

Request to Transfer Foreign Currency Abroad or to Local Banks in respect of:



- direct import (of goods) documents for collection clean collection advance payment import of services
 transfer of foreign currency which is not international trade import of books and journals import of intangible property (software, royalties etc.) tangible property in transit (not arriving in Israel)

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|--|---|---|---|
| Date | Branch Name | Branch no. | Customer no. |
| Customer Name | Identity/Passport no. | Transfer Amount | Currency |
| Account no. in respect of transfer: | Foreign Currency <input type="checkbox"/> Shekels <input type="checkbox"/> | Account no. to charge fees and expenses | Foreign Currency <input type="checkbox"/> Shekels <input type="checkbox"/> |
| Method of transfer <input type="checkbox"/> SWIFT Fees: <input type="checkbox"/> SHA - Leumi's fees on Customer's account and fees/expenses of clearing/correspondent bank and Beneficiary's Bank on Beneficiary's account <input type="checkbox"/> OUR - Leumi's fees and fees/expenses of clearing/correspondent bank and Beneficiary's Bank on Customer's account <input type="checkbox"/> BEN - Leumi's fees and fees/expenses of clearing/correspondent bank and Beneficiary's Bank on Beneficiary's account | | | Bank Leumi customer: Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Name of Beneficiary Beneficiary Address Beneficiary Bank Name: _____ Address of Beneficiary Bank: _____ | | | |
| Swift/Routing: | | Local Bank No: | Local Branch No. |
| Beneficiary Account No./IBAN No. | | Invoice no./ref no. | |
| Declaration in respect of import of goods to Israel (obligatory in case of import of goods in excess of NIS 1,000,000) Transaction Amount: _____ | | | |
| Customer's Declaration For Income Tax Purposes | We hereby declare that: (please check "x" in the proper box) The amount of _____ constitutes payment to a foreign resident. The purpose of the payment: _____ <input type="checkbox"/> 1. <input type="checkbox"/> You are to deduct income tax of ___% at source <input type="checkbox"/> from the payment due to the beneficiary or <input type="checkbox"/> by grossing up and debiting our account in NIS/foreign currency. <input type="checkbox"/> Attached is a partial/full exemption from the tax payment. <input type="checkbox"/> Please debit our account in the VAT amount from the amount transferred abroad for books/periodicals/royalties/software, in accordance with the valid rate <input type="checkbox"/> 2. We, the undersigned, in accordance with the exemption list which is part of Commissioner of Income Tax instructions, which is valid as of today, request that no income tax deduction at source shall be applied to said payment. <input type="checkbox"/> 3. The payee or anyone on his behalf did not stay in Israel for the purpose of providing the aforementioned services and the total payment transferred for such services during the tax year does not exceed \$250,000 to the payer. <input type="checkbox"/> 4. Payment to the benefit of the payee was made during the tax year: <input type="checkbox"/> No <input type="checkbox"/> Yes, (elaborate): Payment date _____ amount (gross, before deduction) _____ Purpose _____ Currency _____ tax paid _____ Office of the Income Tax Assessor (where file is maintained) _____ deduction tax number _____ The amount of _____ constitutes payment to an Israeli resident. The purpose of the payment: _____ <input type="checkbox"/> We, the undersigned, request that no income tax deduction at source shall be applied to the payment which we are transferring to the account/deposit maintained in our name abroad. | | |
| Transfers in CNY ("Yuan") to China 1. We verified that the Beneficiary has been authorized by the Chinese authorities for the purposes of receiving "yuan" from abroad to his account. We declare that the transfer is for importing of goods/services (attached is a copy of the invoice). 2. We are aware that: a. The rate quoted to us is indicative only and not the actual purchase rate b. The value of the transfer to China: 2 business days in China forward c. The purchase of the currency will be effected following the order to transfer Chinese currency and that the cancellation of the order will require the reconversion of the Chinese currency to the original currency. | | | |
| We are aware and agree that: 1. The clearing bank/correspondent bank and the Beneficiary's bank collect fees in addition to those collected by Leumi and that there may be differences in the rate of the fees the clearing bank may collect from us or from the Beneficiary. 2. The Bank shall not be responsible should any problem whatsoever arise regarding the execution of the transfer, which is related to the details of the Transferor or the Beneficiary as specified by us. 3. In accordance with the laws of various countries, in the event of inconsistency in the instruction between the account number and the name of the account, the instruction will be dealt with according to the account number. 4. Every transfer of foreign currency overseas is subject to the laws of the State of Israel and to the laws of country of destination or the county that issues the foreign currency being transferred and through which the transfer is being effected. Accordingly, we are aware that there may be a delay between the date of debit of our account in respect of the transfer and the date of credit of the account of the beneficiary. 5. The Bank shall not be liable for loss and/or damage which may be incurred by us due to the laws, customs and policies related to sanctions and/or restrictions imposed by any relevant authority in Israel and/or abroad including the Office of Foreign Assets in the United State and/or the laws, customs and policies related to money laundering and/or currency control and/or anti-terrorism financing in Israel and/or abroad. 6. To cover the said amount, together with your fees and expenses please debit our above mentioned account with you. For banker's cheques in US dollars correspondent bank expenses in the amount of US\$ 15.00 will be collected at the time of the issuance of the cheque. 7. Our signature below will constitute our confirmation that we have agreed to the conditions including the conditions set out on page no. 2 of this document. 8. The General Terms of Operation of Account signed by us shall apply to the above request to transfer foreign currency abroad or to local banks. We request the execution of the transfer in accordance with the details above. | | | |

DATE _____ CUSTOMER'S SIGNATURE AND STAMP _____ TELEPHONE _____

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Instructions to Customer- please fill in the principle details as appear on page no. 1

| Customer No. | Customer Name | Amount | Currency |
|--------------|---------------|--------|----------|
|--------------|---------------|--------|----------|

This transfer is subject to the following conditions:

- (a) Where the Bank agrees with the Applicant to transfer the foreign currency requested by the Applicant (hereinafter, as the case may be, the "request" and the "sum transferred") in exchange for payment made by the Applicant in Israeli currency, then the amount to be paid by the Applicant to the Bank shall be computed according to the Bank's customary rate prevailing in respect of the currency of the sum transferred on the day on which according to the books of the Bank, the Bank purchased for, or sold to, the Applicant the currency of the sum transferred. Where the Bank agrees with the Applicant to transfer the sum requested against payment made by the Applicant in a foreign currency other than the currency of the sum transferred, then, the Bank will sell on behalf of, or purchase from, the Applicant such foreign currency in exchange for Israeli currency computed at the Bank's customary rate of such currency prevailing on the day on which, according to the books of the Bank, the Bank sold on behalf of, or purchased from the Applicant such foreign currency, and with such amount in Israeli currency, the Bank shall purchase for, or sell to, the Applicant the currency of the sum transferred, in accordance with the Bank's customary rate of exchange of such currency, prevailing on the day on which, according to the books of the Bank, the Bank purchased for, or sold to, the Applicant the currency of the sum transferred. The expression "the Bank's customary rate" means "the agreed rate" or "the BLL rate" as defined below, as determined by the Bank from time to time. However, the customers may request the Bank, a reasonable time in advance, to effect the said purchase or sale at the "agreed rate" instead of the "BLL rate", and if it is the Bank's practice at such time to execute transactions of the type and in the amount of the transaction for the purchase or sale of the relevant foreign currency at the "agreed rate", the purchase or sale shall be effected at the "agreed rate". Exchange rate commission and all taxes, levies, compulsory or other payments and the like shall apply to any such purchase or sale.

The expression "agreed rate" - in respect of any purchase or sale of foreign currency by the customers in exchange for Israeli currency, means the sell or buy rate, as the case may be, for transfers and cheques or banknotes, as the case may be, last determined by the Bank prior to effecting the said purchase or sale for transactions of similar type and amount, which the customers have agreed shall apply to such purchase or sale.

The expression "BLL rate" - in respect of any sale of foreign currency by the customers or crediting of the customers' account in Israeli currency in exchange for foreign currency, means the rate for transfers and cheques or banknotes, as the case may be, last determined by the Bank determined by the Bank on the relevant date as "the BLL rate", at which the Bank purchases the relevant foreign currency from its customers in exchange for Israeli currency;

and in respect of any purchase of foreign currency by the customers or debiting of the customers' account with Israeli currency in payment of the foreign currency - the rate of transfers and cheques or of banknotes, as the case may be, determined by the Bank on the relevant date as "the BLL rate" at which the Bank sells its customers the relevant foreign currency in exchange for Israeli currency;

(b) The Bank shall, unless otherwise agreed, purchase the currency required for the sum transferred within three (3) business days from the date on which the Applicant actually makes payment to the Bank. If it is ascertained after the purchase of the currency required for the sum transferred that there is a discrepancy between the value of the sum transferred and the value of the sum paid, then if such discrepancy operates in favor of the Applicant, the Bank shall credit the Applicant in the currency tendered with the amount of the discrepancy - while if such discrepancy operates in favor of the Bank, the Applicant shall, upon the Bank's request, forthwith pay the amount of such discrepancy to the Bank in the same currency in which he paid the original payment.

(c) The transfer of the sum transferred as provided in the request, shall be effected by the Bank within three (3) business days from the date of its purchase of the currency of the sum transferred as mentioned in subclause (b) hereof and subject to subclause 3(c) below.

(d) The Applicant understands that even if he has indicated in the request that the transfer of the funds is to be effected by means of a payment order made to a correspondent, in cases where the Bank is unable to effect the transfer by means of payment order to a correspondent, whether because the Bank has no correspondent in such country or for any other reason, then the Bank shall be at liberty to effect the transfer by dispatch of a banker's draft in favor of the beneficiary, by airmail.
- The Bank may at its absolute discretion seek the assistance of its correspondents and/or its branches abroad.
- (a) All risks in connection with the transfer of the sum transferred, whether effected by banker's cheque or in any other manner as may be agreed between the Bank and the Applicant consequent upon the inability and/or error in locating or identifying the beneficiary arising from any circumstances including war, revolution, rebellion or provision of any law shall be borne solely by the Applicant.

(b) Where the transfer is effected by banker's cheque, the beneficiary shall attend for payment at the drawee bank within a reasonable time of the date of issue of the draft and where it shall be effected in writing, by telex or cable or by swift, the beneficiary shall attend at the Bank's correspondent to receive the sum transferred within a reasonable time after receiving notice of the transfer.

(c) Receipt by the beneficiary of the sum transferred shall be subject to the laws for the time being in force in the country where payment is to be made, or the country in which the correspondent resides, and as shall be interpreted and/or applied and/or implemented by the correspondent and/or by any of the banks involved. Accordingly, the Applicant is aware that there may be a delay between the date of debit of his account in respect of the transfer and the date of credit of the account of the Beneficiary. The Bank shall not liable for any damage and/or loss incurred and/or which may be incurred as a result of any act or omission on behalf of the correspondent and/or on behalf of any of the banks involved in relation thereto. Without derogating from the aforementioned, it is hereby clarified that if according to the laws of that country the beneficiary may receive the sum transferred in the currency in which it is remitted, the sum transferred shall be paid to him in such currency, but where the currency is required to be converted by the beneficiary into the legal tender of that country the sum transferred shall be received by the beneficiary in the legal tender of such country according to the customary rate of exchange prevailing in that country or in the Beneficiary's bank for such transfers (d) Receipt by the beneficiary of the sum transferred shall be subject to payment of commissions and expenses of the correspondent abroad, if any.
- If for any reason the sum transferred is not paid to the beneficiary, it shall be returned to the Applicant in the currency in which he tendered payment or in Israeli currency in accordance with the law in force in Israel at the time, subject to the following conditions:

(a) It has been proved to the satisfactions of the Bank that the beneficiary did not receive the sum transferred (and where effected by banker's cheque such cheque together with copies thereof shall have been returned to the Bank);

(b) The correspondent through whom payment was to have been effected to the beneficiary of the sum transferred shall in fact have returned the sum transferred to the Bank in the currency in which it was remitted to him.

(c) There shall have been deducted from the sum transferred all expenses incurred in connection with the return thereof to the Bank.

THE TERMS OF THIS DOCUMENT SHALL APPLY TO EACH REQUEST TO TRANSFER FOREIGN CURRENCY ABROAD OR TO LOCAL BANKS EFFECTED AFTER THE DATE OF SIGNATURE OF THIS DOCUMENT, UNLESS ON THE DATE OF A REQUEST TO TRANSFER FOREIGN CURRENCY ABROAD OR TO LOCAL BANKS WE SHALL SIGN A DOCUMENT CONTAINING IDENTICAL OR SIMILAR TERMS IN WHICH CASE THE TERMS OF THE DOCUMENT TO BE SIGNED ON THE DATE OF THE REQUEST SHALL APPLY.

DATE _____ CUSTOMER'S SIGNATURE AND STAMP _____ TELEPHONE _____