

To: Bank of Jerusalem Ltd.  
Branch: \_\_\_\_\_

Date: \_\_\_\_\_  
Account No.: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**Re: Corporate Resolution for opening an Account with Bank of Jerusalem Ltd.**

The Board of Directors of \_\_\_\_\_ Ltd. (a company registered with the Registrar of Companies in \_\_\_\_\_, per Certificate No. \_\_\_\_\_ dated \_\_\_\_\_) (hereinafter: the “**Company**”), in its meeting held in \_\_\_\_\_ on \_\_\_\_\_, resolved as follows:

1. To notify and instruct Bank of Jerusalem Ltd. (hereinafter called the “**Bank**”) that the following persons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

are jointly / are jointly and separately / other\* \_\_\_\_\_

\*Mark the correct choice

In addition to: \_\_\_\_\_

(hereinafter: the “**Authorized Signatories**”)

authorized to represent the Company and to act in its name and on its behalf in all dealings and transactions of the Company with the Bank, and without derogating from the generality of that stated, they shall be authorized:-

- a) To open and close any account of any kind whatsoever, to sign confirmations of accounts;
- b) To request and receive information of any nature and kind in connection with the accounts, including copies of various statements, documents, agreements and records;
- c) To draw, make, sign, accept and endorse checks and orders on the Company’s accounts with the Bank, whether such accounts are creditory or debitory, or shall become debitory in consequence of the payment of such checks and orders;
- d) To pay monies into the Company’s accounts with the Bank;
- e) To pay or deliver in favor of the Company’s accounts with the Bank or to deposit with the Bank for collection or as security or to negotiate with the Bank all checks, bills of exchange, promissory notes, securities and other negotiable instruments of whatever kind and to endorse them for such purpose;
- f) To deposit with the Bank shares, stocks, debentures, securities, documents, goods, collateral and any other assets whatsoever, and to instruct the bank to collect all dividends, interest, coupons and other payments connected therewith and to act in respect thereof in any other manner whatsoever;
- g) To withdraw from the Bank and deal with all or any monies, shares, stocks, debentures, securities, documents, goods or any other assets whatsoever which may from time to time be in the hands of the Bank;
- h) To issue instructions for the purchase or sale of any foreign exchange and/or securities and/or any assets whatsoever, and to sign all transfer and other documents necessary for so doing;
- i) To request and to receive from the Bank overdraft, loans, credit, retrospective payments and loans, with or without collateral and upon such terms as the Authorized Signatories specified above may seem fit;
- j) To arrange with the Bank for the opening of credits (documentary and other) and for the issue of guarantees, both in Israel and abroad, and from time to time to alter the terms of such credits and guarantees and of any other banking services whatsoever;
- k) To sign checks, bills of exchange, promissory notes and any other negotiable instruments whatsoever as drawer, acceptor, endorser or guarantor.
- l) To mortgage, pledge or encumber or to grant the right to encumber, to deposit and to pledge collateral and other properties and assets whatsoever as security for any debts, loans, credits, guarantees, indemnities and other liabilities including contingent liabilities that may be incurred by the Company and/or by any third party whatsoever;
- m) To sign and give guarantees and indemnities;
- n) To perform any act, to give any instruction and to sign any document, in favor of the Company as well as in favor of the Bank or of any other third party, as necessary for the effect or validity of the Company’s actions or in connection therewith, including any document relating to the Company’s rights and the encumbrance and/or endorsement of such rights to the Bank.

2. To cancel any resolution and instruction previously held by the Company in regard to the rights of signing in the Company's name in case such resolution and instruction contradict with that stated herein.
3. To notify and instruct the Bank that each and every of the Authorized Signatories alone is authorized to give any instruction, notice, data and/or document in the Company's name, and perform all the above actions- verbally or by facsimile, telephone, telex, telegram, e-mail, computer communications or in any other unwritten manner (hereinafter "Unwritten Instructions"), all subject to the terms and conditions required by the Bank and according to every agreement, and that notwithstanding the aforesaid – as concerns Unwritten Instructions- the signature and/or action of one of the Authorized Signatories alone shall bind the Company, without the need for an additional Authorized Signatory or for a seal or any other means.
4. **This clause shall not apply unless clause 3 is deleted and the Chairman signed hereunder for its application:**

\_\_\_\_\_

[To notify and instruct the Bank that each and every of the Authorized Signatories is authorized to give any instruction, notice, data and/or document in the Company's name, and perform all the above actions- by facsimile, all subject to the terms and conditions required by the Bank and according to the provisions set in this document.]

5. To communicate these Resolutions to the Bank and to inform and instruct the Bank that such Resolutions shall remain in force and the Bank shall act in accordance therewith until any amending resolutions shall be passed by the Board of Directors of the Company and a duly signed copy thereof, certified by the Company's Legal Counsel/C.P.A., shall be delivered to and be received by the Bank.

We hereby certify that all the above resolutions were duly adopted, entered in the Minute Book and signed by the Chairman, and they are in accordance with the Company's Memorandum and Articles .My/our signature on this document also constitutes our confirmation of receipt of a copy of this document.

| Names of Directors, Secretary and Officials<br>Authorized to sign On Behalf of the Company. | Position | Signature |
|---|----------|-----------|
|   |          |           |
|   |          |           |

**Certification of Lawyer/Accountant:**

I, the undersigned \_\_\_\_\_, (License No. \_\_\_\_\_) Legal Counsel/C.P.A., for \_\_\_\_\_  
(hereinafter "The Company") hereby confirm as follows:

1. The Company is duly organized and validly existing under the laws of \_\_\_\_\_ and registered with the Registrar of Companies in \_\_\_\_\_, per Certificate No. \_\_\_\_\_ dated \_\_\_\_\_.
2.  The Company does not have its registered office in Israel, is not registered in Israel as a foreign Company, its principal place of business is not in Israel and it is not a representative office, branch or agency in Israel of any such Company.
3. The above resolutions were duly passed by the Company according to its by-laws, and were duly adopted in accordance with the Company's Memorandum and/or Articles, and that the resolution was not canceled, modified or amended since its adoption; that this is a true copy of the Resolution;
4. The Company is competent to perform the acts stated in the above resolution and to commit to all that stated in the documents mentioned therein;
5. To the best of my knowledge the owners of the Company are of good standing.
6. The Company is entitled, according to its statutory documents and by laws to open a bank account with Bank of Jerusalem Ltd. and perform all the activities stated in the above resolution. The signature of the above persons together / with the Company Seal is binding on the Company in all respects. Additionally, I hereby certify that \_\_\_\_\_, who is personally known to me/whom I identified by means of his ID card \_\_\_\_\_, signed this Resolution in my presence, as Chairman of the Meeting.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Counsel/C.P.A.