



Massivit Recommended Dimengel 100 Price Tier Program

Effective as of August 1st 2019

We wish to prioritize our most loyal customers' by enabling them more profitable utilization of our technology.

This proposed Dimengel Price Tier Program (the “**Program**”) offers **reduced printing costs** for end customers of MASSIVit 3D [Distributor's name] Massivit 3D (“**Massivit**”) that use large volumes of Dimengel, and thereby encourage our customers' business growth.

Massivit Dimengel Price Tier Program*

Price Tier	Price/KG (USD)	Minimum Dimengel Consumption Per Each 12-Month Period (Kg)
1 (price list)	\$100	N/A
2	\$80	500
3	\$60	1,000
4	\$50	2,000

*The Program applies only to product types mentioned in Appendix 1 to this Program

Joining this Program requires submitting a ‘Customer Request to Join Massivit Dimengel Price Tiers Program’ and an ‘Dimengel Price Change Request Form’ (please refer to Appendix 2). Eligibility to the Program is based on reaching an actual direct Dimengel consumption that meets the target in the course of the past 12 months prior to submitting such forms.

If you purchase Dimengel through a Massivit authorized distributor, please contact your authorized distributor to understand applicability of this Program to your business.

Terms and Conditions

1. Price Tiers

1.1 Customers are required to sign a Customer Request Form to Join Massivit Dimengel Price Tiers Program (see Appendix 2.1). In addition, a Dimengel Price Change Request Form (see Appendix 2.2) will be filled-in by Massivit or its authorized respective distributor. Massivit will respond to a Dimengel Price Change Request Form within approximately two weeks after considering the customer's Dimengel consumption history. Massivit shall have full discretion to decide, whether or not to accept a request by a customer to join the Program and it will confirm such decision in writing to the customer. Price tier is determined based on the customer's actual Dimengel consumption during the 12-month period preceding the filing of the Customer Request Form and/or the Dimengel Price Change Request Form. Customer is required to reach an actual Dimengel consumption that meets the minimum requirement of the applicable tier. The on-going Dimengel consumption of each participating customer will be reviewed by Massivit towards the end of each calendar quarter. If the actual Dimengel consumption will not be in line with the previous rolling 12 months Dimengel consumption, **the price tier for the next calendar quarter will be readjusted in accordance with the actual Dimengel consumption.**

1.2 The Program is valid for future purchases only; no retroactive credit will be given.

1.3 All prices are EX-WORKS and do not include shipping costs, taxes or duties.

2. Program Membership. Membership in this Program is open only to customers located in the United States, Canada, France, Italy, Germany, UK, Japan, South Korea, and Australia. In connection with direct use of Dimengel, Membership in this Program is offered at the sole discretion of Massivit. Massivit and the authorized distributor, where applicable, have the power, in their sole discretion, to cancel the membership of an existing participant or withdraw an upgrade (as applicable) to any price tier, by providing the participant with a 30-days' prior written notice.

3. Program Effectiveness. This Program is effective as of the date of its publication. Massivit may change, add to, modify or withdraw this Program, as well as any benefits provided in connection with this Program and any special offers or promotional offers associated with any tier, at any time at its sole discretion, by providing the participants a 90-days' prior written notice.

4. Scope of the Program. The Program is valid only to product types mentioned in Appendix 1 of this Program (recommended Dimengel price list).

5. Limitation of Liability. Massivit shall not be liable to any customer for any direct, indirect or consequential loss, damage or expense of any kind whatsoever, arising out of, or in connection with this Program and/or the provision or a refusal to provide any benefits, including whether such loss, damage or expense is caused by the negligence or otherwise, and whether Massivit has any control over the circumstances giving rise to the claim or not. Massivit shall not be liable for any loss or damage, whether direct or indirect, resulting from termination or change of, or to the Program or any of the

benefits or arrangements which are made available to customers, including, without limitation, customer's withdrawal or the withdrawal or limiting of any such services or benefits.

6. Internal Use/Intellectual Property Rights. All the Dimengel and consumables that are provided to Massivit's customers are provided strictly for such customer's own internal use and not for resale or transfer to any third parties. The membership in this Program is non-transferable or assignable. All rights not expressly granted herein are reserved to Massivit. Customer is not permitted to directly or indirectly, modify, enhance, adapt, translate, make improvements, create derivative works of, disassemble, decompile or reverse engineer the Dimengel or other consumables provided to it. Customer will not have any intellectual property rights, such as, but not limited to patents, copyrights, trade secrets, trademarks, Massivit's intellectual property rights or any other rights with respect to the Dimengel and consumables.
7. Privacy. The personal information provided by a customer in the application forms: (i) will be retained and used by Massivit, and/or its authorized distributors and representatives, to ensure the efficient conduct of the Program; (ii) may be disclosed as required by law; (iii) may be used by Massivit to send customer communications about promotions, services, products and facilities offered by Massivit.
8. Confidentiality. Customer commits to keep the all information provided to him as part of the Program, including, being proposed to join the Program and joining it, in strict confidentiality and not to disclose it to any 3rd party without Massivit's prior written consent.
9. Disposal. Disposal of any Dimengel and consumables shall be made in accordance with local, state and federal waste handling and disposal regulations.
10. Governing Law. This Program will be governed by the laws of the State of Israel. In the event of any disputes, the appropriate court in Israel, Israel shall have exclusive jurisdiction. The parties waive any jury trial rights.



** Massivit's authorized distributors may determine the Dimengel prices, at their sole discretion



Appendix 2.1: Customer Request Form to Join Massivit Dimengel Price Tiers Program

I, Garner Holt, hereby apply to join Massivit Recommended Dimengel Price Tiers Program (**"the Program"**) on behalf of Garner Holt Productions (**"the Customer"**).

I confirm that I understand the Program and all its terms and conditions. I am aware that the Program may be amended from time to time or terminated by Massivit based on its sole discretion.

I am an authorized representative of the Customer to sign on to this Program.

Sincerely,

Customer Signature

Massivit 3D

Distributor Signature -for indirect customers

Name: Garner Holt

Title: President

Name: _____

Title: _____

Appendix 2.2: Dimengel Price Change Request Form

Distributor/Massivit regional office:	MASSIVit 3D
Requested By:	Juergen Huemer
Date Submitted:	12/20/2019
Customer Name:	Garner Holt Productions
Street Address:	1255 Research Drive
City / State / Zip Code:	Redlands 92374
Contact Name:	Garner Holt
Phone:	+1 909 799 3030
Email:	garner@garnerholt.com

Company Profile:	World's Largest Manufacturer of Animatronics & Animatronic Figures
Massivit Printers, by model and quantity:	MASSIVit 1800 Pro x1
Current Dimengel pricing:	\$ 100 per kg
Requested Dimengel tier	TIER 3 - \$ 60/kg for calender year 2020
Previous 12-month purchase history from time of request, in dollars and liters:	0

Future Company Potential: List growth potential or other relevant information	
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Massivit Authorized Signatory Use Only

Submitted by:	Date:	Approved / Denied	Reason
Juergen Huemer	12/20/2019		