Enrollment in Supplier Activity
Operation and Financing Program

EZ Finance, Ltd. (hereinafter: **“EZ”**) provides companies and their suppliers with a convenient, efficient, and advanced platform with which they may manage their payments efficiently and conveniently, allowing suppliers to be up-to-date at all times as to the state of payments, receive reports, and so on. In addition, EZ enables suppliers to receive early payment of sums they are owed in order to obtain financing under fair and convenient terms, thereby alleviating pressure on their cash flow (Reverse Factoring).

EZ, in coordination and with the knowledge of the relevant firms, turns to all suppliers from which they procure products, goods, and/or services, including you, so that you may, as you choose, receive financing from EZ or obtain early payment from the company at a convenient and fair cost. Thus, no longer will you have to wait for payment; you will be able to receive it in cash, immediately after the company approves the invoice.

EZ also helps companies to make payments and, for this reason, is expected to settle payments to you irrespective of whether you are interested in receiving financing from EZ or receiving early payment—in regard to a specific invoice or at large.

Advantages of the service

* You may receive real-time updates and reports on each invoice that a company approves, the sum and the foreseen date of the payment, updates at the time payment is actually made, and miscellaneous reports.
* At your choice, you may receive immediate financing, in which approved invoices are paid at once, thus alleviating pressure on your cash flow.

How does it work?

* After the company approves an invoice for payment for you—i.e., after it confirms that it had received the products, the goods, or the service that you supplied, it will forward to EZ the details of the approved invoices to be paid by it.
* EZ will contact you by means of the platform and present you with a report about the amount approved for payment to you and the date of the payment approved under the terms of your contractual relationship with the company.
* You may choose to receive early payment of each and every invoice. EZ offers you the option of supplier finance (Reserve Factoring), allowing you to receive the sum of the approved invoices immediately and under convenient and fair conditions.
* Insofar as you are interested in early payment, EZ will pay you the sum of the approved invoice within two business days and you will authorize EZ to receive payment from the company on account of said invoice at its regular maturity date.
* Insofar as you are not interested in early payment, you will be paid on the regular maturity date—under the terms of payment agreed between you and the company.
* EZ and any service provider acting on its behalf strictly uphold the provisions of the law and satisfy all legal requirements that pertain to the provision of finance and payment services. EZ is responsible for early payment and settlement of payments; the company is not a party to the financing or to the settlement services.
* EZ provides and will provide similar services to several companies. Insofar as you are also a supplier of other companies that have joined or will join EZ’s settlement arrangement, this Agreement will also apply to settlement of payments and early finance vis-à-vis these companies as well.

Supplier’s particulars

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| --- | --- | --- | --- |
| **Supplier name** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Corporate ID number** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Mail delivery address** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Tel.**  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Email** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Fax** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Area of activity** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Supplier’s rep: name** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Tel.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Rep: electronic mail** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Application for enrollment

□ We are interested in enrolling in EZ’s Supplier Activity Financing and Operation Program, under the terms of the supplier’s agreement to which this form, including its appendices, is attached. By checking this box, we confirm our consent to the terms of this Framework Agreement, including its appendices.

□ We are aware, and agree, that for the purpose of performing this Agreement including early payment (insofar as we choose this option) EZ will receive information about us and also about payments that we are owed. We authorize EZ to use information that it will receive about us or about the company for any of the purposes specified in this Agreement and in its appendices, including for marketing purposes and for sharing information with third parties as specified in the supplier’s agreement, including the service provider, and we agree to receive marketing communications by means that include text messaging, electronic mail, and so on.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Date of confirmation** | **Electronic signature/electronic confirmation** |

**Framework Agreement for Supplier Activity Operation and Financing Services**

**[Reverse Factoring]**

**Executed and signed on the \_\_\_ of \_\_\_ (month), \_\_\_\_ (year)**

|  |  |  |
| --- | --- | --- |
| Between | **EZ Finance, Ltd.,** Corporate ID 516422987Rehov HaHarash 4, Hod Hasharon (hereinafter: **“EZ”**)in its name and in the name of the Service Provider, as defined below | the Party of the First Part; |
| and | The supplier whose details are specified in Part A of the Program Enrollment Form (hereinafter: “**the supplier**” | the Party of the Second Part; |

|  |  |
| --- | --- |
| **Whereas** | EZ develops and provides, by itself and/or means of agents including the Service Provider (as defined below), payment operation services between suppliers and companies and financing services for suppliers using the Reverse Factoring method; and |
| **Whereas** | Among its other businesses and activities, the Supplier sells products, goods, and/or services to companies that make use of EZ’s system, all of which in accordance with such agreements and ordering terms as shall be in effect between the Supplier and said companies from time to time; and |
| **Whereas** | The Company, as defined above, has entered into a contract with EZ by means of a Framework Agreement; and |
| **Whereas** | The supplier and EZ wish to enter into contract under this Framework Agreement and to arrange, by its means, terms for the use of the Company’s system in connection with the execution of payments from the Company to the Supplier, and to regulate the framework within which, insofar as the supplier is interested therein, EZ will provide the Supplier with Reverse Factoring services, namely, immediate payment of approved invoices as defined below, against the acquisition and endorsement of the Supplier’s right to receive payment from the Company for goods and services that it has supplied; |

**In accordance therewith, the Parties agree to and stipulate the following:**

**1. Preamble, Appendices**

 The Preamble to this Agreement, the Program Enrollment Form as filled in by the Supplier, and the appendices attached to this Agreement, as shall be updated from time to time, are integral parts of this Agreement.

**2. Supplier Agreement; Relationship between the Parties**

2.1 This Agreement is a Framework Agreement that applies to all payments to the Supplier as are made to it by the Company.

 In this Agreement, **“the Company”**: any company to which the Supplier provides products, goods, and/or services and which has shared the Supplier’s particulars with EZ for the purpose of transferring payments on account of approved invoices (as defined below), and also any additional company that will contract with EZ in the future under a framework agreement, to which the Supplier provides products, goods, and/or services. For reasons of convenience, the term “the Company” shall apply also to all said companies collectively.

2.2 The Company is not a party to this Framework Agreement and, for any financing that EZ provides the Supplier, it does not and shall not have any liability for the financing transactions and the performance of this Agreement by EZ. Each of the companies is liable only to itself and has no liability vis-à-vis any other company with which the Supplier works.

2.3 EZ is not a party to the Company’s contracts with the Supplier and to purchase transactions between the Company and the Supplier (the “underlying transactions”); it need not make any presentation in these contracts and shall have no liability whatsoever in regard to the underlying transactions.

2.4 EZ will enroll in the program only suppliers whose particulars are shared with it by the Company or suppliers who approach EZ at their own initiative. As a rule, the Company shares with EZ, according to the Company’s confidentiality policy, details of suppliers who provide the Company with products, goods, and/or services regularly, and with which the Company has a permanent contractual relationship that includes specific terms of payment.

**3. Presentation of Approved Invoices**

3.1 The Company shall present EZ, from time to time, with a list of the approved invoices.

 An **“approved invoice”—**For the purposes of this Agreement, an approved invoice is an invoice that the Supplier has issued to the Company in accordance with the contractual arrangement between them, and where the Company has confirmed to EZ that the products, goods, and/or services for which the invoice was issued have been delivered in full to the Company and the invoice is approved for payment, under the payment terms agreed upon between the Company and the Supplier.

3.2 It is stated for clarity that the Company’s confirmation to EZ of an approved invoice does not constitute, in the relationship between the Company and the Supplier, any concession or waiver by the Company vis-à-vis the Supplier, and every company reserves its rights vis-à-vis the supplier, including those relating to any defect in the product, the goods, and/or the services, the right to reimbursement, and so on.