Financial Risk Management and Services

Okoora

This Agreement is one of the separate Agreements referred to in Okoora Framework Agreement and constitutes an integral part of the Framework Agreement. This Agreement sets the terms for the receipt of Investment Marketing Services between the Client and **Global Financial Horizons Ltd.**, Company Reg. No. 513813394 (the "**Company**"), an investment marketer under a license granted to it by the Israel Securities Authority (the "**Authority**") in accordance with the Regulation of Investment Advice, Investment Marketing and Investment Portfolio Management Law, 5755-1995 (the "**Advice Law**")**,** license No. 722.

1. **General**

   The terms of this Agreement shall apply to the provisions of Investment Marketing services (the "**Services**"), as well as other terms as set forth in additional documents, forms, orders etc. executed by the Client.

2. **The Services**

   The Company shall provide the client with investment marketing services in financial assets, including in the field of forward transactions, options, swap transactions, derivatives transactions (the **Transactions**"), as well as in the field of trade, information, Hedging, and foreign exchange conversion brokerage (“**Financial Risk Management**" or “**Services**"). The Company does not provide services in connection with "financial instruments" as the definition of this term in the Securities Law, 5728-1968.

   The company shall provide the services to the Client in accordance with the Client's characterization for the purpose of adapting to the services and subject to the Client's risk management policy as it shall be determined from time to time.

   The Services provided by the Company, including the transfer of instructions for carrying out transactions (according to the Client's instructions and without exercising discretion on behalf of the Company and / or those employed by it) are not investment advice or portfolio management services.

3. **Relations to Financial Institutions & Assets**

   The Company may, from time to time, contract with financial institutions in Israel and abroad for the purpose of marketing various financial products issued by them, and may enjoy distribution fees and / or benefits and / or engage in another way, so that there is an "affinity", as defined in the Advice Law, between

the Company and those financial institutions which products the Company will market.

The Company may issue financial assets to the client. Furthermore, the Company is a corporation affiliated with Horizon Trading Rooms Ltd. ("**Ofakim**") and has an affiliation with the financial assets issued and / or managed by them. Since the Company has an affiliation with Ofakim, the Company may receive a benefit in connection with the execution of a transaction in the said financial assets or in connection with the continuation of their holding.

The Company is active in the Israeli capital market, operates and / or advises its clients, and may serve as an officer in corporations operating in the capital market in Israel, all subject to the provisions of the Advice Law.

In accordance with the provisions of the Advice Law, the Company's affiliation with the financial assets shall not be considered a conflict of interest between the Company and the Client.

4. **Disclosure**

The Company is engaged in investment marketing, and does not engage in investment advice, and therefore has the permission and may prefer a financial asset managed by the entities to which it has an affiliation over another financial asset, similar in its suitability to the Client to which the Company has no affiliation.

The Company is an affiliated corporation with an affinity to the following entities:

Okoora Financial Services Israel, Ltd.

Horizon Trading Rooms Ltd.

The Company and / or a company under its control and / or the company that controls it and / or a subsidiary of the Company may receive benefits from the entities stated above in connection with the execution of transactions and / or the management of financial risks and / or services or in connection with their holding.

The Company's maximum distribution fee are published on the Company's website.

The employees of the Company and / or those on its behalf, who are engaged in marketing, brokering and / or providing the services to the Client, may be rewarded for their contribution to marketing, brokering and providing the services from the management fees and / or other payments that the Company will charge the Client for the services provided.

Company may collect its Fees and/or receive other consideration from the Operating Companies, which provide the client with services in a financial asset.

THE CLIENT MAY CANCEL THIS AGREEMENT AT ANY TIME, BY PROVIDING A WRITTEN NOTICE TO THE COMPANY

The Company's services are provided via the Information System as this term is defined in the Framework Agreement. Phone or other means of providing the services must be agreed by the Company in advance, in writing.

5. **Clients Representations**

The Client represents that as part of the Agreement, it receives financial marketing services from the Company, which include risk management and transfer of execution instructions on their behalf and does not receive investment portfolio management services, and therefore the provisions of the Advice Law applicable to investment management services shall not apply to the relationship between the parties.

The Client represents that they are aware that the Company does not undertake to achieve any minimum annual return for the Client or to avoid any loss. The Company shall not insure the Client against losses and / or compensate him in any way for losses incurred by them as a result of marketing and / or risk management operations.

The Client is aware that the Company's actions are based, among other things, on details provided by the Client in the Client Needs Questionnaire Form, and therefore the Client's failure to provide any information regarding their needs and / or assets may impair the Company's ability to provide the services, and the Client waives, with their signature below, any claim and / or demand against the Company resulting from the non-transfer of such information by the Client

The Client is aware and agrees that the transfer of execution instructions for the purpose of making transactions in their accounts is done by the Company without exercising its own discretion, and therefore the Company is not responsible for errors in the execution of operations, due to technical malfunction and / or a misunderstanding in the delivery of the instruction by the Client to the Company and / or by the Company to the person performing the action, delay and / or failure to perform the operation by the operator for any reason, and the Company is not responsible for the results of the operation.

The Client is aware that the bank / transaction room with which transactions are made in their account is be entitled, at its own discretion, to refuse an instruction given to it, to perform an action on the account or to continue to perform an action or condition it on any condition due to deviation from the

credit line or collateral or for any other reason. The Client is aware that the amount of collateral required from the Client is determined by the bank / transaction room with which transactions are made in their account from time to time, and it is subject to changes that are not under the control and / or knowledge of the Company. The Client is aware that in the absence of collateral as required, the bank / transaction room may, at its own discretion, act in any way including closing transactions, selling or purchasing of underlying assets, and that the Client may suffer damages and / or expense and / or prevention of profit and / or loss. It is also agreed that the Company shall be exempt from liability for any damage and / or expense and / or loss of any kind, incurred by the Client due to the execution of an instruction by the bank / transaction room in a partial or different manner than the original instruction conveyed to the Company, regardless of the reason. In accordance with the above, the Client waives any claim and / or lawsuit and / or demand against the Company in respect of such an event.

The Client empowers the Company to provide them with the services, and perform any operation using a computerized system. It is expressly clarified and agreed that the Company shall be exempt from liability for any damage, loss or expense ("**Damage**"), which may be incurred by the Client as a result of using a computerized system and for any damage that may be caused to the Client as a result of revealing and / or disclosure of information to any third parties.

The Client must notify the Company of any error found or suspected to be found in the Clients account. The Company reserves the right to change or cancel any position, pending order or any transaction executed in the account by mistake or based on funds deposited by mistake etc., including the withdraw of any funds from the account to correct such error or mistake, by giving notice to the Client without the need for the Client's approval and without assuming any liability towards the Client or any third party. In case there are no sufficient funds in the Client's account to correct such error, the Client shall owe the Company such funds. The Company may freeze the Services until the resolution of the case according to the Company's discretion.

6. **Reporting**

The Company is subject to legal obligations regarding reporting and registrations, including with respect to the documentation of marketing conversations with the Client

The Company shall keep records of actions that the Client performs with its help and / or through it and shall present them to the Client from time to time upon their request.

The Client knows and agrees that the Company may (but is not obligated to) record, at its sole discretion, the telephone conversations with its Clients, and use them at its sole discretion. The Client agrees that such recordings will be used as evidence in any court and in any proceeding related to the issues covered by this document, but the above does not impose an obligation on the Company and / or anyone on its behalf to make such recording, and the Client does not and shall not have any claim, cause or demand against the Company.

7. **Service Fee**

   The Company shall charge a fee, at the rate specified on the Company's website, from the scope of any transaction made on the basis of investment marketing given by the Company to the Client (It is clarified that this commission does not constitute a refund of bank commissions for the execution of the transaction, and therefore the Company is entitled to the said commission in any case and regardless of the commission paid by the Client to the bank/transaction room, if and to the extent such commission was paid, for the execution of the transaction). This payment shall be paid from the Client's account at the bank / transaction room where the transaction was made or by directly charging the Client directly, plus VAT as required by law.

   The Company shall receive, up to the maximum fee, at the rate specified on the Company's website, a refund of bank or other financial institute commissions for the execution of the transactions.

8. **Risk Management Update**

   The updating of the Client's overall financial risk management policy shall be done by the Client, including based on the investment marketing to be provided by the Company. In any case of a change in the risk management policy, it is the Client's responsibility to deliver an updated policy signed by them to the Company. Until the receipt of the updated policy, the Company shall work to implement the existing financial risk management policy. In compliance with the law, the Company may freeze or stop the provision of various services to the Client, if the latter does not meet the requirements of the law, including but not limited to, checking changes in the Client's needs from time to time.

9. **Liability**

   The Client confirms that he is aware of the risks involved in financial markets transactions, including purchase and sale and / or writing of future transactions, options, swaps, and transactions in foreign exchange derivatives, interest rates, indices, and financial derivatives. The Client is aware that the foreign exchange market and the interest rate and financial markets are subject to impacts and

fluctuations due to many factors that are not under the control and / or knowledge of the Company and therefore, the Company does not undertake that the desired results will be realized or achieved from the proposed strategy and / or the strategy that will be proposed by the Company, or that acting in accordance with the proposed strategies will yield any profits. THE CLIENT ALSO KNOWS THAT TRANSACTIONS IN THE FOREIGN EXCHANGE MARKET, OPTIONS, FINANCIAL ASSETS, INCLUDING SHORT POSITIONS ARE TRANSACTIONS INVOLVING SPECIAL RISK, INCLUDING THE EXISTING RISK TO THE CLIENT LOSING HIS/HER ENTIRE INVESTMENT, AND THE EXISTING RISK OF WRITING A HIGH LOSS OPTION AND SIMILAR TRANSACTIONS, AND THE CLIENT CONFIRMS BY SIGNING THIS AGREEMENT THAT HE/SHE IS AWARE OF THE RISKS AND HAVE THE FINANCIAL ABILITY APPROPRIATE FOR SUCH TRANSACTIONS. THE CLIENT WAIVES ANY CLAIM AND / OR LAWSUIT AND / OR DEMAND AGAINST THE COMPANY IN RESPECT OF SUCH SPECIAL RISKS TRNASACTIONS, UNLESS FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

The Company is not responsible and does not undertake to achieve any return and / or a specific return and / or minimum profit and / or profit at any rate and / or to insure the Client against losses and / or to guarantee and / or commit to results or success of any transaction made on by the company if the Client chooses to act on the basis of the advice given to them. The Company is not responsible for the results of the operations and is not responsible for non-execution and / or errors in the execution of the Client's instructions passed by it to the people performing the operations.

All services provided by the Company are provided to the best of its knowledge and understanding, and any report and information provided by it or used by it as a basis for the provision of the Services is to the best of its knowledge and the Company is not liable for their correctness, reliability and the results of them being incorrect unless it is found that the Company acted with gross negligence.

The Company shall be exempt from any liability for damages, failure, loss of profits or expenses of any kind, which is incurred by the Client in connection with the provision of the services by the Company, and which were caused as a result of circumstances beyond the Company's control.

The Client is aware that the services do not include tax advisory, and therefore it is the Client's responsibility to independently seek professional advice regarding the tax provisions that apply to them regarding the receipt of the services and the consequences of receiving such services.

10. **Exclusivity**

    In order not to harm the nature and quality of services to the Client, the Client undertakes not to contract with an investment marketing company in parallel to their engagement in this Agreement with the Company with respect to the Client's account in the System.

    It is agreed that the Company may enter into agreements for the provision of similar services to other Clients, and / or continue to maintain agreements it is engaged in, for the provision of similar services.

    The Company and its shareholders shall be entitled to operate in securities and / or other assets for themselves and / or for Companies under their control and / or for corporations to which they provide various types of services, whether for a consideration or not, all subject to the provisions of the Advice Law.

11. **Confidentiality**

    The Company's obligation to confidentiality is set forth in the Framework Agreement. THE CLIENT SHOULD TAKE NOTE THAT THE COMPANY'S OBLIGATION IS SUBJECT TO ITS DUTY TO PROVIDE NOTICES ACCORDING TO THE LAW.

12. **Taxation**

    Any tax, levy, withholding or other mandatory payment that applies or will apply to the transactions and / or actions performed for the Client in compliance with this agreement, in compliance with any law and / or in compliance with the provisions of a competent authority and / or in an agreement between the Company and a competent authority, shall apply to the Client and shall be paid by them.

The provisions of this section are general and do not present a complete and detailed picture of the applicability of the tax on the actions and / or transactions that the Client will perform using the Company under this Agreement. The Client is aware that when considering carrying out actions and / or transactions through the Company, they must consult experts regarding the consequences of the taxes, if and to the extent they exist, on the action and / or transactions they wish to carry out.