

**Telephone, Facsimile, Email, Telex & Cable
Instruction Agreement**

Israel Discount Bank of New York
511 Fifth Avenue
New York, NY 10017

Ref: _____ Account No. _____ (the "Account")
Account Name

Gentlemen:

From time to time in the course of our business relations, each of the undersigned, who are authorized to sign on behalf of the Account, may transmit instructions to you regarding the Account by telephone, facsimile, email, telex or cable (the "Instructions"), including, without limitation, (a) your acceptance or renewal of the time or savings deposits of the undersigned; (b) the withdrawal or transfer of funds from deposit accounts of the undersigned; (c) obtaining loans; and d) requesting issuance of letters of credit, including amendments or waivers of discrepancies of such letters of credit. With regard to all such Instructions, the undersigned agree(s) as follows:

1. You are under no obligation to accept such Instructions and, by accepting any such Instructions in any instance, you are under no obligation to accept subsequent Instructions.
2. You are under no obligation to verify Instructions and you may act upon Instructions you believe to be given by anyone authorized to give Instructions.
3. If after receiving Instructions, you determine in your sole judgment that (i) you cannot for any reason comply with or fulfill the Instructions, in whole or in part; or (ii) the request is unclear or additional details or information is required in order for you to comply with the Instructions in whole or in part, then you may, in your sole discretion: (A) comply with or fulfill the Instructions in part only or not at all; (B) delay in complying with or fulfilling the Instructions in whole or in part until additional details or information are received by you; (C) take such other action as in your sole discretion you may deem advisable in order to give effect to the Instructions as you understand them.
4. Notwithstanding any oral acceptance by any of your employees of any Instructions, you may nevertheless, for any reason, including but not limited to commercial or policy considerations or changes therein or for any other reason, reject such Instructions, in whole or in part, whereupon you shall be entitled, in your sole discretion, to comply with or fulfill such Instructions in part only or not at all.
5. You shall not be liable for any damages (including special, consequential or indirect damages) caused by any action taken or omitted to be taken by you in accordance with the terms of this letter, regardless of the fact that such action or inaction arises from a misunderstanding, incorrect transmission or multiple transmission of the same Instructions, your receipt of forged or fraudulent Instructions, or from improper identification of the person giving the Instructions on our behalf. Nor shall you be liable for any damages caused by the manner of taking such action, except for your willful misconduct.
6. The undersigned will indemnify and hold you harmless from and against all loss or damage to you and any claims and actions against you, whether such claims or actions are groundless or otherwise, arising out of or in connection with any Instructions given pursuant to this letter, or any actions taken by you or which you refrain from taking in connection therewith, and all costs and expenses, including without limitation, attorney's fees, incurred by you in respect thereof.

7. If the undersigned comprises more than one person or entity, each of the undersigned shall be jointly and severally liable hereunder. This Agreement shall be binding upon and shall inure to the benefit of the undersigned and the undersigned's heirs, executors, administrators, successors and assigns and you and your successors and assigns. If the undersigned is a partnership, the undersigned's members shall also be individually bound and liable hereunder and this letter shall continue in full force and effect notwithstanding any change in or termination of such partnership, whether such change occurs through death, retirement or otherwise.

8. The undersigned acknowledges by signing below that the procedures set forth in this agreement for accepting the Instructions are reasonable and acceptable security procedures for the types of activities contemplated.

9. This Agreement shall be interpreted and all the rights and obligations arising hereunder shall be determined, in accordance with the laws of the State of New York, United States of America and the parties agree that in any litigation in which they shall be adverse parties, to waive trial by jury and that the exclusive location for jurisdiction and venue for the resolution of any disputes arising hereunder shall be either the State or Federal Court located in New York, NY.

Date: _____

ACKNOWLEDGED AND AGREED:

Individual Customer:

X _____

Name: _____

X _____

Name: _____

Address: _____

Business Customer:

Name of Corporation or Partnership

X _____

Name: _____

Title: _____

By _____

X _____

Name: _____

Title: _____

Address: _____
