MAALE BEIT HORON, L.P.

SUBSCRIPTION AGREEMENT

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, THE ISRAELI SECURITIES AUTHORITY NOR ANY STATE REGULATORY AUTHORITY NOR THE REGULATORY AUTHORITY OF ANY OTHER COUNTRY HAS APPROVED OR DISAPPROVED THIS SUBSCRIPTION AGREEMENT OR THE LIMITED PARTNERSHIP INTEREST PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE LIMITED PARTNERSHIP INTEREST HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE ISRAELI SECURITIES LAW OF 1968, AS AMENDED, NOR UNDER THE SECURITIES LAWS OF ANY OTHER COUNTRY, PROVINCE OR STATE, AND THE PARTNERSHIP IS UNDER NO OBLIGATION TO REGISTER THE LIMITED PARTNERSHIP INTEREST UNDER THE SECURITIES ACT OR ANY SUCH OTHER LAWS IN THE FUTURE.

THE LIMITED PARTNERSHIP INTEREST MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE WITH APPLICABLE SECURITIES LAWS AND WITH THE CONSENT OF THE GENERAL PARTNER. ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THE LIMITED PARTNERSHIP INTEREST AS WELL AS WITHDRAWALS FROM THE PARTNERSHIP ARE CONTAINED IN THE PARTNERSHIP'S AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT.

BASED UPON THE FOREGOING, INVESTOR MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF INVESTMENT IN THE LIMITED PARTNERSHIP INTEREST FOR AN INDEFINITE PERIOD OF TIME. INVESTOR IS ENCOURAGED TO SEEK INDEPENDENT LEGAL, INVESTMENT, ACCOUNTING AND TAX ADVICE BEFORE EXECUTING THIS SUBSCRIPTION AGREEMENT.

MAALE BEIT HORON, L.P.

INSTRUCTIONS FOR INVESTORS

If you are interested in purchasing a limited partnership interest in Maale Beit Horon, L.P. (the "**Partnership**"), please complete (and do not date) all applicable signature pages and exhibits of the Subscription Agreement. In addition, please complete the OECD common reporting standard individual or entity self-certification form ("**CRS**"). Please return all materials to Avraham Wingut at awingut@gmail.com.

Please direct any questions regarding this Subscription Agreement and/or the Partnership to Avraham Wingut at awingut@gmail.com.

NOTE: PLEASE DO NOT DATE ANY SIGNATURE PAGES

MAALE BEIT HORON, L.P.

LIMITED PARTNER SUBSCRIPTION AGREEMENT

_____, 2026

M.O.F G.P., L.P.
2 HaAdmor MiGur St., Bnei Brak 5152507, Israel

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Limited Partnership Agreement (the "**Partnership Agreement**") of Maale Beit Horon, L.P., an Israeli limited partnership (the "**Partnership**"), as furnished to the undersigned with respect to the offering of limited partnership interests in the Partnership; and (ii) this Limited Partner Subscription Agreement (this "**Agreement**"), by and among M.O.F G.P., L.P., an Israeli limited partnership, as the sole general partner of the Partnership (the "**General Partner**"), for and on behalf of the Partnership, and the undersigned subscribing investor (the "**Investor**"). The Partnership Agreement and this Agreement are collectively referred to herein as the "Offering Materials". Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Partnership Agreement.

The Investor hereby subscribes and agrees as follows:

1. **Subscription for a Limited Partnership Interest.** Subject to the terms and conditions set forth in this Agreement and in the Partnership Agreement, the Investor agrees: (i) to purchase from the Partnership a limited partnership interest (the "**Interest**") in the Partnership on the terms set out in the Partnership Agreement and this Agreement (except to the extent that an Interest in a lesser amount has been accepted by the General Partner pursuant to Section 9), payable in the manner and at the times as set forth in the Partnership Agreement; (ii) to become a party to and be bound by the Partnership Agreement as a Limited Partner of the Partnership; and (iii) to become a limited partner of the Partnership (a "**Limited Partner**"). In the event that the General Partner forms (or causes an Affiliate of the General Partner to form); pursuant to Section 3.8.2 of the Partnership Agreement, a Parallel Fund, this Agreement may be, at the election of the General Partner, a subscription for an interest in such Parallel Fund, in which case all references to the Partnership Agreement shall refer to the limited partnership agreement of the Parallel Fund chosen by the General Partner and all references herein to the Partnership shall refer to such Parallel Fund. The Investor acknowledges that the acceptance of this subscription is at the sole discretion of the General Partner that may determine to reject the subscription for any reason or no reason and/or to delay or cancel the formation of the Partnership. In the event the General Partner shall decide to form the Partnership in a jurisdiction other than Israel, this Agreement shall be deemed a subscription to such other entity, and all the provisions hereof shall apply and be in full force and effect with respect to such entity, *mutatis mutandis*.

2. **Representations and Warranties of the Investor.** The Investor hereby represents and warrants to, and agrees with, the Partnership and the General Partner as follows:

(a) **Suitability.** THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT, TAX ADVISER AND/OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) **Opportunity to Verify Information.** The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering of the Interests described in the Offering Materials, and to obtain any additional information necessary to verify the information contained in the Offering Materials or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Partnership.

(c) **Purchase for Investment.** The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment until the termination of the Partnership; (ii) that the Investor is purchasing the Interest for its own account and without a view towards distribution thereof; and (iii) that the Transfer of the Interest by the Investor and the admission of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement, the Israeli Partnership Ordinance [New Version], 5735-1975, as it may be amended or revised from time to time, and the laws of other jurisdictions; The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. Except as provided in the Partnership Agreement, the General Partner and the Partnership will have no obligation to recognize the ownership, beneficial or otherwise, of the Interest by anyone other than the Investor and the Investor will have no right to withdraw from the Partnership or to receive distributions in respect of the Interest. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time.

(d) **Additional Risk Factors.** The Investor is aware and acknowledges that: (i) the Partnership has no financial or operating history; (ii) the General Partner or another person or entity selected by the General Partner (which may be a partner or Affiliate thereof) will receive substantial compensation in connection with the management of the Partnership; (iii) the Investor is not entitled to cancel, terminate or revoke its subscription in the Partnership nor any of the powers and authority conferred herein and in the Partnership Agreement to the Partnership and/or the General Partner; and (iv) investment returns, if any, described in any supplemental letters or materials are not necessarily comparable to the returns, if any, which may be achieved on investments made by the Partnership.

(e) **Full Contribution.** The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution when due in respect of such Investor's Interest, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of all or a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

(f) **Exhibits.** The Investor has carefully reviewed and completed Exhibits A through E attached hereto and makes each of the representations set forth therein and such representations are true and correct in all respects.

(g) **No Need for Liquidity.** The Investor has no need for liquidity in connection with its purchase of the Interest, and is able to bear the risk of loss of its entire investment in the Interest.

(h) **Investment Objectives and Advice.** The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the General Partner or any of its partners or Affiliates for legal, accounting, investment, or tax advice with respect to an investment in the Partnership and understands that none of the Offering Materials or any additional written document executed by the General Partner or an authorized representative thereof provides or is intended to provide any such advice. With regard to all such matters,

the Investor has obtained independent expert advice to the extent Investor has deemed necessary or desirable.

(i) **Securities Laws.** The Investor received the Offering Materials and first learned of the Partnership in the country, territory, state or other jurisdiction identified in the address of the Investor set forth on the Investor's signature page hereto, and intends that the securities laws of that country, territory, state or other jurisdiction alone shall govern the offer and sale of the Interest to the Investor. The Investor understands that no governmental agency or authority has passed upon or will pass upon the offer or sale of the Interest or has made or will make any finding or determination as to the fairness of this investment.

(j) **Power and Authority; No Conflicts.**

If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association: (i) it has the requisite power and authority to execute and deliver this Agreement and the Partnership Agreement; (ii) the person signing this Agreement on behalf of the Investor has been duly authorized to execute this Agreement and the Partnership Agreement; and (iii) such execution, delivery and performance by the Investor of such agreements do not violate, or conflict with, the terms of any agreement or instrument to which the Investor is a party or by which it is bound.

If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interest and to execute and deliver this Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the Investor enforceable against the Investor in accordance with their respective terms. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(k) **Knowledge and Experience.** The Investor currently have, and the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership.

(l) **No Borrowings.** The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any Affiliate of the foregoing.

(m) **Partnership Counsel Does Not Represent the Investors.** The Investor understands and acknowledges that Meitar | Law Offices ("**Counsel**") represents only the Partnership, the General Partner, the Management Company and certain of their respective Affiliates, and not the Investor, in connection with the formation of the Partnership and the sale of the Interest, and that the Investor should consult its own legal and tax advisers in connection therewith. The Investor also understands that no independent counsel has been retained to represent the Limited Partners. The Investor acknowledges that Counsel has not independently verified any factual assertions made to the Investor and is not responsible for the Partnership's compliance with its investment program or applicable law. The Investor represents that it has not relied upon Counsel's participation in the preparation of the Offering Materials or its representation of the parties named above in connection with its investment in the Partnership.

(n) **Privacy Notice.** The Investor acknowledges receipt of the Partnership's privacy notice attached as Exhibit D (the "**Fund Privacy Notice**"). The Investor shall promptly provide the Fund Privacy Notice to (i) each individual whose personal data the Investor has provided or will provide to the Partnership or any of its delegates in connection with the Investor's investment in the Partnership (such as directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents) and (ii) any other individual connected to the Investor as may be requested by the Partnership or any of its delegates. The Investor shall also promptly provide to any such individual, on request by Partnership or any of its delegates, any updated versions of the Fund Privacy Notice and the privacy notice (or other data protection disclosures) of any third party to which the Partnership or any of its delegates has directly or indirectly provided that individual's personal data.

(o) **Nominees and Custodians.** If the undersigned is acting as nominee or custodian for another person or entity in connection with the purchase or holding of the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the "Investor" are true and accurate with regard to each person or entity for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in the exhibits attached hereto are true with respect to, and accurately describe, each person or entity for which the undersigned is acting as nominee or custodian. Each person or entity for which the undersigned is acting as nominee or custodian will not Transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such person or entity were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. If the undersigned is acting as nominee or custodian for another person or entity, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person or entity for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

(p) **Final Form.** The Investor understands and acknowledges that its purchase of an Interest in the Partnership shall be subject to the terms and conditions of this Agreement and the Partnership Agreement, in each case in the definitive form as shall be executed by the parties hereto and thereto, and as the same may be amended from time to time in accordance with their respective terms.

(q) **Anti-Money Laundering**. The Investor hereby acknowledges that the Partnership seeks to comply with all applicable sanctions imposed under the laws, regulations or executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), pursuant to 31 C.F.R. Sub. B, Chap. V ("**OFAC Sanctions**"), the Anti Money Laundering Law, 5670-2000 of the State of Israel, and all other applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor, on behalf of itself, its "controlling parties" (as defined below in this Section 2(x)) and any disclosed or undisclosed principal for which the Investor is acting as a nominee or other type of agent, certifies, based on appropriate diligence and investigation, that:

(1) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not named on any prohibited lists maintained by the U.S. government, including, but not limited to, the OFAC list of Specially Designated Nationals and Blocked Persons or under the European Union ("**EU**") and United Kingdom ("**UK**") Regulations, and is not operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by the United Nations, EU or UK;

(2) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not otherwise the target of any OFAC Sanctions or sanctions issued by the United Nations, EU or UK;

(3) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is prohibited under the OFAC Sanctions or Israeli law, and no cash, property or item of value that Investor receives from the Partnership will be used in any transaction or manner that is prohibited under the OFAC Sanctions or Israeli law;

(4) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is deemed criminal under United States law or Israeli law; and

For purposes of this Section 2(x), "controlling party" means any person or entity who owns more than 50% of the economic interest in another person or entity or controls the board of directors or similar governing body, the day-to-day operations or material business decisions of such other person or entity.

The Investor agrees to promptly provide to the General Partner any additional information regarding the Investor or its beneficial owners that the General Partner deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, the General Partner may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, but not limited to those actions described in the Partnership Agreement. The Investor further understands that the Partnership or General Partner may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to proper authorities if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules, regulations and administrative pronouncements under the laws set forth in this Section 2(q).

The Investor represents and warrants that it is not and, to the best of its knowledge or belief, none of its beneficial owners, controllers or authorized persons ("**Related Persons**") (if any) is, a politically exposed person[1], or a family member[2] or close associate[3] of a politically exposed person, or is acting on behalf of a politically exposed person, or is a shell bank[4]. Further, the Investor understands that enhanced due diligence may need to be undertaken, and the General Partner reserves the right to decline the subscription, where the Investor or any of its Related Persons is a politically exposed person, or a family

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[1] "**politically exposed person**" means (a) a person who is or has been entrusted with prominent public functions by a foreign country, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executive of a state owned corporation, and important political party official; (b) a person who is or has been entrusted domestically with prominent public functions, for example a Head of State or of government, senior politician, senior government, judicial or military official, senior executives of a state owned corporation and important political party official; and (c) a person who is or has been entrusted with a prominent function by an international organization like a member of senior management, such as a director, a deputy director and a member of the board or equivalent functions.

[2] "**family member**" means the spouse, parent, sibling or child of a politically exposed person.

[3] "**close associate**" means any natural person who is known to hold the ownership or control of a legal instrument or person jointly with a politically exposed person, or who maintains some other kind of close business or personal relationship with a politically exposed person, or who holds the ownership or control of a legal instrument or person which is known to have been established to the benefit of a politically exposed person.

[4] "**shell bank**" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

member or close associate of a politically exposed person, or is acting on behalf of a politically exposed person. The Investor represents and warrants that, to the best of its knowledge, its subscription funds do not originate from, nor will they be routed through, an account maintained at a shell bank, and/or a bank organized or chartered under the laws of a country or territory that is designated by the FATF as a "High Risk Jurisdiction subject to a Call for Action".

The Investor acknowledges and agrees that (i) should the Investor or a Related Person be, or become at any time during its investment in the Partnership, a sanctions subject, the General Partner or its duly authorized delegate may immediately and without notice to the Investor cease any further dealings with the Investor and/or the Investor's interest in the Partnership until the Investor ceases to be a sanctions subject or a license is obtained under applicable law to continue such dealings (a "**Sanctioned Persons Event**"), and (ii) the Partnership, the General Partner, any administrator and any investment manager shall have no liability whatsoever for any liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of revenue, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) incurred by the Investor as a result of a Sanctioned Persons Event.

The Investor acknowledges that the Partnership and the General Partner or any of its or their directors or agents, may be compelled to provide information, subject to a request for information made by a regulatory or governmental authority or agency under applicable law. Disclosure of confidential information under such laws shall not be regarded as a breach of any duty of confidentiality and, in certain circumstances, the Partnership and the General Partner or any of its or their directors or agents, may be prohibited from disclosing that the request has been made.

(r) The Investor hereby acknowledges and agrees that the Partnership and the General Partner and/or any of its or their directors, employees or agents, may provide any information (including due to a request for information made thereby) to any taxation, regulatory or governmental authority, agency, or any other authority under any applicable law and jurisdiction and such disclosure is hereby approved and, in certain circumstances, the Partnership and the General Partner or any of its or their directors, employees or agents, may be prohibited from disclosing that the request has been made. The Investor is, and shall at all times remain, fully compliant with all its reporting obligations in connection with its investment in the Partnership and pays, and shall at all times pay, all taxes applicable to it in each relevant country in connection with its investment in the Partnership. The General Partner and/or the Partnership may permit any bank to provide information and/or documents to any authorized authority. All the funds contributed by the Investor to the Partnership shall be legal and not subject to any money laundering. Any distribution from the Partnership shall be made to any account which owners are identical to the owners of the account from which the capital contributions were made. The Investor agrees that the General Partner may disclose and provide to any taxing authority or other relevant authority in any country any document and/or information with respect to its investments in the Partnership and waives any confidentiality with respect thereto.

(s) Investor has not and is not currently acting in any public office unless notice thereof was provided to the General Partner, together with the details of such office.

(t) The Investor represents and warrants that, to the best of its knowledge, its subscription funds do not originate from, nor will they be routed through, an account maintained at a shell bank[5] and/or a bank organized or chartered under the laws of a foreign country or territory that is designated

[5] **"shell bank**" means any institution that accepts currency for deposit and that (a) has no physical presence in the jurisdiction in which it is incorporated or in which it is operating, as the case may be, and (b) is unaffiliated with a regulated financial group that is subject to consolidated supervision.

as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force. Neither Investor nor any of its affiliates (i) has discretionary authority or control, or otherwise provides investment advice, with respect to the assets of the Partnership or (ii) provides investment advice for a fee (direct or indirect) with respect to the assets of the Partnership. For this purpose, an "affiliate" includes any person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person and "control" with respect to a person other than an individual means the power to exercise a controlling influence over the management of policies of such person.

(u) The Investor represents and warrants that all personal data provided to the Partnership or its delegates by or on behalf of the Investor has been and will be provided in accordance with applicable laws and regulations, including, without limitation, those relating to privacy or the use of personal data. The Investor shall ensure that any personal data that the Investor provides to the Partnership or its delegates is accurate and up to date, and the Investor shall promptly notify the General Partner if the Investor becomes aware that any such data is no longer accurate or up to date.

(v) **Israeli Tax Ruling.** The Investor acknowledges that the Partnership intends to submit a request for, and negotiate the terms of, a ruling with the Israeli Tax Authorities with respect to the Israeli taxation of the Partnership and the Partners ("**ITA**" and the "**Israeli Tax Ruling**", respectively). There is no assurance that the Israeli Tax Ruling will be granted or that, if granted, it will be granted in the same manner and under the same terms provided in the application for the Israeli Tax Ruling, and thus the tax implications of an investment in the Partnerships may be different than as requested in the application for the Israeli Tax Ruling. Furthermore, the issuance of the Israeli Tax Ruling is not a condition to the closing of the Partnership. The General Partner shall be authorized to require any Partner to provide information in writing or otherwise, as may be required under, or in order to apply for, obtain, or to comply with, the Israeli Tax Ruling, and each Partner shall be obligated to use commercially reasonable efforts to timely comply in full with all such requirements. The Investor understands that the failure by the Investor to provide information and/or certifications as required by this Agreement, the Partnership Agreement and the Israeli Tax Ruling may result in the Investor's not receiving all or a portion of the benefits that may be conditioned on the provision of such information. By signing or acceding to this Agreement, each of the Partners hereby gives its prior consent to the terms of any Israeli Tax Ruling as those terms apply to such Partner. For the avoidance of doubt, each Partner acknowledges and understands that the issuance of the Israeli Tax Ruling and its terms are in the sole discretion of the ITA. Each Partner acknowledges that the Partnership shall neither be responsible to timely and fully report nor to pay taxes in any jurisdictions that may be relevant to each Partner's tax situation, in respect of the income allocable from the Partnership to such Partner.

(w) **Warehouse Investments**. The Investor acknowledges, confirms and ratifies that the General Partner, the Principals or anyone on their behalf may have commenced operations intended to be taken over by the Partnership prior to its formation and/or prior to the execution of the Partnership Agreement including, without limitation, making investments therefor (the "**Warehouse Investments**"). Warehouse Investments may be held by the General Partner, a Principal or anyone on their behalf, and shall be transferred to the Partnership on or around the Initial Closing Date at cost in the manner determined by the General Partner (including, without limitation, in kind contribution).

3. **Closing and Capital Contributions.** The closing of the sale and purchase of the Interest (the "**Closing**") shall take place on such date and at such time and place as shall be selected by the General

Partner. The initial capital contribution for the purchase of the Investor's Interest as well as each additional capital contribution shall take place at such times and in the manner specified in the Partnership Agreement.

4. **Agreements with Other Limited Partners.** The purchases of the Interest by the Investor and interests in the Partnership by the other Limited Partners are to be separate purchases from the Partnership and the sales of the Interest to the Investor and interests in the Partnership to the other Limited Partners are to be separate sales by the Partnership. This Agreement and the subscription agreements to be executed by such other Limited Partners are sometimes collectively referred to herein as the "Subscription Agreements."

5. **Power of Attorney.**

(a) The Investor hereby appoints the General Partner, and each person from time to time serving as a member, director or officer of the general partner of the General Partner (collectively, the "Attorneys"), and each acting singly with full power of substitution, as the Investor's agent and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file for and on behalf of the Investor, and in its name, place and stead (i) the Partnership Agreement substantially in the form provided to the Investor and/or any other document required to admit the Investor as a Limited Partner, (ii) all instruments, documents and certificates which may, from time to time, be required to obtain and maintain the effectiveness of the Israeli Tax Ruling, including an acknowledgement addressed to the Israeli Tax Commission, (iii) any documentation in order to admit a limited partner to the Partnership and enable them to become a party to the Partnership Agreement and any Subscription Agreement and (iv) any other certificate, consent, or other instrument which may be required by law to be filed by the Partnership or the partners thereof under the laws of any country, territory, state or other jurisdiction, if the Attorney deems such filing necessary or desirable, in each case said signature thereon on behalf of the Investor being conclusive evidence of the approval of the Investor of the terms thereof.

(b) The foregoing grant of authority (1) is a special power of attorney deemed coupled with an interest in favor of and to secure obligations owed to the Attorney and as such shall be irrevocable and shall survive the death or disability of a Limited Partner that is a natural person or the merger, dissolution or other termination of the existence of a Limited Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Limited Partner of the whole or any portion of its Interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Attorneys to execute, acknowledge and file any instrument necessary to effect any permitted admission of the assignee for the assignor as a Limited Partner and shall thereafter terminate. The Investor hereby acknowledges that it and each other Limited Partner has executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

6. **Expenses.** Each party hereto will pay its own expenses relating to this Agreement and the purchase of the Investor's Interest in the Partnership hereunder.

7. **Amendments.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

8. **Reduction or Rejection of Subscription.** The Investor acknowledges that the subscription for the Interest contained herein may be reduced or rejected by the General Partner in its sole

discretion at any time prior to the Closing. If the subscription is rejected in full by the General Partner, this Subscription Agreement shall thereafter be deemed terminated and without further force or effect.

9. **FATCA,CRS and Automatic Exchange of Information.**

For the purposes of the following provisions, "AEOI" means:

i. sections 1471 to 1474 of the US Internal Revenue Code of 1986 and any associated legislation, regulations or guidance, and any other similar legislation, regulations or guidance enacted in any other jurisdiction which seeks to implement similar financial account information reporting and/or withholding tax regimes;

ii. the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters – the Common Reporting Standard (the "**CRS**") and any associated guidance;

iii. any intergovernmental agreement, treaty, regulation, guidance or any other agreement between Israel and the US, the UK or any other jurisdiction (including any government bodies in such jurisdiction), entered into in order to comply with, facilitate, supplement or implement the legislation, regulations or guidance described in paragraph (i); and

iv. any legislation, regulations or guidance in Israel that give effect to the matters outlined in the preceding paragraphs.

The Investor acknowledges and agrees that:

(a) the Partnership is required to comply with the provisions of AEOI;

(b) it will provide, in a timely manner, such information regarding the Investor and its beneficial owners and such forms or documentation as may be requested from time to time by the Partnership (whether by its General Partner or other agents) to enable the Partnership to comply with the requirements and obligations imposed on it pursuant to AEOI, specifically, but not limited to, forms and documentation which the Partnership may require to determine whether or not the relevant investment is a "Reportable Account" (under any AEOI regime) and to comply with the relevant due diligence procedures in making such determination;

(c) any such forms or documentation requested by the Partnership or its agents pursuant to paragraph (b), or any financial or account information with respect to the Investor's investment in the Partnership, may be disclosed to the Israeli Tax Authorities (or any other Israeli governmental body which collects information in accordance with AEOI) and to any withholding agent where the provision of that information is required by such agent to avoid the application of any withholding tax on any payments to the Partnership;

(d) it waives, and/or shall cooperate with the Partnership to obtain a waiver of, the provisions of any law which:

(i) prohibits the disclosure by the Partnership, or by any of its agents, of the information or documentation requested from the Investor pursuant to paragraph (b); or

(ii) prohibits the reporting of financial or account information by the Partnership or its agents required pursuant to AEOI; or

(iii) otherwise prevents compliance by the Partnership with its obligations under AEOI;

(e) if it provides information and documentation that is in any way misleading, or it fails to provide the Partnership or its agents with the requested information and documentation necessary in either case to satisfy the Partnership's obligations under AEOI, the Partnership reserves the right (whether or not such action or inaction leads to compliance failures by the Partnership, or a risk of the Partnership or its investors being subject to withholding tax or other costs, debts, expenses, obligations or liabilities (whether external, or internal, to the Partnership) (together, "costs") under AEOI:

(i) to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of the Investor; and

(j) (to hold back from any redemption or repurchase proceeds, dividend payments or any other distributions, or to deduct from the Investor's distributions, any costs caused (directly or indirectly) by the Investor's action or inaction; and

(f) it shall have no claim against the Partnership, or its agents, for any form of damages or liability as a result of actions taken or remedies pursued by or on behalf of the Partnership in order to comply with AEOI.

The Investor hereby indemnifies the Partnership, the General Partner and the Management Company, and each of their respective principals, members, managers, officers, directors, stockholders, employees and agents (each an "AEOI Indemnitee") and holds them harmless from and against any AEOI related liability, action, proceeding, claim, demand, costs, damages, expenses (including legal expenses) penalties or taxes whatsoever which the Partnership, the General Partner and/or the Management Company may incur as a result of any action or inaction (directly or indirectly) of the Investor (or any related person) described in paragraphs (a) to (f) above. This indemnification shall survive the Investor's death or disposition of its interest in the Partnership.

10. **Additional Investor Information; Indemnity.** The Investor understands that the information provided herein (including the exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may be requested by the General Partner to determine the eligibility of the Investor to purchase or hold the Interest. The Investor represents and agrees that the information provided herein (including the exhibits hereto) regarding the Investor is true, complete, and correct as of the date it executes this Agreement and will be true and correct as of the Closing and as of the date of each capital contribution by the Investor to the Partnership. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in any exhibit or schedule hereto regarding the Investor prior to the Closing or at any time during the term of the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. The Investor will furnish to the Partnership, upon request, any other information about the Investor determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding up or termination of the Partnership, or otherwise in connection with the laws and regulations of the State of Israel or any other jurisdiction whose regulations apply to the Partnership or its duly authorized delegate; provided that (A) such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense and (B) the Investor's obligations with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential. The Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any Affiliate of the Partnership or the General Partner, and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Agreement (including the exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership. Notwithstanding any provision of the Partnership Agreement to the contrary, all representations, warranties, acknowledgements and agreements of the Investor contained in this Subscription Agreement shall survive

the execution and delivery of this Subscription Agreement and the admission of the Investor as a limited partner.

A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement, except that each person indemnified hereunder (an "**Indemnified Person**") may in their own right enforce Section 10 of this Agreement subject to and in accordance with the provisions of applicable law. Notwithstanding any other term of this Agreement, the consent of any person who is not a party to this Agreement (including without limitation any Indemnified Person) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

11. **Non-Petition.** The Investor agrees that it shall not, under any circumstances, file a winding up on the just and equitable ground against the Partnership in connection with its investment in the Partnership or make any other equivalent application before the courts of any jurisdiction.

12. **General.** This Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall not be assignable by the Investor without the prior written consent of the General Partner, and (iv) shall, if the Investor consists of more than one person or entity, be the joint and several obligation of all such persons or entities. Two or more duplicate originals of this Agreement may be executed by the undersigned and accepted by the Partnership and/or General Partner, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Israel. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Captions and headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

* * *

THE INVESTOR MUST COMPLETE, SIGN AND DELIVER THE FOLLOWING LIMITED PARTNER SIGNATURE PAGE AND EXHIBITS TO THE GENERAL PARTNER

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned executes this Agreement and acknowledges by its signature below that it (i) has reviewed this Agreement and such additional information it deems appropriate in connection with its investment in the Partnership, and (ii) agrees to be bound by the terms hereof on the date first set forth above. Upon acceptance below by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership.

Investment Capital Commitment in USD:

$_____

_____
(Print or Type Name of the Investor)

State/Province and Country of Residence of Investor for Tax Purposes:_____

By: _____

Social Security or Tax Identification No.:

(Print Name)_____

_____

(Title, if applicable)_____

Address of Investor (please refer to §2(i)):

_____

_____

For Individuals Only: if the Investor is an individual signing this Agreement on his or her own behalf, the Investor's signature must be witnessed and such witness must sign below:

In the presence of:

Telephone No.:_____

By: _____ *[Signature]*

Facsimile No.:_____

(Print Name of Witness)_____

E-mail address:_____

Type of Entity (*e.g.*, individual, corporation, estate, trust, partnership, tax exempt organization, nominee, custodian): _____

If the year end of the Investor for tax purposes is *not* December 31, specify tax year end:_____

Tax-Exempt Partner[6] Yes ____ No ____ FOIA Partner Yes ____ No ____

Fund of Funds Yes ____ No ____

Type of Individual or Entity.

Please mark the category that applies to the Investor:

_____ Individual (*i.e.*, a natural person)

[6] Any Partner that is generally exempt from federal income taxation under Section 501 of the Code, or is a partnership or other flow-through entity for United States federal income tax purposes if any partner, member or other beneficial owner of such partnership or other flow-through entity is so exempt.

_____ Individual Retirement Account, Keogh, 401(k) Plan or similar individual retirement plan

_____ Limited Partnership

_____ Limited Liability Company

_____ General Partnership

_____ Corporation

_____ Revocable Trust

_____ Other type of Trust (indicate type of Trust below):

_____

_____ Other type of organization (indicate type of organization below):

_____

The Investor is transferring funds from a bank account in its name Yes ____ No ____

Name of bank: _____

Country where bank is located: _____*

*Additional information may be required per the Investor's answer to these questions.

The General Partner for itself and on behalf of the Partnership and existing Limited Partners of the Partnership hereby accepts the foregoing subscription and admits the Investor as an additional Limited Partner.

Executed by:

M.O.F G.P., L.P., by its general partner MOSHE BAT SHEVA AVRAHAM LTD., on its own behalf and on behalf of each Limited Partner of the Partnership and on behalf of the Partnership.

By: _____
Name:
Title:
Date:

LIMITED PARTNER CONTACT INFORMATION

Please complete the following information for each individual who will receive notices and other communications from the Partnership or the General Partner:

Name: Title: Address: Phone: Fax: Email:	Authorized to receive: (Check all that apply) Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution Legal Documents	Primary or CC ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Name: Title: Address: Phone: Fax: Email:	Authorized to receive: (Check all that apply) Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution Legal Documents	Primary or CC ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Name: Title: Address: Phone: Fax: Email:	Authorized to receive: (Check all that apply) Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution Legal Documents	Primary or CC ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Name: Title: Address: Phone: Fax:	Authorized to receive: (Check all that apply) Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution Legal Documents	Primary or CC ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐

Email:

Exhibit A

U.S. PERSON STATUS

The Investor hereby represents and warrants that it is correctly and in all respects described by the category or categories set forth below.

A. The Investor **is a U.S. Person** because the Investor is an entity that falls within one of the following categories of a "U.S. Person" set forth in Rule 902(k) of Regulation S under the Securities Act:

(Please Check All That Apply)

☐ A natural person resident in the United States of America, its territories and possessions, any state of the United States, or the District of Columbia (the "United States").

☐ A partnership or corporation organized or incorporated under the laws of the United States.

☐ An estate of which any executor or administrator is a U.S. Person, unless the estate is governed by non-U.S. law and an executor or administrator who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate.

☐ A trust of which any trustee is a U.S. Person, unless a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.

☐ An agency or branch of a foreign entity located in the United States.

☐ A non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person.

☐ A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States unless such account is held for the benefit or account of a non-U.S. Person.

☐ A partnership or corporation if:

- organized or incorporated under the laws of any non-U.S. jurisdiction, and
- formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by "accredited investors" (as defined in Regulation D of the Securities Act) who are not natural persons, estates or trusts.

B. The Investor **is not a U.S. Person** because:

☐ The Investor (*all must apply*):

- is an agency or branch or agency of a U.S. Person located outside the United States; and
- is operating for valid business reasons; and
- is engaged in the business of insurance and banking, and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where it is located.

☐ The Investor is an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country.

☐ The Investor is an estate of which any executor or administrator is a U.S. Person, unless the estate is governed by non-U.S. law and an executor or administrator who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate.

☐ The Investor is the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, or such organization's agency, affiliate or pension plan, or any other similar international organization, or such organization's agency, affiliate or pension plan.

☐ The Investor does not fall into any of the categories of U.S. Persons set forth in (A) above.

C. If the Investor has indicated that it **is not a U.S. Person** in Part (B) above, the Investor represents that:

☐ (i) it executed this Subscription Agreement outside of the United States; (ii) it is not acquiring the Interest for the account or benefit of a U.S. Person; and (iii) neither the General Partner, the Partnership nor any Person acting on their behalf has made any offer or sale of an Interest in the United States to the Investor.

Exhibit B

ISRAELI TAX STATUS

(Please Check All that Apply)

☐ The Investor is a resident of Israel for Israeli income tax purposes.

☐ The Investor is organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership.

☐ Less than 25% of the beneficial ownership in the right to incomes or profits or other means of control in the Investor lies with Israeli residents.

☐ The Investor is not a resident of Israel for Israeli income tax purposes. The investor is a resident of _____ for income tax purposes. The Investor has not been organized or formed for the purpose of permitting an Israeli resident to invest in the Partnership.

☐ The Investor is exempt from tax in its country of residence. The exemption is under section ____ of _____, because the Investor is _____. *[Please provide the applicable exemption under the applicable code or law of Investor's jurisdiction of residence.]*

☐ The Investor is an exempt foreign investor in accordance with the following definition of 'exempt foreign investor':

"A pension or long-term savings entity or public institution, that is a resident of a country with which Israel has a treaty for the avoidance of double taxation, and is permanently tax exempt in its country of residence, including in respect of the investments which are the subject matter of the Israeli Tax Ruling, were such investments made in its country of residence, and is similar in character to the corresponding Israeli entity (a provident fund or public institution)." *[If this box is checked, the Investor needs to provide the General Partner with either a certificate from an accountant or lawyer and a certificate that such exempted foreign investor invests directly in the Fund and its investment is not a conduit for investments by another entity]*

☐ Other than the beneficial owners of the Investor listed below, the Investor is not aware of any of its beneficial owners being Israeli residents for Israeli income tax purposes: *[if the Investor has no beneficial owners that are Israeli residents for Israeli tax purposes, please write "none"; In the event that Investor is a "Fund of Funds" or another pooled investment vehicle, ____% of beneficial ownership of Investor lies with non-Israeli residents, ____% lies with Israeli exempt investor, ____% lies with Israeli non-exempt investor)*

☐ The Investor does not have a permanent establishment or other place of business in Israel.

☐ The Investor is not subject to tax in Israel on his income from the Fund by virtue of being the settlor, trustee or beneficiary of a trust (*to be completed only in case of settlor, trustee or beneficiary of a trust)*.

☐ The Investor is a partnership, intermediary or other flow-through entity that is not itself subject to tax in its country of organization, but rather the interest holders of such entity are required to recognize their allocable share of the entity's income.

_____

(Print or Type Name of the Investor)

By:
(Name)
(Title, if applicable)

Exhibit C

ISRAELI SECURITIES LAW OF 1968 REPRESENTATIONS

The Partnership requires Investor to make certain representations under the Israeli Securities Law. Section 15A(b) of the Israeli Securities Law, 5728-1968 (the "Israeli Securities Law") states that for the purpose of the "public offering or sale" rules, offers of securities to certain categories of investors are not taken into account. Please mark one of the following (*and if Investor is an entity, please be sure to answer from the perspective of the entity itself*). Investor hereby represents and warrants, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which Investor or its authorized representative has signed his, her or its name.

(i) Investor represents that (please check all that apply) he, she or it is:

(1) ☐ a qualified investor (as listed below).

(2) ☐ (i) a controlling[7] party, general manager or a director of the Partnership, or (ii) controlled by the Partnership.

(3) ☐ not any of the foregoing.

(ii) The "qualified investors" are set out in Schedule 1 to the Israeli Securities Law, and are set forth below. Is the Investor described by one of the following categories under the First Schedule to the Israeli Securities Law, 5728-1968 (please check all that apply):

(1) ☐ A joint investments mutual fund, within its meaning in the Israeli Joint Investment Trust Law 5754-1994, or a management company for such a fund;

(2) ☐ A provident fund or its management company, within their meaning in the Israeli Regulation of Financial Services Law (Provident Funds), 5765-2005;

(3) ☐ An insurer, within its meaning in the Israeli Regulation of Insurance Businesses Law 5741-1981;

(4) ☐ A banking corporation and an auxiliary corporation, within their meaning in the Israeli Banking (Licensing) Law 5741-1981, with the exception of joint services companies, acquiring for their own behalf or on behalf of investor clients who fall within the categories listed in section 15A(b) of the Israeli Securities Law 5728-1968[8];

(5) ☐ A portfolio manager, within its meaning in section 8(b) of the Israeli Regulation of Investment Advice, Investment Marketing and Investment Portfolio Management Law 5755-1995, who acquires for himself or for investor clients who fall within the categories listed in

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[7] The term "control" is defined under the Israeli Securities Law as, the ability to direct the activity of a corporation, excluding an ability derived merely from holding the position of a director or another officer in the corporation, and a person shall be presumed to control a corporation if it holds half or more of at least one of the following means of control: (i) the right to vote at a general meeting of a company or a corresponding entity of another corporation or (ii) the right to appoint the directors of the corporation or its general manager.

[8] If checked, please note that any bank that purchases securities on behalf of a client or other third party must obtain a copy of this Subscription Agreement signed by such person.

section 15A(b) of the Israeli Securities Law 5728-1968[9];

(6) ☐ An investment advisor or investment distributor, including without limitation a company that is licensed as an investment advisor or provider of investment marketing services, as such terms are defined in section 7(c) of the Israeli Regulation of Investment Advice, Investment Marketing and Investment Portfolio Management Law 5755-1995, who acquires for himself;

(7) ☐ A stock exchange member who acquires for himself or for investor clients who fall within the list in section 15A(b) of the Israeli Securities Law 5728-1968[10];

(8) ☐ An underwriter who meets the qualifications under section 56(c) of the Israeli Securities Law 5728-1968, who acquires for itself;

(9) ☐ A venture capital fund; for this purpose, a "venture capital fund" means a corporation, the main activity of which is investing in corporations, which at the time the investment is made, are primarily engaged in research and development or in the manufacture of innovative and high-tech products or processes, where the risk of investment is higher than what is customary for other investments;

(10) ☐ A corporation[11] which is wholly owned by investors listed in section 15A(b) of the Israeli Securities Law 5728-196;

(11) ☐ A corporation, except for a corporation that was incorporated for the purpose of purchasing the Partnership Interest in Partnership, which its equity (including pursuant to foreign accounting rules, international accounting regulations and U.S. generally accepted accounting rules, as defined in the Israeli Securities Law Regulations (Preparation of Annual Financial Statements)) exceeds NIS 50,222,451[12]; or

(12) ☐ An individual which acquires for himself/herself and complies with at least one of the following criteria[13]:

☐ (a) the total value of Liquid Assets[14] owned by the individual (or the individual's Family Unit) exceeds NIS 9,411,809;

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[9] If checked, please note that any portfolio manager that purchases securities on behalf of a client or other third party must obtain a copy of this Subscription Agreement signed by such person.
[10] If checked, please note that any such member that purchases securities on behalf of a client or other third party must obtain a copy of this Subscription Agreement signed by such person.
[11] The term corporation is defined under Section 3 to the Israeli Interpretation Law, 5741-1981 as a "legal entity, capable of bearing obligations and rights and performing legal actions." Such term would generally refer to corporations and partnerships, among others.
[12] If this item is checked, please provide appropriate verifications.
[13] If any of items (a), (b) or (c) to this Section 4(h)(ii)(12) is checked, please attach attorney or CPA confirmation or other relevant confirmation of such representation dated no earlier than 3 months prior to the Subscriber's signing of this Subscription Agreement.
[14] "Liquid Assets" – cash, deposits, Financial Assets as defined in the Law for the Regulation of Investment Advice, Investment Marketing and Investment Portfolio Management—1995, and other exchange traded securities.

☐ (b) the individual's income in each of the past two years in excess of NIS 1,411,772, or the income of such individual's Family Unit [15] exceeds NIS 2,117,657; or

☐ (c) the individual's total Liquid Assets exceeds NIS 5,882,380 and his/her income in each of the last two years exceeds NIS 705,885 or the income of such individual's Family Unit exceeds NIS 1,058,827.

By checking any of the above categories, the Investor hereby agrees to be deemed a "Qualified Investor" and represents that he, she or it is aware of the implications of such determination, and acknowledges and consents thereto.

_____

(Print or Type Name of the Investor)

[Sign Below]:

By:_____

(Name)_____

(Title, if applicable)_____

[15] "Family Unit" – an individual and the family members who are living with him/her or which are financially supporting each other.

Exhibit D

Israeli Data Privacy Notice

Maale Beit Horon, L.P. (the "**Partnership**") is a fund created under the laws of the State of Israel. The purpose of this document is to provide you with information on the Partnership's use of your personal data in accordance with the Israeli Protection of Privacy Law, 1981 and, as applicable in respect of EU data subjects, the EU General Data Protection Regulation (together, the "**Data Protection Legislation**").

If you are an individual investor, this will affect you directly. If you are an institutional investor that provides us with personal data on individuals connected to you for any reason in relation to your investment with us, this will be relevant for those individuals and you should transmit this document to such individuals or otherwise advise them of its content.

Your personal data will be processed by the Partnership, and by persons engaged by the Partnership. Under the Data Protection Legislation, you have rights, and the Partnership has obligations, with respect to your personal data. The purpose of this notice is to explain how and why the Partnership, and persons engaged by the Partnership, will use, store, share and otherwise process your personal data. This notice also sets out your rights under the Data Protection Legislation, and how you may exercise them.

Your personal data

By virtue of making an investment in the Partnership (including the initial application and ongoing interactions with the Partnership and persons engaged by the Partnership) or by virtue of you otherwise providing us with personal information on individuals connected with you as an investor (for example directors, trustees, employees, representatives, shareholders, investors, clients, beneficial owners or agents), you will provide us with certain personal information which constitutes personal data within the meaning of the Data Protection Legislation.

In particular, you will provide us with personal information within the forms and any associated documentation that you complete when subscribing for interests; when you provide it to us or our service providers in correspondence and conversations (including by email); when you make transactions with respect to the Partnership; and when you provide remittance instructions.

We may also obtain personal data on you from other public accessible directories and sources. These may include websites; bankruptcy registers; tax authorities; governmental agencies and departments, and regulatory authorities, to whom we have regulatory obligations; credit reference agencies; sanctions screening databases; and fraud prevention and detection agencies and organisations, including law enforcement.

This includes information relating to you and/or any individuals connected with you as an investor in the Partnership such as: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of Partnerships details and details relating to your investment activity.

How the Partnership may use your personal data

The Partnership, as the data controller, may collect, store and use your personal data for purposes including the following.

The processing is necessary for the performance of a contract, including:

- administering or managing the Partnership;
- processing your subscription and investment in the Partnership, such as entering your information in the register of limited partners;
- sending you statements relating to your investment;
- facilitating the continuation or termination of the contractual relationship between you and the Partnership; and
- facilitating the transfer of funds, and administering and facilitating any other transaction, between you and one or more of the Partnership.

The processing is necessary for compliance with applicable legal or regulatory obligations, including:
- undertaking investor due diligence including anti-money laundering and counter-terrorist financing checks, including verifying the identity and addresses of our investors (and, where applicable, their beneficial owners);
- sanctions screening and complying with applicable sanctions and embargo legislation;
- complying with requests from regulatory, governmental, tax and law enforcement authorities;
- surveillance and investigation activities;
- carrying out audit checks, and instructing our auditors;
- maintaining statutory registers; and
- preventing and detecting fraud.

In pursuance of our legitimate interests, or those of a third party to whom your personal data are disclosed, including:
- complying with a legal, tax, accounting or regulatory obligation to which we or the third party are subject;
- assessing and processing requests you make;
- sending updates, information and notices or otherwise corresponding with you in connection with your investment in the Partnership;
- investigating any complaints, or pursuing or defending any claims, proceedings or disputes;
- providing you with, and informing you about investment products and services;
- managing our risk and operations;
- complying with audit requirements;
- ensuring internal compliance with our policies and procedures;
- protecting the Partnership against fraud, breach of confidence or theft of proprietary materials;
- seeking professional advice, including legal advice;
- facilitating business asset transactions involving the Partnership or related entities;
- monitoring communications to/from us (where permitted by law); and
- protecting the security and integrity of our IT systems.

We will only process your personal data in pursuance of our legitimate interests where we have considered that the processing is necessary and, on balance, our legitimate interests are not overridden by your legitimate interests, rights or freedoms.

The Partnership continues to be a data controller even though it has engaged the service providers and other third parties to perform certain activities on the Partnership's behalf.

Sharing your personal data

We may share your personal data with our affiliates and delegates. In certain circumstances we may be legally obliged to share your personal data and other financial information with respect to your interest in the Partnership with relevant regulatory authorities such as the Israel Tax Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities and other applicable regulatory authorities.

The Partnership's affiliates and delegates may process your personal data on the Partnership behalf, including with our banks, accountants, auditors and lawyers which may be data controllers in their own right. The Partnership's services providers are generally processors acting on the instructions of the Partnership. Additionally, a service provider may use your personal data where this is necessary for compliance with a legal obligation to which it is directly subject (for example, to comply with applicable law in the area of anti-money laundering and counter terrorist financing or where mandated by a court order or regulatory sanction). The service provider, in respect of this specific use of personal data, acts as a data controller.

In exceptional circumstances, we will share your Personal Data with regulatory, prosecuting and other governmental agencies or departments, and parties to litigation (whether pending or threatened) in any country or territory.

Sending your personal data internationally

Due to the international nature of our business, your personal data may be transferred to jurisdictions that do not offer equivalent protection of personal data as under the Data Protection Legislation. In such cases, we will process personal data or procure that it be processed in accordance with the requirements of the Data Protection Legislation, which may include having appropriate contractual undertakings in legal agreements with service providers who process personal data on our behalf.

Retention and deletion of your personal data

We will keep your personal data for as long as it is required by us. For example, we may require it for our legitimate business purposes, to perform our contractual obligations, or where law or regulation obliges us to. We will generally retain your personal data throughout the lifecycle of the investment you are involved in. Some personal data will be retained after your relationship with us ends. We expect to delete your personal data (at the latest) once there is no longer any legal or regulatory requirement or legitimate business purpose for retaining your personal data.

Automated decision-making

We will not take decisions producing legal effects concerning you, or otherwise significantly affecting you, based solely on automated processing of your personal data, unless we have considered the proposed processing in a particular case and concluded in writing that it meets the applicable requirements under the Data Protection Legislation.

Your rights

You have certain data protection rights, including the right to:

- be informed about the purposes for which your personal data are processed;
- access your personal data;
- stop direct marketing;
- restrict the processing of your personal data;
- have incomplete or inaccurate personal data corrected;
- ask us to stop processing your personal data;
- be informed of a personal data breach (unless the breach is unlikely to be prejudicial to you);
- complain to the Data Protection Ombudsman; and
- require us to delete your personal data in some limited circumstances.

Contact us

We are committed to processing your personal data lawfully and to respecting your data protection rights. Please contact us if you have any questions about this notice or the personal data we hold about you. Our address is: 2 HaAdmor MiGur St., Bnei Brak 5152507, Israel, marking your communication "Data Protection Enquiry".

Exhibit E

נספח שאלון הכרת הלקוח למשקיע

Exhibit E — Investor KYC Questionnaire

Part 1 — Investor Details — **חלק 1 — פרטי המשקיע**

1. Individual - יחיד

Full name / שם מלא: _____

ID/Passport no. & country of issue / מס 'ת"ז /דרכון וארץ הנפקה: _____

Date of birth / תאריך לידה: _____

Address / מען: _____

Phone & Email / טלפון ודוא"ל: _____

Nationality / אזרחות/ אזרחויות: _____

2. Entity - תאגיד

Full name / שם מלא: _____

Registration no / מס' רישום: _____

Date & country of incorporation / תאריך ומדינת התאגדות: _____

Registered address / מען רשום: _____

Field of business / תחום פעילות: _____

Phone & Email / טלפון ודוא"ל: _____

Part 2 — Investment Scope — **חלק 2 — היקף ואופן ההשקעה**

Requested subscription amount / (₪/$) סכום ההשקעה המבוקש: _____

Source of funds / nature of business / מקור הכספים ואופי העיסוק: _____

Acting as Nominee / custodian trustee for another? / האם המשקיע פועל כ- Nominee/ מחזיק/ נאמן עבור אדם אחר? ☐ כן/Yes ☐ לא/No

If yes – full ID details of that person / אם כן – פרטי הזהות המלאים של אותו אדם:

_____

Part 3 — Controlling Shareholders & Beneficiaries — **חלק 3 — בעלי שליטה ונהנים (בתאגיד)**

List controlling chain (25%+) to ultimate individual / פירוט שרשרת בעלי שליטה (25% ומעלה) עד ליחיד האחרון:

שם / *Name*	**מס' זיהוי/רישום** / *ID/Reg. No.*	**אחוז החזקה** / *Holding %*	**אזרחות/התאגדות** / *Nationality/Inc.*

Is there an additional beneficiary?/ האם קיים נהנה נוסף שההשקעה מבוצעת עבורו? ☐ כן/Yes ☐ לא/No

If yes- beneficiary details / אם כן – פרטי הנהנה: _____

Part 4 — Politically Exposed Person (PEP) — **חלק 4 — בירור לעניין איש ציבור זר**

1. Your relation to Israel? / מהי זיקתך לישראל?: _____

2. *Are you a foreign resident? / האם אתה תושב חוץ?* ☐ כן/Yes ☐ לא/No

אם כן – *האם אתה בעל תפקיד ציבורי בכיר בחו"ל? (סמן)*

☐ איני בעל תפקיד/None of the below ☐ ראש/נשיא מדינה/Head of State/President

☐ ראש העיר/Mayor ☐ שופט/Judge

☐ חבר פרלמנט/MP ☐ חבר ממשלה/Gov't member

☐ קצין צבא בכיר/Senior military officer ☐ קצין משטרה בכיר/ Senior police officer

Other senior public position / תפקיד ציבורי בכיר אחר (פרט): _____

3. *Family member holding such position? / בן משפחה (בן/ בת זוג, הורה, הורה הורה, צאצא, אח) בעל תפקיד כאמור?* ☐ כן/Yes ☐ לא/No

If yes – specify position / אם כן – פרט תפקיד: _____

4. *Acting for an entity whose controller is a PEP? / פועל בשם תאגיד שבו בעל שליטה הוא איש ציבור זר?* ☐ כן/Yes ☐ לא/No

If yes – specify position / אם כן – פרט תפקיד: _____

5. Business associate of a foreign PEP? / שותף עסקי של תושב חוץ שהוא איש ציבור זר? כן/Yes ☐ לא/No

If yes – specify position / אם כן – פרט תפקיד: _____

Part 5 — Higher-Risk Country Exposure — **חלק 5 — זיקה למדינות בסיכון מוגבר**

Countries of nationality/residence/incorporation / מדינות אזרחות/ תושבות/התאגדות של המשקיע ובעלי השליטה/ הנהנים: _____

Part 6 — Investor Declaration & Signature — **חלק 6 — הצהרת המשקיע וחתימה**

I declare the above is true and accurate, and undertake to promptly report any change./ אני מצהיר/ה כי הפרטים לעיל נכונים ומדויקים למיטב ידיעתי, ומתחייב/ת לעדכן כל שינוי ללא דיחוי.

Full name / שם מלא: _____

Date / תאריך: _____

Signature / חתימה: _____

AML Documents

Please provide the following:

Corporation

- ☐ ***Certified copy of Certificate of Incorporation/Establishment***
- ☐ ***Certified copy of Constitutional document (e.g. Memorandum and Articles of Association or equivalent)***
- ☐ ***Certified copy of the register of directors/senior managing officers (or equivalent)***
- ☐ ***Certified copies of any applicable resolutions, authorized signatory list, powers of attorney or authorization letters authorizing the Investor's investment***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) at least two directors (including and executive director where available) or equivalent senior managing officers of the Investor and any other natural person exercising ultimate effective control over the management of the Investor; and
  (b) all beneficial owners with over 10% interest in the corporation; and
  (c) all persons controlling or controlled by the corporation.
  Please note: In place of the first three bullets, Israeli companies we can accept a full print out from https://ica.justice.gov.il/
  Where there are one or more entities in a chain of ownership meeting this criteria, you may instead provide either (a) a structure chart, or (b) ownership register for each entity in the chain together with identification information for the top person in the chain

Trust

- ☐ ***Certified copy of the Trust Deed or Declaration (or equivalent)***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) the Trustee(s) and Settlor(s) or beneficial owner if a nominee relationship; and
  (b) all beneficial owners with over 10% interest in the trust.

Partnership

- ☐ ***Certified copy of Certificate of Registration/Establishment (or equivalent)***
- ☐ ***Certified copy of Partnership Agreement and documentation evidencing that the partnership is authorized in its relevant jurisdiction to make this investment***
- ☐ ***Certified copies of any applicable resolutions, authorized signatory list, powers of attorney or authorization letters authorizing the Investor's investment***
- ☐ ***Copies of (i) Government Issued ID and (ii) proof of residence with respect to:***
  (a) the General Partner or at least two partners of the partnership; and
  (b) all beneficial owners with over 10% interest in the partnership; and
  (c) all persons controlling or controlled by the partnership