**Agreement**

Signed on \_\_ of \_\_\_\_\_\_\_ , 2021

By and Between

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

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

By its authorized manager/s

(Hereinafter: “**Customer”** or **“Shipper”**)

And

**Exelot Ltd.**

**Co. No. 515434777**

And/or any of its global subsidiaries

Of Overseas Commerce Bldg.,

Hativa 8 Rd., Cargo Area,

Ben Gurion Airport, Lod Israel 7010000

By its authorized manager/s

(Hereinafter: “Exelot”)

**Whereas** Exelot has developed a cross-border e-commerce logistics platform, and it specializes in cross-border e-commerce shipping and delivery and related logistics services (hereinafter also:“Exelot system” “Exelot solution”or “Exelot services”), and;

**Whereas** Exelot operates (by itself, by Exelot UK, Exelot US, Exelot Baltics, Exelot India, Exel-Med Cyprus or any of its subsidiaries) its logistics solution and services globally from several origins to various destinations countries (hereinafter also: “The destination/s”)and;

**Whereas** Customer and Exelot are interested to settle their business relations and cooperation within the articles of this agreement;

**It is hereby agreed as follows:**

1. **Purpose and Scope of agreement:**

Exelot will provide Customer with a cross border e-commerce solution as detailed in **Annex A** to different countries as shall be defined (“Destination Countries”).

Exelot shall provide a system and service for shipping (if agreed), clearance and last mile delivery at destination for Customer.

Customer shall pack orders to destination country/ies, label packages and transmit order data or freight data in full coordination with Exelot.

1. **E-commerce logistics and Services:**
   1. Exelot platform will transmit the logistic data for orders and batches, labeling, warehousing, customs, required payments (VAT / custom duties / handling and such), shipment to destination countries, last mile service as shall be defined (Pick up points “PUDO”, home delivery “HD” or both).
   2. Exelot platform will provide Customer full tracking and package statuses and the available reports or logistic data.
2. **General Terms:**
   1. Items / packages which require VAT payment, any tax and additional fees as in annex B, will be paid by buyer/ consumer if the service is DDU, and by shipper / sender if the service is DDP, and as agreed in advance between Exelot & customer.
   2. All other remarks, SLA, and additional fees will be attached in the SLA appendix or as shall be later agreed in writing between parties.
   3. Exelot shall not ship and shall not be responsible in any manner to any DG / Unauthorized Products, or any other products, items or materials that are prohibited, illegal or unauthorized by the customs authorities or the relevant regulation in the destination country/ies, or by any of the airline policies.
   4. Package return and / or destruction services are not included and are available for additional costs and subject to details coordination and agreement between parties.
3. **Rates & Payments**:
   1. Rates shall prevail and be paid by Customer to Exelot as agreed in Annex B hereto.
   2. Customs clearing and delivery (fixed price) adjustment shall be made no more than every quarter maximum and by a minimum of 21 days advanced notice.
   3. Airfreight rates (per kg price) adjustment shall be made according to changes in airfreight market and Exelot will try to maintain price stability and will provide a 7 days advance notice.
   4. A difference in currency rate or fuel surcharges in airfreight of more than 5% shall justify a rate change in a 10 days notice only. Any events that will change airfreight prices by more than 10% or 2 times per week will justify a price change with only a 3 day notice only on the per kg price.
   5. Rates shall be as indicated in Annex A – Price List.
   6. Payment terms: Exelot shall invoice the customer until the 5th of each calendar month. Customer shall pay Exelot no later than the 20th of the same month.
   7. If total service costs reach $300,000 USD per month or if DDP costs reach $30,000 USD per month - parties will discuss payment terms of every 14 days or any relevant deposit from Customer to Exelot.
4. **Compensation & Insurance:**

Exelot insures and compensates for packages and shipments up to $150 USD per package, and no more than the declared value on the invoice per package. Exelot is responsible for the packages from reception at the agreed location or at the destination point (airport, port or other agreed point) if the service doesn't include airfreight shipping.

1. **Marketing:** Any marketing activities of Exelot for Customer’s products in destination countries - when applicable, shall be agreed in separate under written specific terms and are not included herein.
2. **Confidentiality and Privacy:**

Exelot warrants that all the information, including but not limited to customer`s

information, logistic data, end-customer`s personal information and any other

information which obtained from customer shall be treated and kept as confidential

information and shall not be disclosed to any third parties without Customer`s written consent. Any violation of this term will lead Exelot to bear all relevant liabilities arising hereof. Parties mutually undertake to keep and maintain full confidentiality of their own proprietary technology, and business – including especially customers data, or commercial information. All NDA provisions shall be effective until the confidential information becomes public knowledge.

1. **Miscellaneous:**

8.1 Parties hereby acknowledge that they have signed this agreement following a duly signed authorization of each one of them, and by the managers who are duly authorized to sign it.

8.2 This agreement shall be valid and effective hereof and over the entire duration of cooperation between parties and shall be automatically renewed unless one party gave the other a 90 days termination notice.

8.3 In any case of disputes which cannot be amicably solved between parties hereby agree to apply to the business arbitration institute in UK and be subject to the UK rules and legislation.

**Signed on behalf of Customer Signed on behalf of EXELOT**

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#### Signature Signature

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#### Name Name

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#### Title Title

**Annex A – Exelot eCommerce Logistics Services**

Exelot e-commerce service for Customer shall include the following

(Mark as Available / Delete):

\_\_ Air freight / Sea Freight / Terrestrial / Trucking

\_\_ Air / Sea Terminal operation

\_\_ Customs Clearance

Final Mile Delivery

Home delivery \_\_ Y/N

PUDO \_\_ Y/N

Automatic Lockers \_\_ Y/N

\_\_ System & Supervision

\_\_ Tracking

\_\_ Returns

\_\_ Customer Service

**Nature of Products:**

**General e-Commerce goods.**

**Prohibited Items**

* Goods deemed to be offensive or indecent.
* Forged and counterfeit currency / documents / banknotes / certificates of origin.
* Tickets and advertising for lotteries and gambling – there is no permit for their preparation.
* Used bags, for packing plant material.
* Knives, except pocketknives and knives for a profession, work, business, for household purposes, or any other legitimate purpose.
* Disrupting device (laser speed meter).
* Guns (including pens that resemble guns, a starter's pistol and gas operated guns).
* Tear gas.
* Forbidden Games.
* Explosives and flammable materials, live creatures such as poisonous snakes and dangerous goods.
* Used equipment for bees.
* Goods which are used in the preparation or consumption of a controlled substance.
* Goods used for incitement to violence, terrorism or racism.
* Goods, which contain identification signs with terrorist groups or sympathy.

**Items requiring approval from the competent authority**

There are many items, the import of which is contingent upon meeting the criteria set periodically by the competent authorities. For example:

Specific Mobile Phones and WiFi devices - Ministry of Communications.

Plants - Plant Protection Services, Ministry of Agriculture.

Auto Parts - Ministry of Transport.

Sometimes, it will take approval / detailed import license. Before import, it has to be checked with the relevant competent authority for the valid criteria, as well as the need to obtain authorization / import license.

**Appendix B: General Terms & SLA**

**Working days in (Fill in the destination country/ies): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Note:**

**Working days in Israel:** Sunday to Thursday.

[Israel does not work on Fridays & Saturdays, but do work on Sundays].

Working Days in UAE.Saudi Arabia, Kuweit, Baharein: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Working days in Israel:** Sunday to Thursday.

[Note that Israel does not work on Fridays & Saturdays, but do work on Sundays].

* **E-Commerce:**
* Maximum weight per parcel/shipment: 15Kg. For add’l Kg – TBA.
* All prices are fully landing costs, unless otherwise agreed.
* Pick up and airfreight from supplier / e-commerce site W/H - available at additional costs.
* Items / products are below $70USD. Above $70 value – DDP.

Process fees from buyer for VAT charges: $5.45 USD.

* All other remarks, SLA, and additional fees are as in our attached SLA appendix.
* Exelot shall not ship any products, items or material that are DG, prohibited, illegal or unauthorized by customs authorities’ (including the “Israel Tzav Hameches Regulations”) or by the airlines. Returns are not included and are available at additional costs.
* Charges: As quoted above in section 1.7. All prices before VAT when applicable.
* Payment terms:
* Exelot shall invoice partner / customer until the 5th of each calendar month.
* Customer shall pay Exelot within 10 days following Exelot’s invoice.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exelot Customer**

**SLA, Operation & Process:**

* When A/F is done by customer - customer will ship parcels to Israel. Consignee name – Exelot.
* Partner will transmit Exelot with a manifest / list of all parcels for each shipment / batch.
* Barcodes / labels to be mutually agreed. Exelot labels shall begin with: XLT+9 Digits
* Exelot shall collect and sort parcels, transmit details for custom in Israel, release from custom (subject to payment when duty is required), and deliver to customers all over Israel according to home delivery or point of distribution, as shall be agreed.
* Exelot will serve and support the Israeli end-customers for all logistics and delivery issues for best customer experience. Exelot will hold a 365 / 24/7 hot line.
* Exelot insurance includes $150USD insurance per parcel lost. Exelot shall not be responsible for product quality, or any purchase protection, which shall remain between shop/ e-retailer and customer. Cargo until reception at Exelot warehouse is not insured and shall be on customer’s full responsibility.
* All parcels bellow $75USD shall be marked as such to ease custom process.
* Partner shall not ship any products’ items or material that are prohibited or illegal by the customs order (“Tzav Hameches Regulations”);
* Delivery SLA: Up to 10 working days maximum following reception at Exelot’s warehouse in the UK until delivery to end-customers / 2.5 days max. following recovery in Israel.
* Airlines strikes days, and Jewish holidays shall not be included as working days.
* Delivery by either point of distribution or messenger service shall be accompanied by a proof of delivery / customer signature (POD).

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**Signed on behalf of Customer Signed on behalf of EXELOT**

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#### Signature Signature

**Annex C – Rates & Payment**

Rates for all puprposes of this agreement and unril any written change shall remain as Follows:

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| --- |
| **Valid until: 31/12/2021** |
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| **Bank account details for wiring:**  Account Name / Beneficiary: Exelot Ltd.  Bank Name: Mizrahi-Tefahot [No. 20]  Branch: Yokneam [No. 582]  Bank Address: 2 Tamar St. Yokneam, Israel 2068701  Account No. 115070  IBAN: IL 72 0205 8200 0000 0115070  Swift Code: MIZBILIT |
| Signature SignatureName Name\_\_\_\_\_\_Title Title |