

Annex 1 – Information Form and Application for Receipt of System Rules for Logon Purposes

Date: _____

To

Automatic Bank Services Ltd. (the “Company”)

We, the undersigned, request to receive from you the rules of the charge-card payment system (the “System” and the “Rules”, respectively) (together with the annexes thereto), in order for us to be able to initiate the process of logging onto the System, for the purpose of commencing System activities (choose the preferred option):

☐ Authorization interface☐ Transaction and transaction collection interface☐ Accounting interface☐ RTGS interface

which is operated by you in accordance with the Rules and the System log-on processes specified in the Rules.

Details of access applicant ("Access Applicant")**Name of
corporation**

**Number of
corporation**

Address

Street

| | | |

Number

| |

Entrance

| |

Apartment

Town

| | | | | | |

Postal code

List of the Access Applicant's authorized signatories

Below is a list of authorized persons on behalf of the Access Applicant, who are authorized to contact the System operator with a request to perform actions related to the activity of the Access Applicant in the System, including the execution of payment instructions to the charge-card payment system.

| | Authorized Signatory 1 | Authorized Signatory 2 | Authorized Signatory 3 |
|--------------------|------------------------|------------------------|------------------------|
| First name | | | |
| Last name | | | |
| I.D. | | | |
| Function | | | |
| E-mail address | | | |
| Office Tel. number | | | |
| Cellular number | | | |

List of contacts at the access tiers of Access Applicant

| | System rules | Technical connection | RTGS |
|--------------------|--------------|----------------------|------|
| First name | | | |
| Last name | | | |
| I.D. | | | |
| Function | | | |
| E-mail address | | | |
| Office Tel. number | | | |
| Cellular number | | | |

List of contacts for failure arrangement of Access Applicant

Below are the contacts for receipt of reports from the System operator regarding the failure arrangement, including report upon the occurrence of one of the following scenarios, including but not limited to:

1. Notice of the activation of the failure arrangement procedure;
2. Notice of use of collateral;
3. Request for completion of collateral funds after a failure event;
4. Notice of a participant's entry to or exit from the System;
5. Sending notification to the System participants about a change to the collateral amounts and update in the activity portion of the participants;
6. Any additional process that is created following the failure arrangement procedure.

| | Contact 1 | Contact 2 | Contact 3 |
|--------------------|-----------|-----------|-----------|
| First name | | | |
| Last name | | | |
| I.D. | | | |
| Function | | | |
| E-mail address | | | |
| Office Tel. number | | | |
| Cellular number | | | |

Additional contacts

| | Operation room | Information security | Business continuity |
|--------------------|----------------|----------------------|---------------------|
| First name | | | |
| Last name | | | |
| I.D. | | | |
| Function | | | |
| E-mail address | | | |
| Office Tel. number | | | |
| Cellular number | | | |

We hereby undertake to update the System operator as soon as possible with any changes in the contact details/authorized signatures mentioned above.

System Logon Application

We wish to logon to the System and receive your services in connection therewith¹:

| | |
|-----------------------------------|---|
| <input type="checkbox"/> Acquirer | As defined in Section 11B of the Banking (Licensing) Law, 5741-1981 |
| <input type="checkbox"/> Issuer | As defined in Section 11B of the Banking (Licensing) Law, 5741-1981 |

¹ Mark the relevant alternatives.

| | |
|---------------------------------------|--|
| <input type="checkbox"/> CLP Operator | CLP (Closed Loop Payments) entities which do not engage in cross-activity and whose activity in the payment system is only operational. The CLP activity was approved by the Bank of Israel. |
|---------------------------------------|--|

Documents and approvals

A participant that is an acquirer

An Access Applicant that is an acquirer, shall attach to the application form, a true copy of the relevant license permitting it to engage in charge-card clearing, which was granted thereto by the appropriate authority, including the Governor of the Bank of Israel in accordance with the Banking (Licensing) Law, 5741-1981 and/or by the Israel Securities Authority in accordance with the Regulation of the Practice of Payment Services and Payment Initiation Law, 5783-2023. Also, by signing such application, the applicant that has chosen the "Acquirer" alternative, declares that it has received approval from the relevant international organizations, which allow it to clear the charge-card brand(s) of such organizations whose cards it wishes to clear, and with reference to charge cards from the "Isracard" brand (insofar as the applicant wishes to clear such brand), that it received authorization from Isracard to clear such brand. Also, by signing this application, the applicant gives its consent that the Company be entitled to contact the above international organizations and/or Isracard (as applicable) for verifying the veracity of such declaration.

A participant that is an issuer

An Access Applicant that is an issuer, shall attach to the application form, a true copy of the relevant license permitting it to engage in the issuance of charge cards, which was granted thereto by the appropriate authority, including the Governor of the Bank of Israel in accordance with the Banking (Licensing) Law, 5741-1981 and/or by the Israel Securities Authority in accordance with the Regulation of the Practice of Payment Services and Payment Initiation Law, 5783-2023, and true copy/ies of the license/s or certificate/s from the relevant international organizations, which allow it to issue the charge card brand/s of such organizations, and with reference to the charge cards of the "Isracard" brand (insofar as the applicant wishes to issue such brand), authorization to issue such payment cards from Isracard, and a license of the authorizing entity in accordance with the types of licenses that enable access to the supervised payment systems as specified in the "Access Guide to the Supervised Payment Systems in Israel", released in June 2023 by the supervision on payment systems at the Bank of Israel, as shall be updated from time to time.

A participant that is a CLP operator

In accordance with the Regulation of the Practice of Payment Services and Payment Initiation Law, 5783-2023 and the taking effect of the Exemption Regulations that shall be promulgated thereunder (if any), these entities shall be required to act in accordance with the law, including the receipt of a license or submission of evidence for exemption from license. An Access Applicant that is a CLP operator shall attach to the application

form, a true copy of the license for its operation or exemption from license given thereto for its activity, by the appropriate authority.

Type of participation requested in the access models:

| Selection ¹ | Participation type: Rules tier and Technical Connection tier | Participation type: RTGS tier | |
|--------------------------|---|----------------------------------|----------------------------|
| | | Participates in clearing | Represented in clearing |
| <input type="checkbox"/> | Type (1-a) Participant – Direct in the System Rules, connected to the System by a direct technical connection | V | - |
| <input type="checkbox"/> | Type (1-b) Participant – Direct in the System Rules, connected to the System by a direct technical connection | - | V |
| <input type="checkbox"/> | Type (2-a) Participant – Direct in the System Rules, represented in the technical connection tier to the System | V | - |
| <input type="checkbox"/> | Type (2-b) Participant – Direct in the System Rules, represented in the technical connection tier to the System | - | V |
| <input type="checkbox"/> | Type (3) Participant – Represented in the System Rules, connected to the System by a direct technical connection | - | V |
| <input type="checkbox"/> | Type (4) Participant – Represented in the System Rules, and represented in the technical tier to the System | - | V |

¹ Mark the relevant alternative (one only).

Signature of Access Applicant

Date _____
Signature and stamp _____

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney of _____ Corporation no. _____ (the "**Access Applicant**"), do hereby certify that the Access Applicant signed the above form via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Access Applicant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 2 – NDA – Prior to Delivery of the System Rules

Date: _____

To

Automatic Bank Services Ltd. (the "**Company**")Re: **Non-Disclosure Agreement**

Whereas the Company operates the controlled system "charge-card payments" (the "**System**") pursuant to the Payment System Law, 5768-2008; and

Whereas for purposes of our participation in the System (the "**Purpose**"), we, _____ Corporation number _____ (the "**Access Applicant**") wish to inspect the full System Rules (including their annexes), and/or the outline of the failure arrangement, and/or various documents in connection therewith, which are highly confidential and classified;

Now therefore, we hereby confirm and undertake as follows:

1. For purposes of this agreement:

"**Information**" – means information and/or material and/or documents of various types that you have provided us, or that will reach our knowledge, whether directly or indirectly, either in writing or orally or via magnetic media or in any other way, including the System rules (including their annexes), information and/or materials and/or documents regarding the method of operation of the System, and any other information related to the Company's business and/or activity and/or the System and/or rules of the System and/or annexes of the System and/or to its participants and/or users and/or the customers of the System users and/or outline of the failure arrangement and/or technical characteristics of the System.

"**Document**" – any form of presentation of letters, digits, drawings or signs in a visible, audible or visually or auditorily decipherable form, and any form of preservation of Information by mechanical, chemical, magnetic or electronic means, and without derogating from the generality of the aforesaid, including photocopy, print, copy, magnetic or electronic recording.

2. We hereby represent and undertake to maintain complete and absolute confidentiality, not to copy or reproduce or make any use, either by ourselves or by our employees, consultants, agents and anyone on our behalf ("**Our Representatives**"), whether directly or indirectly, and not to bring to the knowledge of any person or body or to transfer in any other way, any Information

that has become known and/or that will become known to us and/or to Our Representatives, and any Document that was delivered and/or to be delivered to us and/or to Our Representatives, including, *inter alia*, Information concerning the System rules, including their annexes and/or the outline of the failure arrangement and/or various Documents in connection therewith, to entities and institutions to which the Company provides services through the System and/or the participants therein and/or users thereof, including the credit card and/or payment companies, stable payment service providers, the banks and their customers, businesses and holders of payment cards, details about the operation of the System, its method of operation, and the possibilities of accessing and using the same, and undertake to use the Information for the Purpose only. We shall not disclose or provide any detail or Document about the Information to any person or entity, other than with the prior written consent of the Company.

3. With respect to Information to which specific laws regarding confidentiality apply, we undertake to act in accordance with the above laws, including the Protection of Privacy Law, 5741-1981 and regulations promulgated thereunder, and requirements applicable to banking institutions.
4. We are aware that the System is a payment system whose activity is essential to the entire system of payments in the economy, and that the Information is sensitive and classified, and that it is subject to a duty of confidentiality including all the implications thereof. We are also aware that unauthorized disclosure of the Information may cause damage to the System, its participants, its users, and the system of payments in the economy.
5. We undertake to provide the Information and Documents only to Our Representatives who are required to receive them in order to fulfill the Purpose for which they were delivered to us (on a need-to-know basis) and who have undertaken to us in their employment agreement and/or in a separate agreement, to comply with the provisions hereof. We shall be responsible that Our Representatives do not transfer any Information or Document to another person or entity unless we have been given permission by you in advance and in writing, and only if the other person undertakes in writing to comply with the provisions hereof.
6. Any Document delivered and/or to be delivered to us by the Company and any copy made therefrom, shall at all times be the exclusive property of the Company and we neither have nor will have any rights in connection with such Information, including lien or any other right by law.
7. We shall take any step to be required and take strict precautions so as to ensure compliance with the provisions of this NDA, and keep the Information and Documents that you provide to us safe, and prevent their disclosure to an

unauthorized person or entity, and we shall also observe the standard information security procedures in accordance with the law.

8. We shall notify the Company immediately upon becoming aware of the loss or concern of loss of a Document from the documents provided to us by the Company, and we shall also notify the Company of any concern of Information leakage in any other way.
9. We shall return to the Company, upon its first demand and in an orderly manner, any Document that includes Information that the Company has provided us as stated, and not keep any such Document in our possession.
10. In the event that we are required, by law, to provide the Information and/or any part thereof, we undertake to notify the Company thereof in writing and immediately, such that the Company may consider taking appropriate legal proceedings. If the Company is unsuccessful in such proceedings, we undertake to provide only that part of the Information that is required by law only, and take our best efforts to ensure that it is kept confidential.
11. We are also aware that the violation of any of the undertakings specified herein may cause damage to the Company, and we undertake to compensate the Company for any damage and/or expense that results from any such violation, without derogating from any other remedy available to the Company. We shall also be responsible for any damage and/or expense caused to any third party as a result of violation of any of our undertakings herein.
12. The undertakings specified above are irrevocable and may not be modified without the Company's consent and shall apply indefinitely.
13. The provisions herein supplement and do not derogate from any right of any kind that is held by the Company by virtue of any law or agreement.
14. Our undertaking herein does not derogate from our undertakings under any agreement or law in connection with loyalty and confidentiality, and it supplements thereto rather than derogates therefrom.
15. We are aware that our mere signing of this NDA does not obligate the Company to provide and/or disclose any Information to us, and we are aware that the Information that will be provided to us, if any, is As Is, without any representation and/or undertaking on the part of the Company regarding the veracity and/or integrity of the Information.

We are aware that the Company is a public company whose securities are traded on the Tel Aviv Stock Exchange. We are also aware that the Securities Law, 5728-1968 (the "**Securities Law**") prohibits the use of inside information and that we may receive and/or be exposed to data and/or Information about the Company which

may be considered "inside information" as defined in the Securities Law. Without derogating from our other undertakings pursuant to this NDA, we undertake not to make any use of inside information that is received by us from the Company, including its delivery to another and/or buying and/or selling of the Company's shares in accordance with the Information received and/or to be received.

Full name

Corporation no.

Full address

Signature

By authorized signatory

[Name of position of Authorized Signatory/ies]

.....
Attorney Certification

I the undersigned _____, Adv., serving as the attorney of _____ Corporation no. _____ (the "**Access Applicant**"), do hereby certify that the Access Applicant signed the above NDA via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Access Applicant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 3 – List of contacts for representation in the payment system access models (as provided to the System operator)

| Representation in the Charge-Card Payment System Rules – Contacts | | | | | | |
|---|------------------|------------------------|--------------|------------|--|---|
| Participant | Participant type | Full name | Cellular no. | Work no. | E-mail | Position |
| CardCom | Acquirer | Eran Malach | 054-5215213 | 03-6916911 | Eran.m@secure.cardcom.co.il | CEO |
| | | Yaniv Abo | 054-7257217 | 03-6916911 | yaniv@secure.cardcom.co.il | CTO |
| Max IT Finance Ltd. | Acquirer/Issuer | Anat Savitsky Beinhorn | 052-8581201 | - | anat_sa@max.co.il | Head of Strategy and Growth, Regulation and Marketing Communications Department |
| | | Moti Motshen | 054-5215571 | - | moti_mo@max.co.il | Head of Business Headquarters HQ, Marketing, Business and Processing Department |
| | | Netanya Geibel | 052-8989403 | - | netanya_g@max.co.il | Corporate Strategist Strategy, Regulation and Marketing Communications Division |
| Israel Credit Cards Ltd. | Acquirer/Issuer | Etkovitch Yoel | 050-6458004 | 03-5723954 | Yoel.etkovitch@icc.co.il | Head of Payment Services Development Department |
| Isracard | Acquirer/Issuer | Ori Biran | 054-4975326 | 03-6895610 | obiran@isracard.co.il | Head of Core System |
| | | Orit Arad Katz | 050-3100178 | 03-6897184 | okatz@isracard.co.il | Head of Regulation |
| Tranzila | Acquirer | Uri Shoker | 054-5629208 | - | uris@tranzila.co.il | CEO |
| | | Tamir Alush | 052-5412955 | - | tamira@tranzila.co.il | Product Manager |

| Representation in the Technical Connection Tier – Contacts | | | | | | |
|--|------------------|-----------------------|--------------|------------|--|---|
| Participant | Participant type | Full name | Cellular no. | Work no. | E-mail | Position |
| CardCom | Acquirer | Yaniv Abo | 054-7257217 | 03-6916911 | yaniv@secure.cardcom.co.il | CTO |
| | | Shemesh Alon | 052-6959949 | 03-6916911 | alon.s@secure.cardcom.co.il | Head of Development Team |
| Max IT Finance Ltd. | Acquirer/ Issuer | Iris Nadir Zach | 052-3610112 | - | iris_n@max.co.il | Architect, Technology and Projects Division |
| | | Moshe Zinger | 052-3610008 | - | moshe_zi@max.co.il | Head of Core Systems, Technology and Project Division |
| | | Hila Strassman Olikar | 052-3610001 | - | Hila_s@max.co.il | Head of Projects and Architecture Department, Technology and Project Division |
| Israel Credit Cards Ltd. | Acquirer/ Issuer | Etkovitch Yoel | 050-6458004 | 03-5723954 | Yoel.etkovitch@icc.co.il | Head of Payment Services Development Department |
| Isracard | Acquirer/ Issuer | Ori Biran | 054-4975326 | 03-6895610 | obiran@isracard.co.il | Head of Core System |
| | | Orit Arad Katz | 050-3100178 | 03-6897184 | okatz@isracard.co.il | Head of Regulation |
| Tranzila | Acquirer | Uri Lish | 054-4450889 | - | uril@tranzila.co.il | VP Information Systems |
| | | Kumanski Lior | 050-3054467 | - | liork@tranzila.co.il | Infrastructure manager |

| Representation in RTGS – Contacts | | | | | | |
|-----------------------------------|------------------------|----------------|--------------|-------------|--|---|
| Participant | Participant type | Full name | Cellular no. | Work no. | E-mail | Position |
| Poalim | Acquirer bank + issuer | Ron Asher | 054-2083630 | 03-7143507 | Ron.asher@poalim.co.il | Product Manager, Retail Division |
| Bank Mizrahi | Acquirer bank + issuer | Yigal Nahum | 052-7908871 | 03-7559354 | nahumy@umtb.co.il | Head of Liquidity Department |
| | | Ori Lalzar | 052-5690575 | 03-7559477 | Orit@umtb.co.il | Head of Liquidity and Operations Management Team |
| Discount | Acquirer bank + issuer | Cohen Ariel | 050-7739730 | 076-8054035 | ariel.cohen@dbank.co.il | Head of Payments and Credit Card Unit |
| | | Bhorapkar Lior | 525202182 | 76-80575930 | Lior.bhorapkar@dbank.co.il | Business Development and Project Management |
| Jerusalem | Acquirer bank + issuer | Nirit Lahman | | 076-8096046 | niritl@bankjerusalem.com | Attorney |
| | | Asayag Jaki | 052-9406402 | 076-8096113 | jakia@bankjerusalem.co.il | Operations manager |
| Yahav | Issuer bank | Lidya Atia | 050-6532175 | 02-5009747 | LidyaA@yahav.co.il | VP, Head of Financial Division |
| | | Shahar Alon | 050-7646031 | 02-5007644 | ShaharA@yahav.co.il | VP, Head of Strategy, Digital Marketing and Service Infrastructure Department |
| Leumi | Acquirer bank + issuer | Esti Elfer | 054-5629438 | 076-8858921 | Esti.elfer@bankleumi.co.il | Liquidity Sector |
| | | Nir Avlas | 522442524 | 768858467 | Nir.avlas@bankleumi.co.il | Head of Intraday Liquidity and Information |

| | | | | | | |
|----------------------|-------------------------------|----------------|--------------|------------|--|---|
| International | Acquirer bank + issuer | Yifat Karp | 050-783-2847 | 03-5134381 | Karp.Y@fibi.co.il | Mataf – Head of Communication Apps Department |
| ONE ZERO | Issuer bank | David Belahsan | 050-6351471 | | dbelahsan@digibank.co.il | Payment Manager |
| | | Edward Koren | 054-6404942 | | ekoren@digibank.co.il | Payment Team |

Annex 4 – Agreement between the System Operator and Type (1) Participant
(Type (1-a) participant or Type (1-b) participant)

Entered into and signed on _____

Between:

Automatic Bank Services Ltd.

Public Company 51-079277-3

of 26 Harokmim St. Holon 5885849

("Shva" or the "System Operator")

of the first part;

And:

Corporation no. _____

of _____ St.

(the "Participant")

of the second part;

Whereas the Participant is an "Issuer" and/or "Acquirer" as these terms are defined in Section 11B of the Banking (Licensing) Law, 5741-1981 (the "**Banking Licensing Law**") and/or whose connection to the System was approved by the Bank of Israel; and

Whereas Shva operates the charge-card payment system (the "**System**"), as defined and described in the charge-card payment system rules, to which this agreement is attached as an annex (the "**Rules**") and in the failure arrangement outline document in the "charge-card payment system" (the "**Failure Arrangement**"); and

Whereas according to the Rules, the Participant is defined as a Type (1-a) participant or Type (1-b) participant, a direct participant in the System Rules, connected by a direct technical connection to the System, who is responsible for its activity in the System, as detailed in the Rules; and

Whereas the Participant is a²:

² Check the relevant box.

☐ Direct participant in the RTGS system (relevant for type (1-a) participant;

☐ Participant represented in RTGS (relevant for type (1-b) participant; and

Whereas³ the Participant signed an agreement with _____, Corporation number _____ (the "**RTGS Participant**"), under which it operates in the System while relying on services it receives by the RTGS Participant; and

Whereas the Participant wishes to use the System and receive services from the Company, and the parties wish to regulate their relationship under the terms, manner, and consideration specified in the System Rules and in this agreement;

Now therefore it has been stipulated, represented and agreed by and between the parties as follows:

1. **Preamble, Annexes and Interpretation**

- 1.1 The preamble to this agreement constitutes an integral part hereof.
- 1.2 Any and all annexes to this agreement, whether explicitly mentioned in the body of the agreement, annexed to hereof, or otherwise, constitute an integral part of the agreement.
- 1.3 Section headings are for convenience of reading only, and shall not be used for the interpretation of the agreement.
- 1.4 In the event of any discrepancies between the provisions of the body of the agreement and the provisions of the Rules, the provisions of the Rules shall prevail, to the extent that they are relevant according to the provisions of this agreement.

2. **Definitions**

³ Relevant for a type (1-b) participant – if marked "RTGS Clearing Represented Participant" above – complete this paragraph.

- 2.1 The definitions in this agreement, unless explicitly stated otherwise, shall have the meaning ascribed to them in the Failure Arrangement and/or in the Rules.

3. **Representations and undertakings of the Participant**

The Participant represents and undertakes that:

- 3.1 By signing this agreement, it confirms that it has read the Rules and that it assumes the Rules (including updates to the Rules and their annexes, and any amendments to the Rules and their annexes, that shall be incorporated into the Rules after the signing of this agreement, including the Failure Arrangement outline as attached to the System Rules) and undertakes to act in accordance therewith, both in its relations with Shva and in its relations with other participants and users.
- 3.2 The Participant is an "Issuer" and/or an "Acquirer" as these terms are defined in Section 11B of the Banking Licensing Law and/or whose connection to the System was approved by the Bank of Israel.
- 3.3 The Participant is a⁴:
- ☐ RTGS System Direct Participant; ☐ RTGS Clearing Represented Participant;
- 3.4 According to the Rules, the Participant is a type (1-a) or type (1-b) System participant, a direct participant in the System Rules, connected to the System by a direct technical connection. The Participant is responsible for its activity in the System, as specified in the System Rules.
- 3.5 There is no factual, legal or other impediment to its entering into this agreement and to the fulfillment of all of its undertakings thereunder and all of its undertakings according to the Rules, and that its signing of this agreement and the performance of its undertakings thereunder and pursuant to the Rules is not contrary to any third party right, to any agreement, to its incorporation documents and to any legal provision.
- 3.6 It has obtained any and all consents, authorizations, and approvals required in connection with its engagement in this agreement, its

⁴ Mark the relevant option, as marked in the preamble to the agreement.

obligations under the Rules, and the fulfillment of such obligations, and no further consents and/or approvals are required. Without prejudice to the foregoing, the Participant shall be responsible for obtaining any and all required approvals, licenses, permits, and consents (including by law and/or agreement) from any competent body and/or authority (including regulatory authority/body and/or international credit card organizations) and/or any third party, for the purpose of its engagement in this agreement, and its connection to the System in order to receive the services, and for its approval of the Rules.

- 3.7 It shall fully and timely pay Shva the consideration and costs determined in the Rules.
- 3.8 Shva shall not be responsible for: a) anything provided thereto by the Participant in connection with and/or for the purpose of the provision of services thereby, b) selection and implementation of procedures and control measures regarding access, security, encryption and use of the System by the Participant.
- 3.9 Insofar as it wishes to connect to the clearing interface – it has signed a commercial agreement with **all** other Participants opposite thereto. In other words, to the extent that the Participant is an acquirer (of a certain brand), then it represents and undertakes that it has signed a binding commercial agreement with **all** of the issuers of such brand, and to the extent that the Participant is an issuer, it represents and undertakes that it has signed a binding commercial agreement with **all** of the acquirers of the brand.
- 3.10 It undertakes that the Rules shall prevail over anything stated in any other engagement it entered into and/or any other agreement signed thereby in connection with the provisions of the Rules and/or in connection with the services provided pursuant thereto by the System operator.
- 3.11 Without prejudice to its representation and undertaking to assume all of the Rules (including updates to the Rules and their annexes and modification to the Rules and annexes that shall be introduced to the Rules after the signing of this agreement), the Participant expressly represents and undertakes that: (a) it has read the provisions of Section 18 of the Rules ("Force majeure, limitation of liability and indemnification") and that this section applies thereto and it accepts the aforesaid and undertakes to act accordingly; (b) it is familiar with the directive of the Bank of Israel regarding the duty of representation in clearing, of 28 April 2023 and undertakes to comply therewith and act accordingly.

- 3.12 To the extent required in accordance with the System Rules and the outline of the Failure Arrangement, the Participant shall transfer its relative share of collateral funds to the clearing account at the Central Bank (as defined in the Rules) (the "**Account**") which is used to manage the collateral funds deposited and/or to be deposited by the Participants to whom the Failure Arrangement applies, and all for the purpose of managing the Failure Arrangement in accordance with the outline of the Failure Arrangement ("**Collateral Funds**"). The Participant represents that it is aware and agrees that, although in accordance with the Bank of Israel's requirement, the Account was opened in the name of the System operator, the funds deposited and/or to be deposited in the collateral account will be managed by the System operator, for the benefit of the Participants in the System and for the benefit of completion of the daily clearing upon the occurrence of a failure event as stipulated in the Rules and/or or in the Failure Arrangement.
- 3.13 It has the infrastructures and resources required for implementation of its obligations for activity in the System, as are expressed in the Rules, including on the matter of business continuity and information security, and all as appearing in the Rules, including, and without derogating from: compliance with internal procedures and/or instructions for working with the System, possessing the necessary technological capabilities that enable compliance with all aspects of the Rules, compliance with business continuity conditions (including sufficient backup arrangements that shall not impair the normal operation of the System), compliance with information security requirements, notification on any material change regarding the eligibility conditions and compliance therewith, compliance with all of the System connection costs, notification in the event of an information security and/or cyber event and/or concern for such an event.
- 3.14 The Participant undertakes to notify the System operator prior to any change made thereto in connection with its activity in the System and/or any change and/or connection of a participant represented through it in the System. The Participant is aware that any change and/or connection of a Participant represented through it in the System requires approval of the Supervision on Payment Systems at the Bank of Israel.

4. **Representations and undertakings of Shva**

Shva represents and undertakes that:

- 4.1 It has received the approvals required thereto by applicable law for the operation of the System according to the Rules and the Failure Arrangement.
- 4.2 It shall act in accordance with the System Rules and the Failure Arrangement, and provide Information to the Participants, which is required in connection with the operation of the System, in the manner and by the methods standard at Shva.

5. **Right of use of the System**

Subject to the full and timely fulfillment of the Participant's representations and undertakings as specified herein, and in the Rules, Shva hereby grants the Participant, and the Participant agrees to accept from Shva, a limited, non-exclusive right, which may not be transferred or endorsed, or assigned in favor of a third party (including by way of granting a sub-license), to use the System for the purpose of receiving the services described in the Rules, for the term of the agreement and subject to payment of the consideration and costs specified in the Rules and to the other provisions of this agreement and in accordance with the Rules (the "**Right to Use the System**"). The Right to Use the System is subject to and in accordance with the availability and capabilities of the System, and the accepted standards at Shva, as being from time to time. The Participant shall be entitled to operate in the System only after full completion of the process of logging on to the System, in accordance with the Rules.

6. **The term of the agreement**

This agreement is for an indefinite period of time, and to the extent that the Participant is a type (1-a) participant, or a type (1-b) participant, according to the System Rules, and acts in the System and subject to the provisions of the Rules.

7. **Assignment of rights and/or undertakings**

The Participant shall not be entitled to transfer, endorse or assign any of its rights and/or undertakings under this agreement, in whole or in part, to third parties, except with prior written consent from the System operator. It is hereby clarified that the above does not impair the Participant's obligation and right to pledge its rights in the Collateral Funds in favor of the trustee of the securities and the other participants, insofar as required and in accordance with the Failure Arrangement.

8. **Jurisdiction and applicable law**

This agreement shall be governed by and interpreted according to Israeli law. The courts in the Tel Aviv-Jaffa district shall have sole and exclusive jurisdiction over any matter arising from or relating to this agreement.

In witness whereof, the parties have hereunto set their hands:

Automatic Bank Services Ltd.

By: _____ Position: _____

By: _____ Position: _____

The Participant

By: _____ Position: _____

By: _____ Position: _____

.....
Attorney Certification

I the undersigned _____, Adv., serving as the attorney for _____ Corporation no. _____ (the "**Participant**"), do hereby certify that the Participant signed the above agreement via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Participant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

**Annex 5 – Agreement between the System Operator and a Type (2) Participant
(Type (2-a) participant or Type (2-b) participant)**

Entered into and signed on _____

Between:

Automatic Bank Services Ltd.
Public Company 51-079277-3
of 26 Harokmim St. Holon 5885849
("Shva" or the "System Operator")

of the first part;

And:

Corporation no. _____
of _____ St.
(the "Participant")

of the second part;

- Whereas** the Participant is an "Issuer" and/or "Acquirer" as these terms are defined in Section 11B of the Banking (Licensing) Law, 5741-1981 (the "**Banking Licensing Law**") and/or whose connection to the System was approved by the Bank of Israel; and
- Whereas** Shva operates the charge-card payment system (the "**System**"), as defined and described in the charge-card payment system rules, to which this agreement is attached as an annex (the "**Rules**") and in the failure arrangement outline document "in the charge-card payment system" (the "**Failure Arrangement**"); and
- Whereas** according to the Rules, the Participant is defined as a Type (2-a) participant or Type (2-b) participant, a direct participant in the System Rules, connected by a direct technical connection to the System, who is responsible as detailed in the System Rules and in this agreement; and
- Whereas** the Participant is represented at the technical connection to the System tier, and the Participant signed an agreement with _____, Corporation number _____ (the "**Technical Connection Tier Representing Participant** "), under which it operates in the System while relying on services it receives by the Technical Connection Tier Representing Participant; and

Whereas⁵ the Participant is a:

- ☐ RTGS System Direct Participant (relevant for type (2-a) participant);
- ☐ RTGS Clearing Represented Participant (relevant for type (2-b) participant); and

Whereas⁶ the Participant signed an agreement with _____, Corporation number _____ (the "**RTGS Representing Participant**"), under which it operates in the System while relying on services it receives by the RTGS Representing Participant; and

Whereas the Participant wishes to use the System and receive services from the Company, and the parties wish to regulate their relationship under the terms, manner, and consideration specified in the System Rules and in this agreement;

Now therefore it has been stipulated, represented and agreed by and between the parties as follows:

1. **Preamble, Annexes and Interpretation**

- 1.1 The preamble to this agreement constitutes an integral part hereof.
- 1.2 Any and all annexes to this agreement, whether explicitly mentioned in the body of the agreement, annexed to hereof, or otherwise, constitute an integral part of the agreement.
- 1.3 Section headings are for convenience of reading only, and shall not be used for the interpretation of the agreement.
- 1.4 In the event of any discrepancies between the provisions of the body of the agreement and the provisions of the Rules, the provisions of the Rules shall prevail, to the extent that they are relevant according to the provisions of this agreement.

⁵ Check the relevant box.

⁶ Relevant for a type (2-b) participant – if the "RTGS Clearing Represented Participant" is marked above – complete this paragraph.

2. **Definitions**

The definitions in this agreement, unless explicitly stated otherwise, shall have the meaning assigned to them in the Failure Arrangement and/or in the Rules.

3. **Representations and undertakings of the Participant**

The Participant represents and undertakes that:

- 3.1 By signing this agreement, it confirms that it has read the Rules and that it assumes the Rules (including updates to the Rules and their annexes, and any amendments to the Rules and their annexes, that shall be incorporated into the Rules after the signing of this agreement, including the Failure Arrangement outline as attached to the System Rules) and undertakes to act in accordance therewith, both in its relations with Shva and in its relations with other participants and users.
- 3.2 The Participant is an "Issuer" and/or an "Acquirer" as these terms are defined in Section 11B of the Banking Licensing Law and/or whose connection to the System was approved by the Bank of Israel.
- 3.3 The Participant is a⁷:
- ☐ RTGS System Direct Participant; ☐ RTGS Clearing Represented Participant;
- 3.4 According to the Rules, the Participant is a type (2-a) or type (2-b) System participant who is a direct participant in the System Rules, connected to the System by a direct technical connection, who is responsible for its activity in the System, as specified in the System Rules.
- 3.5 There is no factual, legal or other impediment to its entering into this agreement and fulfilling of all of its undertakings thereunder and fulfilling of all of its undertakings according to the Rules and that its signing of this agreement and the performance of its undertakings thereunder and pursuant to the Rules is not contrary to any right of any third party, to any agreement, to its incorporation documents and to any legal provision.

⁷ Mark the relevant option, as marked in the preamble to the agreement.

- 3.6 It has obtained any and all necessary consents, authorizations, and approvals in connection with its engagement in this agreement, its obligations under the Rules, and the fulfillment of such obligations, and no further consents and/or approvals are required. Without prejudice to the foregoing, the Participant shall be responsible for obtaining any and all required approvals, licenses, permits, and consents (including by law and/or agreement) from any competent body and/or authority (including regulatory authorities and/or international credit card organizations) and/or any third party, for the purpose of its engagement in this agreement, its connection to the System to receive the services, and for its approval of the Rules.
- 3.7 It shall fully and timely pay Shva the consideration and costs determined in the Rules.
- 3.8 Shva shall not be responsible for: a) anything provided thereto by the Participant in connection with and/or for the purpose of provision of the services thereby, b) selection and implementation of procedures and control measures regarding access, security, encryption and use of the System by the Participant.
- 3.9 It undertakes that the Rules shall prevail over anything stated in any other engagement it entered into and/or any other agreement signed thereby in connection with the provisions of the Rules and/or in connection with the services provided pursuant thereto by the System operator.
- 3.10 Without prejudice to its representation and undertaking to adopt all of the Rules (including updates to the Rules and their annexes and modifications to the Rules and annexes that shall be part of the Rules after the signing of this agreement), the Participant expressly undertakes and represents that: (a) it has read the provisions of Section 18 of the Rules ("Force majeure, limitation of liability and indemnification") and that this section applies thereto and it adopts the aforesaid and undertakes to act accordingly; (b) it is aware of the Bank of Israel's directive regarding the duty of representation in clearing dated 28 April 2023 and undertakes to comply therewith and act accordingly.
- 3.11 To the extent required in accordance with the System Rules and the outline of the Failure Arrangement, the Participant shall transfer its relative share of the collateral funds to the clearing account at the Central Bank (as defined in the Rules) (the "**Account**") which is used to manage the collateral funds deposited and/or to be deposited by the Participants to whom the Failure Arrangement applies, and all for the

purpose of managing the Failure Arrangement in accordance with the outline of the Failure Arrangement ("**Collateral Funds**"). The Participant represents that it is aware and agrees that, although in accordance with the Bank of Israel's requirement, the Account was opened in the name of the System operator, the funds deposited and/or to be deposited in the collateral account will be managed by the System operator, for the benefit of the Participants in the System and for the benefit of completion of the daily clearing upon the occurrence of a failure event as stipulated in the Rules and/or in the Failure Arrangement.

- 3.12 It has the infrastructures and resources required for implementation of its obligations for activity in the System, as are expressed in the Rules, including on the subject of business continuity and information security, and all as appearing in the Rules, including, and without derogating from: the existence of internal instructions and/or procedures for working with the System, possessing the necessary technological capabilities that enable compliance with all aspects of the Rules, compliance with business continuity conditions (including sufficient backup arrangements that will not impair the normal operation of the System), compliance with information security requirements, notification of any material change regarding the eligibility conditions and compliance therewith, compliance with all of the System connection costs, notification in the event of an information security and/or cyber incident and/or concern for such an event.
- 3.13 The Participant undertakes to notify the System operator prior to any change made thereto in connection with its activity in the System and/or any change and/or connection of a participant represented through it in the System. The Participant is aware that any change and/or connection of a Participant represented through it in the System requires approval by the supervision on payment systems at the Bank of Israel.

4. **Representations and undertakings of Shva**

Shva represents and undertakes that:

- 4.1 It received the approvals required thereto by applicable law for the operation of the System according to the Rules and the Failure Arrangement.
- 4.2 It shall act in accordance with the System Rules and the Failure Arrangement, and provide Information to the Participants, insofar as required in connection with the operation of the System.

5. **Right of use of the System**

Subject to the full and timely fulfillment of the Participant's representations and undertakings as specified herein and in the Rules, Shva hereby grants the Participant, and the Participant agrees to receive from Shva, a limited, non-exclusive right, which may not be transferred or endorsed, or assigned in favor of a third party (including by way of granting a sub-license), to use the System while relying on services it receives from the Technical Connection Tier Represented Participant for the purpose of receiving the services described in the Rules, for the term of the agreement and subject to payment of the consideration and costs specified in the Rules and to the other provisions of this agreement and subject to the Rules (the "**Right to Use the System**"). The Right to Use the System is subject to and in accordance with the availability and capabilities of the System, and accepted standards at Shva, as being from time to time. The Participant shall be entitled to operate in the System only after full completion of the process for logging onto the System, in accordance with the Rules.

6. **The term of the agreement**

This agreement is for an indefinite period of time, and to the extent that the Participant is a type (2-a) Participant, or a type (2-b) Participant, according to the System Rules, and acts in the System and subject to the provisions of the Rules.

7. **Assignment of rights and/or undertakings**

The Participant shall not be entitled to transfer, endorse or assign any of its rights and/or undertakings under this agreement, in whole or in part, to third parties, other than with the prior written consent of the System operator. It is hereby clarified that the above does not impair the Participant's obligation and right to pledge its rights in the Collateral Funds in favor of the trustee of the securities and the other participants, insofar as required and in accordance with the Failure Arrangement.

8. **Jurisdiction and applicable law**

This agreement shall be governed by and interpreted according to Israeli law. The courts in the Tel Aviv-Jaffa district shall have sole and exclusive jurisdiction over any matter arising from or relating to this agreement.

In witness whereof, the parties have hereunto set their hands:

Automatic Bank Services Ltd.

By: _____ Position: _____

By: _____ Position: _____

The Participant

By: _____ Position: _____

By: _____ Position: _____

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney for _____ Corporation no. _____ (the "**Participant**"), do hereby certify that the Participant signed the above agreement via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Participant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 6 – Agreement between the System Operator and a Type (3) Participant

Entered into and signed on _____

Between:

Automatic Bank Services Ltd.
Public Company 51-079277-3
of 26 Harokmim St. Holon 5885849
("Shva" or the "System Operator")

of the first part;

And:

Corporation no. _____
of _____ St.
(the "Participant")

of the second part;

- Whereas** the Participant is an "Issuer" and/or "Acquirer" as these terms are defined in Section 11B of the Banking (Licensing) Law, 5741-1981 (the "**Banking Licensing Law**") and/or whose connection to the System was approved by the Bank of Israel; and
- Whereas** Shva operates the charge-card payment system (the "**System**"), as defined and described in the charge-card payment system rules, to which this agreement is attached as an annex (the "**Rules**") and in the failure arrangement outline document "in the charge-card payment system" (the "**Failure Arrangement**"); and
- Whereas** according to the Rules, the Participant is defined as a Type 3 participant, who is a direct participant in the System Rules, connected by a direct technical connection to the System, who is represented in RTGS, and who is responsible as detailed in the System Rules and in this agreement; and
- Whereas** the Participant is a System Rules Represented Participant, and the Participant signed an agreement with _____, Corporation number _____ (the "**Rules Representing Participant**"), under which the Rules Representing Participant bears responsibility over its activity in the System; and
- Whereas** the Participant is a RTGS Clearing Represented Participant, and signed an agreement with _____, Corporation number _____ (the "**RTGS Representing Participant**"), under which

it operates in the System while relying on services it receives by the RTGS Representing Participant; and

Whereas the Participant wishes to use the System and receive services from the Company, and the parties wish to regulate their relationship under the terms, manner, and consideration specified in the System Rules and in this agreement;

Now therefore it has been stipulated, represented and agreed by and between the parties as follows:

1. **Preamble, Annexes and Interpretation**

- 1.1 The preamble to this agreement constitutes an integral part hereof.
- 1.2 Any and all annexes to this agreement, whether explicitly mentioned in the body of the agreement, annexed to hereof, or otherwise, constitute an integral part of the agreement.
- 1.3 Section headings are for convenience of reading only, and shall not be used for the interpretation of the agreement.
- 1.4 In the event of any discrepancies between the provisions of the body of the agreement and the provisions of the Rules, the provisions of the Rules shall prevail, to the extent that they are relevant according to the provisions of this agreement.

2. **Definitions**

The definitions in this agreement, unless explicitly stated otherwise, shall have the meaning ascribed to them in the Failure Arrangement and/or in the Rules.

3. **Representations and undertakings of the Participant**

The Participant represents and undertakes that:

- 3.1 By signing this agreement, it confirms that it has read the Rules and that it assumes the Rules (including updates to the Rules and their annexes, and any amendments to the Rules and their annexes, that will be incorporated into the Rules after the signing of this agreement, including the Failure Arrangement outline as attached to the System Rules) and undertakes to act in accordance therewith, both in its relations with Shva and in its relations with other participants and users.
- 3.2 The Participant is an "Issuer" and/or an "Acquirer" as these terms are defined in Section 11B of the Banking Licensing Law and/or whose connection to the System was approved by the Bank of Israel.

- 3.3 According to the Rules, the Participant is defined as a type 3 participant who is a participant of the System Rules, connected to the System by a direct technical connection, and is a RTGS Clearing Represented Participant, bearing responsibility as specified in the System Rules.
- 3.4 There is no factual, legal or other impediment to its entering into this agreement and fulfilling of all of its undertakings thereunder and fulfilling of all of its undertakings according to the Rules and that its signing of this agreement and the performance of its undertakings thereunder and pursuant to the Rules is not contrary to any right of any third party, to any agreement, to its incorporation documents and to any legal provision.
- 3.5 It has obtained any and all consents, authorizations, and approvals required in connection with its engagement in this agreement, its obligations under the Rules, and the fulfillment of such obligations, and no further consents and/or approvals are required. Without prejudice to the foregoing, the Participant shall be responsible for obtaining any and all required approvals, licenses, permits, and consents (including by law and/or agreement) from any competent body and/or authority (including regulatory authorities and/or international credit card organizations) and/or any third party, for the purpose of its engagement in this agreement, its connection to the System to receive the services, and for its approval of the Rules.
- 3.6 It shall fully and timely pay Shva the consideration and costs determined in the Rules.
- 3.7 Shva shall not be responsible for: a) anything provided thereto by the Participant in connection with and/or for the purpose of provision of the services thereby, b) selection and implementation of procedures and control measures regarding access, security, encryption and use of the System by the Participant.
- 3.8 Insofar as it wishes to connect to the clearing interface – it signed a commercial agreement with **all** other Participants opposite thereto. In other words, to the extent that the Participant is an acquirer (of a certain brand), then it declares and undertakes that it has signed a binding commercial agreement with **all** of the issuers of such brand, and to the extent that the Participant is an issuer, it declares and undertakes that it has signed a binding commercial agreement with **all** of the acquirers of the brand.

- 3.9 It undertakes that the Rules shall prevail over anything stated in any other engagement it entered into and/or any other agreement signed thereby in connection with the provisions of the Rules and/or in connection with the services provided pursuant thereto by the System Operator.
- 3.10 Without prejudice to its representation and undertaking to adopt all of the Rules (including updates to the Rules and their annexes and modifications to the Rules and annexes that shall be part of the Rules after the signing of this agreement), the Participant expressly undertakes and represents that: (a) it has read the provisions of Section 18 of the Rules ("Force majeure, limitation of liability and indemnification") and that this section applies thereto and it adopts the aforesaid and undertakes to act accordingly; (b) it is aware of the Bank of Israel's directive regarding the duty of representation in clearing dated 28 April 2023 and undertakes to comply therewith and act accordingly.
- 3.11 It has the infrastructures and resources required for implementation of its obligations for activity in the System, as they are expressed in the Rules, including on the subject of business continuity and information security, and all as appearing in the Rules, including, and without derogating from: the existence of internal instructions and/or procedures for working with the System, possessing the necessary technological capabilities that enable compliance with all aspects of the Rules, compliance with business continuity conditions (including sufficient backup arrangements that will not impair the normal operation of the System), compliance with information security requirements, notification of any material change regarding the eligibility conditions and compliance therewith, compliance with all of the System connection costs, notification in the event of an information security and/or cyber incident and/or concern for such an event.
- 3.12 The Participant undertakes to notify the System operator prior to any change made thereto in connection with its activity in the System and/or any change and/or connection of a participant represented through it in the System. The Participant is aware that any change and/or connection of a Participant represented through it in the System requires approval by the supervision on payment systems at the Bank of Israel.

4. **Right of use of the System**

Subject to the full and timely fulfillment of the Participant's representations and undertakings as specified herein and in the Rules, Shva hereby grants the Participant, and the Participant agrees to receive from Shva, a limited, non-

exclusive right, which may not be transferred or endorsed, or assigned in favor of a third party (including by way of granting a sub-license), to use the System while relying on services it receives from the Technical Connection Tier Participant for the purpose of receiving the services described in the Rules, for the term of the agreement and subject to payment of the consideration and costs specified in the Rules and to the other provisions of this agreement and subject to the Rules (the "**Right to Use the System**"). The Right to Use the System is subject to and is in accordance with the availability and capabilities of the System, and accepted standards at Shva, as being from time to time. The Participant shall be entitled to operate in the System only after full completion of the process for logging onto the System, in accordance with the Rules.

5. **Representations and undertakings of Shva**

Shva represents and undertakes that:

- 5.1 It received the approvals required thereto by applicable law for the operation of the System according to the Rules and the Failure Arrangement.
- 5.2 It shall act in accordance with the System Rules and the Failure Arrangement, and provide Information to the Participants, insofar as required in connection with the operation of the System.

6. **The term of the agreement**

This agreement is for an indefinite period of time, and to the extent that the Participant is a type 3 Participant according to the System Rules, and acts in the System and subject to the provisions of the Rules.

7. **Assignment of rights and/or undertakings**

The Participant shall not be entitled to transfer, endorse or assign any of its rights and/or undertakings under this agreement, in whole or in part, to third parties, other than with the prior written consent of the System operator. It is hereby clarified that the above does not impair the Participant's obligation and right to pledge its rights in the Collateral Funds in favor of the trustee of the securities and the other participants, insofar as required and in accordance with the Failure Arrangement.

8. **Jurisdiction and applicable law**

This agreement shall be governed by and interpreted according to Israeli law. The courts in the Tel Aviv-Jaffa district shall have sole and exclusive jurisdiction over any matter arising from or relating to this agreement.

In witness whereof, the parties have hereunto set their hands:

Automatic Bank Services Ltd.

By: _____ Position: _____

By: _____ Position: _____

The Participant

By: _____ Position: _____

By: _____ Position: _____

Attorney Certification

I the undersigned _____, Adv., serving as the attorney for _____ Corporation no. _____ (the "**Participant**"), do hereby certify that the Participant signed the above agreement via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Participant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 8 – Representative Authorization for Representation of a Represented System Participant

Date: _____

To
Automatic Bank Services Ltd. (the "**System Operator**" or the "**Company**")

Re: **Authorization of a Representative Participant for Representation of a Represented Participant in the Charge-Card Payment System**

Whereas the Company operates the charge-card payment system (the "**System**") in accordance with the System rules (including their annexes) (the "**Rules**" or the "**System Rules**"); and

Whereas the undersigned _____, Corporation number⁸ _____, is considered, in accordance with the Rules, a:

- ☐ Type (1-a) System participant, as specified in the Rules;
- ☐ Type (1-b) System participant, as specified in the Rules;
- ☐ Type (2-a) System participant, as specified in the Rules;
- ☐ Type (2-b) System participant, as specified in the Rules;
- ☐ Type (3) System participant, as specified in the Rules;
- ☐ Type (4) System participant, as specified in the Rules;

(the "**Representative**") who represents a System Participant, as this term is defined in the Rules;

Therefore, the Representative hereby confirms and undertakes that the Participant whose details are: _____, Corporation no. _____ (the "**Represented Participant**") operates in the System while relying on services it receives from the Representative, as specified in the table below⁹, and that the Representative

⁸ P.C/Public Company/Partnership Number etc.

⁹ Check the relevant options.

undertakes that it shall bear responsibility vis-à-vis the System Operator as specified below, and subject to the provisions of the Rules:

| | Access Tier | Description |
|--------------------------|---|---|
| <input type="checkbox"/> | Charge-card payment system rules tier ¹⁰ | The Represented Participant has not signed the System Rules, and is represented in the Rules by the Representative. The Representative bears responsibility for the activity of the Represented Participant in the System Rules tier, as specified in the System Rules. |
| <input type="checkbox"/> | Technical connection to charge-card payment system tier ¹¹ | The Represented Participant is technically connected to the System through the Representative. The Representative bears responsibility for the activity of the Represented Participant in the technical connection tier, as specified in the System Rules. |
| <input type="checkbox"/> | RTGS tier ¹² | The Representative is a RTGS System Direct Participant, who manages a clearing account in the RTGS system. The clearing of the Clearing Represented Participant shall be made from the clearing account of the Representative. The Representative bears responsibility for the RTGS activity of the RTGS System Represented Participant, as specified in the System Rules. |

¹ Check the relevant options.

For the actual commencement of the representation, in addition to the signing of this annex, the Representative undertakes that an engagement agreement shall be signed between it and the Represented Participant, and shall be consistent with the above provisions of this annex, and with the System Rules.

The Representative undertakes to immediately update the System Operator in writing on any change in connection with the representation of the Represented Participant by the Representative.

Signature of Representative

Date: _____

Signature and stamp: _____

¹⁰ Relevant only for a type (1) or type (2) System participant.

¹¹ Relevant only for a type (1) or type (3) System Representing Participant.

¹² Relevant for a System participant who manages an RTGS clearing account.

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney of _____ Corporation no. _____ (the "**Representative**"), do hereby certify that the Representative signed the above authorization via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Representative and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Confirmation of Represented Participant

The Participant whose details are: _____, Corporation no. _____ (the "**Represented Participant**") represents and confirms that it operates in the System while relying on services it receives from the Representative Participant, as specified above in this annex.

The Represented Participant undertakes to immediately update the System Operator in writing on any change in connection with the representation of the Represented Participant by the Representative.

Signature of Represented Participant

Date: _____

Signature and stamp: _____

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney of _____ Corporation no. _____ (the "**Represented Participant**"), do hereby certify that the Represented Participant signed the above authorization via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Representative and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 9 – Account Registration Form with the System Operator**Corporation details**

Corporation name _____

Corporation number _____

Full address _____

Postal code _____

Contact person for financial inquiries (invoices)

Full name _____

Position _____

Cellular phone _____

Additional phone _____

Fax number _____

E-mail _____

E-mail for delivery of e-invoice _____

Signature and stamp of corporation _____

Date _____

To be completed by the System Operator:

Customer number _____

Type of service _____

Annex 10 – List of Participants of the Charge-Card Payment System

| Identification code | Name | System Participant by virtue of being an | Participant type (as specified in the Rules) |
|---------------------|--|--|--|
| 1 | Isracard Ltd. | Acquirer/Issuer | 1 |
| 2 | CAL Ltd. | Acquirer/Issuer | 1 |
| 5 | CardCom Acquiring Ltd. | Acquirer | 1 |
| 6 | Max It Finance Ltd. | Acquirer/Issuer | 1 |
| 7 | Tranzila Ltd. | Acquirer | 1 |
| 10 | Bank Leumi le-Israel Ltd. | Issuer | 2 |
| 11 | Israel Discount Bank | Issuer | 2 |
| 20 | Mizrahi Tefahot Bank Ltd. | Issuer | 2 |
| 12 | Bank Hapoalim Ltd. | Issuer | 2 |
| 31 | First International Bank of Israel Ltd. | Issuer | 4 |
| 4 | Bank Yahav for Government Employees Ltd. | Issuer | 4 |
| 13 | Union Bank of Israel Ltd. | Issuer | 4 |
| 14 | Bank Otsar HaHayal Ltd. | Issuer | 4 |
| 26 | UBank Ltd. | Issuer | 4 |
| 54 | Jerusalem Bank Ltd. | Issuer | 4 |
| 17 | Mercantil Discount Bank Ltd. | Issuer | 4 |
| 18 | One Zero Digital Bank Ltd. | Issuer | 4 |
| 46 | Bank Massad Ltd. | Issuer | 4 |
| 52 | Bank Poaley Agudat Israel Ltd. | Issuer | 4 |
| 9 | Postal Bank Company Ltd. | Issuer | 4 |
| 15 | Ofek Credit Union | Issuer | 4 |

Date of update: December 2024

Annex 11 – Failure Arrangement in the Charge-Card Payment System**Failure Arrangement Outline
in the Charge-Card Payment System****Version 1.0 – December 2023****Link – The outline is saved as a separate file due to its size****[Note: In practice, the full file will be sent]**

Annex 12 – Declaration of Access Applicants to the System Operator on Compliance with Information Security and Cyber Protection Requirements

Date: _____

To
Automatic Bank Services Ltd.

1. Pursuant to the Bank of Israel directive from November 2023, all entities operating in the charge-card ecosystem in Israel, including payment system participants, are required to meet the standards of information security and cyber protection as defined by the Bank of Israel.
2. We, the undersigned, hereby declare that we meet the requirements specified in this document as follows:

| Requirement | Met/Done (mark V) | If the Participant does not meet the requirement, state the reason, including timeline for completion |
|--|----------------------|---|
| Compliance with the PCI-DSS standard. Present an attestation of completion (AOC) document | | |
| "Yuval" questionnaire – filling out a self-declaration questionnaire | | |
| Information Security officer | | |
| Connection to Cyber Center activity and financial continuity | | |
| Robustness survey and penetration testing | | |
| Procedures and log documentation | | |
| Secured development | | |
| Protection of endpoints and servers | | |
| Reliability tests | | |

| | | |
|--|--|--|
| Ability to respond to Disturbed-Denial of Service (DDOS) attacks | | |
| Authorization management | | |
| Employee awareness of information security issues | | |
| Periodic practice for employees and periodic practice for the management of the organization | | |

Corporation name _____

Corporation number _____

Signature _____

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney of _____ Corporation no. _____ (the "**Access Applicant**"), do hereby certify that the Access Applicant signed the above declaration via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Access Applicant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 13 – Declaration of Access Applicants to the System Operator on Compliance with Business Continuity Requirements

Date: _____

To
Automatic Bank Services Ltd.

1. Pursuant to the Bank of Israel directive from November 2023, all entities operating in the charge-card ecosystem in Israel, including payment system participants, are required to meet basic requirements for management of business continuity, as defined by the Bank of Israel.
2. We, the undersigned, hereby declare that we meet the requirements specified in this document as follows:

| Requirement | Met/Done (mark V) | If the Participant does not meet the requirement, state the reason, including timeline for completion |
|---|----------------------|---|
| Business continuity officer | | |
| Identification of threats and processes | | |
| Business continuity plan | | |
| Infrastructure provider | | |
| Service provider | | |
| Communication backup | | |
| Bandwidth | | |
| Monitoring and control | | |
| Energy backup | | |
| Business continuity survey | | |
| Employee awareness | | |
| Practice | | |

Infrastructure and tools

| Description | Yes | No |
|--|-----|----|
| Is there a secondary site? | | |
| Is the main and/or secondary site protected and survivable in terms of the electromechanical systems against earthquake and war scenarios? | | |
| Is the main and/or secondary site built in a redundant configuration of at least tier 3 level? | | |
| Is there redundancy with the communication providers? | | |
| Are the communication connections with the sites and with the System Operator installed in different layouts? | | |
| Is there an electrical backup and generation system for continuous work? | | |
| Is there a sufficient supply of diesel fuel for the generator according to the existing consumption for 72 hours? | | |
| Is there an agreement with a fuel company for the continuous supply of diesel during emergencies and war? | | |
| Is it possible to move between the main site and the secondary (if it exists) automatically or is it necessary for operations personnel to carry out the move? | | |
| Do the employees have an infrastructure for remote work, that is independent of the equipment and lines at the main site? (for example – work in VDI) | | |
| Is there a secondary control room? | | |
| Is there a power priority contract with the IEC? | | |
| Are there work tools available to employees, such as laptops, internet lines and a secure connection from home to the organization ? | | |
| If so, have drills been carried out? | | |
| Are the essential employees familiar with the remote work procedure? | | |
| Have BIA processes been carried out in the organization? If so, when? And were the important findings addressed? | | |
| Is there documentation of manual credit system recovery processes? | | |
| Was a recovery exercise carried out in cooperation with the System Operator? | | |
| Is there awareness regarding the option to carry out approval processes with the System Operator in the Vespa procedure, in which files will be sent to the System Operator via DOK? | | |

Manpower

| Description | Yes | No |
|--|-----|----|
| Is there a list of employees who are essential to the workplace who will not enlist to the IDF / Police / Security Forces? | | |
| Are there any standby employees? Is everybody aware of who they are and what they do? | | |
| Did the System Operator receive the contact details of the standbys? | | |
| Is there a written and practiced communication procedure vis-à-vis the System Operator in times of emergencies and war? | | |

Corporation name _____

Corporation number _____

Signature _____

.....

Attorney Certification

I the undersigned _____, Adv., serving as the attorney for _____ Corporation no. _____ (the "**Access Applicant**"), do hereby certify that the Access Applicant signed the above declaration via Messrs. _____ I.D. _____ and _____ I.D. _____, who are authorized to sign on behalf of the Access Applicant and bind it for all intents and purposes.

Date: _____ Signature + Stamp: _____

Annex 14 – Notice on an Irregular Event that Requires Reporting

*** Transfer this report by no later than the end of the banking business day on which the event occurred or became known ***

Date: _____

To
Automatic Bank Services Ltd.

Event Report Form: _____

Part A – Details of Participant (the "Participant")

| | |
|--|---|
| Corporation name | |
| Corporation number | |
| Full address | |
| System Participates by virtue of being a: | <input type="checkbox"/> Issuer <input type="checkbox"/> Acquirer <input type="checkbox"/> CLP Operator |

Part B – Details of the Reporting Entity on behalf of the Participant

| | |
|------------------|--|
| Full name | |
| I.D. | |
| Position | |

Part C – Event Details

| | |
|--|---|
| Event commencement date | |
| Event end date | |
| Event sector | <input type="checkbox"/> Business <input type="checkbox"/> Infrastructure <input type="checkbox"/> Operation <input type="checkbox"/> Other |
| Affected stakeholders | |
| Event description (details known up to the date of the report) | |

Annex 15 – Notice on the Drawing of Conclusions from an Irregular Event

*** Transfer this report by no later than 30 days after the date of the immediate report on the irregular event ***

Date: _____

To
Automatic Bank Services Ltd.

| | |
|---|--|
| <p>Facts of the event A detailed description of the stages leading up to, during and after the event, including timeframes</p> | |
| <p>Steps taken to handle the event What are the technical actions taken to handle the event? Is there involvement by a third party? (suppliers, etc.)</p> | |
| <p>Implications of the event Was there an impact on the charge-card payment system? Was there an impact on indirect participants and/or other actors in the transaction chain? If so, what was the impact for how long, etc.</p> | |
| <p>Conclusions and the drawing of conclusions from the event Was the failure due to human/supplier/ other error? (specify the factor(s)) Is it possible to prevent the recurrence of failures of such type? Are there additional actions to complete the treatment of the event?</p> | |