

Ideal Shopping Direct Limited ("**ISD**")
Ideal Home House
Newark Road
Peterborough
PE1 5WG



BOOKING FORM

Company Name: THE ADVERTISER	Contact:	
Full Postal Address:	Position:	
	Tel:	
Company Registration Number:	Email:	
VAT Number:		
Special Conditions	Produc	t or Service Details
openiar comanioni	THE ADVERTISER	
	Actual show dates will be as	greed by both parties but may be
	subject to amendment from time to time by agreement.	
		, 3
	THE ADVERTISER agrees to I	run live shows on Ideal World on an
	ad-Hoc Basis	
	Contract to Expire 27th Dece	ember 2020
		nformation, images or footage to
	agreed deadlines prior to br	oadcast of each show.
	THE ADVERTISER will ma	anage all customer transactions and
		payments.
		ded Retail Selling Price
	Various Prices and Bundles	as agreed prior to each show
	Do.	yment Terms
		minimum of 7 working days prior to
	each Live show date.	Thininiani of 7 working days prior to
	cach live show date.	
	Shows will be invoiced sepa	rately.
TV Promotion Booking Details and charges	TV Promoti	on Booking Information
	Total Shows Booked:	
Ad-Hoc - Airtime costs will be as outlined below:		
	Sub Total:	
	VAT @ 20%:	
	VAI @ 20/0.	
	Total Package Price:	
The airtime fee for weekend shows and special ISD		
events may be more and will be agreed on a show		
by show basis.		
Cat Ha Fac		
Set-Up Fee		
ISD will charge a Set-Up Fee for the generation of Content for Shows and Marketing		
Content for Shows and Marketing	Ī	



The Set-Up Fee will include the generation of a 30" Pre- Show Promotional VT

Ad Hoc Charges

Additional Charges may apply for activity / work outside of agreed Fees. This may include additional creation of VT, Location Shoots, Set Creation, 3rd Party Marketing, Models and Guests. These will be discussed and agreed prior to any costs being incurred.

Commission Charges

ISD will recoup commission as agreed with THE ADVERTISER and to be paid as detailed in the Lead Generation Terms and Conditions.

Scheduling

Actual Show dates will be agreed by both parties but may be subject to amendment from time to time by agreement

ISD will agree with THE ADVERTISER the TV schedule for Live, As Live

ISD will run **Marketing Events** from time to time and, where that event timing coincides with planned THE ADVERTISER shows, there is a requirement for THE ADVERTISER to support the theme of those events. (e.g. ½ price/ Giveaway / Free P&P). Should THE ADVERTISER not be in a position to support the event ISD reserves the right to remove the THE ADVERTISER show from that scheduled slot and offer an alternative time and/or day

Presenters

ISD will use reasonable endeavours to secure the agreed Presenter / Model on THE ADVERTISER shows, In the event that one or other is not is not available, alternative options will be presented to THE ADVERTISER with as much notice as possible. ISD cannot legislate for illness or unforeseen circumstances regarding presenter availability.

Marketing your Shows

ISD agree to market THE ADVERTISER live shows as outlined below:

- Playout of the Pre-show promo in the 7 days prior to the live broadcast
- THE ADVERTISER marketing leaflets in Ideal World customer parcels. Such leaflets will be subject to prior approval by ISD before printing. THE ADVERTISER will print and deliver the leaflets to ISD at THE ADVERTISER cost. Despatch dates are subject to availability. Where THE ADVERTISER despatch directly to ISD customers, ISD permits THE ADVERTISER to include promotional flyers within THE ADVERTISER parcels providing that ISD is featured on



those communications. Such flyers will be subject to prior approval by ISD.			
ISD Account Executive Details Name :	Banking Details Beneficiary Name: Ideal Shopping Direct Limited		
Email:	Account No: 29399890		
Tel:	Sort Code: 54-21-38		
IMPORTANT INFORMATION:			
 This Booking Form, together with the Lead Generation Terms and Conditions, EDI letter and Data Processing Agreement will form your agreement (the "Agreement") with Ideal Shopping Direct Limited. By signing this document, you agree to 			
all terms set out within the Agreement.			
2) Acceptance of booking is subject to Ideal Shopping Direct Limited approving sample product(s), service(s) and			
documentary evidence of product or service claims.			
3) In the event of any conflict between this booking	ng form and those in the Lead Ge	eneration Terms and Conditions, the terms	
in the Booking Form will prevail.			
Signed on behalf of :	Signed on behalf of		
Company Name THE ADVERTISER	Ideal Shopping Direct Limited:		
Title:	Title:		
Name:	Name:		
Signature:	Signature:		
Date:	Date:		
A duly authorised Signatory	A duly authorised Signatory		
Registered Office: Ideal Home House, Newark Road, Peterborough, PE1 5WG.			
Registered in England No.1534758. Vat No. GB 738 1640 28			
<u> </u>		<u> </u>	

Advertiser Terms and Conditions – Buy Any Time Agreement

for (The Advertiser) ("You" or "Your")

On the terms set out below, Ideal Shopping Direct Limited ("Ideal" or "we") will advertise your products in television shows and/or on-line as agreed and detailed on the Booking Form. You will supply all products sold to by Ideal to Ideal's customer, as notified to you through Ideal's EDI system.

Together with our invoice, the Booking Form and any of Ideal's policies referred to in these Terms and Conditions or notified to you from time to time, this document sets out the entire agreement between us ("Agreement"). In the event of any inconsistency, the terms of the Booking Form will prevail. The Agreement can only be amended in writing and if signed by a duly authorised person on behalf of both parties.

1. Airtime and Content

- 1.1 We will advertise your products as specified on the Booking Form during the term of this Agreement in return for a Commission Fee payable by you for each Product sold by Ideal as per the rates set out within the Booking Form.
- 1.2 You will provide us with samples of products free of charge and details of the product features and benefits and all other information required to assist our staff in creating the best live video demonstration and on-line advertisement for you and also to comply with legal and regulatory



- requirements. In addition, this information will assist our Customer Services Department in dealing efficiently with customer enquiries.
- 1.3 All intellectual property rights in the show and any film or web content produced in relation to this Agreement belongs to Ideal absolutely. Ideal may, upon request, make this available to you for use in relation to marketing of your products.

2. Warranties and Indemnity

2.1 You warrant that:

- a. you have the right to sell the products and to enter into this Agreement and to grant to Ideal the rights set out in this Agreement;
- b. the products (including their production, packaging, labelling, safety, import and transport) comply with all applicable laws and regulations, and contain (in English) all instructions and labelling required by law and regulation to render them safe;
- you are responsible for ensuring that all claims made on air or on Ideal's website in respect
 of your products are true and not misleading and comply with the Television Advertising
 Standards Code issued by the Broadcast Committee of Advertising Practice;
- d. the products are new, of satisfactory quality and reasonably fit for their purpose and free from all defects, are the same as samples provided and written documentation provided by you and are not reworked, rebuilt or refurbished;
- e. where applicable, reasonable and representative tests as prescribed by applicable laws and regulations have been performed;
- f. the products and similar goods are not and have not been subject to product liability claims or product recall notices;
- The Advertiser shall keep Ideal indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Ideal as a result of or in connection with: (a) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of you, your employees, agents or subcontractors (including product recall); (b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Advertiser, its employees, agents or subcontractors; (c) any claim made against Ideal for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods; and (d) the Advertisers breach of any of the obligations, representations or warranties contained in this Agreement.
- 2.3 For the duration of the Contract, the Advertiser shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 2.4 This clause 2 shall survive termination of the Contract.

3. Advertiser obligations

- 3.1 If you offer any warranty for your products, full details must be provided prior to any show(s) going live.
- 3.2 If your stock is being imported you must ensure that any instructions sent with the products are in English. Preferably, we require multi-language instructions (German, French and Spanish);



- 3.3 Ideal will advertise your products on the agreed airtime and also on our website(s) for the duration of your campaign, as agreed on the Booking Form. We will take orders on your behalf and will continue to take orders whilst your products are on line. If you run out of stock or the campaign ends, your products will be deleted from the website(s).
- 3.4 Ideal may market your products on 3^{rd.} party sites, including, but not limited to search engines and affiliate networks;
- 3.5 Ideal may market your products via paid search channels optimised for relevant keywords including brand names (where applicable);
- 3.7 Once we have processed the order, you will receive a supplier order listing. You will despatch orders promptly and preferably within 48 hours of receipt (but no later than 72 hours of receipt). Documentation including the direct despatch supplier listings is sent to you by EDI only. It is your responsibility to ensure that the EDI system remains update to date with all despatches completed by you. Ideal will raise a self-billing invoice for all orders that have been confirmed as despatched by you since the last statement run. Payment will made in accordance with clause 7.

4. Refunds/Replacements/Returns

- 4.1 We offer our customers a 14-day money back guarantee unless you advise us of, and we accept, a different period. You must honour this guarantee.
- 4.2 We refund the customer the whole amount of their purchase costs and will charge this to you, plus the cost of returning the products to you and any other costs that are due to us. We will retain any commission, which cover our costs in handling the original order.

5. Return product procedure

- 5.1 When we receive product returns for either a refund or replacement, or if your products are faulty or otherwise non-compliant on delivery to us, a GRN (Goods Return Number) will be sent to you showing the total items to be returned by us for either refund or exchange, and showing how many items are being returned to you. These returns will be sent at various times throughout the month depending upon the level of customer returns. If we have made a refund due to non-receipt of the item by the customer obviously, we cannot return the product to you. We do not insure goods in transit to customers.
- 5.2 You will receive from us a self-billing credit note, relating to all GRNs, which summarises the refunds made during the statement period. The cost of returning the goods to you will also be included on the self-billing credit note. This document will be sent with the Remittance Advice. Garmin will raise a credit note once the items have been received at our Returns Centre with a valid RMA number.

6. Replacement procedure

- 6.1 For products that are returned for replacement by our customer, you are paid for the original order in the normal manner. A self-billing invoice is not raised for the replacement order but the products are despatched to the customer immediately upon notification by Ideal to you.
- 6.2 The item returned for replacement will be returned to you in due course as detailed in clause 5.

7. Charges and Commission

7.1 You will pay the commission payments on any sales as set out on the AAT (Available All Time) Booking Form. The commission arrangement will be outlined within the agreed Booking Form and is deducted prior to Ideal making any payment to you for the agreed cost of the goods (as agreed on Booking Form). A statement will be produced on a monthly basis setting out sales made, commission deductions and Openpay and/or Flexipay commission deductions. Payment will be made at the end of each statement period.



- 7.2 We reserve the right at any time, to withhold up to 20% of the gross amount of your invoice for a maximum period of up to 30 days to cover anticipated returns. Ideal will continuously review your returns rate to ensure that an appropriate amount is withheld.
- 7.3 If you agree to consumers using Ideal's payment plan provider, Openpay and/or Flexipay, then you must pay a commission on each applicable sale. Full details of the commission rates will be sent to you under separate cover.

8. Data Protection

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Ideal Shopping Direct is the data controller and the Advertiser is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). "Data Subject" means an individual who is the subject of Personal Data.
- 8.3 Without prejudice to the generality of clause 8.1, Ideal Shopping Direct will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Advertiser for the duration and purposes of this agreement.
- 8.4 Without prejudice to the generality of clause 8.1, the Advertiser warrants that is shall, in relation to any Personal Data processed in connection with the performance by the Advertiser of its obligations under this agreement:
 - a) process that Personal Data in accordance with the written instructions of Ideal unless the Advertiser is required by Applicable Laws to otherwise process that Personal Data. Where the Advertiser is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Advertiser shall promptly notify Ideal of this before performing the processing required by the Applicable Laws.
 - b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Ideal has been obtained and the following conditions are fulfilled:
 - (i) Ideal or the Advertiser has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Advertiser complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;



- (iv) the Advertiser complies with reasonable instructions notified to it in advance by Ideal with respect to the processing of the Personal Data;
- e) assist Ideal, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify Ideal without undue delay on becoming aware of a Personal Data breach; and
- g) at the written direction of Ideal, delete or return Personal Data and copies thereof to Ideal Shopping Direct on termination of the agreement unless required by Applicable Law to store the Personal Data.
- 8.5 The Advertiser shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of Ideal or as provided for in this Agreement.
- The Advertiser shall notify Ideal immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 8.7 The Advertiser shall, at all times during and after the Term, indemnify Ideal and keep Ideal indemnified against all losses, damages, costs, fines or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Ideal arising from any breach of the Supplier's obligations under this clause 8 except and to the extent that such liabilities have resulted directly from Ideal's instructions.

9. Confidentiality

- 9.1 A party (**Receiving Party**) shall keep in strict confidence all commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of the Disclosing Party's confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations or, in the case of the Customer Party, exercising its rights, under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 9.2 This confidentiality obligation shall not apply to any information which is in the public domain (other than due to your breach) or which has already been independently generated by you, or which is required to be disclosed by law.
- 9.3 This paragraph 9 of these Applicable Terms shall survive termination of this Agreement.

10. Accounting procedures

- 10.1 Under the rules of HM Customs & Excise, we operate self-billing invoices for the sale of your products and self-billing credit notes for any refunds. This enables us to undertake a significant workload on your behalf. Under the rules of the scheme we supply you with the original of both the invoices and credit notes.
- 10.2 The self-billing invoice is a financial document and must be entered as a revenue item in your sales ledger. The self-billing credit note is also a financial document and must also be entered in your sales ledger. By signing this Agreement you confirm your agreement for participation in the scheme which will last for the duration of this Agreement.
- 10.3 Payments due to you will be processed via BACS. A Remittance Advice showing all the entries including self-billing invoices and self-billing credit notes will be sent to you on the day the BACS payment is raised.



- 10.4 The Remittance Advice will show:
 - a. Self-billing invoices for sales despatched
 - b. Invoice for our commission or charges (if any)
 - c. Self-billing credit notes for refunds or exchanges or other credits
 - d. Openpay and/or Flexipay commission rates
- 10.5 The payment to you will be calculated on the total of the gross value of the self-billing invoice for product despatched, less self-billing credit notes, less our commission/charges (if any).
- 10.6 The statement period is per Ideal's accounting period and payment to you is made generally during the second week in the following period. On the statement run date, we raise an invoice to you representing our commission /charges (if any). The invoice, with a schedule showing the breakdown of how the commission/charges were calculated ,will accompany the Remittance Advice.
- 10.7 If payment is due, the amount will be credited to your bank account via a BACS payment. If there is a balance due to Ideal, the amount becomes payable on the date shown on the invoice.
- 10.8 The selling price of products includes VAT (unless the product is exempt or zero rated). We have to account to HM Customs & Excise for all VAT collected. If you are not VAT registered, you will receive the net of VAT selling price less our commission/charges. Please notify us if you change your VAT number or your VAT registration is cancelled.

11. Suspension and termination

- 11.1 Ideal may in its discretion suspend its obligation to advertise your products/broadcast a show (as specified in the Booking Form) if:
 - a. you are unable to confirm to Ideal's satisfaction that you have sufficient stock available to satisfy demand for products to be featured in a show; or
 - b. you are in breach of any provision of this Agreement or in Ideal's opinion would be unable or unwilling to comply with this Agreement if the show were to be broadcast.
- 11.2 The suspension of a show broadcast will not affect your obligation to make payment in respect of that show pursuant to clause 7 above.
- 11.3 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 10 days the party not affected may terminate this agreement by giving seven (7) days' written notice to the affected party.
- 11.4 Ideal may terminate this Agreement immediately by notice in writing to you:
 - if a show or shows have been suspended pursuant to clause 11.1 (a) or (b) above;
 - b. if a Force Majeure Event affects its ability to transmit shows for ten (10) days or more;
 - c. if you commit a material or persistent breach of this Agreement (which if capable of remedy is not remedied within fourteen (14) days of notification by us specifying the breach and requiring it to be remedied).
 - d. if a receiver is appointed over substantially the whole of your property or assets, if you make any voluntary arrangement with your creditors or become subject to an administration order, if you are wound up or go into liquidation, or made bankrupt or if anything analogous to the foregoing occurs in any relevant jurisdiction.



Any termination by Ideal in accordance with this clause is without liability and without prejudice to any claim which Ideal may have in respect of breach of the Agreement.

12. Miscellaneous

- 12.1 If you become aware of any defect or possible defect in the products that may or will require the products to be recalled from customers, you will immediately inform us. You will co-operate with us and any applicable regulatory authority. All costs are to your account, including the costs of any product recall.
- 12.2 You will not make any public statement in relation to a product recall without our consent (not to be unreasonably withheld or delayed), unless required by law.
- 12.3 You may not assign or sub-let or otherwise deal, whether in whole or in part, with any rights, claims or obligations under this Agreement.
- 12.4 Any waiver of this Agreement by Ideal must be in writing and signed by a director of Ideal. It will not prevent Ideal from subsequently taking action in respect of the same or other matters.
- 12.5 In the event of any term of this Agreement being held or otherwise deemed to be void and/or unenforceable then it shall be deleted from this Agreement but all of the other provisions will remain in full force and effect.
- 12.6 The rights and benefits under the Agreement are expressly made available to Ideal and all associated companies. Unless otherwise expressly agreed in writing by both of us, nothing in these conditions is intended to confer any rights or benefits on other third parties. No party except Ideal and you shall be required to consent to a variation or termination of the Agreement.
- 12.7 This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the Courts in England and Wales.

EDI Set-UP – Document

Supplier Name and Address

As Detailed within the Booking Form (The Advertiser)

Dear Advertiser,

Re: Annual EDI Charges

As we have made you aware, Ideal Shopping Direct Limited operates an EDI system and it is a prerequisite to doing business with us that you subscribe to our EDI programme. The aim of our EDI implementation was to improve the accuracy, speed and validation processes around the customer supply chain and to improve customer service levels, with the additional benefit of a secure trading platform.

It is standard practice in the eTrading arena for service charges to be applied to each user of a secure trading platform, and as such our charges are fixed and non-negotiable. Detailed below are our rates for the current calendar year. There will, however, be no additional transaction charges.

Purchases => £1,000,000	£5,000
Purchases => £250,000 < £1,000,000	£3,000
Purchases => £75,000 < £250,000	£2,000
Purchases => £25,000 < £75,000	£600
Purchases =< £25,000	£300
New supplier initial set up fee	£300

[&]quot;Purchases" mean gross purchases less supplier returns, excluding VAT.

New Suppliers

As a new supplier, we will debit your account with the initial set up fee of £300 together with the minimum fee of £300 (as per the rate table above) at the point of creation of your account on our system, and these amounts will be deducted from your first invoice. A final assessment of full year purchases will be made at the end of the calendar year 10when we will take any additional charge as set out above by debiting your account. If there are no funds available we will contact you to discuss how the charge will be paid.

Current Suppliers

On an annual basis, we will charge you the minimum fee of £300 (as per the rate table above) at the start of each calendar year, which will be offset against any amounts due from us to you. Any additional charge will then be deducted at the end of the calendar year based on full year purchases. If there are no funds available we will contact you to discuss how the charge will be paid.

We will not write to you again about these charges unless we make any changes to the rates or how we operate taking the charges.

Our aim is to offer our customers the most efficient and timely service possible and give you the opportunity to grow with our business. We can only achieve this if we work together, and to that end, it is crucial that we deliver on each stage of the process; from defining the range of products we sell, placing our order with you, booking in, receiving the delivery into our warehouse and ultimately delivering to the customer, including direct delivery by you.

If you have any queries, please contact your Buyer, Merchandiser or Head of Buying and Merchandising.

Please print and sign this letter, and then return the signed copy to your Buyer as soon as possible. A scanned and emailed copy will be sufficient.

We look forward to working with you and growing both our businesses in the future.

Yours sincerely

Jamie Martin

CEO Ideal Shopping Direct Limited

Open Pay Set-Up

Supplier Name and Address

As Detailed Within the Booking Form

(The Advertiser)

Introduction to Openpay

Ideal Shopping Direct has successfully launched our Interest-Free Payment solution "Openpay" to our customers. The response has been extremely positive, with over 20% of our sales going through this payment route in the launch week.

As you will already be aware, Ideal Shopping Direct operates an Interest-Free Payment Scheme called "Flexipay." This payment scheme allows our customers to purchase goods over the value of £30 over 2, 3 or 4 payments. By offering "Flexipay" it also provides Ideal Shopping Direct with a clear point of difference versus many retailers in the market. We have been successfully running the "Flexipay" payment scheme for more than ten years now and if you are one of the suppliers who have supported this program, you will already appreciate the strength of this proposition.

"Flexipay" does, however, have one flaw. The plan has a maximum of 4 payments and while this is effective at a lower selling price point, I would like the opportunity to extend our portfolio of brands and products further. With this strategy, the intention is to attract a new customer to the channel, together with the ITV sales this all leads towards an increase in sales potential over the coming years.

I am happy to announce the implementation of a new payment option, "Openpay." This payment solution enables our customer to spread the cost of purchase across 2 to 12 equal instalments with no hidden fees and no interest.

There is a real commercial benefit in offering this solution. To provide this free offering to our customers, the financial cost of doing so will be shared between Ideal Shopping Direct and yourselves.

The "Openpay" fee will vary depending on the number of payments that the customer chooses at the point of purchase (see below). There is a minimum order value of £25 incl VAT for this to be applied, however, products may be added together in one basket to exceed the minimum amount.

Supplier fees: will be based on Ex Vat Selling Price

Number of Payments	Percentage Fee %
2	1%
3	1.5%
4	2%
5	2.5%

6	2.5%
7	2.5%
8	3%
9	3%
10	3.5%
11	3.5%
12	3.5%

^{*}We will not write to you again about these charges unless we make any changes to the rates

Our Commercial Finance team will start charging fees from the 19th December 2019. We will invoice you by the end of the month following and immediately offset against any monies owed (or the fees will be payable by you within 30 days of receipt).

We already offer our customers the best product deals (many thanks to the continued support from suppliers like yourselves) "Openpay" will be the key to enable our customers to spend at from Ideal World.

I hope that you are as excited about this opportunity as I am, this is a key tool to maximise sales.

Please print and sign this letter, and then return the signed copy to your Buyer as soon as possible. A scanned and emailed copy will be sufficient. If I do not hear from you then, unfortunately, your products will not benefit from this exciting additional sales driver.

I look forward to working with you and growing both our businesses in the future.

Yours sincerely

Frances Busby

Managing Director

Ideal Shopping Direct Limited