

ADDENDUM No.5 – SALES VIA A DISTRIBUTION COMPANY

1. This Addendum forms an integral part of the Insurance Policy.
2. Subject to the following, the Insurance Policy shall also apply to shipments between the Distribution company as set forth in Annex "A" (hereinafter: "**Distribution Company** ") and The end buyer/buyers (hereinafter: the "**End Buyer**"), on condition that said shipments were Execute in the Insurance Period as Annex "A" and there is a valid credit limit with regard to the End Buyer.
3. Insofar as shipments sent to the End Buyer are at Issus, the company's liability under the Insurance policy shall take effect only after the shipment has been delivered and the invoice Issued to the End Buyer, and shall terminate immediately following receipt of the consideration from the End Buyer.
4. **For the avoidance of doubt, it is hereby understood that the Company's liability under the Insurance policy shaell not apply to the transfer of considerations for the shipments between the Distribution Company and Insured.**
5. **The Company's liability under this Addendum shall apply subject to the Insured having procured an absolute and unconditional assignment of rights form the Distribution Company** , pursuant whereto it assigns to the Insured all of its rights with respect to the End Buyer to the receipt of the considerations for the shipments delivered to the End Buyer as set forth above.
6. Wherever the term "**the Insured**" appears in the Insurance Policy, it shall be read as "**the Insured and /or Distribution Company**" according to context and relevant changes.
7. **Notwithstanding the provisions of clause 6 above, the Company's liability under the Insurance Policy for the payment of insurance benefits is the Insured only.**

ICIC-The Israeli Credit Insurance Company Ltd.