**AGREEMENT**

**Version from: 20 June 2016**

Drawn up and signed on the \_\_\_\_ of the month of \_\_\_\_\_\_, \_\_\_\_

Between

**KID Shopping Channel Ltd., P.C. 51-203267-3**

2 Ben Zvi Boulevard, Dahaf House

Tel Aviv-Yaffo

(hereinafter: “**Shopping Channel**”)

**Party of the First Part;**

And

Name of supplier: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, P.C. \_\_\_\_\_\_\_\_\_\_

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

Name of contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tel.: \_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: “**Supplier**”)

**Party of the Second Part;**

**Whereas** The Shopping Channel is the operator of product sale broadcasts by way of a dedicated television channel and the owner of the website and a chain of stores for the sale of the above-mentioned products (hereinafter: “**Sales Paths**”);

**And whereas** The Supplier is interested in supplying the Shopping Channel with products for their sale by the Channel via the Sales Paths;

**It is therefore agreed, declared and stipulated as follows:**

1. **The Products**
   1. The Supplier undertakes to offer its products to the Shopping Channel at prices which will permit the Shopping Channel to offer the products to its clients at competitive and attractive prices.
   2. The Supplier undertakes to supply the products to the Shopping Channel which the Shopping Channel will purchase from the Supplier according to a purchase order signed by the authorized representative of the Shopping Channel (hereinafter: “**Products**”).
   3. All the Products supplied will be new Products, in their original packaging, in proper condition and ready for use. Renewed or renovated Products will be supplied to the Shopping Channel only with the explicit, advance written consent of the Shopping Channel.
   4. All the Products supplied by the Supplier will be original Products which were purchased by the Supplier from the manufacturer of the Products and/or the marketers who have been authorized for this and will be free of any debt or third party right.
   5. To every Product, the Supplier will attach: (1) an instruction manual in the Hebrew language (at least); (2) a warranty in the Hebrew language (at least) which is signed by the Supplier; (3) a disclosure document pursuant to the provisions of the Consumer Protection Law, 5741-1981 (hereinafter: “**Consumer Protection Law**”); (4) a high quality photograph of the Product for the internet and television.
   6. The Supplier undertakes that all the Products supplied by it will comply with the provisions of Israeli Law, including, and particularly, the requirements of the Israel Standards Institute. If there is an official Israeli standard for any Product, the Supplier will present the approval of the Standards Institute in connection with this Product prior to its sale.
2. **Declarations of the Supplier**
   1. The Supplier declares that it is the holder of the right to market the Products in Israel, including the right to make use of pictures of the Products, their specifications and demonstration videos of them, and the marketing, as stated, by the Shopping Channel does not harm the rights of any third party whatsoever, including not harming distribution rights and/or property rights, including specifically intellectual property rights of any third party whatsoever. Without derogating from the generality of what is stated, the Supplier must verify that the rights of use of every photograph, text or video transmitted by it to the Shopping Channel for the purpose of showing it on the Sales Paths have been duly granted to it and that it is authorized to transmit them to the Shopping Channel.
   2. All the information which has been and/or may be delivered to the Shopping Channel in connection with the Products, including the technical specification and data on the manufacturer, is full, precise and updated information which is authorized with regard to each Product.
3. **Undertakings of the Supplier**
   1. The Supplier is responsible for the repair/replacement of any Product due to a defect or damage of any kind and sort caused to the Product prior to the date of its supply to the consumer.
   2. The Supplier undertakes to grant a warranty for each product which includes support services and repair of the Product, for the period of time specified in the purchase order.
   3. The Supplier undertakes to handle every complaint which arises in connection with the Products in a professional manner and at the highest level, to the satisfaction of the client, within at most 7 business days of the date of receipt of the complaint.
   4. The Supplier undertakes to comply fully with all the provisions of Israeli law applying to the sale of the Product, including and specifically the provisions of the Consumer Protection Law. In this matter, the Supplier confirms that it is aware that the products sold remotely by the Shopping Channel (as this is defined in the Consumer Protection Law), and the Supplier, vis-à-vis the Shopping Channel and accepts all the undertakings of the Shopping Channel to the clients under these provisions of law, on a back to back basis, if they are connected with and/or dependent on an undertaking of the Supplier under this Agreement.
4. **Photographing of Products**

Prior to the filming of the sale broadcast, the Shopping Channel will transmit the connected information on the date of filming of each of the Products of the Supplier for the approval of the Supplier, pursuant to the version attached as **Addendum 4** (hereinafter: “**Photo Addendum**”). The Addendum signed by the Supplier will constitute an integral part of this Agreement and the undertakings of the Supplier to the Shopping Channel.

1. **Presenting the Products for Sale**
   1. The Shopping Channel undertakes to notify the Supplier 2 working days prior to its being advertised on one of the Sales Paths in order to permit the Supplier to prepare for the supplying of the Product.
   2. Prior to the broadcast of the sale video on the television channel, the Shopping Channel will transmit for the approval of the Supplier the connected information on the planned broadcast (hereinafter: “**Purchase Order**”). The Addendum signed by the Supplier will constitute an integral part of this Agreement and the undertakings of the Supplier to the Shopping Channel.
   3. The Shopping Channel maintains the right not to present for sale any of the Products as well as to terminate the sale of a Product at any time and for any reason whatsoever.
2. **Supplying the Products**
   1. The Supplier undertakes to keep in stock the number of units of the Product offered for sale at any time and to verify that the stock held by it matches the type of Products being offered for sale (including model and color).
   2. The Products will be supplied by the Supplier to the warehouses of the Shopping Channel (“**Supply to Warehouses**”) or directly to the home of the client (“**Direct Supply**”) pursuant to what is stated in the Purchase Order.
   3. In Supply to Warehouses – the Supplier undertakes to supply the Products to the warehouses of the Shopping Channel on the dates fixed in the Purchase Order, in proper condition and ready for use. Moreover, it is hereby clarified that the cost of transport of the Products to the warehouses will fall on the Supplier only.
   4. In Direct Supply – the Supplier undertakes to supply the Product to the client on the dates fixed in the Purchase Order. The cost of transport to the home of the client is at the expense of the client for collection via the Channel. Despite what is written, in cases where the purchase has been cancelled due to a defect or discrepancy, pursuant to the provisions of law, the cost of the transport will fall on the Supplier (the client will also be credited for the transport fee he was charged).
3. **Return of Products**
   1. The Shopping Channel may at any time return Products in its possession which have not yet been sold to the Supplier, and the Supplier must collect them within 7 days from the warehouses of the Shopping Channel.
   2. If the client has chosen to cancel the purchase and return the Product, the Supplier must collect the Product from the home of the purchaser of the Product within 7 business days.
   3. The Supplier is aware that in the event of the cancellation of an order of Products, the policy of the Shopping Channel is not to collect a cancellation fee from the client, and therefore it will not be entitled to receive any cancellation fee whatsoever in these cases. However, the Shopping Channel may collect a cancellation fee in exceptional cases at its sole discretion.
4. **The Consideration** 
   1. The financial clearing of the credit card of the client for the purchase transaction will be done by the Shopping Channel.
   2. The Supplier will be entitled to the payment of the consideration fixed for each unit of the Product actually sold by the Shopping Channel, on condition that the sale transaction has not been cancelled by the client, and in the case of Direct Supply – on condition that the delivery note signed by the client has been delivered to the Shopping Channel by the Supplier (hereinafter: “**Consideration**”). Amounts paid by the Channel to the Supplier for units returned by the clients will be deducted from said Consideration payments.
   3. Moreover, the Supplier knows that any amount whatsoever owed to the Shopping Channel under this Agreement or under a Product sale agreement on the website of the Shopping Channel, if any exists, will be deducted from the above-mentioned Consideration.
   4. The Consideration will be paid to the Supplier against a legal tax invoice, on the terms of “end of current month + 95 days” from the following date (as applicable): (in Direct Supply – on the date of supply of the Product unit to the client to his satisfaction or the date of the invoice, whichever is later; or (2) in Supply to Warehouses – from the date of supply of the Products to the warehouses, on condition that within this period, the Product unit has been sold.
   5. The Consideration will be paid by means of a check “payable to payee only” to be delivered to the Supplier at the offices of the Shopping Channel.
5. **Liability and Indemnification**
   1. The Supplier alone is responsible for any damage and/or loss caused to any body whatsoever due to an act or omission of the Supplier and of anyone on its behalf in the framework of the execution of its undertakings under this Agreement and/or in connection with the Products.
   2. The Supplier must take care to insure itself fully during the entire period of the Agreement against all the risks involved in its activity, including with product insurance and especially for its liability resulting from this Agreement as stated.
   3. The Supplier undertakes to indemnify the Shopping Channel for any act or omission of the Supplier and/or anyone on its behalf for which the Shopping Channel is required to pay a third party any sum whatsoever in connection with the Products of the Supplier, including their presentation, their proper condition, their suitability to the specification presented, the service given for them, their supply and the use of them by the client as well as for a breach of distribution rights or intellectual property rights of a third party.
   4. If the Shopping Channel is sued and/or any demand whatsoever is submitted to it in connection with the Products, their condition, their presentation for sale via the Sale Paths and/or this Agreement, its execution, its interpretation or its breach, the Shopping Channel is entitled to add the Supplier as a defendant, and the Supplier accepts in advance the full liability resulting therefrom, including the indemnification and compensation of the Shopping Channel for any damage, loss or expense caused to it due to this. Despite what is stated, if the Supplier has proven that the damage caused to the plaintiff or the demander has its source in a negligent act or omission of the Shopping Channel, what is stated in this Section will not be applicable.
6. **Miscellaneous**
   1. If the Supplier breaches any of the provisions of this Agreement and/or breaches any of its undertakings above and/or it becomes clear that its declarations, in all or any portion thereof, are not correct or exact, and as a result of this, a complaint is received from a client or any other third party, the Supplier will pay the Shopping Channel agreed compensation estimated in advance of NIS 1,000 for each breach, without derogating from any compensation to which the Shopping Channel may be entitled by law. However, it is agreed that the Supplier will not bear any payment of compensation as stated above unless it has been given a written warning by the Channel and it has not corrected the breach within 7 days from the giving of said warning.
   2. This Agreement may be cancelled by means of a 60-day advance, written notice. It is hereby clarified that in the matter of Products supplied before the date of cancellation of this Agreement, as well as in the matter of any units of the Products included in Purchase Orders signed by the Shopping Channel up to the date of the cancellation, the provisions of this Agreement will apply (including in connection with the undertaking of the Supplier regarding the warranty period for them).
   3. This Agreement annuls any previous contract between the Parties, if any such exists, either oral or written.

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

**KID Shopping Channel Ltd.** **Supplier**

Approval of version (-)

|  |  |
| --- | --- |
|  | THE **SHOPPING** CHANNEL |

For opening a Supplier File

Name of supplier (identical to the name registered in Bookkeeping): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone in office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email @: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Transport: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address for self-transport: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proprietary name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confirmation of tax deduction at source, fax to: 035152100

Confirmation of bookkeeping, fax to: 035152100