

## Hapoalim Online Business Registration Documents

### (For complex signature compositions)

Dear Customer,

**We recommend reading the following information before filling out the form, to simplify the process.**

This form allows you to specify your business policies and preferences concerning online activities only. Your form, signed by an attorney, will be used by the bank for your registration for the service.

The following registration form is divided into six sections:

**Section 1 – General information.**

**Section 2 – Groups of signatories for the Hapoalim Online Business service:** Details of the groups of signatories authorized to operate in the account online. A group of signatories should include authorized signatories and/or owners of the account.

**Section 3 – Areas of activity in the Hapoalim Online Business service:** In this section, please specify the signature compositions required for each area of online activity.

**Section 4 – Definition of limits and qualifications for monetary transfers to third parties:** This section may be filled out if authorizations were granted in Section 3 for activities in areas including transfers to third parties (monetary transfers, salary transfers, foreign-currency transfers, payments). In this section, you may specify qualifications of the authorization for transfers to non-regular third parties and the account information of regular beneficiaries of the account.

**Section 5 – Details of personal authorizations for users who are not authorized signatories in the account:** In this section, please list all employees or external users, such as accountants, to be registered for the Hapoalim Online Business service in order to view information and enter data in the account. For each user, you may specify authorizations to enter or view information in the various areas of activity.

**Section 6 – Letter of amendment to the application to open the account and general account management terms:** An agreement to receive information services and execute transactions over the Internet in the account. Authorized signatories of the corporation must sign at the end of this section, in a binding composition of signatures, with a seal. Do not make changes to the letter of amendment.

**Appendix A – Power of attorney to receive registration kits:** If you would like to permit a holder of power of attorney to collect registration kits from the branch for the authorized signatories and users, please fill out the attached appendix, with signatures of the authorized signatories of the corporation, in a binding composition of signatures for the account.

**Please note:**

- **The areas of banking activity** (e.g. current accounts, securities, deposits, foreign currency, etc.) active in the account were predefined by you when you opened the account. To expand these areas of activity, please contact your branch.
- **An attorney must sign the form.** The signature should appear at the end of Section 6, with the letter of amendment to the account opening application.
- **The original form should be kept at the branch, so that changes may be made in the future if necessary.**

**For further information or for help filling out the registration form, please call our customer support center at \*2409 or 03-653-2409.**

**Section 1**

**General Information**

Name of corporation / account owners: \_\_\_\_\_ Date: \_\_\_\_\_

Identification number \_\_\_\_\_  
 (Private/public company number or ID number)

**Protocol for Account/s:**

- Do not register private accounts.

Branch	Accounts

<b>Contact person for inquiries at the corporation</b>		
Name: _____	Position: _____	Office phone: _____
Additional phone: _____	E-mail: _____	

<b>If you are sending this form in order to update accounts already registered for the service, please enter the following information:</b>	
Number of pages sent _____	Nature of update: _____
_____	_____
_____	_____

<b>Note: A binding composition of signatories as well as an attorney must sign Section 6 of this form.</b>
--

**Approval by branch/CRM – all information must be entered clearly. Forms missing information will be rejected.**

- I have added the Online Business activity area to the account (branches only).
- I have examined and approved the congruence of the amount limits noted in Section 4 (for ceilings higher than ILS 10 million, the form **must** be signed by the CRM).
- I have confirmed a binding composition of signatures and the signature of an attorney or chairperson of the managing entity of the corporation.
- I, the undersigned, approve the registration of the corporation noted above for the Hapoalim Online Business service.

Branch/unit number \_\_\_\_\_ Name of responsible clerk (first and last) \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ **Signature of responsible party & bank seal** \_\_\_\_\_

**Section 2**

**Groups of Signatories for the Hapoalim Online Business Service**

In this section, please list owners and authorized signatories of the account who are authorized to execute actions via the Hapoalim Online Business service (transaction approval, transfers, etc.). List the authorized parties divided into groups of signatories, according to the following instructions:

1. Each authorized signatory or owner may be assigned to one group only.
2. All members of a particular group of signatories will be able to act identically, as defined in Section 3 (signature compositions).
3. All authorized signatories and/or owners of the account who are listed in this section will be able to view **all** information areas.
4. Authorized signatories or owners of the account who are not listed in this protocol will not be permitted to receive information or execute transactions through the online service.
5. The description of the group indicates its nature. We recommend entering meaningful descriptions, such as "Purchasing Department Staff" or "Vice Presidents."

Group A Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group B Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group C Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group D Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group E Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group F Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group G Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

Group H Description:	
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:
Name:	ID number*:

\* In cases where an owner or authorized party is registered in the account with a passport instead of an Israeli ID card, "Passport" should be entered instead of "ID," along with the name of the country in which the passport was issued.

## Section 3

## Areas of Activity in the Hapoalim Online Business Service

## Signature compositions requiring several signatories

- Several signature conditions** may be defined for each area of activity in the following table, based on the maximum amount for that activity (see example below). For each condition, please list the names of the groups required to sign, i.e. the signature composition (e.g. "A + D"), according to the signature groups defined in Section 2 above.
- If more than one signatory from a particular group is required, please enter the name of that group multiple times, according to the required number of signatories. For example, if two signatories from Group B are required, enter "B + B."
- Enter a check mark beside each signature composition in which signatories are required to sign **in the order listed** (hereinafter the "binding order").

## Example

This company wishes to define settings for the salary payment activity area, with a limit of ILS 200,000.

Based on the example in the table below, this transaction will be executed if signed by:

- Any two authorized signatories from Group D;

OR

- An authorized signatory from Group A, an authorized signatory from Group D, and an authorized signatory from Group C, in that order.

Area of activity	Condition	Maximum amount (ILS)	Signature composition 1	Binding order	Signature composition 2 (alternate)	Binding order
Salary transfer	1	200,000	D + D	<input type="checkbox"/>	A + D + C	<input checked="" type="checkbox"/>

**Note:** The authorizations and amount limits may be qualified in Section 4 below.

Area of activity	Condition	Maximum amount for signature (ILS) <sup>1</sup>	Signature composition 1	Binding order	Signature composition 2 (alternate)	Binding order
Monetary transfers to third parties (ILS) Includes: transfers, orders of foreign currency at the airport, payments to government agencies such as VAT and income tax, and other payments.	1			<input type="checkbox"/>		<input type="checkbox"/>
	2			<input type="checkbox"/>		<input type="checkbox"/>
Salary transfers (ILS) Limited to 3 lists per month.	1	Total for all beneficiaries in the same transfer		<input type="checkbox"/>		<input type="checkbox"/>
	2	Total for all beneficiaries in the same transfer		<input type="checkbox"/>		<input type="checkbox"/>
Monetary transfers to third parties in foreign currency and foreign trade	1			<input type="checkbox"/>		<input type="checkbox"/>
	2			<input type="checkbox"/>		<input type="checkbox"/>
Documentary credit – opening and amendment	1			<input type="checkbox"/>		<input type="checkbox"/>
	2			<input type="checkbox"/>		<input type="checkbox"/>

<sup>1</sup> Amount limits are not required. If no amount limits are entered, the limits established by the bank will apply, as listed in Appendix B.

**Areas of activity in which each group may act alone**

The following table lists areas of activity in which each group may act alone. Please list the names of the groups authorized to act in these areas.

**Example**

This company wishes to define the ILS deposit area of activity for each authorized signatory in Groups A, D, E, and H.

No.	Area of activity	Groups authorized to act in this area									
Example	Deposits and savings plans in ILS	A	D	E	H						

**Note:** Please make sure that the areas selected for online activity are **areas defined when the account was opened** (e.g. current accounts, securities, deposits, foreign currency, etc.). To expand the areas of activity in the account, please contact your branch.

No.	Area of activity	Groups authorized to act in this area									
1	General Israeli currency current account Includes: transfers between the company's accounts, orders of business checkbooks, orders of statements, etc.										
2	Deposits in ILS Includes: deposits to and withdrawals from daily interest deposits and short-term deposits										
3	Securities Includes: buying and selling securities in Israel and abroad										
4	Maof in Israel and abroad										
5	Foreign currency Includes: buying FX, selling FX, FX deposits, transfers between FX accounts with the same company identifier or ID number										

6	Authorization to view all credit cards										
---	--	--	--	--	--	--	--	--	--	--	--

## Section 4

## Authorizations for Transfers to Third Parties

Please complete this section if authorizations for activity in the following areas were granted in Section 3: monetary transfers to third parties in ILS, salary transfers, or monetary transfers to third parties in foreign currency and foreign trade. If you do not wish to grant a particular authorization, please check the box marked "Not authorized."

For your information, in the following cases the transaction can be referred for processing by the party to which the customer's business account is assigned (branch/CRM), who will make the decision: when the balance in the account is insufficient to cover the withdrawal, and/or when the amount of the transaction causes a deviation from the ceiling for permitted transfers via Internet (except when the amount of the transaction exceeds the maximum amount defined by the customer in the protocol).

**Types of beneficiaries**

- **Regular beneficiaries** – Beneficiaries predefined by the company, to whom large sums of money may be transferred, according to the company's choice. In cases where there is a need to transfer money from the company's account to the account of one of the authorized signatories of the account, the authorized signatory should be defined as a regular beneficiary.
- **Non-regular beneficiaries** – Beneficiaries not predefined as regular beneficiaries. These beneficiaries are permitted to receive transfers in lower amounts.
- **Regular government beneficiaries** – Predefined government agencies and authorities, to which large sums of money can be transferred.

**A. Types of Authorizations and Amount Limits**

Transfer type	Authorization	Maximum amounts	Bank limit for Retail Area clients (in ILS)	Bank limit for Corporate Area clients (in ILS)	Amount limit in ILS
Transfer to non-regular beneficiary	<input type="checkbox"/> Authorized <input type="checkbox"/> Not authorized	Single transfer to non-regular beneficiary	200,000	200,000	
		Total monthly transfers to non-regular beneficiaries	1,000,000	1,000,000	
Transfer to regular beneficiary	<input type="checkbox"/> Authorized <input type="checkbox"/> Not authorized	Single transfer to regular beneficiary	10,000,000	100,000,000	<b>Required information</b>
		Total monthly transfers to regular beneficiaries	10,000,000	200,000,000	
Transfer to regular government beneficiary	<input type="checkbox"/> Authorized <input type="checkbox"/> Not authorized	Single transfer to government beneficiary	10,000,000	150,000,000	
		Total monthly transfers to government beneficiaries	10,000,000	No limit	
Salary payment (up to 3 lists per month)	According to the authorizations above	Salary transfer to a single beneficiary	Based on classification of the beneficiary as regular/non-regular		
		Total transfers in a list of salaries	1,000,000	1,000,000	

**B. List of regular beneficiaries for third-party transfers in ILS**

In cases where there is a need to transfer money from the company's account to the account of one of the authorized signatories of the account, the authorized signatory should be defined as a regular beneficiary. Please use the following table to list account details of **regular beneficiaries** and maximum amounts of transfers to each beneficiary.

Number	Bank	Branch no.	Account no.	Beneficiary name	Identifier on client system* (optional)	Maximum amount per single transfer (optional)	Validity of authorization (up to 1 year) Default: Dec. 31 of setup year
Example	10	707	12345678	Israel Israeli			
	IBAN no. (for transfers via Zahav): IL123456789012345678901						
1							
	IBAN no. (for transfers via Zahav):						
2							
	IBAN no. (for transfers via Zahav):						
3							
	IBAN no. (for transfers via Zahav):						
4							
	IBAN no. (for transfers via Zahav):						

\* The name/identifying number of the beneficiary in your account management system.

**Section 5**

**Details of Personal Authorizations for Users who are Not Authorized Signatories in the Account**

Please use this section to list users who are not owners or authorized signatories of the account. Enter the information according to the example in the first line: name, ID number, and an X in the selected categories.

- Users who are not authorized signatories in the account** – Employees or external users such as accountants, who are not defined as authorized signatories in the account at your branch, and who are not authorized to execute transactions in the account. These users will be permitted to use the online service to view information and enter data only.
- A "Data Entry" authorization allows the user to prepare a draft order for the execution of a transaction. **Execution of the transaction is contingent upon signatures as defined in Section 3.**

	First & last name	ID or passport number & country	Date of birth*	Viewing information							Data entry			
				General current accounts (ILS)	Deposits (ILS)	Foreign currency and futures	Securities	Maof	Credit	Viewing all credit cards	Transfers to third parties in ILS and govt. payments	Transfers of salaries in ILS	Transfers to third parties in foreign currency	Documentary credit
Example	Israel Israeli	123456789	01.01.01	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* A date of birth is required in order to verify user information.

## Section 6: Letter of Amendment to the Application to Open the Account and General Account Management Terms

**Note: Do not make changes to the letter of amendment.**

### 1. The Hapoalim Online Business service – receiving information services and executing transactions in the account

This agreement replaces the letter of commitment for the receipt of online information services which we signed, if any, and replaces Paragraph 11 of Section 12 of the application to open the account and the general account management terms (hereinafter, jointly: the "Application").

We are aware that the bank provides services to its customers who have a computerized information system allowing the provision of information to customers regarding their accounts, the delivery of orders to the bank, and the execution of various transactions, in accordance with the bank's decision, through the Internet (hereinafter: the "Services"), through a system of computers and terminals installed on the customer's premises (hereinafter: the "System") allowing connection to the Internet;

#### **Customer Declarations**

1.1. We have an installed System on our premises, and we possess software enabling us to connect to the Internet, and we are interested in receiving the Services detailed below from the bank through the System:

- Information regarding balances and transactions in the account.
- Delivery of orders to the bank and execution of transactions in the account.

1.2. The Services will be provided for our accounts which are registered for the Services.

#### **The Services**

1.3. It will be possible to receive information regarding our accounts and deliver various orders to the bank for execution in our accounts of transactions to be established by the bank from time to time.

1.4. We will pay the bank usage fees for the Hapoalim Online Business service, as detailed in the bank's fee list, as updated from time to time, via a debit of our account, as specified in the appendix to the application, and our signature to this letter constitutes an irrevocable debit order for the execution of the aforesaid.

1.5. Log-in to the account through the Internet shall be performed by those parties defined by us through a protocol that is part of the Application (hereinafter: "System Users").

1.6. Each System User will be identified when accessing the bank's website using a hardware device to be supplied

by the bank. The use of this device requires one-time initial installation of a software driver (hereinafter: the "Component") at each end user's station.

Upon installation of the Component, the hardware device will be initialized and assigned a password. It will be possible to activate the hardware device only by using this password.

1.7. We hereby agree that in any case of a failure to return the Component or loss or damage caused as a result of unreasonable use of the Component, our account will be debited with the cost of the Component.

#### 1.8. System of authorizations

The business website allows the display of information and execution of transactions based on a system of authorizations. This system is managed based on definitions of the organization's protocol or the organization's instructions (if possible), as provided by us to the bank at our registration for the service.

In certain areas of activity (such as transfers to third parties), the System will allow the approval of a transaction by several authorized parties (hereinafter: "System Users"), until full execution. Each of the System Users alone shall be permitted to receive information related to the account.

All transactions of this type shall not be executed, and execution thereof shall be delayed, until signed/approved by all System Users required by us for approval of the transaction.

The bank shall be exempt from any liability for any damage, loss, or expense that we may incur, directly or indirectly, as a result of the non-execution of a transaction or non-transfer of a transaction for execution due to the absence of approvals by all parties required by us, or for other reasons not dependent upon the bank, provided that the bank made a reasonable effort to execute the transaction.

1.9. We are aware that we must approve the list of beneficiaries, as noted in Section 4 of the document wherein this letter constitutes Section 6, including all details, including the ceiling for payment to each beneficiary, all at least once each year; and that if we fail to do so within 45 days of the bank's request, the said beneficiary list will automatically expire.

1.10. The Services shall be provided to us subject to the following conditions:

1.10.1. The currentness of the information provided within the Services regarding our accounts shall be in accordance with the currentness of the information at the



**Bank Hapoalim**

bank's branches; some of the balances and transactions are conditional.

1.10.2. The delivery of orders to the bank and the execution of transactions in our accounts are performed subject to permits and directives of the Bank of Israel, currently existing and as updated from time to time.

1.10.3. Transactions in our accounts will be executed at the value of the business day on which the execution order was issued by us, or on the closest subsequent business day, if the order is delivered not on a business day or after the latest time established by the bank for the execution of that transaction, even if it is before the end of the business day.

Notwithstanding the aforesaid, in certain transactions, a different value date may apply, such as in payment orders in foreign-trade transactions and foreign-currency transfers; in addition, receipts in export development accounts and incoming transfers of foreign currency are recorded on the business day subject to the cut-off time table of the bank's dealing room, or according to the terms agreed upon with us.

1.10.4. Execution orders delivered by us within the Services pursuant to this letter shall bind us for all intents and purposes, and the bank shall be exempt from all liability for any damage incurred by us due to any error committed by us following the approval of the execution order by us, with the exception of damage caused by negligence of the bank.

1.10.5. The bank maintains its right to change the volume of the Services provided in the future pursuant to this letter, and shall notify us accordingly.

**Liability**

1.11. The bank shall be exempt from liability for damage, loss, or expense which we may incur as a result of errors in information, data, transfer, and/or capture of our execution orders as a result of malfunctions arising from communication lines, or other malfunctions which are not under the bank's control and which it could not have prevented with reasonable effort.

1.12. We are liable towards the bank for any damage, loss, or expense which it may incur as a result of any demand or claim of any third party towards the bank as a result of an action performed by us pursuant to this letter, or while breaching any of our obligations towards the bank pursuant to the Application and this letter.

**Interpretation**

Unless explicitly stated otherwise, the definitions and terms in this letter shall have the same meaning as in the Application.

In any case of contradiction or misalignment between the statements in this letter of amendment and the statements in the Application to open the account and the general account management terms, the statements in this letter of amendment shall take precedence.

Our signature to this letter of amendment represents our consent to all statements in the foregoing sections, as entered by us.

**Binding composition of signatures in the account + seal (based on binding composition of signatures at the branch)**

Declaration: We are aware that the hardware component (Minikey) is personal and non-transferable. It is our responsibility to notify the branch of the end of the contract of any Minikey holder at our company, and to return the Minikey that was in his or her possession to the branch.			
First and last name	ID/passport number	Signature	Seal
I, the undersigned, hereby confirm that the resolution passed by the corporation in question on _____, as described in pages 2-7 above, was passed lawfully and by the proper authority, and is fully congruent with the incorporation documents of the corporation, and is binding for the corporation for all intents and purposes.			
Attorney's signature and seal: _____ Date: _____ License no.: _____			

**Appendix A**  
**Power of Attorney to Receive Registration Kits**

The company has resolved to register for Hapoalim Online Business.

The company authorizes:

Name: \_\_\_\_\_ ID: \_\_\_\_\_

to receive a registration kit and code for the use of the persons listed below, on behalf of the company:

Name	ID

**Binding composition of signatures in the account + seal (based on binding composition of signatures at the branch)**

Signature	Seal

I am aware that the delivery of the registration kits through a holder of power of attorney requires approval, by telephone, by one of the authorized signatories. Phone number: \_\_\_\_\_