

Names of Guarantors

Surname/Name of Entity	First Name	Sex	Date of Birth/ Incorporation	I.D. No./ Reg. No.	Address

(hereinafter jointly and severally the "Guarantors")

Names of Debtors

Name	I.D. No. / Registration No.	Address

(hereinafter jointly and severally the "Debtors")

To:

Bank Leumi le-Israel B.M.

- 1. **Continuing Guarantee and Indemnity Limited in Amount (linked to CPI, ordinary guarantor)**
- 2. **Continuing Guarantee and Indemnity Limited in Amount (specified in US Dollars, ordinary guarantor)**
- 3. **Continuing Guarantee and Indemnity Limited in Amount (unlinked, ordinary guarantor)**

1. The Guarantee and the Secured Sums

The undersigned (hereinafter "the Guarantors"), jointly and severally, hereby guarantee to Bank Leumi le-Israel B.M. (hereinafter "the Bank") the full and punctual payment of all sums due or to become due or liable to become due to the Bank from _____ (hereinafter "the Debtors") on account of the Secured Sums and by virtue of this Guarantee the Guarantors hereby undertake to pay to the Bank, forthwith upon its first demand, every amount of the Secured Sums.

For the purpose of this Guarantee, the expression "Secured Sums" shall mean all amounts whether in Israeli currency or in foreign currency or the countervalue of foreign currency - principal, any interest whatsoever, linkage differentials or exchange rate differentials, if any, resulting from the linkage of principal and interest or of either of them to any rate of exchange whatsoever or to the Consumer Price Index or to any other index, commissions, bank charges and expenses of any kind whatsoever - due or to become due or liable to become due to the Bank from the Debtors on account of, in respect of or in connection with:-

- (a) loans, overdrafts, credits and banking services of whatever kind;
- (b) undertakings and guarantees of whatever kind of the Debtors towards or in favour of the Bank;

Signature _____ Signature _____ Signature _____

(c) Bills signed, endorsed or guaranteed by the Debtors, delivered or to be delivered to the Bank by the Debtors or by any third party/ies

and in respect of or in connection with every other indebtedness/liability of whatever kind whether such amounts, in whole or in part, are due or shall become due from the Debtors in the Debtors' own names or in their business name or in any other name, whether such amounts are due or shall become due from the Debtors solely or together with other(s), whether the date for payment has arrived or whether such date is in the future, whether due or to become due on account of any contingent indebtedness (including any undertaking of the Debtors in connection with bank guarantees, letters of indemnity, letters of credit and documentary credits) or on account of any other indebtedness whatsoever, whether due or to become due from any banking activity/ies or otherwise, whether such amounts, in whole or in part, have crystallised by virtue of the judgment of a court or tribunal or not.

2. **Demands for Payment and the Maximum Amounts**

(a)

(1) **If the Guarantee is limited to an amount (linked to the Consumer Price Index), the following provisions shall apply:**

The Bank shall be entitled, at its option, to demand payment of the Secured Sums from the Guarantors in one or more demands, without first being obliged to demand payment thereof from the Debtors, save that the total amount which the Guarantors shall be required to pay by virtue of this Guarantee shall not exceed the sum of NIS _____ (_____ New Israel Shekels) as shall be increased by rises in the Consumer Price Index as specified below, in addition to interest, linkage differentials, expenses and other bank costs which the Debtors are liable to pay during the six months immediately prior to the Bank's demand, and which additional sums shall be calculated according to the aforesaid amount of this Guarantee linked to the Consumer Price Index as specified in this clause.

If it shall transpire from the Consumer Price Index (as hereinafter defined) last known on the date on which any amount shall be demanded from the Guarantor by virtue of this Gurantee (hereinafter "the New Index"), that the New Index is higher than the last Index known on the date of signature of this Guarantee (hereinafter "the Base Index"), then the amount specified above shall increase in like proportion as the New Index has increased against the Base Index. If the New Index is equal to or lower than the Base Index, the amount specified above shall not change.

(2) **If the Guarantee is limited to an amount (specified in US Dollars), the following provisions shall apply:**

The Bank shall be entitled, at its option, to demand payment of the Secured Sums from the Guarantors in one or more demands, without first being obliged to demand payment thereof from the Debtors, save that the total amount which the Guarantors shall be required to pay by virtue of this Guarantee shall not exceed the countervalue in New Israel Shekels of US\$ _____ (_____)

Signature _____ Signature _____ Signature _____

_____ United States Dollars) on the date of the Bank's demand, in addition to interest, linkage differentials, expenses and other bank costs which the Debtors are liable to pay during the six months immediately prior to the Bank's demand, and which additional sums shall be calculated according to the aforesaid amount of this Guarantee specified in US Dollars.

- (i) whenever any amount is to be paid by the Guarantors in New Israel Shekels, by virtue of this Guarantee, there shall be calculated the amount in United States Dollars which the Guarantors could purchase at that date for the said amount of New Israeli Shekels at the Customary Rate at the Bank for United States Dollars at the date of payment;
- (ii) whenever any amount is to be paid by the Guarantors in any other foreign currency (that is to say, any foreign currency other than United States Dollars) - there shall be first calculated the amount in New Israel Shekels which the Guarantors could have received at that date against the sale of such foreign currency at the Customary Rate at the Bank at the time of such payment and thereafter there shall be calculated the amount in United States Dollars which the Guarantors could purchase at that date for the like amount of New Israel Shekels at the Customary Rate at the Bank for United States Dollars at the date of payment.

(3) If the Guarantee is limited in amount (unlinked), the following provisions shall apply:

The Bank shall be entitled, at its option, to demand payment of the Secured Sums from the Guarantors in one or more demands, without first being obliged to demand payment thereof from the Debtors, save that the total amount which the Guarantors shall be required to pay by virtue of this Guarantee shall not exceed the sum of NIS _____ (_____ New Israel Shekels) in addition to interest, linkage differentials, expenses and other bank costs which the Debtors are liable to pay during the six months immediately prior to the Bank's demand, and which additional sums shall be calculated according to the aforesaid amount of this Guarantee.

- (b) Without derogating from the Secured Sums, each amount which the Guarantors shall be required to pay to the Bank by virtue of this Guarantee and which shall not be paid to the Bank within 7 (seven) days of the date of its demand therefor shall for the period commencing from the date of the Bank's aforesaid demand until the date of actual payment bear Interest at the Maximum Rate, as defined in Clause 22 (b) below, or shall bear linkage differentials to the CPI and/or the foreign currency and/or exchange rate differentials together with Interest at the Maximum Rate, as defined in Clause 22 (b) below, which interest is itself linked as aforesaid.
- (c) Each amount due or to become due to the Bank from the Debtors on account of the Secured Sums in or in respect of foreign currency shall be paid by the Guarantors to the Bank (if they are required to pay the same) by paying the countervalue thereof in Israeli currency calculated according to the Customary Rate at the Bank prevailing at the date

Signature _____ Signature _____ Signature _____

of actual payment; save that the Bank shall be entitled to demand payment from the Guarantors, in whole or in part, in the relevant foreign currency.

3. **Validity of the Guarantee**

- (a) This Guarantee and all the Bank's rights thereunder shall be in addition to, and independent of, all other collateral and securities which the Bank has already received or shall hereafter receive from or for the Debtors and shall not affect or be affected by the same; and this Guarantee shall serve as a continuing guarantee binding upon the Guarantors (and their successors, including heirs, executors, administrators, receivers and liquidators) and shall continue to remain in full force and effect until the Bank shall confirm to the Guarantors in writing that their liability under this Guarantee has been terminated, even if at any time prior to such confirmation there shall exist no indebtedness/liability whatsoever of the Debtors to the Bank.

For the avoidance of doubt, it is hereby declared that where the Bank has sent or shall send to the Guarantors or to any one or more of them reminder(s) concerning the existence of this Guarantee, such fact shall not be deemed to impose an obligation on the Bank to send such reminder(s) and the omission by the Bank to send such reminder(s) shall not be interpreted as confirmation by the Bank of the termination of the liability of the Guarantors as aforesaid.

- (b) Each one of the Guarantors or - in the event of death, lack of capacity, bankruptcy or liquidation - his successors, shall be entitled to terminate his guarantee hereunder by the giving of at least 30 (thirty) days prior notice in writing to the Bank provided always that such notice of determination as aforesaid shall not in any manner prejudice the liability of the remaining Guarantors who signed this Guarantee (who shall continue to be Guarantors as if this Guarantee had been signed, at the outset, by them alone) and provided further that such notice of termination as aforesaid shall not affect the liability of the giver of such notice for the payment of Secured Sums existing at the time of termination (whether or not the same be then due for payment) and for the payment of Secured Sums to become due to the Bank from the Debtors on account of, for or in connection with indebtedness/liabilities which shall be created up to a period expiring 30 (thirty) days from the date on which the Bank shall have received such notice of termination (whether or not the same be then due for payment).
- (c) Subject to sub-clauses (a) and (b) above, this Guarantee shall also apply to each amount on account of the Secured Sums due or to become due to the Bank on account of, for or in connection with, any indebtedness/ liabilities -
 - (1) created after death or the commencement of bankruptcy or liquidation proceedings of the Debtors (but prior to the Bank having been notified of such death or the commencement of bankruptcy or liquidation proceedings);
 - (2) created after the Bank shall have demanded from the Guarantors or from any one or more of them discharge of the Secured Sums, in whole or in part, or after the Guarantors or any one or more of them shall have paid the Bank the balance of the Secured Sums outstanding at the time of such payment.

Signature _____ Signature _____ Signature _____

4. **Termination of the Guarantee**

Where any Guarantor shall have given notice terminating his guarantee as mentioned in Clause 3 (b) above, the Bank, notwithstanding such notice of termination, shall be entitled (but not obliged) to enable the Debtors to continue to operate each of their accounts at the Bank (and even to continue to grant the Debtors credits or overdrafts in such accounts as aforesaid) and the liability of such Guarantor shall continue to subsist, as mentioned in Clause 3 (b) above, with regard to any debit balances on such accounts as aforesaid (and with regard to other Secured Sums) disregarding any debit or credit entries effected in such accounts after receipt of such notice of termination.

5. **Change in the Debtors**

If the Debtors or any one or more of them shall be body which is not incorporated, such as an unregistered partnership, joint owners of an account or a committee, and there shall occur a change in his or its name, composition or constitution, whether as a result of death, retirement, addition of new partners or members or for any other reason whatsoever, this Guarantee shall serve as a continuing guarantee also for indebtedness/liabilities which shall be created after such change.

6. **Various Arrangements**

The Bank shall be entitled at all times, in its sole discretion, and without being obliged to notify the Guarantors thereof to:-

- (a) increase, renew, reduce, cease (and to change in any other manner the conditions of) any loan, overdraft or credit and any other banking service given or to be given by the Bank to the Debtors;
- (b) grant to the Debtors or to any one or more of them or to any one or more of the Guarantors or to another or others extension of time or any similar or other indulgence;
- (c) compromise, waive or come to any other arrangement of whatsoever kind with the Debtors or with any one or more of them or with any one or more of the Guarantors or with another or others;
- (d) exchange, renew, vary, amend, cancel, release or desist from realising or enforcing any collateral or securities which the Bank has received or shall receive or any rights which have been or will be created in favour of the Bank, as security for the whole or part of the Secured Sums -

and the Guarantors agree that the doing of any of the above acts by the Bank or the omission on the part of the Bank to effect the same shall not prejudice, cancel or affect in any manner the Guarantors' liability under this Guarantee.

7. **Defect in the Guaranteed Debt**

The validity of this Guarantee shall not be prejudiced and the liability of the Guarantors shall not be affected, in consequence or as a result of the fact that the Bank has not received or shall

Signature _____ Signature _____ Signature _____

not receive, as security for the discharge, in whole or in part, of the Secured Sums, any collateral or securities whatsoever or in consequence or as a result of lack of validity, incapacity, defect or irregularity in such collateral or securities (if in fact the Bank has received or shall receive such collateral or securities) or with respect to any indebtedness/liability whatsoever of the Debtors to the Bank (excluding cases in which at the time of signature by the Guarantors, the Bank knew or should have known, by reasonable means at its disposal, of defects in the debit/obligation of the Debtors to the Bank and the Guarantors did not know of such defects) or in any other document signed or to be signed by the Debtors or by any one or more of them or by other(s) for or in connection with the Secured Sums or any part thereof or in consequence or as a result of any claim of prescription, lack of legal capacity or lack of power of the Debtors or of any one or more of them or of any one or more of the Guarantors; and whenever for whatever reason the Bank shall not be entitled to claim the payment of the Secured Sums or any part thereof from the Guarantors on the footing of their guarantee the Guarantors shall nevertheless remain liable to pay the Secured Sums to the Bank as principal debtors.

8. **Waiver of Indemnity and Collateral**

The Guarantors agree that their payment to the Bank of the Secured Sums or any part thereof shall not give them the right to receive from the Bank any collateral or securities whatsoever, even if the Bank shall have received or shall receive the same as security for the whole or part of the Secured Sums and the Guarantors hereby waive in advance any right to receive such collateral or securities as aforesaid.

9. (a) The Guarantors hereby agree that, save where the Bank shall have given its prior written consent thereto or shall have confirmed in writing that their liability under this Guarantee shall have been terminated, the Guarantors shall not be entitled to demand from the Debtors (even by way of counterclaim or set-off) or take any other steps against the Debtors whatsoever or to file proof of debt with trustees or liquidators of the Debtors for or in connection with the whole or part of the Secured Sums which the Guarantors shall have paid or shall be required to pay or may be required to pay to the Bank.
- (b) The Guarantors hereby warrant that they have not received from the Debtors (or from any one or more of them) any collateral in connection with this Guarantee; and they hereby undertake not to receive any such collateral without the prior written consent of the Bank thereto.

In the event that notwithstanding the Guarantors' warranty and undertaking, they have received or shall receive any such collateral without the Bank's written consent - the amount of the Guarantors' liability by virtue of this Guarantee shall increase at such rate as shall be equal to the amount which the Bank shall not receive from the Debtors as a result of the receipt of the aforesaid collateral by the Guarantors.

10. **Sums Received**

Any payment which the Bank shall receive from the Guarantors or from any one or more of them pursuant to this Guarantee may be placed by the Bank to the credit of a suspense account for a period which the Bank shall consider appropriate, without the Bank being

Signature _____ Signature _____ Signature _____

obliged to utilise such payment, in whole or in part, in reduction of the Secured Sums; and where bankruptcy, liquidation or other similar proceedings shall be taken against the Debtors or any of them, the Bank shall be entitled to claim, demand, file proof of debt, agree to receive any dividend or to compromise with respect to the Secured Sums or any part thereof as if this Guarantee had not been given and as if the Bank had not received from the Guarantor(s) any payment whatsoever.

11. Where any payment from whatever source received or to be received by the Bank on account of the Secured Sums or any collateral or security whatsoever furnished or to be furnished to the Bank by the Debtors, by the Guarantors, by any one or more of them or by any third party for them shall be deemed to be void pursuant to the provisions of any law whatsoever relating to bankruptcy or liquidation in force at that time and thereafter it shall become apparent that, in reliance on such payment, collateral or security aforesaid, the Bank has confirmed that the liability of the Guarantors or of any one or more of them under this Guarantee has been terminated or the Bank has entered into any other arrangement with the Guarantors or any one or more of them, then the Guarantors shall continue to guarantee to the Bank the payment of the Secured Sums as if such confirmation or arrangement aforesaid had never been given or entered into.

12. **Right of lien**

- (a) The Bank shall have a right of lien over all the amounts and assets due to the Guarantors from the Bank (as such term is defined in this Clause below) and the Bank may at any time, without being obliged to notify the Guarantors thereof in advance, detain them until the discharge of all the Secured Sums, whilst maintaining a reasonable ratio between the amounts and assets due to the Guarantors from the Bank that are detained as aforesaid, and the Secured Sums. In respect of those parts of the Secured Sums whose payment date has not yet occurred, the Bank shall be entitled to act in accordance with the foregoing, if it has a reasonable concern that such amounts will not be paid to the Bank in full and on time.
- (b) In addition to the aforesaid, if an attachment is imposed over any amount and/or any asset of the amounts and assets due to the Guarantors from the Bank - the Bank shall have a right of lien in respect of the said amount and/or asset, as the case may be, until the said attachment's removal; provided that the right of lien pursuant to this sub-clause shall only apply to the amounts and assets due to the Guarantors from the Bank in an overall amount and/or value not exceeding the undischarged balance of the Secured Sums from time to time.
- (c) In the cases set forth in Clauses 12 (a) and 12 (b) above, the Guarantors shall not be entitled to withdraw the amounts and assets due to the Guarantors from the Bank or any part thereof or to act therein or in relation thereto in any other manner without the Bank's consent, and the Bank may prevent the Guarantors from effecting any disposition therein.
- (d) The Bank shall notify the Guarantors of its exercise of any of its rights according to this Clause following such exercise.
- (e) For the purpose of this Clause the expression "**the amounts and assets due to the Guarantors from the Bank**" shall mean all monies, in Israeli currency or in foreign currency, due or that shall be due to the Guarantors from the Bank in any account and/or deposit of the Guarantors at the Bank and/or in any way or on any cause, and over all the

Signature _____ Signature _____ Signature _____

bills, securities, bills of lading, documents, moveable property and other assets of whatsoever type of the Guarantors (whether the Guarantors have given or shall give them to the Bank or any third party has given or shall give them to the Bank for them for collection, collateral or safekeeping and/or for any other purpose) and over their proceeds, including over the rights of the Guarantors in connection with all the aforesaid.

13. **Right of set-off**

Without derogating from the Bank's right of lien as aforesaid, in the event that the Guarantors are required to pay to the Bank any amount which is due to it from them under the terms of this Guarantee then as from such time -

(a) The Bank may (but is not obliged) at any time, without being obliged to notify the Guarantors thereof in advance:

1. set off any amount from the Secured Sums due to the Bank from the Guarantors (as such term is defined in this Clause below) from the amounts due to the Guarantors from the Bank even prior to the payment date of the amounts due to the Guarantors from the Bank as aforesaid, against which the set off is effected;
2. purchase any amount in foreign currency required for the purpose of discharging any amount from the Secured Sums due to the Bank from the Guarantors or sell any foreign currency standing to the credit of the Guarantors at the Bank, and use the sale proceeds for the discharge of any amount from the Secured Sums due to the Bank from the Guarantors or, as the case may be, for the purchase of another foreign currency required for the discharge of the amounts due to the Bank from the Guarantors;
3. debit any account and deposit of the Guarantors at the Bank, whether or not mentioned herein, in any amount from the Secured Sums due to the Bank from the Guarantors, and if the aforesaid amounts or some of them are in respect of foreign currency credit - debit any account and deposit as aforesaid of the Guarantors maintained in such currency, or any account of the Guarantors maintained in Israeli currency or in another foreign currency in the counter-value thereof (in Israeli currency or in the other foreign currency) in accordance with the Customary Rate at the Bank on the date of debiting the account as aforesaid.

(b) The Bank may effect set-off without any prior notice; however, in the following cases, the Bank may only effect the set-off subject to prior notice to the Guarantors:

- 1 in the event of the set-off of amounts due to the Guarantors from the Bank the date for payment whereof is not yet due;
- 2 in the event of the set-off of a fixed deposit which, but for the set-off, would be extended or renewed automatically, such that certain rights or benefits would have derived to the Guarantors.

Notwithstanding the aforesaid, if the delay in effecting the set-off might adversely affect the Bank's position or prejudice any of its rights - the set-off shall be effected immediately. Furthermore, if notice has been sent and during the period specified therein

Signature _____ Signature _____ Signature _____

there is an attachment, notice of receivership of the Guarantors' assets or a similar incident - the set-off shall be effected immediately.

(c) Any purchase or sale as set forth in Clause 13 (a) 2 above shall be effected (if effected) at the Customary Rate at the Bank, from amounts in Israeli currency or from amounts in foreign currency, as the case may be, standing to the Guarantors' credit at the Bank or received from the realization of any collateral given to the Bank by or for the Guarantors.

(d) Any debit as set forth in Clause 13 (a) 3 above and any debit mentioned below shall be effected (if effected) in an existing account or deposit or in an account or deposit to be opened for such purpose by the Bank in the Guarantors' name, whether the account or deposit to be debited has a credit balance or a debit balance or goes into a debit balance as a result of being debited as aforesaid; and the debit balance (if any) in the account or deposit debited as aforesaid shall bear Interest at the Maximum Rate. However, if as a result of any debit in respect of foreign currency as aforesaid or as set forth below, any account goes into a debit balance or the debit balance therein increases, then, if the said account is maintained in Israeli currency, the Bank may, at any time, credit the account and debit in the counter-value thereof any account or deposit of the Guarantors in the relevant foreign currency at the Customary Rate at the Bank on the date of debiting the account or deposit in foreign currency as aforesaid; and if the said account is maintained in foreign currency, the Bank may, at any time, credit the account and debit in the counter-value thereof any account or deposit of the Guarantors in Israeli currency at the Customary Rate at the Bank on the date of debiting the account as aforesaid.

(e) The Guarantors hereby acknowledge that they are aware that where the Bank exercises rights of set-off as aforesaid prior to the payment date of any amount from the amounts due to Guarantors from the Bank, in the Guarantors' deposits at the Bank, there may be changes to the Guarantors detriment concerning their rights in respect of or in connection with the said amount (for example with regard to interest rates, linkage, exchange rate differentials, rights to bonuses or loans, an exemption from or reduction in income tax and deductions at source) and the Bank may deduct from said amounts commissions, expenses and payments customarily charged by the Bank on the breaking of any kind of deposits including, savings, Israeli currency deposits and foreign currency deposits by the Guarantors.

(f) For the purpose of this Clause the following expressions shall bear the following meanings:

"the amounts due to the Guarantors from the Bank" – all monies, in Israeli currency or in foreign currency, due or that shall be due to the Guarantors, subject to any law, from the Bank, in any account and/or deposit of the customers at the Bank and/or in any way or on any cause.

"the Secured Sums due to the Bank from the Guarantors" – all of the Secured Sums due to the Bank from the Guarantors on the set off date, including amounts whose payment date has occurred as a result of a demand for immediate repayment and/or acceleration of payment by law and/or by the consent of the Debtors.

14. Exemption from Duties of a Holder of a Bill

The Guarantors hereby release the Bank, in respect of any Bill signed or endorsed by the Guarantors from all duties of a holder (for example presentation for acceptance or payment, protest or giving notice of non-acceptance or dishonour).

Signature _____ Signature _____ Signature _____

15. **Legal Proceedings**

Without prejudice to the provisions of Clause 2 (b) above, whenever proceedings shall be instituted by the Bank against the Guarantors for payment of whatsoever sum due or to become due from the Guarantors to the Bank under this Guarantee, the Bank shall be entitled to claim, for the period commencing on the day of the institution of such proceedings until actual payment thereof in full, Interest at the Maximum Rate as defined in Clause 22 (b) below or or linkage differentials and/or rate differentials and under any law, any such interest, including when linked as aforesaid, and such interest accruing due every month or for such other period as is customary in the Bank from time to time, shall be capitalised and shall itself bear Interest at the Maximum Rate; if the Bank should claim interest at the rate aforesaid, the Guarantors hereby agree to the competent judicial authorities adjudicating against them such interest as aforesaid.

16. **Expenses**

All reasonable expenses due or to become due to the Bank from the Debtors in connection with the Secured Sums, and all reasonable expenses incurred by the Bank in connection with this Guarantee and in connection with the exercise of rights thereunder and the recovery of the Secured Sums, including fees of the Bank's lawyers - shall be borne by the Guarantors and shall be paid to the Bank immediately upon its first demand, together with Maximum Interest in respect of the period from the incurrence thereof by the Bank until actual payment.. The amount of the Bank's lawyers' fees shall be that determined in the judgement or the decision of the Court if proceedings are commenced before the Court. In the event of execution proceedings, the lawyer's fees shall be as determined within the framework thereof and if specific lawyer's fees are not so determined, then the minimum fees determined pursuant to Section 81 of the Bar Association Law 1961 shall apply. In any other event, the amount of the lawyer's fees which shall apply shall be those agreed between the lawyer and the Bank. The Bank shall be entitled to debit any account of the Guarantors held with it, with any sum becoming due to it from the Guarantors according to this Clause.

17. **Books of the Bank and Certificates**

- (a) All the records in the Bank's books, a copy thereof or any excerpt therefrom or from the last page of the records, shall serve as an admissible evidence of the authenticity of their content.

The Guarantors shall examine every copy statement of account, notice and letter sent or delivered to them in any manner by the Bank, or through any automatic machine, and shall furnish their observations (if any) thereon in writing to the Bank within 60 (sixty) days of the date of delivery or despatch thereof by the Bank, and copies of any account, notice or letter delivered to the Guarantors through any automatic machine shall be deemed to have been delivered to the Guarantors by the Bank.

The correctness of every detail recorded in any such copy statement of account, notice or letter with respect to which no written observations of the Guarantors reach the Bank within the period mentioned above, shall be deemed to have been approved by the Guarantors to the Bank.

Signature _____ Signature _____ Signature _____

- (b) A written certificate by the Bank concerning the rates of interest, the Maximum Rate, the Customary Rate at the Bank, or of the Bank's commissions, during the period or periods to which such certificate relates, shall serve as prima facie proof of their contents.

18. **Waivers and/or Compromise**

- (a) No waiver on the part of the Bank or compromise shall bind the Bank unless it is made in writing.
- (b) A waiver by the Bank in favour of the Guarantors of a prior breach or non-observance of one or more of their obligations under this Guarantee in favour of the Bank shall not be deemed to be a justification or excuse for a further breach or non-observance of any condition or undertaking as aforesaid; and the forbearance of the Bank from the exercise of any right granted to it under this Guarantee or by law shall not be construed as a waiver of such right.

19. **Address and Notices**

The address of the Guarantors for the purpose of sending mail, including court proceedings, is the address mentioned above as the mailing address, or any other address in Israel that the Guarantors notify the Bank thereof in writing.

With the agreement of the Bank, the Guarantors can also give as the address for sending of mail an email address, which shall be treated for all matters as the address of the Guarantors.

The Bank is entitled to send any notice, request, copy account statement or any other document of whatsoever kind (including any negotiable instrument) or deliver to the Guarantors whether by regular post or in any other manner as chosen by it (including through automatic machine or computer screen or electronic mail, and if such document is sent to the Guarantors by ordinary mail to their said address it shall be deemed to have been received by the Guarantors 72 hours after the date of posting. A written confirmation by the Bank of the sending or delivery of any item whatsoever, and the date and manner of sending shall be treated as prima facia proof of the item sent, delivered and of the date mentioned above.

20. **Governing Laws**

This Guarantee shall be governed by and interpreted in accordance with, the laws of the State of Israel.

21. **Place of Jurisdiction**

The Bank and the Guarantors hereby agree that the exclusive place of jurisdiction for all purposes of this document shall be the Court in the city nearest to the branch in which the relevant Account of the Debtors is operated, amongst the following: Jerusalem, Tel Aviv, Haifa, Beer Sheva, Nazareth or Eilat, or, at the plaintiff's election, the court nearest to the branch in which the Account of the Debtors is operated.

Signature _____ Signature _____ Signature _____

22. **Definitions**

In this document, the following expressions shall bear the following meanings, unless another meaning is attributed to them in the relevant clause:

- (a) "**CPI**" or "**Consumer Price Index**" - the Index known as the "Consumer Price Index" including fruit and vegetables, published by the Central Bureau of Statistics, including such index even if published by any other official institute or body, and also any other official index which shall replace it, whether or not based on the same data as those upon which the existing Index is based. If it shall be replaced by another index which shall be published by an official institute or body as aforesaid and such institute or body does not determine the relationship between it and the replaced index, then the Central Bureau of Statistics shall determine this relationship, and if not so determined as aforesaid, then the Bank will determine in consultation with economic experts chosen by it the relationship between the said index and the replaced index.
- (b) "**Maximum Rate**" or "**Interest at the Maximum Rate**" means - the highest rate of interest customary in the Bank, from time to time, including the rate of the supplement for arrears, in respect of debit balances in checking accounts/debit accounts, credit accounts or foreign currency accounts (in accordance with the type of account and the case), exceeding the credit line and/or balance not paid to the Bank on time, however not higher than the interest permitted under any law at the relevant time; and such interest accruing due every month or for such other period as shall be customary in the Bank from time to time shall itself bear Interest at the Maximum Rate.
- (c) "**Customary Rate at the Bank**" - the "Bank Leumi Rate", as defined below.
- (d) "**Bank Leumi Rate**", with respect to any sale of foreign currency by the Guarantors, or the countervalue of foreign currency credited to the Account of the Guarantors in Israeli currency - the rate for transfers and cheques, or of banknotes, as the case may be, to be determined by the Bank on the relevant date as the "Bank Leumi Rate", at which the Bank purchases the relevant foreign currency from its customers in exchange for Israeli currency; and with respect to any purchase of foreign currency by the Guarantors or debiting of the Guarantors' account in Israeli currency in the countervalue of the foreign currency - it means the rate for transfers and cheques, or of banknotes, as the case may be, to be determined by the Bank on the relevant date as the "Bank Leumi Rate", at which the Bank sells the relevant foreign currency to its customers in exchange for Israeli currency. On each purchase or conversion as aforesaid there will be added an exchange commission and any tax, impost, compulsory payment or other payment as the result thereof.
- (e) "**Bill**" - every promissory note, bill of exchange, cheque, drawing and payment order and every negotiable instrument of whatsoever kind;
- (f) "**Books of the Bank**" shall be construed so as to include also any book, register, statement of account or deposit, , loan agreement, letter of undertaking, Bill signed by the Guarantors or the Debtors, card index, ledger sheet, spool, any means of data storage for purposes of electronic computers and any other method of data storage maintained in the ordinary course of business of the Bank;

Signature _____ Signature _____ Signature _____

- (g) "**Entries**" shall be construed so as to include also any entry or copy thereof, whether recorded or copied in handwriting or by typewriter, and whether recorded or copied by any method of printing, duplication or photography (including microfilm or microfiche) or by means of any mechanical, electrical or electronic machine or by means of electronic computer recording or any other method of recording or presenting words or figures or any other symbols whatsoever customary in banks;
- (h) "**the Bank**" - shall include each and every one of the Bank's branches or offices, whether in Israel or abroad;
- (i) "**securities**" shall be construed so as to include (in addition to its ordinary meaning) also any rights, options, gold and coins, foreign securities, and other property (whether tangible or intangible), records of which are or will be maintained within the scope of an Account or Deposit and every right and benefit (financial or otherwise) attaching to or for the securities.

23. **The Guarantee Document**

- (a) The Guarantors shall not be entitled to receive this document - but only a copy thereof - even if they discharge the Secured Sums in full to the Bank and even if the Bank shall confirm to them in writing that their liability under this Guarantee has been terminated.
- (b) This Guarantee is an additional guarantee and does not replace any Guarantee whatsoever and/or other securities whatsoever given by the Guarantors or any of them in favour of the Bank in respect of the Debtors.

24. **Status of the signatories to this document**

- (a) The provisions of this document shall bind all the signatories hereto, even if one or more of those who should have signed it did not do so.
- (b) All references to the Debtors - shall be deemed to refer to the Debtors jointly, to several of them and to each one of them severally.

25. **Signature by a Sole Guarantor**

If this Guarantee is signed by a sole Guarantor, every reference herein shall be deemed, in so far as it refers to the Guarantors, to have been written in the singular; if this Guarantee refers to a sole Debtor, every reference herein shall be deemed, in so far as it refers to the Debtors, to have been written in the singular.

26. **Signature by Several Guarantors**

Each right granted or to be granted to the Bank against the Guarantors under this Guarantee, shall be deemed to be granted to the Bank against the Guarantors jointly, against several of them and against each one of them severally.

27. **Stamp Duty**

All expenses in connection with the stamping of this document, in so far as it applies, shall be borne by the Guarantors, and the Guarantors hereby undertake to pay the Bank forthwith upon its first demand all such expenses.

Signature _____ Signature _____ Signature _____

28. **Computerization of Guarantors' particulars**

The Guarantors hereby authorise the Bank to confirm the data and the particulars which they have delivered or shall deliver to the Bank, with the bank in which their accounts are maintained, and to receive such information about them as shall be required by the Bank.

The Guarantors are aware that the particulars and data delivered and/or to be delivered to the Bank will be held, in whole or in part, in data banks maintained by the Bank or by other entities on behalf of the Bank, who deal with the technical side only of handling such data for the Bank.

The Guarantors confirm that such information is given at their free will and with their consent, and is required by the Bank for the purpose of making decisions concerning the granting of loans, credits and other banking services to the Debtors or the continuation of their granting and the scope thereof.

29. **Headings**

The headings to the clauses herein contained are for ease of reference only, and are not to be taken into account in the interpretation of the terms of this document.

30. **Date of the Guarantee**

The date of this Guarantee shall be the last date on which any of the Guarantors shall have signed this document.

31. **Scope of Obligation**

It is hereby clarified that, the obligation of the Guarantors in accordance with this document is broader than the normal obligation of a guarantor in accordance with the Guarantee Law, 54327-1967.

IN WITNESS WHEREOF the Guarantors have signed this Guarantee on the date specified below:-

Name of Guarantor	I.D. No.	Address	Tel	No. of Guarantors	Guarantor's Portion in the Secured Sums	Signature of Guarantor	Date	Confirmation of signature and identity of Guarantor
					100%			
					100%			
					100%			
					100%			

Signature _____ Signature _____ Signature _____