balance shall be paid by the officer and at his expense.
- 7.6. Notwithstanding the provisions in paragraphs 7.4 and 7.5 above, if the officers insurance policy applies to the matter at hand, the Bank and the officer shall act in accordance with the provisions in the policy insofar as differences of opinion with the insurer are concerned relating to the identity of the representing counsel, if the policy provisions so necessitate, that delivery of the handling of the matter to the Bank’s Counsel or to the Other Counsel shall not enable to the insurer to

be released of its liability under the policy or to reduce its liability, and the provisions in the policy trump in this respect any agreement between the officer and the Bank. However, the Bank shall reasonably endeavor, within the framework of its possibilities under the policy, to honor the officer's wish.

- 7.7. If the Bank decides to assume the handling of the defense against the proceeding and the officer does not object under the circumstances set forth in paragraph 7.4 above, the officer shall sign, at the Bank's request, a letter of authorization authorizing the Bank as well as the Bank's Counsel, to handle the defense against the proceeding and to represent him insofar as this defense is concerned instead of him, and the Bank and the Bank's Counsel may handle the matter exclusively (however they must regularly report all the chain of events to the officer and the Bank shall act upon consulting with him and with his legal counsel) and may bring the proceeding to an end, as it deems fit, subject to the provisions in paragraph 7.15 hereunder.
- 7.8. The officer shall cooperate with the Bank and with the Bank's counsel, in any reasonable manner required by any one of them with respect to the proceeding, including but not limited to signing applications, affidavits and any other document. If an officer appointed an Other Counsel, in accordance with the provisions in this letter, the officer and the Other Counsel shall regularly report the chain of events to the Bank, and shall act while consulting with the Bank and its counsel, and maintaining and considering the Bank's needs.
- 7.9. If the Bank decides to assume the handling of the defense against the proceeding and the officer does not object to it doing so pursuant to the circumstances stated in paragraph 7.4 above, the Bank shall bear all the expenses and payments involved therein, by such a manner that the officer shall not be required to pay them or finance them himself (subject to the provisions in Sections 1 + 2 above) and the bank shall not be obligated toward the officer pursuant to this letter of undertaking for expenses, including the litigation expenses, legal expenses and the attorneys fees expended by the officer to defend his affairs thereafter.
- 7.10. At the officer's request, the Bank shall pay him an amount (or amounts) as an advance necessary to cover reasonable expenses the officer is to pay, including but not limited to attorneys fees and in connection with investigation proceedings and with respect to which the officer is entitled to indemnification from the Bank pursuant to this letter of undertaking. The advance amounts shall be agreed upon between the officer and the Bank and if they cannot agree - shall be determined by an arbitrator agreeable to the parties.
- 7.11. If the Bank paid the officer a given amount by virtue of the indemnification undertaking, whether as an advance or other manner, and thereafter it was clarified that the officer must reimburse all or some of the amount due to the fact that he was not entitled to indemnification as a result of the provisions in the Companies Law or the provisions in any other law, the amount to be reimbursed shall accrue index linked differentials and interest at the rates acceptable at the Bank on index linked loans, from the day the amount was paid and until it is reimbursed.

- 7.12. If the Bank paid the officer a given amount by virtue of the indemnification undertaking, and thereafter the charge for which the amount was paid was cancelled or the amount was reduced for any reason, the officer shall assign to the Bank all of his rights to restitution of the amount from the claimant in the proceeding and shall do all that is necessary for this assignment to be valid and the Bank can realize it, and once he has done so, shall be exempted from reimbursing the amount that the right to be reimbursed for was assigned. Should he fail to do so, the officer must repay the amount or part thereof, as applicable, together with linkage differentials and interest at the rates and for a period pursuant to which he is entitled to reimbursement of the amount from the claimant.
- 7.13. If the Bank's counsel represented in the proceeding both the Bank and the officer, and thereafter it was clarified that the officer was not entitled to indemnification due to the provisions in the Companies Law or provisions in any other law, and a dispute arose pertaining to the officer's obligation to repay the trial expenses or the amount to be repaid, the dispute shall be ruled upon by an arbitrator to be agreed to by the parties.
- 7.14. The Officer and/or someone on his behalf shall not deliver and shall not give any confession, offer, warranty, undertaking or compensation and shall not agree to a settlement or to transfer the proceeding to arbitration, unless the Bank agreed to doing so in advance and in writing, and if the insurer's consent is necessary, then also the consent of the insurer of the officers insurance policy. The provisions in this section shall not apply to remitting facts to any authority authorized by law upon its demand and to give testimony in court.
- 7.15. The Bank, as well as the Bank's Counsel, shall not agree to a settlement for an amount exceeding the indemnification amount that the officer shall be entitled to receive, and may also not admit, on the officer's behalf, to any of the events happening that are not indemnifiable pursuant to this letter, unless the officer agreed to doing so in advance and in writing, and if there is a need for the insurer's consent - then also the insurer's advance consent.



### **Validity of the Undertaking**

8. The indemnification undertaking shall be valid, for an unlimited period of time (and at the very least for the entire prescription period), both in relation to proceedings invoked against the officer during the course of his employment or term in office at the Bank and in relation to proceedings invoked against him after the date his employment ended or after his term in office at the Bank ended, provided that they refer to actions that are indemnifiable, as stated in Section 1 above. The indemnification undertaking shall also be available to the officer's estate, heirs and other substitutes pursuant to the law.
9. To avoid doubts it is hereby determined that this undertaking does not cancel or derogate or waive any other indemnification that an officer is entitled to receive from another source pursuant to the provisions in the law or pursuant to any previous undertaking by the Bank, insofar as such an undertaking is valid by law, and provided that the Bank is not required to indemnify the officer for the same event, also under the previous undertaking (if and insofar as valid) and also pursuant to this letter of undertaking. It is hereby clarified that in any case that an officer can be indemnified by law, both pursuant to this letter of undertaking and a previous undertaking by the Bank, the Bank's Remuneration Committee shall decide, subject to the law, under which undertaking the officer shall be indemnified.
10. This undertaking does not restrict the Bank or prevent it from providing additional indemnification or special indemnification to the officers, provided that it does not prejudice the indemnification undertaking under this letter.

### **Making the Payment**

11. Value Added Tax or any other tax or levy, if applicable shall be added to each payment to be paid under this letter of undertaking.
12. Each payment the Bank must pay according to this letter of undertaking shall be paid by it within 7 days of it being demanded.

### **General**

13. The preamble and schedule to this letter of undertaking constitute an integral part hereof.
14. This letter of undertaking broadens the officer's eligibility to indemnification and does not narrow it. Therefore it is to be interpreted broadly, by such a manner that it is upheld, insofar as permitted by law, for the purpose for which it is intended. Accordingly, in the case of a conflict between a provision in this letter of undertaking and a provision in the law that cannot be stipulated upon, changed or added to, the provisions in such a law shall trump, however this shall not prejudice or derogate from the validity of the rest of the provisions in this letter of undertaking.
15. This letter of undertaking and anything related to it, including but not limited to its interpretation and performance, shall be subject to the laws of the State of Israel and only these laws.

Exclusive jurisdiction relating to matters concerning this letter, its interpretation and the manner it is performed shall be granted to the authorized court in Tel Aviv and only to it, unless the parties appointed an arbitrator pursuant to this letter. The provisions above relating to exclusive jurisdiction shall not apply in the case of a claim pursuant to this letter within the framework of a third party notice.

16. This letter of indemnification shall be delivered to each officer serving from time to time in the Bank, to confirm his agreement to the terms of the letter of indemnification in the format displayed above.
17. The undertaking to indemnify pursuant to this letter of indemnification does not constitute a contract in favor of a third party, including but not limited to any insurer, and no insurer shall have the right to demand that the Bank copay in the case the insurer is required to make such a payment pursuant to the policy that was signed with it (except the deductible).

**Schedule**  
**Types of Events**

1. Transaction and/or action with customers or in connection to them, including but without derogating from the generality of the provisions above, any action within the framework of Section 10 to the Banking Law (Licensing), and including management of the customers assets, including file management and an action in connection with life insurance of borrowers or residential dwelling insurance, by the Bank or corporation under its control.
2. The issue of securities by the Bank or corporations under its control or by the other company, including but without derogating from the generality of the above, offering securities to the public pursuant to a prospectus, private offering or any other method of offering securities, buyback of securities by the Bank or corporation under its control or by the other company, and any action deriving from the Bank being a public company and/or a subsidiary of the Bank being a reporting company in accordance with the Securities Law.
3. Actions and/or resolutions in connection with the preparation, editing, approval or signing of financial statements, interim financial reports, annual reports, periodic and quarterly report, including providing an assessment in connection with the effectiveness of the internal control (SOX), decision making pertaining to operating accounting rules and representation in the financial statements, reliance upon accounting evaluation and assessments (*inter alia* for IFRS purposes), business work plans or predictions in connection with the Bank, risk reports and supervisory disclosures made public and corporate liability reports.
4. Transaction (including but not limited to exceptional transaction or transaction with interested parties or related persons in accordance with the Proper Conducting of Banking Business Directives) or transaction including transfer, sale, borrowing, purchase or lease of properties, goods, land, securities, rights or debits, including granting or receiving a right in each one of them and an action related directly or indirectly to such a transaction.
5. Any matter requiring a report and/or disclosure and any report or notice filed and/or that must be filed pursuant to the statutory provisions detailed in Section 37 hereunder and pursuant to any law (or any parallel or similar provision in the foreign law).  
In this respect- “**Reporting**” - including but not limited to giving any opinion, financial statements, periodic reports, immediate reports or data and reports made public or to any authorized authority in Israel or overseas (including the Supervisor of Banks, the Capital Market Commissioner, the Tax Authorities, Securities Authority and the like) and/or which the Bank and/or an officer must provide by law.
6. Providing information, representation, reports, opinion or notices to any authorized authority in Israel or overseas and/or to another third party, including pursuant to the Companies Law, the Securities Law, Regulations enacted by virtue thereof or pursuant to the rules or guidelines practiced by the Stock Exchange in Israel and/or Stock Exchanges overseas and/or pursuant to the Supervisor of Banks directives and/or pursuant to the statutory provisions detailed in Section 39 hereunder and pursuant to any law.

7. Expression, statement including expressing of a position or opinion made in good faith by an officer in the capacity of his role and by virtue of his role, including in Board of Directors meetings or the meetings of any of its Committees.
8. Remitting information that is required by law to interested companies in the Bank.
9. Any action relating to the Bank's reports to the tax authorities in Israel and/or overseas, both in relation to reports in connection with transactions and actions of the Bank and in relation to transactions and actions of the Bank's customers, and any action in connection with payments and deductions which the Bank must make for the tax authorities in Israel and/or overseas and any payment and/or payment demand applicable to the Bank by virtue of the law.
10. Actions in connection with the issue and receipt of licenses and permits and participating in public tenders (including business licenses, building permits and licenses and approvals necessary to manage the Bank's business .
11. Actions in connection with the distribution of dividend to shareholders of the Bank.
12. The Bank's investments in securities issued by various bodies (including the State) and investments in other financial assets whether in Israel or overseas, including an action (including realizing securities and options) in connection with securities and options in corporations under its control and/or in realistic and other companies, in Israel and/or overseas and decision making and/o actions in connection with managing its own account (nostro) of the Bank.
13. Making investments within the framework of permitted investments for the Bank pursuant to Section 11 to the Banking Law (Licensing).
14. Action and/or transaction deriving from or relating to term in office on the Bank's behalf as an authorized organ in any other corporation that the Bank has an interest therein and/or appointment on the Bank's behalf in the Other Corporation, and any action in connection with the voting rights in corporations that the Bank is entitled to vote therein.  
Similarly, any action and/or transaction and/or decision in accordance with one or more of the events detailed in this letter, insofar as occurring in a corporation that the Bank holds the means of control therein, directly or indirectly.
15. An action deriving from statutory requirements and regulatory requirements in the consumer filed and in the money laundering field and pursuant to the Prohibition against Financing Terrorism Law, including any action relating to and/or deriving from a consumer provision pursuant to the legislation detailed in Section 39 hereunder, including actions in connection with identification, reporting and managing records by law.
16. Any action and/or transaction and/or argument and/or obligation and/or liability in Israel or overseas pursuant to the provisions in the laws detailed in Section 39 hereunder (or parallel or similar legislation in the foreign law overseas), such as the Banking Ordinance, Banking Law (Licensing), Banking Law (Customer Service), Restrictive Trade Practices Law, Prohibition against Money Laundering Law, Mutual Trusts Investments Law, Income Tax Ordinance, Value Added Tax Law, Anti-Trust Law, Prohibition against Financing Terrorism Law, Privacy Protection Law, Proper

Conducting of Banking Business Directives, Regulation of Engaging in Investments Advice Law, Consumer Protection Law and protective laws in the Labor Laws field.

17. Credit policy, extending, granting or recycling credit, approval or renewal or not renewing, management, invoking means to extend it for collection or immediate payoff (full or partial), receipt, registering and handling of securities and realizing them (or refraining from doing so), including through receiver, handling bad debts, waiving a debt or securities, spreading debts or reaching arrangements with debtors and management of credit risks in general, and all including but not limited to as part of a consortium. In this respect, "credit" as defined in the Banking Law (Licensing).
18. Actions within the framework of legal proceedings or administrative proceedings by the Bank and/or against it, including an action relating to a legal proceeding, including overseas, refraining from a legal proceeding, opposing a legal proceeding or consent to a legal proceeding, and engagement in settlement agreements within the framework of legal proceedings or instead of legal proceedings, and engagement in agreements with the enforcement, supervisory or regulation authorities in Israel or overseas, including within the framework of criminal or administrative proceedings.
19. Action in connection with managing the Bank's risks (including insurance or lack of insurance or underinsurance of the types of risks the Bank is exposed to) and including management and control of exposure to financial risks in general and financial derivatives in particular, operational and legal risk management, including data processing methods, activity through electronic communication, human error risks, inspection and control procedures, embezzlement and fraud risks and violation of procedure or law.
20. Actions in connection with conducting and managing controls over the Bank's activity, its employees and officers therein, handling defects and exceptions including ethical offenses, embezzlement and corruption, including but not limited to exposing them and handling complaints of employees and/or customers and/or third parties, keeping track regarding implementation of the audit reports and correcting defects, preparing work plans for audit and approving them and supervision of the internal audit.
21. Listing the Bank's and Corporations under its control to trade on the stock exchange and/or deleting its listing.
22. Events relating to computer and information security, information technology and cyber event offenses.
23. Act and/or omission in connection to the business ties between the Bank and its service providers and/or vendors of the various types.
24. Events relating to the employee-employer relations and enactment of protective legislation in the labor laws field, including in connection with strikes or go-slows of the Bank's defense, employment agreements, negotiations, hiring, employees benefits, determining terms of employment and changes, rotation, removing employee from his position, disciplinary proceedings against employees, hiring employees through headhunters, termination of the employee and employer relations, safety at work issues, equal opportunities at work, actions in connection with the Bank's pension undertakings and social rights. In this respect, "employee" includes officer, external service provider and those hired by him, employee of a headhunter contractor whereby the Bank is his

actual employer, and employee of a service contract hired to render a service through its employees at the Bank. "Headhunter Contractor", "Service Contractor", and "Actual Employer" - as defined in the Hiring of Employees by Headhunter Contractors Law, 5756 - 1996.

25. Change in the Bank and/or companies under its control and/or related companies structure or reorganization, including, however without derogating from the generality of the above, merger, split, winding up, liquidation, sale, allotment or distribution", including dividend and change in the capital of the Bank, or subsidiary companies or related companies and/or any such change also in a corporation which the Bank has an interest therein.
26. Compliance or noncompliance with orders, demands, directives, guidelines and rules of authorities, institutions and various bodies in Israel and overseas, and action in connection with collaborations with other bodies in Israel or overseas, including but not limited to other financial institutions or authorities in Israel or overseas.
27. Action or transaction in connection with debit cards issued by the Bank or a corporation under its control or by a credit card company that the Bank holds, including an offering, engaging in a contract, charging customers pursuant to contract, reimbursement of charge amounts to customer, transaction clearing, providing explanations to a customer and delivering reports of debit card transactions and cancellation of a transaction for a deferred payment.
28. Actions in connection with establishing, registering, managing, and using registries and databases as this phrase is defined in the Privacy Protection Law, including computerized databases regarding account numbers and identification details of account owners, authorized signatories, beneficiaries and controlling shareholders in the account.
29. Action relating to accessibility, appropriate representation, no discrimination and upholding rights persons with disabilities deserve and any discrimination on behalf of another.
30. Action or transaction in connection with trusts for others, including as trustee for joint trust funds, trustee for bonds issued pursuant to the Securities Law, and as trustee for a bank account for insurance agencies, trustee for hedge funds, trustee for private customers, trustee within the framework of employee option plans and holding and managing securities given within the framework of financing agreements, supervising the execution of Escrow transactions, and holding securities for the purpose of withstanding block conditions.
31. Action and/or transaction in connection with publishing and/or marketing the Bank's activity and business, including bringing to publish and/or marketing and the correctness and no misleading in the publication.
32. Action and/or transaction relating to business ties between the Bank, its customers and/or suppliers (including but not limited to during the regular course of the Bank's business), and without derogating from the generality of the above, any action, act and/or omission in connection with opening an account, its management, closing it, transferring and depositing funds from and to the account, deposits and withdrawals of funds, collecting commissions and interest, delivery and/or receipt of documents and information from the

Customer (including in connection with a third party), getting the Customer to sign documents and forms, upholding obligations pursuant to the Consumer Protection Law, Prohibition against Money Laundering Law, Prohibition against Financing Terrorism Law and any tax legislation (in Israel and overseas), deductions and offsetting and providing information to a customer and/or third party in connection with the account, and any report or lack of reporting to a customer and/or to any authority or other regulatory body in connection with the account.

33. Actions and transactions in connection with receipt of deposits, investments in provident funds, savings plans and financial assets, managing them and paying them, determining and collecting commissions, interest and expenses, actions and transactions in the capital market for customers, including but not limited to managing portfolios, investments advice, pension advice, operation and other services for financial products and corporations in the capital market such as provident funds and trust funds, delivery of information and directives on tax issues, sale of ancillary products in connection with the said services, referral to receive such services or providing assistance to receive them, making decisions to manage the Bank's market risks - including risk management for loss of balance strategies and off balance deriving from changes in the fair value of the financial instrument due to a change in the market conditions and action of hedging and/or reducing currency risks, interest or other risks in Israel or overseas.
34. Action in connection with providing full disclosure to customers pursuant to the law and/or in connection with remitting information about commissions and interest, including actions pursuant to Sections 5 and 5A to the Banking Law (Customer Service), pursuant to Section 4 to the Consumer Protection Law and pursuant to the directives determined by virtue of these sections, and remitting information to customers pursuant to the law and any action in connection with collection and/or payment of any commission and/or interest and/or principal and/or any other payment, including the calculation thereof.
35. Any other activity accompanying the Bank's activity.
36. Actions and/or decisions that cause, contribute, create, increase, preserve, enable, do not prevent and/or do not reduce, whether directly or indirectly, damage or harm to the environment, including but not limited to the quality of the air, water, food, ground, livestock and plants and/or expose humans, animals or plants to harm, damage, nuisance or disease.
37. Appointing of position holders at the Bank and/or outsourcing and/or action of retaining advisors and/or service providers for the Bank.
38. Decision and/or action of the Bank in connection with intellectual property, secret information, patents, copyrights, design rights, trade marks, trade secrets, unlawful use of the Bank or corporations under its control ideas, including but not limited to any grounds and/or demand argued due to a *prima facie* infringement or actual infringement thereof.

39. With respect to this Schedule -

“The Companies Law” - The Companies Law 5759 – 1999.  
“The Securities Law” - The Securities Law, 5728 - 1968.  
“Securities” - within the meaning thereof in Section 1 to the Companies Law and in Section 1 to the Securities Law.  
“Consumer Protection Law” - The Consumer Protection Law, 5741 - 1981.  
The Debit Cards Law, 5746 - 1986.  
Dishonored Checks Law, 5741 - 1981.  
Uniform Contracts Law, 5743 - 1982.  
Encouragement of Savings, Discounted Income Tax and Guarantee for Borrower Law, 5716 - 1956.  
The Interest Law, 5717-1957.  
The Guarantee Law, 5727-1967.  
The Trusts Law, 5739-1979.  
The Agency Law, 5725 - 1965.  
“Restrictive Trade Practices Law” - The Restrictive Trade Practices Law, 5748 - 1998.  
“Prohibition Against Money Laundering Law” - Prohibition of Money Laundering Law, 5760-2000.  
“The Regulation of Engaging in Investments Advice”, The Regulation of Engaging in Investments Advice, Marketing Investments and Portfolio Management, 5755-1995.  
“The Mutual Trust Investments Law” - the Mutual Trust Investments Law, 5754-1994.  
“Protection of Privacy Law” - The Protection of Privacy Law, 5741 - 1981.  
“The Banking Law (Licensing)” - The Banking Law (Licensing), 5741 - 1981.  
“The Banking Law (Customer Service)” - The Banking Law (Customer Service) 5741 - 1981.  
“The Banking Ordinance” - the Banking Ordinance, 1941.  
“The Supervision of Provident Funds Law” - The Supervision of Financial Services (Provident Funds) Law, 5765 - 2005.  
“Pension Advice Law” - The Supervision of Pension Services (Advice, Marketing and Pension Clearing System) Law, 5765 - 2005.  
“Income Tax Ordinance” - the Income Tax Ordinance [New Version].  
“The Value Added Tax Law” - Value Added Tax Law, 5736 - 1975.  
“Prohibition against Financing Terrorism Law” - Prohibition against Financing Terrorism Law, 5765-2005.  
“Credit Providers Service Law” - Credit Providers Service Law, 5762 - 2002.  
Protective legislation in the Labor laws field including but not limited to the laws listed in the Schedules to the Enhancement of Enforcement of Labor Laws Law, 5772 - 2012.  
“Proper Conducting of Banking Business Directives” - the proper conducting of banking business directives on the Supervisor of Banks behalf.  
The TASE Procedures.  
Each one of the foregoing Laws is, including but not limited to orders, directives and enactments pursuant thereto or the Law repealing them.

For the avoidance of doubt, any event in this Schedule above, including but not limited to any transaction, action, omission or violation shall be construed as also referring to an event outside of Israel and/or (as applicable) also the law, statutes, regulations, rules and directives pursuant to a foreign law.

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Date

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The Bank’s Signature