

Agreement for Investment Advising

Client's Name: _____

Client's Name: _____



Dear Client,

Wise Money Israel Ltd. congratulates you on becoming a Client of the Company.

The engagement agreement is comprehensive and is designed to obtain all necessary information about you in order to enable us to provide you investment services in a manner which would best meet your needs.

Your cooperation in completing the attached forms as well as the completion of all details, data and documents which may be required within the framework of the engagement, are important for the engagement process and the determination of the investment policy applicable to your investment portfolio in a manner which would best serve your needs.

Please ensure that you are prepared to carry out the process and that you have enough time available to you for this purpose.

It is important to note that investment advising is subject to your completion of the forms, provision of the required data and documents and signature of the agreement, in addition to the examinations which the Company is obligated to conduct as required by law.

Sincerely,

Wise Money Israel Ltd.

| | |
|---|--|
| Name(s) of Account owner(s) (hereinafter: the "Client") | |
| Details of Securities Account | Account Number: At Financial Institution: At Branch: |
| Name of the Account (if different from the name of Account owners) | |
| Name(s) of persons empowered/authorized to act in the Account | |
| Signature Date | |

Engagement Agreement for Investment Advising

Made and entered into on the date of _____

Between

Wise Money Israel Ltd., Company Number 515679272
6 HaMelacha Street, Binyamina, 3057319 Israel
(hereinafter "Wise Money Israel" or the "Investment Advisor")

Of the first part;

And

1. Name: _____

Israeli ID/Passport Number/Company Number: _____

2. Name: _____

Israeli ID/Passport Number/Company Number: _____

Address: _____

(hereinafter - jointly and severally - the "Client")

Of the other part;

Whereas Wise Money Israel has a license for Portfolio Management and engaging in Investment Advising according to the Israeli law; and

Whereas The Client wishes Investment Advisor to provide him Investment Advising Services and in certain cases to execute without discretion transaction instructions on behalf of the Client in accordance with the Client's directives and under a power of attorney that shall be issued to Investment Advisor under the terms and conditions specified in this Agreement and its Appendices below; and

Whereas Investment Advisor agrees to provide the Client Services as aforesaid under the terms and conditions specified in this Agreement and its Appendices below; and

Whereas The parties wish to formalize their relations in all matters pertaining to the Services.

Now, therefore, it was declared, conditioned and agreed between the parties as follows:

1. General

- 1.1 The preamble to this Agreement and its Appendices constitute an integral part thereof.
- 1.2 The captions of the sections of this Agreement and its Appendices are provided for convenience only, and no meaning shall be attributed to them in the construction of this Agreement and/or any of its provisions.
- 1.3 The terms and expressions used in this Agreement will have the meaning ascribed to them by law and regulations as well as by the Stock Exchange Regulations, unless explicitly provided otherwise in this Agreement, or if a different meaning is required by the context thereof.
- 1.4 The use of an individual language is for the sake of convenience only and should be deemed to be attributed to each of the individual Clients separately and to all the individual Clients together. The use of masculine gender shall be read and construed as in masculine or feminine gender, whenever they should so apply.

2. Definitions

The following expressions will have the meaning set forth opposite them, as follows:

- 2.1 **“Authorization”** or **“Empowerment”** – power of attorney, signed by the Client, in a form acceptable to the relevant Financial Institution under which the Client empowers the Investment Advisor to execute transaction instructions without discretion on the Client's behalf and in the Client's Account.
- 2.2 **“Client's Account”** – Client's Financial Institution account and/or accounts.
- 2.3 **“Business Day”** – A day on which trading takes place at The Tel Aviv Stock Exchange Ltd.
- 2.4 **“Circumstances Beyond the Control of the Investment Advisor”** - including strike, organized disturbance, sanctions or similar events among Stock Exchange employees or employees of the banking system in Israel or employees of the Financial Institution. Loss, delay, destruction or mar for the reasonable use of a Communications Media, or any other way of communication or transportation.
- 2.5 **“Communications Media”** – fax, telephone, electronic mail, and any other electronic communications media.
- 2.6 The **“Directives”** – The Israel Securities Authority (or any other competent authority) directives which were and/or which will be promulgated thereunder from time to time.
- 2.7 **“Financial Institution”** – Each of the bodies specified in section 22(3) of the Law - as they shall be from time to time.
- 2.8 The **“Law”** – the Regulation of Investment Advice, Investment Marketing and Portfolio Management Law, 5755-1995 and all regulations which were and/or which will be promulgated thereunder from time to time.

- 2.9 **“Investment Advising”** – giving advice on the profitability of investing in, holding, acquiring or selling securities or financial assets;
- 2.10 The **“Order”** or **“Order on the Prohibition of Money Laundering”** - Order Prohibiting Money Laundering (Portfolio Manager’s Duties of Identification, Reporting, and Management of Records to Prevent Money Laundering and Terror Financing) 5771-2010.
- 2.11 **“Prohibition on Money Laundering Law”** – Prohibition on Money Laundering Law, 5760-2000.
- 2.12 **“Stock Exchange”** – as defined under the Law.
- 2.13 **“Stock Exchange Regulations”** – Stock Exchange Regulations, and/or Stock Exchange Directives and/or Stock Exchange Rules.

3. **Warranties and Undertakings of the Investment Advisor**

The Investment Advisor hereby warrants and undertakes as follows:

- 3.1 The Investment Advisor and those engaged on its behalf in the Investment Advising, have a Portfolio Manager License and are licensed to engage in Investment Advising as well, or have an Investment Advisor license, and the Investment Advisor(s) comply/complies with the requirements of the Law, as in effect from time to time, concerning the Investment Advising for Clients, and do(es) not engage in Investment Marketing, as these terms are defined in the Law.
- 3.2 It will act solely in accordance with the provisions of this Agreement, subject to the provisions of any law and to the instructions of the competent authorities, as they may be updated from time to time.

4. **Client's Warranties and Undertakings**

The Client hereby warrants, agrees and undertakes as follows:

- 4.1 The details, data and documents which appear in this Agreement and in the Appendices attached to this Agreement and which constitute an integral part thereof (hereinafter: the **"Special Data"**) are true and correct on the date of execution of this Agreement and are full and accurate.
- 4.2 For the avoidance of doubt, it is hereby clarified that the Special Data is required for the Investment Advisor in accordance with the provisions of the law and for the provision of service under this Agreement, and the absence or inaccuracy of any detail inter-alia in the Special Data is likely to impair the quality of service provided by the Investment Advisor, mainly in the sense that the Investment Advisor will advise by the best of the Investment Advisor's understanding, without being able to take into account the Client's missing Special Data, needs and goals.
- 4.3 In an event that the Client failed to provide said details or in an event that the details which were provided by the Client were not accurate, missing, lacking or wrong, the Client will be deemed to have finally and completely waived any claim and/or suit and/or demand from and against the Investment Advisor in connection with the Investment Advising without said data or due to the use of said inaccurate data provided by the Client, and the Client will be solely and exclusively liable for any damage caused as a result thereof.

- 4.4 The Client is aware of the importance of informing the Investment Advisor in writing of any change in the Special Data and/or of any additional information including as will be required by law, at the time the Special Data is updated and/or changed, and to the extent required, the Client undertakes to sign such declarations and/or documents as may be required for this purpose. Without derogating from the aforesaid, the Client is aware that he will not be entitled to change the composition of the owners in the Client's Account, beneficiaries, or controlling owners of the entity and those authorized to act therein, until the Know Your Client Questionnaire, attached as **Appendix B**, is completed and the appropriate declarations and/or documents are signed.
- 4.5 The service under this Agreement is regulated by the Law and the Client undertakes not to take any action or refrain from taking any action which may hinder the Investment Advisor from complying with the provisions of the Law.
- 4.6 The Client is aware that the Investment Advisor does not take into account the Client's tax considerations, and that nothing in this agreement and/or the Services provided by virtue of this agreement constitutes a substitute for professional tax advice that takes into account the Client's Special Data and needs.
- 4.7 Special provisions of law that may apply to the Client (including due to Client's identity, position, type of corporation, licensing, supervision and regulation provisions, including orders of competent authority that may apply, foreign law that may apply and taxation regulation that may apply, etc.), as they are binding, will not bind the Investment Advisor and will not apply to him in the Investment Advising.
- 4.8 The Client knows and approves that this Agreement will come into force and the Investment Advisor will start to provide the Client the Investment Advising services as specified in this agreement, starting the date in which the conditions of the Law or competent authority have been fulfilled as detailed under section 18.1 hereunder (hereinafter the: "**Confirmation**"). The Client shall be aware that the Investment Advisor is obligated to make the required examinations mandated under law prior to giving any service of Investment Advising services, which may cause a delay in the date in which the agreement shall come into force. The Client declares that he will not have any claim and/or demand against the Investment Advisor, on the basis of not commencing in the provision of the services of Investment Advising before receiving the Confirmation.
- 4.9 The Client acknowledges the fact that the Investment Advisor may, including by virtue of the law and/or the Directives, use a conversation recording system for the provision of the services and for the improvement of the service to the Client, and that the Investment Advisor may record, at its discretion, the instructions and conversations which the Client holds with the Investment Advisor and/or anyone on its behalf, and the Client hereby agrees to the execution of said recordings as specified above. Any records as aforesaid presented by the Investment Advisor will serve as conclusive evidence towards the Client regarding the content of such records. Without derogating from the aforementioned, nothing stated in this section imposes on the Investment Advisor any obligation to record its conversations with the Client.
- 4.10 The Client hereby confirms that at the time of signing this Agreement, he received a copy of this Agreement.

5. **Investment Policy**

- 5.1 The investment policy shall be determined in accordance with the provisions of this Agreement and with the Know Your Client Questionnaire and Clarification of Client's Needs and Instructions Form, attached as **Appendix B** and **Appendix C**.

- 5.2 The Client confirms that all of his goals, needs, instructions in connection with his engagement in this Agreement concerning his investments and the purpose thereof, and the provision of the services by the Investment Advisor, to the extent that the Client agreed to provide them to the Investment Advisor, are specified in **Appendix B** and **Appendix C**, and the Client will update the Investment Advisor of any change in the data specified in **Appendix B** and **Appendix C** whenever any such change occurs.
- 5.3 The Client may change the investment policy and the needs and instructions, and any other information contained in **Appendix B** and **Appendix C**, which he provided to the Investment Advisor, from time to time, provided that such change is made by written instructions signed by the Client. The change will enter into effect only after the Investment Advisor confirms to the Client that it has received said change, in writing or by recorded telephone conversation, or, alternatively, after the Client appears before the Investment Advisor and signed an amended relevant form. The Investment Advisor will use its best efforts to execute the change mentioned in this sub-paragraph above in the investment portfolio within a reasonable time from the date it has received the instruction concerning said change as aforesaid.
- 5.4 It is hereby agreed between the parties that in circumstances which do not enable the Client's written consent for the execution of the change in the investment policy must be made urgently, the Investment Advisor will have the right to rely on the Client's consent which was given by a recorded telephone conversation and will obtain, as soon as possible, the Client's written consent or act otherwise, all subject to applicable law and Directives.
- 5.5 The Investment Advisor undertakes to act with respect to the Client, based on professional considerations, to the best of its knowledge and understanding, according to the law, the Directives and the Stock Exchange Regulations, and taking into consideration the Special Data provided by the Client, including the investment's goals, his needs and instructions, as detailed in **Appendix B** and **Appendix C**, or in any update thereof, and taking into consideration inter-alia the capital market situation at the given time and under the given circumstances.

6. Investment Advice to the Client

- 6.1 The Client hereby empowers the Investment Advisor to provide him Investment Advising services and the Investment Advisor assumes upon itself the Investment Advising services as it may deem appropriate at the Investment Advisor's sole and exclusive discretion, all subject to the provisions of this Agreement and its Appendices hereto.
- 6.2 Any request by the Client to be provided with Investment Advising services will be made solely to the authorized client of the Investment Advisor, and in each such request the Client will verify at the outset that whosoever he is requesting Investment Advising services from is in fact authorized to provide Investment Advising services. The Client is aware that any action by the Client which is taken in accordance with Investment Advising services provided by someone who is not an authorized Investment Advisor, or refraining from taking any such action, exempts the Investment Advisor from any liability for the costs relating to the action or to refraining from taking such action, and the Client finally and totally waives and renounces any demand and/or claim and/or suit against the Investment Advisor with regard to any expense and/or damage and/or loss and/or harm which is caused to the Client as a result of having implemented or failed to implement any such directives.
- 6.3 The Client undertakes not to transfer to any third party, whether directly or indirectly, information provided to him by the Investment Advisor in the course of the Investment Advising services, unless the Investment Advisor gave his prior written consent thereto and/or except for information which has entered the public domain and/or information which the Client is required to disclose by a competent authority.

- 6.4 The investment advising services are provided by the Investment Advisor to the best of its understanding and knowledge, taking into consideration the Special Data for each Client, and inter-alia, as stated in the provisions of this Agreement, the economic situation and the capital market situation at the given time and under the given circumstances. The Investment Advisor does not undertake that any act in accordance with such Investment Advising services will produce a particular return, and the Investment Advisor shall not be responsible for any damage caused to the Client or to a third party following their reliance upon such Investment Advising services.
- 6.5 For the avoidance of doubt, and without derogating from other exemptions provisions in this Agreement and/or the Investment Advisor's duty to take out insurance to cover its liability for negligent actions or omissions in relation to its Clients and the infidelity of employees in relation to its Clients, the Investment Advisor shall not insure the Client against losses and/or shall not compensate the Client in any manner for losses caused to him as a result of reliance on the Investment Advising services.

7. Execution of Client's instructions under a power of attorney

- 7.1 The Client may request to receive services from the Investment Advisor for the execution of instructions that will be issued to it by the Client (or by a Representative as defined in Section 9 hereunder, and for this purpose the provisions of this section - to the extent that they concern the Client – apply in full to the Representative), and the Investment Advisor agrees to provide these services to the Client either under the Empowerment of Client or by the provision of the Client's Account online login and password (the: "**Login Particulars**") and execution of instructions under said platform (the: "**Login vehicle**"). The Client shall be liable and responsible for the authorization of Investment Advisor before any party and the Financial Institution for the use of the Login Vehicle and it shall be considered under this Agreement for any matter as an Empowerment and without derogating from any other provision of this Agreement, the Client releases and shall indemnify Investment Advisor for operation under said framework.
- 7.2 It is hereby clarified that the Investment Advisor will not have any discretion, directly or indirectly, with regard to instructions that are issued to it by the Client, and it will act upon the instructions as instructed by the Client.
- 7.3 The Client's instructions will be issued solely in writing.
- 7.4 The Client declares and undertakes that he has signed all agreements and documents required by a Financial Institution with regard to the Client's Account and that he will give instructions for actions to be carried out solely within the framework of the Financial Institution's agreements and documents which have been signed by him.
- 7.5 The Client will be exclusively responsible for all aspects of the instructions which the Client gives regarding investment in securities and in financial assets or other and with respect to the manner of operating with them, including purchasing them, selling them or refraining from taking such actions.
- 7.6 The Client will notify the Investment Advisor about withdrawal of funds from the Client's Account at least three Business Days in advance and will notify about a deposit of funds to the Client's Account immediately following the deposit.
- 7.7 The Investment Advisor will not be responsible for any mistake or error in the execution of any instruction which is issued by it and which is not within its control, and, without derogating from the generality of the aforesaid, will also not be responsible in respect of non-execution of the instruction by the Financial Institution, and it is clearly emphasized that the Financial Institution

may refuse to execute a transaction, and the Client will have no claim and/or suit and/or demand against the Investment Advisor in that regard.

- 7.8 The Investment Advisor will not be responsible for the requirements required by the Financial Institution in order to execute the Client's instructions and the Client will finalize all relevant demands as required.
- 7.9 The Investment Advisor will not be responsible to the Client for the way in which the Client's Account is managed or in respect of any deviation from the agreement which the Financial Institution has ratified with the Client, and such responsibility will apply only to the Client.
- 7.10 The Investment Advisor will not be responsible for the issuance of an instruction by the Client for the execution of any action which deviates from the agreement between the Financial Institution and the Client, or deviates from any Empowerment or from the agreement which has been confirmed to the Client by the Financial Institution, or from the provisions of the Law. In addition, the Investment Advisor will be permitted, at its sole discretion, not to issue an instruction to execute an action instructed by the Client in the Client's Account, when the Investment Advisor finds the action to be illegal or not possible to perform or if it has reason to believe that such action is not possible and/or not possible to be performed and/or for any other reason, provided that it notifies the Client thereof soon thereafter when applicable, and this without derogating from the Client's responsibility or from any other relief available to the Investment Advisor under this Agreement and under any law.
- 7.11 Without derogating from the generality of the aforesaid, it is agreed and declared that the Investment Advisor will be permitted not to issue an instruction which is not clearly understood, in whole or in part.
- 7.12 If, due to an action or non-action by the Investment Advisor, including as detailed in this section, the Investment Advisor suffers costs or damages of any kind, or is required to make any payment whatsoever, whether under a court judgment or in an arbitration or in any other way, pursuant to a demand or claim by the Client or by any third party whatsoever, the Client will indemnify the Investment Advisor immediately for any amount which the Investment Advisor is required to pay.
- 7.13 The Client may be required to either provide the Client's Login Particulars or sign the Empowerment, as per the draft which is standard practice in this regard at the Financial Institution, to facilitate the provision of the services. The Client shall provide the Investment Advisor a copy of the mentioned power of attorney if one is issued. It should be emphasized that as long as the Investment Advisor does not receive the Client's Login Particulars or a copy of the mentioned Empowerment signed by the Client, the Investment Advisor will not be expected to execute Customer's instructions given pursuant to this paragraph 7.

8. Request for the Execution of Transactions and Investment Advising through Communications Media

- 8.1 The Client may wish to send the Investment Advisor if so Empowered requests and/or instructions and/or consents by Communications Media to instruct the Investment Advisor to execute in the Client's Accounts or in connection therewith any transactions, including transactions of the types and classes specified in this Agreement and/or to receive investment advising through Communications Media concerning an investment and/or a realization of investment.
- 8.2 As pertaining to section 8.1 above, the Client agrees that in any event that the Investment Advisor executes an instruction or consent and/or carries out Investment Advising in Communications Media as aforesaid (hereinafter: an "**Action through Communications Media**") the following will apply:

- 8.2.1 The Client assumes upon himself all risks involved in an Action through Communications Media, including those resulting from a mistake in delivery or understanding.
- 8.2.2 All Investment Advisor's records including a recording - if any - concerning the content of an Action through Communications Media, and the date on which it was taken, will serve as conclusive evidence for its mere execution, for the content of said Action through Communications Media and for the date on which it was taken.
- 8.2.3 The Investment Advisor will be entitled at any time, to disregard (in whole or in part) any instruction given by an Action through Communications Media transferred by the Client and not to act according to thereto, if the instruction inter-alia is unclear or improper for execution, in the Investment Advisor's absolute discretion.
- 8.2.4 Without derogating from the generality of the above, and in addition, the Client hereby declares and approves, that as part of the services provided to him, the Investment Advisor is allowed to deviate from Clients instructions in order to complete them in whole or in part or not to execute them at all or to execute them at a rate which exceeds the Stock Exchange /relevant rate known at the time of the instruction, and it may sell the said assets at a rate which is lower than the Stock Exchange/relevant rate known at the time of the instruction - if Investment Advisor finds the instructions under its discretion as inter-alia insufficient, improper, missing, wrong, vague - all subject to the stipulation that the Investment Advisor acted in good faith.
- 8.3 The Client is aware that insofar as he wishes to perform an instruction given by an Action through Communications Media, including by telephone, he must contact only a licensed employee on behalf of the Investment Advisor.
- 8.4 The Client fully and completely waives any demand and/or suit and/or claim for indemnification or compensation against the Investment Advisor and the Investment Advisor will be released of any liability for any damage, loss or expense which may be caused to the Client, directly or indirectly, as a result of any instruction given by the Client by an Action through Communications Media, including if it turns out that any such instruction was sent to the Investment Advisor in Client's name by an unauthorized party or was signed by an unauthorized party and/or in the event that the Client's signature on such instruction was forged.
- 8.5 The Client hereby agrees the Investment Advisor may at its absolute discretion, and subject to provisions of the law, record and document any Action through Communications Media, and in such a case, any record as aforesaid presented by the Investment Advisor will serve as conclusive evidence towards the Client regarding the content of such records. Nothing stated in this section imposes on the Investment Advisor any obligation to record its conversations with the Client. Without derogating from the generality of the foregoing, all Investment Advisor's records concerning the content of an Action through Communications Media as aforesaid, and the date on which it was taken, will serve as conclusive evidence for its mere execution, for the content of said Action through Communications Media and for the date on which it was taken.

9. Client's Legal Representative

- 9.1 The Client may appoint a legal representative who will be entitled to give instructions to the Investment Advisor, including details concerning the Client's needs and determination of investment policy and the update thereof, all as determined by the Client and subject to Law and Directives (hereinafter: the "**Representative**"), by giving written notice to the Investment Advisor along with a power of attorney to the Representative in a form acceptable to the Investment Advisor

(**Appendix D**), signed by the Client and the Representative, while said signatures shall be identified by an employee on behalf of the Investment Advisor, or by an attorney, or by an accountant, and in accordance with the Order on the Prohibition of Money Laundering, and should the Client be a corporation, also subject to an appropriate decision of the entities authorized to act on behalf of the corporation, which will be certified by an attorney.

- 9.2 Notice of an appointment as aforesaid shall also be signed by the Investment Advisor for approval of its consent to the notice and scope of powers given to the Representative.
- 9.3 The Client may cancel this power of attorney, at any time, by giving a written notice, which shall also be signed by the Investment Advisor for approval of receipt of that cancellation notice.
- 9.4 The Representative will be authorized to take any action and give any instruction which the Client may take in connection with the Services under this Agreement, subject to the provisions of this Agreement, and which he was authorized by the Client to take, in the above notice.
- 9.5 The appointment of a Representative will not derogate in any way or manner from the Client's power to continue to give instructions concerning the Services under this Agreement and execute transactions in the Client's Account - subject to the provisions of this Agreement. It is hereby clarified that in the event of Investment Advisor receiving conflicting or inconsistent instructions from the Client and the Representative, the Investment Advisor will act according to the Client's instructions only, provided that the Representative's instructions have not been executed yet.
- 9.6 The Investment Advisor will bear no liability in the event that the Representative exceeded his authority or acted contrary to his fiduciary duty or any other duty he may have, if any, towards the Client, and any such action by the Representative will obligate and be binding upon the Client for all intents and purposes, provided that the Investment Advisor acted in accordance with the notice concerning the appointment of the Representative.

10. Advisory Fees

- 10.1 In consideration for the Services under this Agreement, the Client shall pay the Investment Advisor the following:

annual advisory fees at the rate of _____%, paid quarterly, in arrears, and charged prorated (each quarter shall be prorated 1/4 of the advisory fees), according to the value of the Client's Account on the last Business Day of each quarter, including all of its components.

annual advisory fees at the rate of _____%, paid monthly, in arrears, and charged prorated (each month shall be prorated 1/12 of the advisory fees), according to the value of the Client's Account on the last Business Day of each quarter, including all of its components.

advisory fees of _____ USD or _____ NIS, pre-paid or paid within _____ days of the execution of this Agreement, for Services that shall be limited to _____ Investment Advising Protocol(s)/Investment Plans (the "**Limited Term Services**").

(hereinafter: the "**Advisory Fees**")

- 10.2 The Advisory Fees shall be considered as including VAT, if applicable. Without derogating from the above, in case the Advisory Fees are exempt from VAT under applicable Law, the Investment Advisor shall be entitled to the full Advisory Fees above. Clients shall cooperate with Investment Advisor as pertaining to any information needed in order to comply with applicable Law and

exemptions of VAT, if applicable.

- 10.3 The Investment Advisor will be entitled, at its sole discretion, to take into account for calculating the value of the Client's Account as aforesaid, Securities, Financial Assets and/or funds, which will be withdrawn and/or deposited by the Client during the relevant term (quarter/month), as the case may be.
- 10.4 Advisory Fees, commissions and payments may be charged directly from Client's Account and it shall be considered as pursuant to the Power of Attorney. Subject to other agreement in writing, the Client shall be allowed to pay the Investment Advisor the Advisory Fees by check, credit card, wire transfer, PayPal or other similar device as requested by Investment Advisor.

11. **Commissions and Reimbursement of Expenses**

- 11.1 The Client hereby declares that he knows and agrees that the Financial Institution in which the Client's Account is managed charges the Client's Account with various commissions for the holding and/or execution of transactions in Securities, Financial Assets and/or for the funds which are deposited and/or managed in the Client's Account and/or for Investment Advising services (hereinafter: the "**Commissions**"), at the rates which will be determined by the Financial Institution as the case may be.
- 11.2 The collection of the Commissions in the Client's Account is made solely by the Financial Institution and constitute part of the relationship between the Client and the Financial Institution (as the case may be).
- 11.3 The rates of the commissions may be changed at any time by the Financial Institution. It should be also clarified that insofar as there are changes in the rates of commissions, and subject and insofar as the Law and Directives allow, the responsibility for informing the Client of such changes will not apply to the Investment Advisor, since this matter is as stated constitute part of the relations between the Client and the Financial Institution only.

12. **Reports to the Client**

- 12.1 The Investment Advisor will deliver to the Client reports as required by the Law, Regulations and Directives as such may be in effect from time to time. The reports shall be delivered by mail and/or fax and/or electronic mail - as long as the Client has confirmed that reports will be sent to him by electronic mail and/or by fax and he gave details for that.

Reports by Electronic Mail - the Client hereby declares and confirms, that the reports, information and messages will be sent to him by the Investment Advisor by electronic mail (e-mail) to the address given by him in this Agreement or any other e-mail address Client shall instruct Investment Advisor in writing.

The Client knows that he may retract his said consent at any time.

Please state Client's e-mail address:

Client's signature for acknowledgement & verification:

- 12.2 The Investment Advisor will provide Client with additional details in accordance with Client's reasonable request.

12.3 Insofar as applicable under Law and Directives, reports sent to the Client by the Financial Institution including the information included in the Investment Advisor's reports, shall excuse Investment Advisor from sending the same.

13. **Confidentiality**

13.1 The Client hereby declares and acknowledges that he is aware of the fact that the confidentiality obligation imposed on the Investment Advisor under the Law concerning any information which was brought to its attention by the Client and/or which relates to actions to be executed by it for the Client under this Agreement, is subject to the obligation of the Investment Advisor to give information under any applicable law, including the provision of reports to the competent authorities.

13.2 The Client hereby declares, that he was informed and that he agrees that details provided by him to the Investment Advisor and/or any information concerning the Client which became known to the Investment Advisor, may be transferred to databases of companies controlled by the Investment Advisor and/or companies held by the Investment Advisor and/or companies associated with it (hereinafter: the "**Wise Money Israel Group**"), and to other databases as may be required for the provision of the services to the Client, the management of Client's assets by the Investment Advisor and for the ongoing operations of the Investment Advisor and the performance of its duties under any law (including the segmentation of such information).

13.3 The Client hereby declares, that he was informed and that he agrees that the details provided by him to the Investment Advisor and/or any information concerning the Client which became known to the Investment Advisor, may be transferred to databases of the member companies of the Wise Money Israel Group including direct mailing basis of any of the member companies of the Wise Money Israel Group, for the direct mailing of products/services of the member companies of the Wise Money Israel Group and of products/services of third parties which market together with the member companies of the Wise Money Israel Group and which the Client may be interested in. The Client agrees to receive marketing material and offers for the purchase of products of the Wise Money Israel Group as specified above, either by electronic mail and/or fax and/or SMS and/or by any other way.

The Client knows that he may give notice of his unwillingness to continue to receive such information at any time or of a certain class in one of the following ways:

In writing to the following postal address: _____
or by e-mail: _____.

Client's signature for acknowledgement & verification:

14. **Liability**

14.1 The Investment Advisor undertakes to act with respect to the Client, based on professional considerations, to the best of its knowledge and understanding, according to the Law, the Directives and the Stock Exchange Regulations, and taking into consideration the Special Data provided by the Client, including the investment's goals, his needs and instructions, as detailed in **Appendix B** and **Appendix C**, or in any update thereof, and taking into consideration inter-alia the capital market situation at the given time and under the given circumstances.

14.2 For the avoidance of doubt, if the Client managed an investment portfolio and/or held financial assets before the execution of this Agreement, various gains/losses - including and without derogating from the generality of the aforementioned - capital income tax liability, may arise from

the realization of the securities and/or the financial assets in his possession under the Investment Advising Services, and the Investment Advisor is not responsible for said gains/losses.

- 14.3 It is hereby agreed between the parties that the Investment Advisor will have no liability for any damage, loss, prevention of profits or costs of any kind and nature whatsoever which may be suffered by the Client in connection with actions related to the Investment Advising services, and which were caused by Circumstances Beyond the Control of the Investment Advisor, provided that in its actions the Investment Advisor was not negligent and did not breach its fiduciary duty to the Client.
- 14.4 In addition, it is hereby agreed and declared that the Investment Advisor is not obligated to obtain any minimum profit rate in the Client's investment portfolio and that it does not undertake to insure the Client against any losses other than as required by the Law and Regulations.
- 14.5 Without derogating from the foregoing, it is hereby agreed between the parties that the Investment Advisor will have no liability for any damage, loss, prevention of profits or costs of any kind and nature whatsoever which may be suffered by the Client or a third party in connection with the Investment Advising services and/or transactions in the investment portfolio, that contradict any restrictions, limitations or directions that apply to Client alone and that were not brought to the attention of Investment Advisor in writing under the restrictions resolved in the Investment Policy of the Client.
- 14.6 The Client shall be solely liable for any act of the Client, whether in the Client's Account or in any other account, and whether or not performed pursuant to the investment advising services which the Client received from the Investment Advisor as aforesaid.
- 14.7 Without derogating from the generality of the aforesaid, the Client hereby confirms that he is aware that different taxes and mandatory payments may be imposed on his proceeds. Without derogating from other provisions under this Agreement excluding liability to tax matters, the Client will be solely responsible for obtaining consultation on tax issues and will bear all tax payments, levies, fees or other mandatory payments of any kind and nature whatsoever, which will apply - if any.
- 14.8 Nothing in this Agreement or Section 14 shall derogate from Section 13(e) of the Law, whereby a stipulation in an agreement that releases a licensee of an obligation imposed on it under the Law or under any other statute in respect of the manner in which he performs his duties or that restricts his responsibility, is void. In a case of contradiction - the provisions of the Law will prevail.

15. **Joint Account and a Deceased Client**

- 15.1 Should the Client's Account be a joint account, or become a joint account after being opened (hereinafter: "**Joint Account**"), then, in addition to everything stated in this Agreement, it shall also be subject to the following provisions:
- 15.1.1 Each one of the co-owners, severally, is entitled to give instructions to the Investment Advisor, including concerning the Client's needs and instructions procedure and Investment Policy as specified in **Appendix C**, unless the co-owners have instructed otherwise in writing.
- 15.1.2 Instructions given to the Investment Advisor by each one of the co-owners, will obligate and be binding on all co-owners for all intents and purposes.
- 15.1.3 If conflicting and/or inconsistent instructions were given by the signatories of the Joint

Account, the Investment Advisor will act according to the last instruction received - if the previous instruction or instructions have not yet been executed.

- 15.1.4 All co-owners will be responsible and liable, jointly and severally, for the performance of all Client's obligations towards the Investment Advisor arising from the Joint Account and/or in connection therewith as well as to the performance of all Client's obligations arising from and/or in connection with this Agreement.
 - 15.1.5 In the event one of the co-owners in a Joint Account passes away, the other co-owners will give the Investment Advisor a written notice of same forthwith, and the estate of the deceased co-owner will come in his place and stead in all matters related to the Joint Account and/or this Agreement.
 - 15.1.6 In any event of a deceased co-owner as aforesaid, the Investment Advisor will act according to the instructions given and/or which will be given to it by the other co-owners or anyone on their behalf, in accordance with the provisions of this Agreement, and this notwithstanding any law and if the aforementioned stipulations contradict said Law and to the extent the Law permits the condition of said provisions under the Law by an Agreement.
 - 15.1.7 Without derogating from the above, the Investment Advisor may deviate from the provisions of this section above only subject to its receipt of the consent of all co-owners of the Joint Account, and in writing, or according to the instruction of the competent authority.
 - 15.1.8 There shall be no claim and/or demand against the Investment Advisor in respect of the Investment Advisor's said actions in this section 15 or if he acted in good faith. Without derogating from the generality of the foregoing, should the Investment Advisor act in the Joint Account, after the death of a co-owner or without being prohibited from performing the act, the Investment Advisor shall be exempt from liability in respect of any damage which shall be caused to the other co-owners and/or the estate in respect of such act, notwithstanding any of his actions as long as he acted in good faith.
- 15.2 Without derogating from the provisions of Section 15 above, the Client confirms that he is aware that these provisions will apply only to the relations between him and the Investment Advisor, and they do not change the ownership relationship between the co-owners or the relations between any of the co-owners and their own heirs and/or heirs of any of them.

16. **Tax Provisions**

The Client hereby confirms that he is aware that various taxes may apply (including capital gains tax) on transactions advised under the Services, and that the Client shall be solely required to bear any tax liability and to make the applicable tax payment, and he shall be responsible thereof. The Investment Advisor does not express his opinion and does not give any advice in connection with the tax liabilities which shall apply, if any, to the transactions which shall be advised or performed. Should the Client wish to receive an opinion on this subject, he shall be required to consult with a tax consultant.

At the time of Investment Advising and/or the performance of the transactions, the Investment Advisor shall act in accordance with the investment policy and the Client's needs and instructions, as set forth in **Appendix C** only without giving effect to tax matters. It is hereby clarified that nothing in this Agreement and/or the services provided by virtue thereof shall constitute a substitute for a professional tax consultant that takes account of the Client's special data and needs.

17. The Investment Advisor's Books and the Financial Institution's Books

- 17.1 All the records in the Financial Institution's books and/or in the Investment Advisor's books shall be deemed to be correct and shall serve as conclusive evidence of all that is stated therein, including all their details. Certification of a copy of the said records or of any section of such a copy or of the last page of such a copy or certification on a separate document, by the Financial Institution, shall serve as evidence of the existence of these records and the accuracy of all the details specified in the said copy.
- 17.2 The term "the Financial Institution's Books" and/or "the Investment Advisor's books" includes, inter alia, any registration or copy of a registration, whether printed or handwritten, including a photocopy and the entry into a computer or in any other media, of any book, statement of account, ledger, spreadsheet, spool, any means of computer data storage, and also any other means of data storage.
- 17.3 Authorization, in writing, by the Financial Institution with regard to Advisory Fees and other charges in connection with the Client's Account, shall serve as conclusive evidence of that stated therein.

18. Term of Agreement

- 18.1 This Agreement will enter into force after this Agreement and its Appendices were signed by the Client and the Investment Advisor, and provided that the Investment Advisor receives Client's confirmation that he has, in his possession, a signed copy of this Agreement, and will remain in force until its termination in the manner specified below (hereinafter: the "**Term**").
- 18.2 Each one of the parties may terminate this Agreement, by written notice to the other party (hereinafter: the "**Termination Notice**"), which shall be given as follows:
- 18.2.1 By the Client – to the Investment Advisor and if Empowered under this Agreement, to the Financial Institution as well, at any time.
- 18.2.2 By the Investment Advisor – to the Client, at least 7 days in advance.
- 18.3 Under a Limited Term Services Agreement – this Agreement shall terminate at the lapse of the Limited Term Services.
- 18.4 In addition, it is hereby agreed that if the Client gives notice of the termination of the engagement as aforesaid on a Business Day on which the Investment Advisor executes transactions for the Client, the Termination Notice will enter into force within 24 hours from the date of receipt of the Termination Notice. It is also hereby agreed that should the Client give notice of the termination of the engagement to the Financial Institution only, the Termination Notice will enter into force within 24 hours from the time on which it was brought to the Investment Advisor's attention (and the Investment Advisor confirmed receipt of the Termination Notice).
- 18.5 The Client shall be solely liable for any damage or loss which will be suffered by the Client as a result of the Client failure to deliver the Termination Notice, to the Investment Advisor as well as the Financial Institution.
- 18.6 Should the Agreement be terminated during a calendar month (and not at the end or at the beginning thereof), and the Agreement is not Limit Term Services, the Investment Advisor shall collect Advisory Fees at a pro rata rate for the period during which there were given Investment Advising

services to the client during the calendar month in which the Agreement ends, According to the investment portfolio's value at the end of the engagement, and the provisions of section 9 above shall apply to these Advisory Fees.

19. **Miscellaneous**

- 19.1 Unless otherwise expressly stated in this Agreement in relation to a particular matter, notices and/or instructions from the Client to the Investment Advisor shall be given in writing only.
- 19.2 Any modification, amendment and/or addition to this Agreement shall not be valid, unless made in writing and signed by the Client and the Investment Advisor.
- 19.3 If it is determined by a competent authority that any clause or provision of this Agreement is void, this shall not derogate from the validity of any other clauses or provisions that shall remain in force, mutatis mutandis, if any.
- 19.4 This Agreement cancels any other or previous agreement which was signed between the parties.
- 19.5 If this Agreement is signed by various parties, any reference made in this Agreement to a single Client will be regarded as if made in the plural.
- 19.6 This Agreement shall be governed by the Israeli Law and the exclusive jurisdiction to settle any disputes arising from this Agreement shall vest in the courts of Tel Aviv Jaffa exclusively.
- 19.7 The addresses of the parties for the purpose of its execution and the transmission of notices thereunder will be as specified in the preamble thereof. The parties undertake to notify each other in writing of any change in their addresses specified in the preamble of this Agreement. For the avoidance of doubt, correspondence in e-mail shall be considered notification in writing.
- 19.8 The Client hereby confirms that by his signing of this Agreement, he received a copy of this Agreement.

In Witness Whereof the Parties signed this Agreement:

Wise Money Israel

Client Signature

Client Signature

Appendix A of of the Investment Advising Agreement

Intentionally left blank: not relevant to Investment Advising.

Appendix B of the Investment Advising Agreement

KNOW YOUR CLIENT QUESTIONNAIRE

In the event that there are a number of account holders (including family members), each account holder should complete a separate column. **All details must be completed.**

| Details of Account Holder | | Details of additional Account Holder or <input type="checkbox"/> none (no need to answer questions in this column) | |
|--|---|--|---|
| First Name: | Last Name: | First Name: | Last Name: |
| Israeli I.D. No./Passport or Company No. & Country: | Date of Birth (dd/mm/yyyy): ____ / ____ / ____ | Israeli I.D. No./Passport or Company No. & Country: | Date of Birth (dd/mm/yyyy): ____ / ____ / ____ |
| <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Company | Marital Status (if applic.) <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widow/er | <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Company | Marital Status (if applic.) <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widow/er |
| Residential Address | | Residential Address | |
| Alternative address to send mail: <input type="checkbox"/> None <input type="checkbox"/> (details here) | | Alternative address to send mail: <input type="checkbox"/> None <input type="checkbox"/> (details here) | |
| Mobile phone: | Home phone: | Mobile phone: | Home phone: |
| Work phone: | Fax: | Work phone: | Fax: |
| Email address: | | Email address: | |
| Employment: <input type="checkbox"/> Salaried <input type="checkbox"/> Self-employed/owner of business <input type="checkbox"/> Retired <input type="checkbox"/> Student/Yeshiva <input type="checkbox"/> Regular Army/National Service <input type="checkbox"/> Public Office <input type="checkbox"/> Company <input type="checkbox"/> Other (details): _____ | | Employment: <input type="checkbox"/> Salaried <input type="checkbox"/> Self-employed/owner of business <input type="checkbox"/> Retired <input type="checkbox"/> Student/Yeshiva <input type="checkbox"/> Regular Army/National Service <input type="checkbox"/> Public Office <input type="checkbox"/> Company <input type="checkbox"/> Other (details): _____ | |
| Place of work/current business | Description of work place/business (field of work; profession, branch) | Place of work/current business | Description of work place/business (field of work; profession, branch) |
| Role at work place/in business: | | Role at work place/in business: | |
| Do you have other managed accounts at Wise Money Israel <input type="checkbox"/> Yes <input type="checkbox"/> No | Business activity overseas <input type="checkbox"/> No <input type="checkbox"/> Yes Details: _____ | Do you have other managed accounts at Wise Money Israel <input type="checkbox"/> Yes <input type="checkbox"/> No | Business activity overseas <input type="checkbox"/> No <input type="checkbox"/> Yes, Details: _____ |

| | | | |
|---|--|---|--|
| Details regarding account | | Details regarding account | |
| Source of funds deposited in account: <input type="checkbox"/> Accumulated savings <input type="checkbox"/> Inherited funds <input type="checkbox"/> Property sale/sale of business activity <input type="checkbox"/> Business Earnings <input type="checkbox"/> Yield from acquisition <input type="checkbox"/> Benefits from overseas <input type="checkbox"/> Other (specify) _____ (supporting documents to be attached) | | Source of funds deposited in account: <input type="checkbox"/> Accumulated savings <input type="checkbox"/> Inherited funds <input type="checkbox"/> Property sale/sale of business activity <input type="checkbox"/> Business Earnings <input type="checkbox"/> Yield from acquisition <input type="checkbox"/> Benefits from overseas <input type="checkbox"/> Other (specify) _____ (supporting documents to be attached) | |
| Ongoing sources of income <input type="checkbox"/> Wages <input type="checkbox"/> Business receipts <input type="checkbox"/> Overseas pension <input type="checkbox"/> Pension/benefits <input type="checkbox"/> Interest from savings <input type="checkbox"/> Income-yielding real estate <input type="checkbox"/> Investments <input type="checkbox"/> National Insurance <input type="checkbox"/> Other _____ | | Ongoing sources of income <input type="checkbox"/> Wages <input type="checkbox"/> Business receipts <input type="checkbox"/> Overseas pension <input type="checkbox"/> Pension/benefits <input type="checkbox"/> Interest from savings <input type="checkbox"/> Income-yielding real estate <input type="checkbox"/> Investments <input type="checkbox"/> National Insurance <input type="checkbox"/> Other _____ | |
| Are there expected to be cash transfers to outside of Israel or receipt of funds from outside of Israel into the account? <input type="checkbox"/> No <input type="checkbox"/> Yes - sometimes large amounts <input type="checkbox"/> Yes, the account acts as a channel for me to operate outside of Israel | | Are there expected to be cash transfers to outside of Israel or receipt of funds from outside of Israel into the account? <input type="checkbox"/> No <input type="checkbox"/> Yes - sometimes large amounts <input type="checkbox"/> Yes, the account acts as a channel for me to operate outside of Israel | |
| Anticipated deposits into the account: <input type="checkbox"/> No deposits <input type="checkbox"/> Daily/weekly deposits <input type="checkbox"/> Monthly deposits <input type="checkbox"/> Occasional | | Anticipated deposits into the account: <input type="checkbox"/> No deposits <input type="checkbox"/> Daily/weekly deposits <input type="checkbox"/> Monthly deposits <input type="checkbox"/> Occasional | |
| Purpose of managed account: <input type="checkbox"/> Managing savings <input type="checkbox"/> Managing business surpluses (respond to questions regarding the business) <input type="checkbox"/> Managing a trust account (complete the beneficiary declaration) | | Purpose of managed account: <input type="checkbox"/> Managing savings <input type="checkbox"/> Managing business surpluses (respond to questions regarding the business) <input type="checkbox"/> Managing a trust account (complete the beneficiary declaration) | |
| Business account/account in which there are surpluses from a business or <input type="checkbox"/> None (No need to complete the questions in this section) | | Business account/account in which there are surpluses from a business or <input type="checkbox"/> None (No need to complete the questions in this section) | |
| Name of business | Description of business (profession, branch) | Name of business | Description of business (profession, branch) |
| Legal identity of the business: <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other registered business (Details): _____ | Types of Clients: <input type="checkbox"/> Individuals <input type="checkbox"/> Retailers <input type="checkbox"/> Public bodies <input type="checkbox"/> Other (Details) _____ | Legal identity of the business: <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other registered business (Details): _____ | Types of Clients: <input type="checkbox"/> Individuals <input type="checkbox"/> Retailers <input type="checkbox"/> Public bodies <input type="checkbox"/> Other (Details) _____ |
| Types of suppliers: <input type="checkbox"/> Services <input type="checkbox"/> Raw materials <input type="checkbox"/> Other (Details): _____ | Types of product or services: _____ _____ | Types of suppliers: <input type="checkbox"/> Services <input type="checkbox"/> Raw materials <input type="checkbox"/> Other (Details): _____ | Types of product or services: _____ _____ |

| | |
|--|--|
| <p>Activity outside of Israel: <input type="checkbox"/> None</p> <p><input type="checkbox"/> Yes (Give details): _____</p> | <p>Activity outside of Israel: <input type="checkbox"/> None</p> <p><input type="checkbox"/> Yes (Give details): _____</p> |
| <p>Joint account</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (no need to complete the questions in this section)</p> | <p>Joint account</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (no need to complete the questions in this section)</p> |
| <p>What is the nature of the relationship in the joint account?</p> <p><input type="checkbox"/> Business partnership <input type="checkbox"/> family members <input type="checkbox"/> spouses <input type="checkbox"/> parent and child <input type="checkbox"/> grandparent and grandchild</p> <p><input type="checkbox"/> Other (Give details): _____</p> | <p>What is the nature of the relationship in the joint account?</p> <p><input type="checkbox"/> Business partnership <input type="checkbox"/> family members <input type="checkbox"/> spouses <input type="checkbox"/> parent and child <input type="checkbox"/> grandparent and grandchild</p> <p><input type="checkbox"/> Other (Give details): _____</p> |
| <p>What is the reason for the creation of a joint account?</p> <p><input type="checkbox"/> business consideration <input type="checkbox"/> for reasons of family convenience</p> <p><input type="checkbox"/> commercial family reasons <input type="checkbox"/> by virtue of the law (inheritance, estate, court order)</p> <p><input type="checkbox"/> Other (Give details): _____</p> | <p>What is the reason for the creation of a joint account?</p> <p><input type="checkbox"/> business consideration <input type="checkbox"/> for reasons of family convenience</p> <p><input type="checkbox"/> commercial family reasons <input type="checkbox"/> by virtue of the law (inheritance, estate, court order)</p> <p><input type="checkbox"/> Other (Give details): _____</p> |
| <p>Are you involved in taking decisions/giving instructions in the account? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Are you involved in taking decisions/giving instructions in the account? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>Can all partners operate independently in the account?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, only some partners can legally bind the account independently, but <u>I am not one of those who can</u></p> | <p>Can all partners operate independently in the account?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, only some partners can legally bind the account independently, but <u>I am not one of those who can</u></p> |
| <p>Do the funds in the account belong to all the partners?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, the funds in the account only belong to some of the partners <u>and I am not one of those</u></p> <p><input type="checkbox"/> No, the funds in the account only belong to some of the partners, <u>of whom I am one</u></p> | <p>Do the funds in the account belong to all the partners?</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, the funds in the account only belong to some of the partners <u>and I am not one of those</u></p> <p><input type="checkbox"/> No, the funds in the account only belong to some of the partners, <u>of whom I am one</u></p> |
| <p>Trust account</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not a trust account (no need to complete the questions in this section)</p> | <p>Trust account</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> Not a trust account (no need to complete the questions in this section)</p> |
| <p>Nature of the trust: <input type="checkbox"/> a trust under the law (by virtue of the law/a court/or authorized authority <input type="checkbox"/> Other (give details) _____</p> | <p>Nature of the trust: <input type="checkbox"/> a trust under the law (by virtue of the law/a court/or authorized authority <input type="checkbox"/> Other (give details) _____</p> |
| <p>Nature of the relationship with the trustee:</p> <p><input type="checkbox"/> Client's lawyer <input type="checkbox"/> Manager of estate of Guardian</p> <p><input type="checkbox"/> Other (give details) _____</p> | <p>Nature of the relationship with the trustee:</p> <p><input type="checkbox"/> Client's lawyer <input type="checkbox"/> Manager of estate of Guardian</p> <p><input type="checkbox"/> Other (give details) _____</p> |
| <p>Why has the account been opened as a trust account? <input type="checkbox"/> For business purposes <input type="checkbox"/> for family reasons <input type="checkbox"/> for personal reasons</p> | <p>Why has the account been opened as a trust account? <input type="checkbox"/> For business purposes <input type="checkbox"/> for family reasons <input type="checkbox"/> for personal reasons</p> |

| Person or company of foreign nationality/foreign residence/foreign public official (For non-Israelis only) | | | |
|--|--|--|--|
| <input type="checkbox"/> Not relevant/does not conform with definition (no need to complete the following questions in this section) | | | |
| Note: Each account holder/power of attorney who is a foreign national/foreign resident/foreign public official must complete a column below (add separate form for any additional account holders) | | | |
| <p>“Foreign resident” – someone who is located in Israel but is not an Israeli citizen or is not in Israel in accordance with an immigration visa or an immigration certificate, or who is not located in Israel in accordance with a permanent residence license.</p> <p>“Foreign Public Official” – a foreign national who holds a senior public office outside Israel, including a member of such national’s family or a corporation controlled by him or a business partner of such; for this purpose, “senior public office” – includes a head of state, a president, a mayor, judge, member of parliament, member of a government and senior army or police officer, or any similar such office, even if its description is different.</p> | | | |
| Name: _____ | | Nationality: _____ | |
| Name: _____ | | Nationality: _____ | |
| Residential address | | Residential address | |
| <p>Affinity with Israel (indicate each of the relevant choices</p> <p><input type="checkbox"/> manages business in Israel <input type="checkbox"/> family <input type="checkbox"/> studying <input type="checkbox"/> leisure <input type="checkbox"/> new immigrant (not located in Israel in accordance with an immigration visa or an immigration certificate) <input type="checkbox"/> living in Israel on a permanent basis <input type="checkbox"/> Other (give details): _____</p> <p><input type="checkbox"/> No affinity with Israel</p> | | <p>Affinity with Israel (indicate each of the relevant choices</p> <p><input type="checkbox"/> manages business in Israel <input type="checkbox"/> family <input type="checkbox"/> studying <input type="checkbox"/> leisure <input type="checkbox"/> new immigrant (not located in Israel in accordance with an immigration visa or an immigration certificate) <input type="checkbox"/> living in Israel on a permanent basis <input type="checkbox"/> Other (give details): _____</p> <p><input type="checkbox"/> No affinity with Israel</p> | |
| <p>Is the person a foreign public official? <input type="checkbox"/> No <input type="checkbox"/> Yes, because he is: <input type="checkbox"/> the holder of a senior public office outside Israel (give details): _____ <input type="checkbox"/> the family member of a public official (give details): _____ <input type="checkbox"/> a corporation controlled by or a business partner of a public official or of a member of the family of a public official (give details) _____</p> | | <p>Is the person a foreign public official? <input type="checkbox"/> No <input type="checkbox"/> Yes, because he is: <input type="checkbox"/> the holder of a senior public office outside Israel (give details): _____ <input type="checkbox"/> the family member of a public official (give details): _____ <input type="checkbox"/> a corporation controlled by or a business partner of a public official or of a member of the family of a public official (give details) _____</p> | |
| <p>Reason for opening the account in Israel:</p> <p><input type="checkbox"/> business administration in Israel: <input type="checkbox"/> a business <input type="checkbox"/> a branch <input type="checkbox"/> Clients <input type="checkbox"/> suppliers <input type="checkbox"/> a visitor to Israel at great frequency <input type="checkbox"/> family <input type="checkbox"/> studies <input type="checkbox"/> leisure <input type="checkbox"/> new immigrant (not located in Israel in accordance with an immigration visa or an immigration certificate)</p> <p><input type="checkbox"/> living in Israel on a permanent basis</p> <p><input type="checkbox"/> Other (give details): _____</p> | | <p>Reason for opening the account in Israel:</p> <p><input type="checkbox"/> business administration in Israel: <input type="checkbox"/> a business <input type="checkbox"/> a branch <input type="checkbox"/> Clients <input type="checkbox"/> suppliers <input type="checkbox"/> a visitor to Israel at great frequency <input type="checkbox"/> family <input type="checkbox"/> studies <input type="checkbox"/> leisure <input type="checkbox"/> new immigrant (not located in Israel in accordance with an immigration visa or an immigration certificate)</p> <p><input type="checkbox"/> living in Israel on a permanent basis</p> <p><input type="checkbox"/> Other (give details): _____</p> | |

General Declaration by Account Holders:

I/we hereby confirm that the information about me/us and/or about the account, which is given in this form (Know Your Client Questionnaire) is correct and complete. Furthermore, I/we undertake to update you in writing in respect of any change in the conditions set out above in this form, at any time at which a change applies thereto. If you do not receive an update from me/us you, will regard the information set out in this form as correct. This does not derogate from the right of the Investment Advisor to carry out a re-evaluation of the Client and the conditions, from time to time.

| | |
|-----------------------------|-----------------------------|
| Signature of Client: | Signature of Client: |
|-----------------------------|-----------------------------|

Appendix C of the Investment Advising Agreement

CLARIFICATION OF THE CLIENT'S NEEDS AND INSTRUCTIONS

Part 1 – Introduction

Signatory Name _____ Israeli ID/Passport No.+Country _____

Signatory Name _____ Israeli ID/Passport No.+Country _____

(hereinafter, the “**Client**”)

The Client hereby declares and undertakes that he is aware and has had explained to him by the Investment Advisor, both orally and in writing, as follows:

1. In accordance with sections 12 and 13 of the Law, a procedure for characterizing the Client’s requirements, is essential when providing services for Investment Advising, in order, *inter alia*, to define the Client’s objectives and preferences, and in order for the Investment Advisor to be able to determine and coordinate the make-up of the Client’s portfolio and the scope of risk which complies with the Client’s individual characteristics.
2. The Investment Advisor has explained to me the importance of this procedure in order that the services that are to be provided to me will be appropriate.
3. **I have been warned by the Investment Advisor in writing and orally, that my failure to provide details, the delivery of partial details by me, including details which I refuse to impart, in the context of said procedure, may prejudice or detract from the Investment Advisor’s ability to fully weigh-in the relevant considerations for providing the services and/or matching the services to be provided to me under this Agreement to my individual requirements, and prejudice or detract from the Investment Advising services by the Investment Advisor by virtue of this Agreement.**
4. All the information which I have been asked by the Investment Advisor to provide to him and which I have not delivered, is information which I do not wish the Investment Advisor to make use of in the context of the Investment Advising, and I hereby waive any claim and/or complaint and/or right of any kind with regard to the Investment Advising services without the use of such information.

| | |
|----------------------|----------------------|
| Signature of Client: | Signature of Client: |
|----------------------|----------------------|

Declaration by holders of a joint account

We the undersigned, agree: each of the partners in the account, to act in the account, to represent the other holders in the joint account in the process to clarify the Client’s requirements, in determining an investment strategy for the joint account, and in any applicable revision. Any of the actions set out above will bind all partners in the account, for all intents and purposes.

| | |
|---------------------------|---------------------------|
| Signature of Client: | Signature of Client: |
| Date of Client Signature: | Date of Client Signature: |

Part 2 – Client Details

- 1. **Personal details**: completed in the first part of the Know Your Client Questionnaire
- 2. **Financial status**: questions intended to clarify the Client’s current and anticipated financial potential

Net monthly income

- 2.1 Salary/net income/pension/retirement benefits No Yes: _____ USD/year or _____ NIS/mo
- 2.2 Ongoing National Insurance/Social Sec payments No Yes: _____ USD/year or _____ NIS/mo
- 2.3 Ongoing income from property rentals No Yes: _____ USD/year or _____ NIS/mo
- 2.4 Do you have life insurance (non-company) No Yes: _____ USD or _____ NIS on death
- 2.5 Do you have health insurance (non-company) No Yes

Ongoing liabilities (monthly expenses)

- 2.6 Loans/mortgages No Yes: _____ USD or NIS per month
- 2.7 Ongoing general expenses (estimate) Approx. _____ USD or NIS per month
- 2.8 Total ongoing income minus ongoing liabilities Approx. _____ USD or NIS per month

Current assets

- 2.9 There is/are real estate asset(s) in Client’s name No Yes: value: _____ USD or _____ NIS
- 2.10 Amount still owed on real estate asset mortgage(s) If Yes above: _____ USD or _____ NIS

Financial assets

- 2.11 Other investment portfolios, bank securities, external securities account, deposits and savings plans, accruals in pension plans (provident/pension/manager’s insurance/study funds) or other assets owned

- 3. **Liquidity**: future expenses and the Client’s capacity to liquidate
Known significant future anticipated expenses No Yes: in __ years: _____ USD or _____ NIS

- 4. **Previous experience in the capital markets**
Do you have any previous knowledge of/experience in the capital markets? No Yes: describe:

- 5. **The composition of the portfolio to which the Client aspires**
The purpose of this section is to consider whether the Client has specific requirements regarding how his portfolio is comprised.

| Category of investment channel | Wants/does not want/has no preference/at the Investment Advisor's discretion |
|-------------------------------------|---|
| Inflation (CPI) linked bonds | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Not-inflation linked yield bonds | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Non-NIS currency linked bonds | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Bonds without an investment rating | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Bonds below investment-grade rating | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Israeli stocks | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Overseas stocks | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |
| Options and/or futures | <input type="checkbox"/> Wants <input type="checkbox"/> Doesn't want <input type="checkbox"/> No preference <input type="checkbox"/> At Investment Advisor discretion |

Investment Advisor's assessment: Is there conformity between the scope of risk in the composition of the portfolio to which the Client aspires and the scope of risk derived from the information which the Client has provided in the above sections? No Yes

If not, the Investment Advisor will give an explanation regarding the non-conformity as given to the Client as detailed hereunder:

Part 3 – Classifying the Client’s level of risk

The assessment by the Investment Advisor: according to a risk assessment, the Client’s risk level is:

| Stock Exposure | Risk Level | Detailed Description of Risk Level |
|----------------|-----------------------------------|---|
| No stocks | <input type="checkbox"/> Very Low | Very Cautious Investor - A very cautious investor prefers to entirely avoid taking risk. He is sometimes inclined to take very limited risks, mainly in government and corporate bonds, in a long-term investment, preferring a fixed, stable return to an unfixed return. The returns expected from the portfolio, and respectively, the anticipated losses, will be very low. The possible risks involved in a portfolio of such risk rating are exceptional fluctuations in interest rates and macro-economic effects such as local and worldwide crises. The portfolio will be mostly comprised of very low risk level assets (such as government and investment-grade corporate bonds, bank deposits, etc), with no exposure to stocks. The use of derivatives (such as future options) will be prohibited. |
| Up to 10% | <input type="checkbox"/> Low | Cautious Investor – A cautious investor prefers to avoid taking risk. He is sometimes inclined to take limited risks, mainly in long-term investment, preferring a fixed, stable return to an unfixed return. The portfolio will be characterized as having moderate volatility even at times when the market is experiencing abnormal fluctuations, up or down. The returns expected from the portfolio, and respectively, the anticipated losses, will be low. The possible risks involved in a portfolio of such risk rating are exceptional fluctuations in interest rates and macro-economic effects such as local and worldwide crises. The portfolio will be mostly comprised of low risk level assets (such as government and investment-grade corporate bonds, bank deposits, etc), with a limited exposure to stocks. The use of derivatives (such as future options) will be prohibited. |
| Up to 15% | | |
| Up to 20% | | |
| | | |
| Up to 25% | <input type="checkbox"/> Moderate | Balanced Investor – a balanced investor sometimes has some knowledge of and interest in financial issues, and as a rule, prefers to take risks with some of his available assets in order to increase his returns. He is prepared to take limited risks, even with short-term investments. The portfolio will be characterized as having high volatility when the market experiences exceptional volatility, up or down. The anticipated return from the portfolio, and respectively, the anticipated loss in value, will be in accordance with market volatility. The possible risks involved in a portfolio of such risk rating are exceptional fluctuations in stock prices, commercial disruptions, problems encountered by companies with liquidity issues and complying with their obligations, and macro-economic effects such as local and world-wide crises. It is likely that the portfolio will be mostly comprised of assets with moderate risk (such as corporate bonds and a higher percentage of stocks). The use of derivatives (such as future options) will be prohibited. |
| Up to 35% | | |
| Up to 45% | | |
| Up to 50% | <input type="checkbox"/> High | Daring Investor – a daring investor for the most part, has considerable knowledge of and interest in financial issues, and as a rule, prefers to take risks with most of his available assets in order to increase his returns and he enjoys taking risks. The portfolio will be characterized as having very high volatility, even more so when the market experiences exceptional volatility, up or down. The anticipated return from the portfolio, and respectively, the anticipated loss in value, will be in accordance with market volatility. The assets in which the portfolio will be invested will be liquid, but there could be situations where there will be difficulties in realizing parts thereof at certain points in time. There are significant risks attached to the portfolio which could have a profound effect on the portfolio whether for a loss or for a profit. Included among the many risks |
| Up to 75% | | |
| Up to 100% | | |

| | | |
|--|--|--|
| | | are exceptional fluctuations in stock prices, commercial disruptions, problems encountered by companies with liquidity issues and complying with their obligations, and macro-economic effects such as local and world-wide crises which would be expected to have a noticeable effect on the portfolio balance. It is likely that the portfolio will be mostly comprised of assets with a high risk (such as a high percentage of stocks). There is a possibility of using assets with a special risk (such as future options). |
|--|--|--|

In the event that the Client wishes to be reclassified for risk, the Investment Advisor will record the classification that was recommended by him and the Client's chosen option, including an explanation as to why the Client preferred a different classification than the one recommended:

Part 4 –Determining an investment strategy

- The level or risk determined for the Client: Very Low Low Moderate High
- The investment strategy detailed hereunder was arrived at between the Investment Advisor and the Client, based on information provided by the Client, as detailed in this **Appendix C** above, and in accordance with the Client's risk rating.

| Risk Rating | Investment strategy – details of main investment channels and rate of exposure thereto |
|--|--|
| Very Low | Exposure to: <input type="checkbox"/> Bonds in Israel: up to _____% Give details, as far as possible, of the types of bond: _____ <input type="checkbox"/> Bonds outside of Israel: up to _____% Give details, as far as possible, of the types of bond and the countries: _____ <input type="checkbox"/> Other : up to _____%; Give details: _____ Further instructions: |
| <input type="checkbox"/> Low | Exposure to: <input type="checkbox"/> Bonds in Israel: up to _____% Give details, as far as possible, of the types of bond: _____ <input type="checkbox"/> Bonds outside of Israel: up to _____% Give details, as far as possible, of the types of bond and the countries: _____ <input type="checkbox"/> Stocks in Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Stocks outside of Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Other : up to _____%; Give details: _____ Further instructions: |
| <input type="checkbox"/> Moderate | Exposure to: <input type="checkbox"/> Stocks in Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Stocks outside of Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Bonds in Israel: up to _____% Give details, as far as possible, of the types of bond: _____ <input type="checkbox"/> Bonds outside of Israel: up to _____% Give details, as far as possible, of the types of bond and the countries: _____ |

| | |
|--------------------------------------|--|
| | <input type="checkbox"/> Other: up to _____%; Give details: _____ Further instructions: |
| <input type="checkbox"/> High | Exposure to: <input type="checkbox"/> Stocks in Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Stocks outside of Israel: up to _____% Give details, as far as possible, of the types of stocks: _____ <input type="checkbox"/> Bonds in Israel: up to _____% Give details, as far as possible, of the types of bond: _____ <input type="checkbox"/> Bonds outside of Israel: up to _____% Give details, as far as possible, of the types of bond and the countries: _____ <input type="checkbox"/> Other: up to _____%; Give details: _____ Further instructions: |
| | Any Instructions regarding the investment strategy specifically requested by the Client are set out in a document attached to and constitutes an integral part of this Agreement. |

Additional relevant information

1. The Investment Advisor shall be allowed to advise about mutual funds and/or Exchange Traded Notes (ETN's) in accordance with the Investment Strategy determined above and calculating the exposure thereto will be made, in general, in accordance with the underlying asset from which they are structured or after which they track.
2. With regard to the limitations set out in the Investment Strategy such as the rate of exposure to shares, currency, debentures, including limitations on average duration, rating and/or non-rating of investment, it is clarified that the exposure created due to holding Exchange Traded Notes will be considered in accordance with the undertakings under the debenture, without considering the individual asset certificates actually held, and the exposure created due to holding mutual funds will be considered in accordance with the undertakings of the fund manager in the mutual fund's investment policy, without considering the exposure of the individual fund assets actually held (for example, if there is a limitation on average duration or rating in the portfolio's Investment Strategy, it will be possible to hold an Exchange Traded Note or a mutual fund in the portfolio which contains an obligation for exposure to a bond of average duration or at an average rating, without considering the individual assets and average duration/rating of each of them).
3. It is further to be noted that in a mutual fund, exposure to shares and currency will be considered in accordance with the maximum exposure that arises from the mutual fund's exposure profile, provided that an exposure rating of 4 or D, as the case may be, or higher, will be regarded as the fund being exposed up to 120% to shares of currency, as the case may be, and in government and corporate bonds, in accordance with the fund classification (the headline classification of a fund is set out in notifications on the funds' information sites) – for example, if the classification is “Bond in Israel – State”, then the exposure to be taken into account due to holding a unit in the fund, will be a government bond, whilst the exposure created from holding units of any fund with another classification will be presented as the exposure created by holding a corporate bond. When the

exposure rating of a fund classified as a bond fund, to shares and/or currency, according to its exposure profile, is not 0, its exposure to bonds according to the fund classification and the extent of its exposure to shares and currency according to its exposure profile (all in accordance with the above rules), will be taken into account.

4. With regard to the provisions of section 18 of the Law regarding the Client's approval of a securities transaction where the prospectus indicates that investing therein involves a special risk whilst two years have not elapsed since the date of the prospectus, unless the said risk indicated therein no longer exists, a transaction that involves a short-sale, as defined in section 63 of the Law of Joint Trust Investments, 5754-1994, and the lending of securities in order to implement such transaction and a transaction in future contracts, in options or in a structured product – then, for example, only when the certificate or mutual fund is defined or classified as leveraged funds or when the undertakings under the certificate or in the fund's investment strategy has determined that more than 50% of the certificate assets or mutual fund are to be invested or exposed through activities in such derivatives or in risky assets, or that is the primary way in which these instruments are to be operated, then this will not be deemed as requiring the Client's approval.

Client's Declaration

I hereby give my approval to the chosen Investment Strategy set out above.

| | |
|----------------------|----------------------|
| Signature of Client: | Signature of Client: |
|----------------------|----------------------|

Part 5 – Special Permissions

Special Permissions are those which are required from the Client in accordance with the provisions of the Law and/or the Regulations and/or the provisions of the competent authority, in order to perform actions in the investment portfolio in accordance with such permissions, and to do so on the background of the risks that are associated with the said investment actions.


The Client hereby approves and gives his specific consent to the Investment Advisor, after having his particular notice brought to the fact that his consent to the actions detailed hereunder is required under law, to implement actions which require special permissions and/or which involve a special risk.

The Client is aware that the Investment Advisor will not be permitted to carry out these actions without the Client's approval and signature. Furthermore, the Client is aware that if the Investment Advisor requires prior written consents from the Client in order to carry out certain acts, the Client knows and agrees that the Investment Advisor's failure to receive his consent for any reason whatsoever, will be deemed as the Client's non-agreement to implementing a transaction in respect of which the consent is required. In addition, the Client is aware and agrees that in any event where his consent for a transaction or for a type of transaction, is required, he will be fully responsible for giving such consent and for providing it to the Client's Investment Advisor.

Without derogating from the aforesaid, wherever a special permission is required at the time of signing this Agreement for the purpose of a type of investment activity as detailed hereunder, and the Client has not given such permission, for any reason, and during the term of the Agreement, for any reason, the requirement to obtain such special permission will no longer apply in respect of a revision of the provisions of the Law, the

Regulations and/or the provisions of a competent authority, and the situation will be deemed as if the Client had given permission for such action, even if he has not confirmed this in the table hereunder, as stated above.

And these are the transactions:

| Type | Description of permission | Risk level | Signature of Client |
|--------------------------------------|---|------------|---|
| Possible Conflict of Interest | The Investment Advisor will be entitled to purchase, hold and sell for the Client Accounts securities and/or financial assets, which the Investment Advisor, its controlling shareholders and/or any company controlled by either of them, holds in his own account and/or in accounts managed by them. | - |  Client Signature |
| Options and futures contracts | <p>The Client authorizes the Investment Advisor, by his signature, to implement transactions in options (buying, selling, as well as writing options) and/or in futures contracts (*) (buying and/or selling), as follows:</p> <p>The Client declares that he is aware and it has been explained to him by a representative of the Investment Advisor, that: (a) all the activities involved in trading in options and futures contracts have a high risk and that he is aware of the great risk involved in them; (b) the prices of options and futures contracts are subject to many, different influences and there could be extreme fluctuations in their prices; (c) that operating in options and futures contracts has a high financial risk and could result in the total loss of the amount invested; (d) the action of selling (writing) options and futures contracts exposes the seller (the writer) to an unlimited financial risk which could even exceed the amount invested; (e) the management of activity which includes writing Maof (index) options will be implemented at the discretion of the Investment Advisor only after the Financial Institution has approved a line of credit for such transactions, in accordance with the procedures which are applicable to him and only after he has provided the Financial Institution with all required securities, to the satisfaction of the Financial Institution and the Investment Advisor; (f) in respect of options and futures contracts, the Client may be required to pay the Financial Institution a significant amount in fees.</p> <p>*subject to the Client signing an agreement with the Financial Institution, as required</p> | High | |
| Short selling and lending | <p>The Client hereby authorizes the Investment Advisor by his signature, to carry out transactions in the account upon Client's written instruction on his behalf, which involve short selling as this is defined in section 63 of the Law of Joint Trust Investments, 5754-1994 and the lending of securities in order to implement such transactions.</p> <p>"a short sale transaction" - a sale on the Stock Exchange or regulated market of securities which do not belong to the vendor, according to the rules which are customary for such sale on the Stock Exchange or regulated market on which such sale is made.</p> | High | |
| | The Client hereby authorizes the Investment Advisor, by his signature, and upon Client's written instruction, to order, buy and sell structured securities ("Structures") the return on which or the risk involved in which is determined in accordance with a formula based on changes in any index whatsoever, on any security price whatsoever, on any trading price whatsoever, on any option or futures contract price, on interest or differentials between different interests, on a rate of exchange or on the | | |

| Type | Description of permission | Risk level | Signature of Client |
|--|--|------------|---------------------|
| Structured Products | <p>differentials between any rates of exchange, etc.</p> <p>The Client declares that he is aware and that it has been explained to him by a representative of the Investment Advisor, that: (a) Structures are high risk products which may not give any return whatsoever to the investor; (b) if any of the events set out in the conditions of the Structure occur, it is likely that he will not receive interest or any return whatsoever; (c) Structures are not negotiable assets but rather, constitute a fixed term investment and therefore their sale/redemption prior to the end of the period set out in any of the conditions of the Structure is likely to be concluded by a penalty and/or in creating a significant loss of the Client.</p> | High | |
| Leveraged Index Products | <p>The Client hereby authorizes the Investment Advisor, by his signature, and upon the Client's written instruction, to order, buy and sell, leveraged index products (short in multiples or long in multiples).</p> <p>The Client declares that he is aware and it has been explained to him by a representative of the Investment Advisor that the acquisition of leveraged index products entails a special risk and that the nature of the risk has also been explained. Management fees are as specified in issuance prospectus of the certificates and/or any other binding report issued by companies which allocate such certificates. The risks involved in investing in leveraged index products are:</p> <p>The risks of exposure to multiples in the same extent as the leverage of the certificate.</p> <p>The operational risks – failures in the system and exposure management, deception and fraud</p> <p>market risks – in the management of the exposures and in the market-making.</p> <p>credit risks – third-party assets backing the undertaking of the issuer.</p> | High | |
| Transactions involving a special risk | <p>The Client authorizes the Investment Advisor, by his signature, and upon the Client's written instruction, to carry out transactions with a security of which it is noted in the prospectus, that an investment therein entails a special risk whilst not more than two years have elapsed since the date of the prospectus, unless the risk which was so indicated, no longer exists.</p> <p>For this purpose, the Investment Advisor will be entitled, subject to the provisions of the law, the Regulations and the directives of the competent authorities, to consider whether the indicated risk any longer exists, and where he finds that it no longer exists, it will not be regarded as a security which involves a special risk.</p> | High | |

Part 6 - Declaration of beneficiaries and controlling shareholders

I (full name of individual wishing to be a client and for a corporation – name of the corporation), identity number, hereby declare that:

- I am acting solely for myself.
- There is a Beneficial owner of the aforesaid rights, but the details of his identity are not yet known. The reason for this: _____. I undertake to furnish the details of the Beneficial owner as soon as they become known to me.
- The beneficiaries of the transaction/ account are:

| Name | Identity number* | Date of birth/ incorporation | Sex |
|------|------------------|------------------------------|-----|
| | | | |
| | | | |

The connection between me and any other/s listed above is: _____.

- The aforesaid details of the Beneficial owner of the account are the same details that I have furnished to the Banking Corporation/ Stock Exchange member where the account is held.
- The aforesaid details of the Beneficial owner of the account are not the same details that I have furnished to the Banking Corporation/ Stock Exchange member where the account is held. The reason for this: _____.
- The account is managed for community purposes for the benefit of a large group or an undefined group of beneficiaries, and the balance of the account will not exceed 50,000 new Shekels; The purpose of the account is: _____.
- The account is managed for community purposes for the benefit of a large group or an undefined group of beneficiaries (subject to approval by the person responsible for compliance with the obligations pursuant to section 8 of the Act). The purpose of the account is: _____.

To be completed by a corporation:

- There is no controlling shareholder of the corporation.
- The controlling shareholder of the corporation are:

| Name | Identity number* | Date of birth/ incorporation | Sex |
|------|------------------|------------------------------|-----|
| | | | |
| | | | |

I undertake to inform the Investment Advisor in writing as soon as possible of any change in the details given above. I know that giving false information, including failure to provide updates of any detail requiring reporting, with the intent of avoiding reporting or causing incorrect reporting pursuant to section 7 of the Act, is a criminal offense.

| | |
|---------------------------|---------------------------|
| Signature of Client: | Signature of Client: |
| Date of Client Signature: | Date of Client Signature: |

* Including the name of the country where the identity document was issued.

Appendix D of the of the Investment Advising Agreement

POWER OF ATTORNEY

I/we the undersigned _____ Company Number/Israeli I.D. Number/Passport Number and Country _____, and _____ Company Number/Israeli I.D. Number/Passport Number and Country _____, holder/s of the account authorize those listed hereunder, to be my/our authorized signatories and/or attorneys in action, and to implement on my/our behalf and/or in my/our name, the actions set out below:

| | Power of Attorney 1 | Power of Attorney 2 | Power of Attorney 3 |
|---|---|---|---|
| First name | | | |
| Last name | | | |
| Israel ID Number/Passport Number and Country | | | |
| Nationality | | | |
| Legal status | <input type="checkbox"/> Individual <input type="checkbox"/> Company | <input type="checkbox"/> Individual <input type="checkbox"/> Company | <input type="checkbox"/> Individual <input type="checkbox"/> Company |
| Gender | <input type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> Male <input type="checkbox"/> Female |
| Date of birth | | | |
| Address | | | |
| Work/Home/Mobile phone | | | |
| Fax number | | | |
| Email address | | | |
| Permission type (see Legend) | <input type="checkbox"/> Full Permission <input type="checkbox"/> Permission to take actions only <input type="checkbox"/> Permission to receive information only | <input type="checkbox"/> Full Permission <input type="checkbox"/> Permission to take actions only <input type="checkbox"/> Permission to receive information only | <input type="checkbox"/> Full Permission <input type="checkbox"/> Permission to take actions only <input type="checkbox"/> Permission to receive information only |
| Power of Attorney signature | | | |
| Composition of signatures (legally binding with which signatures) | <input type="checkbox"/> jointly <input type="checkbox"/> individually <input type="checkbox"/> other (Give details/attach document) _____ | <input type="checkbox"/> jointly <input type="checkbox"/> individually <input type="checkbox"/> other (Give details/attach document) _____ | <input type="checkbox"/> jointly <input type="checkbox"/> individually <input type="checkbox"/> other (Give details/attach document) _____ |
| Signature of Power of Attorney | | | |

| | |
|-----------------------------|-----------------------------|
| Signature of Client: | Signature of Client: |
|-----------------------------|-----------------------------|

Signature of Wise Money Israel: _____

Legend:

Permission types: **Full permission** – authorized to sign and act in any manner, including, but not limited to, giving instructions to carry out actions (in securities, financial assets and other assets), to carry out a process of clarifying the Client’s requirements and to determine an investment strategy and any change which applies thereto; **Permission to take actions only** (in securities, financial assets and other assets); **Permission to receive information only**.