Contract No.

Party A:

EDUSHAPE GROUP LTD

Address: 9 Amal Street, Rosh Haayin, 4809233 Israel

Contact Person：Gil Mintz

Hereinafter: **“Party A”** or "**Edushape"**

Party B：

SHENZHEN DONGTAI INTERNATIONAL LOGISTICS CO., LTD

Address: 301, building A-2, Haixiang Industrial Park, No. 3, Lijing North Road, Shenzhen Export Processing Zone, Pingshan District, Shenzhen City, P.R.China

Legal Person：Yang Liu Fei

Hereinafter: **“Party B”**

(Collectively, Party A and Party B referred to as the "**Parties"**)

Principles of mutual benefit, the two Parties will make an agreement (“**this Agreement**”) on integrated logistics as following:

1. **The Services:**

Party A shall lease Party Bs bonded warehouse located at 301, building A-2, Haixiang Industrial Park, No. 3, Lijing North Road, Shenzhen Export Processing Zone, Pingshan District, Shenzhen City, P.R.China to storage the Party As goods from overseas bonded or made in China for export goods (the "**Warehouse"** or "**WH"** and the "**Goods"**). In addition, Party B shall provide Party A Bonded WH Services including, without limitation:

1. Custom clearance and declaration for export/import; local transportation from suppliers to WH (if required) and from WH to ports; loading /reloading containers/trucks; safety storage of delivered stock; providing of weekly/daily inventory reports; items and export cartons packing/repacking, labelling, marking (if required); logistic service- bookings, contacts with forwarders, ship lines, ports authorities, etc (if required) and all as specifically provided in “**Annex 1**” attached hereof (in this Agreement the "**Services"**).
2. The WH shall comply with the local laws and regulations for bonded warehouses. The goods shall be stored according to the storage conditions, as indicated by Party A.

Party B shall not change the location of the WH and/or move the Goods to be stored in the WH elsewhere without the prior written approval of Party A.

Title to the Goods shall at all times be of Edushape.

1. **Rights and obligations of the Parties**

**2.1. Party A Rights and obligations**

2.1.1. Party A shall ensure that the goods are properly packed in accordance with the principle of loading and unloading, transporting, and storing the goods. If there are special requirements for the loading, unloading, transportation and storage of the goods, Party A shall promptly notify Party B in writing of such requirements.

Party B shall prepare for delivery and shipping goods ordered by Party A within no more than 2 working days from the date of the order.

2.1.2. Goods transferred from outside to bonded warehouses must be strictly guaranteed the authenticity of the goods (including country of original, quantity, brand & model, gross weight, net weight, size, accessories etc.), the cargoes must match the packing list and invoice, while ensuring that the cargoes comply with the relevant laws and regulations. Party A shall bear legal responsibilities and bear all direct expenses (limited to the expenses with Fapiaos provided by Chinese service providers or receipts or invoices provided by foreign service providers) incurred by Party A in case of violation of the requirements of this Agreement by Party A or in case of adverse events such as customs clearance, being punished by the competent authority due to problems with Party A's Goods, and which are the responsibility of Party A.

2.1.3. For general trade taxation, Party A shall provide all relevant information required by the customs supervision and cooperate with Party B to carry out the work (especially when the declaration of business is in charge of customs clearance), and Party B shall fully cooperate with Party A's requirements if the information is complete. If Party A will be required to report the Goods at the time of the customs inspection period (three years) to pay taxes, Party A shall fully cooperate with Party B in the competent customs work and pay the tax according to the customs regulations. Party B shall have the right and the obligation to provide the person in charge of the information provided by Party A to the customs, taxation, and public security organs at the same time as Party B shall bear all legal liability and expenses incurred by Party A in violation of the requirements of this Agreement.   
  
2.1.4. Party A should pay Party B the customs declaration, logistics and other service fees on time in accordance with the provisions of Section 3 to this Agreement.

2.1.5. Each Party shall follow the principle of good faith and keep the other Party's trade secrets.

2.1.6. If the Goods entrusted by Party A to be represented by Party B are detained by customs, shipping companies or terminals, Party A shall fully cooperate with Party B to provide relevant information to solve the detention problem and Part B shall do its best to cooperate.

2.1.7. If Party A violates this Agreement, it shall bear all the liabilities for such breach of contract and all proven direct expenses regarding to which it was finally held by competent court that such incurred by Party B to realize its legitimate rights and interests (including but not limited to reasonable litigation fees and lawyers' fees).

2.1.8 Party B shall perform an inventory count every 3 months and deliver the results to Party A. Without derogating from the aforesaid obligation of Party B, Party A shall be entitled to perform its own inventory count of the Goods at any time, with 1 day prior notice to Party B.

In addition to the aforesaid and in order to be able to control the Goods stored, Party B shall, after giving 1 day prior notice to Party B by Party A, fully cooperate for Party As inspection, including but not limited to allow representatives of Party A to inspect during normal business hours the WH and the Goods stored.

**2**.**2. Party B Rights and obligations**

2.2.1. Party B shall, according to Party A's entrustment, properly, timely and correctly arrange logistics operations on the premise that Party A provides complete and accurate information and remind Party A of important and sensitive aspects of business operations. Party B shall promptly notify Party A of the changes and progress in the logistics process, and assist Party A to handle them properly, promptly, and correctly. If the goods are delayed due to the responsibility of Party B and the additional expenses incurred, Party B shall bear the corresponding responsibility.

2.2.2. Party B shall be responsible for the storage, delivery and shipments of the Goods to Party As customers. If the Goods are damaged or lost due to Party B's responsibility as aforesaid or due to disputes between Party B and a third party, Party B shall be liable and compensate Party A for its direct and indirect losses, costs and expenses. However, if the damage or loss of the Goods is caused by force majeure, the natural nature or reasonable wear and tear of the Goods or the fault of Party A or the consignee, Party B shall not be liable for compensation. Party B shall be responsible to purchase the appropriate insurance policy covering the value of Party As Goods stored by it at any time and shipped and delivered to Party As costumers.

Party B shall be liable for damage to the Goods which is due to improper storage, misuse, negligence or any other event having an impact on the quality of the Goods caused by Party B.

2.2.3. Party B shall follow the principle of good faith and keep Party A 's trade secrets.

2.2.4. Party B shall, in accordance with the terms of this Agreement, timely provide Party A with daily reports and statements regarding the status of the Goods. Party A shall be entitled at any time to inspect the Goods status and preform an inventory count, as further provided in Section 2.1.8 above.

2.2.5. Party A shall have legal title and real ownership of the goods stored in party B's warehouse as further provided in Section 8 below. Party B shall properly keep the Goods in good condition that are stored in the warehouse and during the delivery. If third party or Party As creditors have claims against or disputes over the Goods, Party B shall immediately inform Party A and keep the Goods under protection and in good and original condition.

2.2.6.If Party A has delayed payment which is overdue more than 14 business days, Party B would charge Party A an interest at the rate of 0.02% of the delayed payment per day.

2.2.7. If Party B violates this Agreement, it shall bear all the liabilities for such breach of contract and all proven direct expenses regarding to which it was finally held by competent court that such incurred by Party A to realize its legitimate rights and interests (including but not limited to reasonable litigation fees and lawyers' fees).  
   
**3. Tariff and Term of Payment**

3.1. In consideration for the Services, Party A shall pay Party B a consideration for the services that was provided by Party B, according to the tariff provided in Annex 1.

3.2. At the beginning of each calendar month Party B shall provide Party A a report specifying the services provided by Party B on the previous month together with an invoice. Subject to Party As approval and acceptance of the report, Party A shall pay Party B the amounts due by no later than 15 business days thereafter. Payments will be made in US Dollars.

3.3. In order to avoid the fluctuation of exchange rate, Party B shall issue a monthly settlement sheet according to the RMB quotation for confirmation, and Party A shall pay according to the selling rate of foreign exchange card (USD) of Bank of China on the payment date.

The following account is the US dollar account of Party B：

Name of account: Shen Zhen Dong Tai International Logistics Co., LTD

Name of bank: CHINA CONSTRUCTION BANK CORPORATION，SHENZHEN BRANCH，PINGSHAN SUB-BRANCH.

Account No: 44250100016600000353

SWIFT CODE: PCBCCNBJSZX

Bank Address: 14/F, A SECTION RONGCHAO BUSINESS CENTER, 6003 YITIAN ROAD, FUTIAN DISTRICT, SHENZHEN P.R. CHINA.

**4. Termination of the Agreement**

4.1. The Term of this Agreement is as provided in Section 6 below. Party A shall be entitled to extend the Term of this Agreement, for another year, under the same conditions, by notifying Party B in writing 30 days before the end of the Term of this Agreement. If Party A fails to give notice in advance, it shall be deemed that Party A agrees not to extend this Agreement for an additional one year, unless otherwise both Parties agree on the extension.

4.2. During the Term of this Agreement, Party A shall be entitled to terminate this Agreement at any time and for any reason upon 30 days advance written notice.

**5. Law and disputes**5.1.This Agreement shall be governed by and construed in accordance with the laws of China. If disputes arise in the performance of or related to this Agreement, they shall be settled amicably by both Parties in the first place.

5.2. If both Parties cannot settle legal disputes and cannot reach an agreement by negotiation within 30 days following the disputes firstly raised by one Party for negotiation, both Parties agree to submit the disputes to the exclusive authority of Hong Kong International Arbitration Center which shall have the exclusive jurisdiction in all matters concerning this Agreement.

1. **Term of Agreement**

This Agreement shall take effect from the date this Agreement is signed by both Parties, for a period of 3 years (the **Term**"). Extension of the Term shall be made in accordance with the provisions of Section 4.1 above. If there are any matters not covered in this Agreement, supplementary provisions shall be made by both Parties through negotiation, and the supplementary provisions shall be recorded in writing and signed by both Parties, which shall have the same effect as this Agreement.

1. **Confidentiality**

7.1. All material and information provided to Party B by or on behalf of Party A will be held in strict confidence by Party B at all times, will be used solely for the purpose of carrying out this Agreement and will not be disclosed to any third party, until and unless such information is:

* + 1. published and made available to the general public otherwise than through violation of this Agreement;
    2. in the possession of Party B prior to disclosure by or on behalf of Party A, as proven by competent written evidence; or
    3. thereafter rightfully obtained from a third party who is rightfully in possession of such information and data without restrictions on disclosure.

7.2 Furthermore, Party B may disclose confidential information to the extent that such disclosure is required to comply with law or an enforceable judicial order, provided, however, that Party B shall give reasonable advance notice to Party A and, at Party A request, shall cooperate with Party A to seek a protective order or other appropriate remedy. It will use its reasonable efforts to secure confidential treatment of any confidential information that will be disclosed.

7.3 Upon termination of the Agreement, all information provided to Party B by Party A under this Agreement shall be destroyed or returned to Party A, as Party A may deem fit and upon its first request.

1. **Title to Goods and IP Rights**

8.1 Both during and after the Term of this Agreement, Party B acknowledges and agrees that the title and the IP Rights to the Goods are the exclusive property of Party A and that the services provided by Party B under this Agreement and the use of the IP rights by Party B for the purpose specified in this Agreement, if any, constitutes use by Party A. Should Party B as a result of the use of IP Rights acquire any rights in the respective IP rights, Party B shall immediately assign such rights to Party A.

8.2 Party B shall immediately inform Party A about any infringement of the IP rights of Party A which it is aware of or which comes to its knowledge and shall advise and assist Party A in any proceedings taken against these infringements.

8.3 Party B undertakes that following the termination of this Agreement, to refrain from all further use of the IP rights or of any designs or packaging for the Goods and not to use any signs or trademarks which are similar to or likely to be confused with those used for the Goods in any way.

**9. Miscellaneous**

9.1 **Entire Agreement**. This Agreement, including its Annexes, constitutes the entire Agreement between the Parties on this subject. It replaces and supersedes any prior written or oral arrangements, agreements, offers, correspondence or proposals relating to its subject matter.

9.2 **Amendments.** Any amendments or changes to this Agreement shall be binding only if made in writing and if duly signed by both Parties.

9.3 **Severability**. If for any reason any provision of this Agreement shall be declared void and unenforceable, the remaining provisions shall, to the extent possible, remain valid.

9.4 **Assignment.** Rights and obligations arising under this Agreement shall not be assigned in part or in whole by Party B to any third party without the prior written approval of Party A.

9.5 **Change of Control**. Party B represents that it is a \_LIMITED\_ Corporation controlled by \_YANG LIU FEI\_ and \_\_/\_\_. Party B warrants that the control of Party B shall not be changed during the Term of this Agreement without the prior written consent of Party A.

Party A: Party B:

EDUSHAPE GROUP LTD SHENZHEN DONGTAI INTERNATIONAL LOGISTICS CO., LTD

Company seal: Company seal:

Signature: Signature:  
Date:09.Nov.2022 Date: 09.Nov.2022

Annex1 – Services & Prices

