

Customer Name: _____

H.P.: _____

Address: _____

Date: 01.06.23

G.J.C - T.L.V Ltd.

Yavne'eli 7

Herzliya

To whom it may concern,

Re: Engagement Terms and Credit Provision

Given that we approached you with a request to arrange services for us, such as customs brokerage, international shipping, sea/air/land transport, loading, unloading, storage, movement, regulation, financing, and any other additional service (hereinafter - "the Services"), all or some of them, subject to and based on a price quote (if any) and to contract on our behalf and for our purpose with third parties to actually provide and receive the Services.

Hence, we declare and give our consent as follows:

1. We appoint you as our authorized representatives to handle the services we will order from time to time and authorize you to act on our behalf, at your sole discretion, in all necessary actions to arrange the Services. Without derogating from the above generality, you are entitled to do the following:

1.1 Choose for us, according to your judgment and experience, the service providers, considering the type of goods, service price, delivery location, and required delivery time. It is agreed that your consent to provide the services does not create any representation and/or obligation and/or any liability on your part concerning the services as they will be provided by third parties.

1.2 Issue documents, including bills of lading, related to the services, receive such documents and/or act upon them.

1.3 If you provide credit on our behalf, pay in our name and for us any payment related to the provision of the services, subject to the conditions detailed below.

2. When ordering the services, we will provide you in writing with all the details required for receiving and/or shipping the goods, including their description, value, volume, weight, packaging method, and any other required detail, including their type and nature, as well as special handling instructions if necessary.

It is clarified that regarding export cargoes, we will be responsible for packing the goods, containing them, and keeping them under the required conditions before handing them over to the carrier. Also, we will ensure to prepare and provide you with all relevant certificates and documents for the provision of the services. If there is any ambiguity on our part regarding the type of required document and/or its adequacy, we will contact you to receive your instructions in advance.

3. We are well aware that you will not be responsible for changes in the shipping route and/or the duration of the shipment and/or the arrival time of the goods at their destination and/or damage to or loss of the goods while they are in the actual possession of the carriers, provided that these were caused by circumstances over which you had no control.

Without derogating from the above, it is agreed that you will update us with information, as soon as you receive it, regarding changes in the shipping route, any change in its duration, damage to the goods, and/or any other information received concerning the goods. It is clarified and agreed that if you issue a bill of lading and/or another shipping document defining the shipping terms, then the terms detailed in this agreement will be subject to the terms stated in the bill of lading or the shipping document.

4. Without derogating from the above, it is clarified and agreed that your liability regarding the services is limited in each case according to the provisions of international conventions applicable and/or relating to international transport, by sea or air concerning all the services and all stages of transportation, including shortening the statute of limitations and limiting the liability amounts. Any defense and/or exemption and/or limitation granted to the carrier will also be granted to you in the same manner and scope. In no case will you be liable for indirect and/or consequential damage of any kind, including but not limited to loss of profit, loss of reputation, etc.

5. Payment Terms and Credit Framework:

5.1 Per our request, you have provided us with a credit line of up to ₪250,000 (two hundred and fifty thousand shekels) for shipping services. We agree that in exchange for the aforementioned credit, we will be charged an annual interest rate of prime + 4.25%. This amount is subject to VAT at the rate in effect at the time of granting the credit. It is understood and agreed that you have the right to update the interest rate and/or terms from time to time based on market conditions, provided that you notify us 30 days in advance of your intention to do so.

5.2 Tax payments to authorities (such as customs, VAT, port authority, etc.) are not part of the credit and will be paid by us via bank transfer prior to tax payments to the authorities and before the release of the goods.

5.3 The credit utilized by us for shipping services will be paid by us within 30 days after the end of the billing month in which the invoice was issued (net + 30).

5.4 If we reach the full utilization of the credit line you provided, we will pay you for goods available for release in cash via bank transfer prior to their release.

5.5 Payment will be considered settled only after it has been fully and definitively credited to your bank. A delay in the credit payment beyond the agreed period will bear an interest rate of prime + 3.75%. To these amounts will be added all the expenses required for debt collection, including attorney fees.

5.6 We agree that as part of the credit process, you are entitled to request and receive credit reports (such as BDI rating or equivalent), financial reports, profit and loss statements, and any other document you deem appropriate. We will provide it to you and/or authorize others to do so as a condition for checking our creditworthiness.

6. Without derogating from the above in paragraph 5, we undertake to pay you any amount due from us and/or that you will be required to pay to perform the services. This includes services not anticipated in advance and according to

authorities' requirements, such as inspection, standard, storage, etc. If payment for a shipment made by us is imposed on the recipient and the recipient does not pay in full and on time, we will make the payment according to the bill of lading instructions.

7. Your account books will be binding and acceptable to us as proof of any amount owed by us. Any claim regarding an account and/or amounts owed to you will be notified to you within seven days from the issuance of the account. If no claims are raised within this period, the account will be considered correct and approved by us. In case of a dispute, we will not be entitled to deduct anything, and any amount owed to you will be paid by us before any clarification.

8. At any time, at your sole discretion, without the need to explain, you will have the right to demand the repayment of the credit amount. We undertake to pay all invoices and/or amounts due to you within 10 days of receiving the notice.

9. Without prejudice to the foregoing, until our accounts are fully and definitively settled, you will have the right to withhold any goods and/or bill of lading and/or document in your possession or held by a third party that belongs to us, whether the existing debt is for the same service, or another service provided by you. You will have the right to realize these withheld items, including through sale or the appointment of a liquidator on your behalf, to ensure the full repayment of our debt to you.

10. Our commitment to you is as a mortgage agreement. We undertake to sign any document you require for registering a floating charge of first rank on our obligations under this agreement with the Registrar of Companies and Mortgages. We agree that you will be entitled to assign and/or encumber your rights under this agreement to third parties without the need to obtain our consent..

11. For the courts and the Execution Office in the Tel Aviv district, the exclusive and unique authority to discuss any matter related to and/or arising from this obligation is given.

Name: _____ ID/Corp. No. _____ Signature: _____

Address: _____

Via representative: _____ ID No.: _____

Confirmation:

I, the undersigned, attorney _____, hereby confirm that this obligation was signed by _____ and that Mr./Mrs. _____ were duly authorized by the company to sign this document based on its articles of association, and after I explained to them the essence and significance of their signature, they confirmed to me that they understood the aforementioned thoroughly.

To:

JLC - TLV Ltd.

Yibne'eli 7

Herzliya

Re: Letter of Compensation and First Guarantee

I/we, the undersigned, hereby confirm and commit as follows:

Whereas the company _____ Ltd. (hereinafter - "the Debtor") approached you to periodically receive services and credits, as defined in the attached credit terms and provision document.

And whereas it was clarified to us that based on this commitment, you agreed to provide the debtor with the requested services and credits, either in whole or in part.

Therefore, we hereby commit to you, personally and irrevocably, as follows:

We hereby jointly and severally commit to fully pay any payment and/or amount and/or obligation owed to you by the debtor at any time up to the sum of _____ ₪ or the actual debt of the debtor, whichever is higher, including payment for checks drawn or transferred by the debtor and delivered to you. This commitment amount will bear linkage differences and/or exchange rate differences from the date of the charge until its actual payment, including collection expenses (hereinafter - "the commitment amount").

Within seven (7) days from the date you contact us, we will pay you the full commitment amount or part of it according to your request. It is clarified that any payment or part thereof, which is not fully paid on time, will bear penalty interest at the rate customary for business accounts in Bank Hapoalim from the date of the delay until its actual payment.

This commitment is independent, unconditional, unlimited in amount, time, or matter.

It is clarified that nothing herein is intended to derogate and/or impair any right of retention that you may have over assets and/or the charging document and/or the debtor's assets under any law.

Any notice sent to us by registered mail to the above addresses will be considered received within 72 hours from the time of its dispatch.

Name: _____ ID/Corp. No.: _____ Address: _____

Signature: _____

Name: _____ ID/Corp. No.: _____ Address: _____

Signature: _____

Name: _____ ID/Corp. No.: _____ Address: _____

Signature: _____

Confirmation:

I, the undersigned, attorney _____, hereby confirm that this obligation was signed by _____, and after I explained to them the essence and significance of their signature, they confirmed to me that they understood the thoroughly.

If this is a corporate signature, then those signing this document were duly authorized by the company to sign this document based on its articles of association.