

## **ADDENDUM 15 - Invoice Discount Services Through Financial Institutions**

of Policy **03-G06265** (hereinafter: “**the Insurance Policy**”)

Expiring on **30/09/2015 Issued for ROTEX (1980) LTD.** (hereinafter: “**the Insured**”)

Whereas: From time to time the Insured is interested to discount invoices that it is owed from certain buyers (hereinafter: “**the Discount Buyers**”) for shipments that were performed and/or shall be performed during the period of the insurance policy, through banks or non-banking institutions (hereinafter: “**the Financing Factor**”); and

Whereas: The Company approved credit limits for Discount Buyers; and

Whereas: The Insured agrees that its rights pursuant to the policy for the Discount Buyers shall be assigned by an uncancelable irrevocable assignment in favor of the Financing Factor;

1. This Addendum constitutes an integral part of the Insurance Policy.
2. The Insured is entitled to submit to the Company a request to approve the performance of a discount by the Financing Factor, in regard to a certain buyer during a certain approved period, in accordance with the wording of the Discount Notice Appendix hereby attached.
3. The Company has absolute discretion whether to approve the request to perform the discount.
4. The Company shall be entitled to cancel or reduce the credit limit for the Discount Buyer immediately, all in accordance with the terms of the Insurance Policy.
5. In order to ensure the rights of the Financing Factor, the Insured shall sign an uncancelable irrevocable assignment of rights, in accordance with the Obligation Assignment Law, 5729-1969, which instructs the Company to directly pay the insurance benefits to the Financing Factor.
6. It is clarified that the Financing Factor shall be entitled to replace the Insured and to file a claim for insurance benefits to the Company at its discretion and without need for prior approval from the Insured.
7. The financing factor shall be the only entity entitled to receive compensation from the insurer.
8. The Company and the Financing Factor shall have the discretion to determine and manage the debt collection proceedings, including taking legal or other proceedings

and the manner in which they are managed. Therefore, the Company shall be entitled to demand that the original documents, which bestow the right in the goods, be given to it.

9. **The overall maximum sum of liability for the insurance period, in accordance with that stated in Section 7 of the Policy, shall be \$6,000,000. Since the Insured uses the Policy as part of the Invoice Discount Plan, it is clarified and agreed that the maximal liability shall be distributed as follows:  
The maximal liability for the insurance period, in accordance with that stated in Section 7 of the Policy in favor of Bank Hapoalim Ltd, shall be \$ 3,000,000.  
It is clarified and emphasized that in the event that one of the beneficiaries shall exhaust the maximum liability which is provided in the framework of this section, insurance benefits shall not be paid to it, unless it receives written approval from the financing factor/s which enables the use of the maximal sum of liability which was allocated to the factor/s.**
10. In consideration for the Invoice Discount Services through Financial Factors, the Insurer shall pay the Company a Discount Commission. **The Discount Commission shall be 10% pro-mil of the volume of sales by credit which shall be due to all of the Discount Buyers, during the discount period. The debit note for the Discount Commission shall be sent by the Company on quarterly basis.**
11. All the other provisions of the policy shall remain valid.

01/08/2014  
Date

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**BSSCH – The Israeli Credit Insurance Company Ltd.**

Date: \_\_\_\_\_

To  
Mr. \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**1. Re: Policy No. 03-G-06265**  
**ADDENDUM No. 15 - Debtors Discount Services Through Financial Institutions**

Further to your approach with a request to expand the policy that you have to also include the services which are provided by our company regarding the Debtors Discount Plans through Financial Institutions, we are honored to forward for your perusal Addendum No. 15 to the Policy – the Debtors Discount Services through Financial Institutions Addendum.

**We hereby request that you sign this document in order to confirm the acceptance of the offer.**

We are at your disposal for any necessary clarification.

Cordially,

BSSCh – the Israel Credit Insurance Company Ltd.

**We declare that we have read Addendum No. 15  
To the Policy – the Debtors Discount Services  
Through Financial Institutions Addendum and  
that we consent to the terms of the Addendum  
and the Discount Commission to be collected due to it.**

\_\_\_\_\_  
**The Insured**

\_\_\_\_\_  
**Date**