



Ministry of Economy and Industry  
Industrial Cooperation Authority, ICA

## Form D - Instrument of Guarantee

(Name of guaranteeing bank insurance company to be completed)

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

(Address)

**The Foreign Investments and Industrial Cooperation Authority**  
**Ministry of Economy and Industry**  
**Jerusalem**

**Re: Binding Undertakings Instrument ("Undertaking") of [\_\_\_\_\_] [Date], by [\_\_\_\_\_] [Name & company number]**

**Guarantee No. \_\_\_\_\_ [To be completed]**

At the request of \_\_\_\_\_ [name of applicant and registration number at the Companies Registrar to be inserted], we hereby guarantee to pay to you, on demand, any sum up to \_\_\_\_\_ [sum in US Dollars (US\$)].

We undertake to pay you, any sum specified in your written demand up to the amount of the guarantee, immediately and no later than seven (7) days from the date of receipt of such demand.

Your demand for payment of the amount of the guarantee may be affected in stages, and payments will be executed in accordance with your demand provided that the overall total of the payments does not exceed the amount of the guarantee. [Payments under this guarantee shall be made in US Dollars, by wire transfer to such account as may be specified in a demand for payment.]

Each demand for payment under this guarantee must be received by us in writing at our address as follows:

[Address to be completed]

Demand sent to us / received by us by way of/ via facsimile or telex or email shall not be considered as a demand in writing according to this Guarantee.

Our undertaking pursuant to this guarantee is unconditional and you will not be obligated to explain reason or prove your demand or first demand payment from the Company or from any other entity. This guarantee shall not be affected by the enforceability, validity or invalidity of the Undertaking, or by the existence of any dispute thereunder.



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This guarantee will not be assigned or transferred by you without our consent.  
This guarantee shall remain valid until \_\_\_\_\_ [ \_\_\_ days  
after the expiry date of the Undertaking]. This guarantee shall be governed by and  
interpreted in accordance with the laws of the State of Israel, and any disputes  
hereunder shall be resolved by the courts of the State of Israel. We hereby consent to  
the jurisdiction of such courts in any matter relating to this guarantee or the  
Undertaking, and agree that service of process at our address specified above shall be  
sufficient and adequate service.

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**Stamp and Authorized Signature(s) of Bank/Insurance Company**