**Rental and Operation Agreement**

Drawn up and signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_ September 2021

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: “**Client**”) [**to be completed**]

Party of the First Part;

And

**Overseas Commerce Ltd.**

3 Mevo Hayamim Street, back of the port, Ashdod

(hereinafter: “**Service Provider**”)

Party of the Second Part;

**Whereas** The Client is interested in renting an area of \_\_\_\_\_\_ sq.m. (hereinafter: “**Area of Activity**”) located at the address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Kannot Industrial Zone, in a lease from the Service Provider which operates the Area of Activity as well as receiving inventory and storage management services under the condition of a free warehouse at the Area of Activity, pursuant to what is stated in this Agreement **and what is stated in Addendum A** – “Logistical Services and Consideration Addendum” (hereinafter: “**Services**”) attached to this Agreement and constituting an integral part thereof;

**And whereas** The Service Provider is the holder of the right to possess and make use of the Area of Activity, and it deals in the provision of the Services and has experience in the provision of the Services and is authorized to lease the Area of Activity under a sublease to the Client and to provide the Services;

**And whereas** The Client is interested in receiving the Services, and the Service Provider is interested in accepting the execution of the Services, subject to the terms and conditions of this Agreement;

**Therefore it is declared and agreed between the Parties as follows:**

1. **Preface**
   1. The Preface to this Agreement and its addenda constitute an integral part thereof.
   2. It is hereby clarified that in the event of any contradiction between the provisions of this Agreement and its addenda, the provisions of this Agreement will prevail.
   3. Below is a list of the addenda to this Agreement which constitute an integral part of the Agreement:

**Addendum A** – Logistical Services and Consideration Addendum;

1. **The Sublease**
   1. The Service Provider is hereby leasing the Area of Activity to the Client under a sublease.
2. **The Services**
   1. The Service Provider will provide the Services to the Client at the request of the Client at a high professional level.
   2. The Services will be provided pursuant to the terms and conditions detailed in Addendum A to this Agreement – “Logistical Services and Consideration Addendum” and will include the following actions:
      1. Loading and unloading of pallets from trucks
      2. Scanning of pallets, cartons and items
      3. Construction of pallets
      4. Shrink-wrap for pallets
      5. Storage of pallets under free storage conditions and their provision
      6. Additional workers during peak hours/special workers according to the quantity and demand of the Client
   3. The hours of activity of the Service Provider: 07:00 – 17:00 Sunday-Thursday, other than festivals. At the request of the Client, the hours of activity will be extended in accordance with an advance agreement between the Parties and the appropriate adjustment of the consideration.
3. **Declarations of the Service Provider**
   1. The Service Provider declares that it has the right to possess and make use of the Areas of Activity and is authorized to lease the Areas of Activity under a sublet to the Client.
   2. The Service Provider hereby declares that it has the professional knowhow, the experience, the ability, the resources and the trained, suitable manpower required for the execution of the Services in an efficient manner and at a high professional level.
   3. The Service Provider declares that it has understood the needs of the Client with regard to the Services.
4. **Undertakings of the Service Provider**

The Service Provider undertakes:

* 1. To execute all the work required for the execution of the Services for the Client to its satisfaction and to comply with all its undertakings pursuant to this Agreement, including the execution of the Services according to the instructions it has received from the Client.
  2. The Service Provider undertakes to execute its task and its undertakings pursuant to this Agreement with skill and dedication, while complying with the required schedule.
  3. During the entire period of the Services, to allocate skilled manpower at a quantity to be defined by the Client from time to time for the provision of the Services.
  4. The Service Provider undertakes to act pursuant to the provisions of law, and it hereby declares that its signing of this Agreement and the provision of the Services to be given by it in the framework of this Agreement are not contrary to and/or in breach of any law or provision. If the Service Provider breaches an undertaking as stated, it will bear all the consequences resulting from such a breach.

1. **Undertakings of the Client**

The Client undertakes:

* 1. That it is granting exclusivity to the Service Provider in the matter of the provision of the Services, and it may not deliver the execution of the Services, in all or in part, to any third parties whatsoever during the period of the Agreement, pursuant to the provisions of this Agreement and according to law.

1. **Representatives of the Parties**
   1. The representative of the Client is \_\_\_\_\_\_\_\_\_\_\_\_ or anyone on its behalf.
   2. The representative of the Service Provider is \_\_\_\_\_\_\_\_\_\_\_ or anyone on its behalf.
2. **The Consideration and Rent for the Sublease**
   1. As full and final consideration for the sublease and for the execution of all the undertakings of the Service Provider pursuant to the agreement, the Client will pay the Service Provider as stated below:
      1. The consideration as stated in **Addendum A** – “Logistical Services and Consideration Addendum” for the management of the inventory and provision of the logistical services in the Area of Activity.
      2. Rent of NIS \_\_\_\_\_\_\_\_\_\_\_\_\_ per month for the rental of the Area of Activity under a sublease to the Client.

In addition to the rent for the sublease, the Client will bear a relative proportion of all the payments, expenses and taxes applying to the Service Provider for the sublease, but without derogating from the generality of what is stated above: a management fee, payments for sharing of maintenance and guard expenses, tax and payments of taxes and levies, city tax payments, water payment, payment for electricity consumption, participation in expenses for insuring the Area of Activity and the Services, use of toilets and infrastructure, etc.

1. **Dates of Payment**
   1. Payment of the consideration, plus VAT at the legal rate, will be executed against a monthly tax invoice to be submitted by the Service Provider for the Services executed during the previous month.
   2. It is hereby clarified that the Client will pay once a month only, on the first of the month (hereinafter: “”**Date of Payment**”).
   3. The Client will pay the Service Provider on the appropriate Date of Payment against an invoice to be submitted and approved by it on the term of the current month + 30 days.
   4. The consideration will be paid directly into the bank account of the Service Provider in Israel.
2. **Relationship of the Parties**
   1. The Service Provider hereby declares that it wishes to provide its Services pursuant to this Agreement as an independent contractor and that the relationship between the Service Provider and the Client is a client-independent contractor relationship, or the relationship of a seller and buyer of a service and/or knowhow only, and under no circumstance may what is stated in this Agreement be interpreted as creating any employer-employee relationship or any principal-agent relationship whatsoever between the Parties to the Agreement, including anyone acting in their name and/or in their framework.
   2. For the avoidance of all doubt, it is declared and agreed that the Client is not and will not be the employer of the workers of the Service Provider and that they will be the employees of the Service Provider only. The Service Provider declares and undertakes that it is solely responsible vis-à-vis all the workers and/or employees on its behalf in the framework of this Agreement; it is aware that neither its workers nor anyone to be employed by it in the execution of the Agreement will be entitled to any social benefits whatsoever from the Client resulting from an employer-employee relationship and/or any rights whatsoever pursuant to the labor laws and/or rights resulting from a procedure and/or an agreement and that it alone bears all responsibility, liability/debt which an employer may owe toward its workers, including the payment of salaries and social benefits pursuant to any law/agreement, including a collective contract or industrial arrangement, compulsory payments applying to a salary from any source whatsoever, payment of provisions to compensation and/or provident funds and/or insurance funds of any kind, National Insurance, income tax deductions and any levy and/or tax which applies and/or may apply in future to the employer.
   3. For the avoidance of all doubt, any right given to the Client in this Agreement to supervise, direct, instruct and/or order the Service Provider and/or those employed by it is given as a means of defense over the rights of the Client and will not be interpreted, under any circumstance, as creating an employer-employee relationship.
3. **Period of the Agreement**
   1. This Agreement will be valid for a period of 12 months, starting from \_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_ and will contain an option to extend the Agreement by one additional year (hereinafter: “**Period of the Agreement**”).

If the Parties are interested, the Agreement will be extended for additional periods as agreed.

1. **Miscellaneous**
   1. For the avoidance of doubt, it is hereby declared that the terms and conditions of this Agreement reflect what is stipulated between the Parties in full and annul any prior contacts, promises, presentations and undertakings made between the Parties on the subject of this Agreement before the signing of this Agreement.
   2. Prohibition against the endorsement of the Agreement – the Parties may not transfer their rights and obligations pursuant to this Agreement to another/others except with the advance, written consent of the other Party.
   3. Written change and waiver – any change in any of the terms and conditions of the Agreement and/or any waiver of any of the rights of either Party will be done only in writing.
   4. Jurisdiction – the provisions of Israeli law only will apply to this Agreement, and the place of jurisdiction will be the authorized court in Tel-Aviv-Yaffo only.
   5. Giving of notices – any notices from one Party to the other under this Agreement will be made in writing and will be sent by registered mail, fax, email or will be hand-delivered to the addresses of the Parties appearing in the Preface of this Agreement. Notices will be deemed to have been received by the recipient 72 hours from the time of their delivery to a post office as a registered letter, with receipt of confirmation of delivery if sent by fax or by email or at the time of its delivery by hand to the other Party.

**In witness thereof the Parties have signed:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[to be completed] Overseas Commerce Ltd.**

**ADDENDUM A**

**Logistical Services and Consideration Addendum**

**Description Price in NIS**

Unloading of pallet from truck

Loading pallet onto truck

Scanning of pallet

Scanning of parent carton

Scanning of item

Construction of pallet

Shrink-wrap for pallet

Storage of pallet per month

Supply of pallet

Additional workers during peak periods/special workers –

Price to be determined according to quantity and demand