

## DISTRIBUTION AGREEMENT

THIS NON-EXCLUSIVE DISTRIBUTION AGREEMENT is made and entered into as of this 07<sup>th</sup> day of July, 2016 ("Effective Date"), by and between **Massivit Ltd.**, an Israeli company having its principal place of business at 11 Pesakh Lev street, Lod, 712936, Israel ("Massivit"), and **Alphaprint Comercio Importação Exportação Ltda** ("Distributor"), a corporation having its principal place of business at Avenida Jaguaré 818, galpões 07/08 – Jaguaré, São Paulo – SP, 05346-000, Brazil.

### RECITALS

WHEREAS, Massivit wishes to appoint Distributor as a non-exclusive authorized distributor to sell, and support designated Massivit products, and Distributor wishes to accept this appointment, subject to the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

#### 1. DEFINITIONS.

- 1.1. "**Consumables**" shall mean Massivit's proprietary resin, as specified in the Price List.
- 1.2. "**Customer**" shall mean a person or entity that obtains the Products for internal business purposes or personal use, and not for resale, license, or distribution to third parties.
- 1.3. "**Documentation**" shall mean any documentation and literature that is provided by Massivit, from time to time, in connection with the resale, use, installation and/or support of the Products pursuant to this Agreement. Such Documentation may be made available to the Distributor and/or Customer through the Massivit website.
- 1.4. "**Product(s)**" shall mean Massivit product(s) set forth on Price List, which products are comprised of Software and hardware, and any accompanying Documentation.
- 1.5. "**Software**" shall mean the object code form of both (i) Massivit's proprietary software or firmware and (ii) software and firmware that Massivit has obtained pursuant to rights granted from third parties, which software Massivit may distribute as standalone Products or may incorporate into the Products. Software is only licensed and not sold to distributors under the terms of this agreement.
- 1.6. "**Spare Parts**" shall mean the components used to maintain and repair the Products, as described in Massivit's documentation.
- 1.7. "**Taxes**" shall mean all taxes associated with the marketing, distribution and delivery of the Products ordered hereunder, including but not limited to sales, use, excise, value-added and similar taxes and all customs, duties or other governmental impositions.
- 1.8. "**Territory**" means the target market of commercial print service providers only, in the following geographic area: Brazil.
- 1.9. "**Transfer Price**" shall mean Massivit's Distributor price list for the Products, Consumables and Spare Parts applicable to the Territory, attached as Exhibit A, which price list Massivit may change from time to time as set forth herein.

#### 2. LICENSES & LIMITATIONS.

- 2.1. **Appointment and License.** Subject to the terms of this Agreement, Massivit hereby appoints Distributor as a non-exclusive distributor of the

Products and Consumables in the Territory, and Distributor hereby accepts such appointment. In connection therewith, and subject to the terms of this Agreement, Massivit hereby grants to Distributor, a non-transferable, non-exclusive right (i) to resell the Products and Consumables that Distributor purchases from Massivit hereunder solely to Customers within the Territory; and (ii) to use the Products and Consumables for any other purposes set forth in this Agreement, including for demonstration purposes. Massivit and its licensors retain ownership of all patents, copyrights, trademarks, trade names, trade secrets, and other intellectual property rights relating to, embodied by or incorporated in the Products and Consumables. All rights not expressly granted to Distributor herein are reserved by Massivit.

- 2.2. **Limitations.** Distributor shall not, without Massivit's prior written consent, directly or indirectly, (a) solicit sales of the Products or Consumables outside of the Territory, (b) engage any third party distributors to distribute the Products or Consumables, or (c) sell the Products or Consumables to customers whom Distributor knows or has reason to know intend to resell the Products. Distributor agrees not to modify or create derivative works of the Products, or any part thereof; or reverse engineer, decompile, or disassemble the Software or otherwise reduce the Software to human-perceivable form, or to encourage or assist third parties in doing so. The Products are offered for sale by Massivit, subject in every case to the condition that such sale does not convey any license, expressly or by implication, to manufacture, duplicate, or otherwise reproduce any of the Products, Consumables or Software and Spare Parts.

3. **PRODUCTS; SUPPORT.**

- 3.1. **Products.** Massivit shall have the right, in its sole discretion, without liability to Distributor, to (a) change the design, or discontinue developing, producing, licensing or distributing any of the Products or Consumables, *provided that* Distributor is given at least sixty (60) days' prior written notice of any Product discontinuance, and (b) announce new products to which the terms and conditions of this Agreement do not apply. Additionally, Products may be added to the Agreement by execution of a mutually agreed upon addendum to this Agreement.
- 3.2. **Massivit's Support.** For the support fee as set forth on Massivit Logistics Guideline, Massivit shall provide support services as set forth on Exhibit D hereto.

4. **ORDERING PROCEDURES.**

- 4.1. **Ordering Procedure.** All orders placed by Distributor for Products, Consumables, and Spare Parts require a written purchase order, are subject to acceptance by Massivit in Massivit's sole discretion, and are subject to an overall credit limit as determined by Massivit from time-to-time. All purchase orders must be faxed to Massivit at fax # 972-8-6900758. Any additional or different terms on Distributor's purchase orders shall have no force or effect and shall be superseded by the terms of this Agreement. Purchase Orders shall be signed by an authorized official of Distributor and shall specify: (a) the Purchase Order number; (b) quantities; (c) purchase price; (d) Tax status including exemption certificate number if tax exempt; (f) requested delivery schedule; (e) preferred shipping method and (f) exact "Ship to" address.
- 4.2. **Shipping>Title/Acceptance.** Distributor shall be responsible for payment of the costs of shipping and insurance associated with the delivery of Products, Consumables, and Spare Parts. For Products, delivery will be



FOB Israel Title to the Products, Consumables, and Spare Parts will pass to Distributor upon payment in full for the applicable order, exclusive of (i) title to the Software, which shall remain at all times with Massivit and/or its licensors and (ii) the rights retained under Section 2.1 above. Until payment is made in full, Distributor shall keep the applicable Products, Consumables, and Spare Parts insured for their full value. All shipments shall be deemed accepted upon receipt. Distributor has a period of ten (10) days after receipt to notify Massivit in writing of any discrepancies or nonconformity in the applicable shipment. Massivit will promptly address any documented discrepancy or nonconformity.

- 4.3. **Massivit Order Cancellation.** Massivit reserves the right to cancel, suspends, refuse, or delay any orders, if Distributor (a) fails to make any payment when due, (b) fails to meet credit or financial requirements established by Massivit, or (c) otherwise fails to comply with the terms and conditions of this Agreement.

5. **PAYMENT TERMS AND CONDITIONS.**

- 5.1. **Prices and Payments.** Massivit will sell the Products, Consumables, and Spare Parts to Distributor at Transfer Price. All payments shall be made in accordance with the terms set forth on Exhibit C, subject to initial and continuing credit approval. Payments not received by Massivit when due may be subject to a late payment charge of one and one-half percent (1.5%) per month or the highest amount permitted by law, whichever is less. Additionally, in the event that Distributor does not pay all amounts due within thirty (30) days after the invoice date, Massivit shall have the right to take reasonable actions to enhance its business and the service to Customers. Distributor is not permitted to offset any credits or amounts owed to it against amounts owed to Massivit without prior written authorization by Massivit.
- 5.2. **Taxes.** Prices are exclusive of all Taxes, which shall be borne by Distributor. Distributor shall also pay all costs, including collection costs, penalties and interest, associated with the Taxes. If claiming Tax exemption, Distributor must provide Massivit with valid Tax exemption certificates.
- 5.3. **Suggested Customer Prices.** Massivit will publish suggested retail/Customer prices for the Territory. The Distributor may vary from the Massivit Suggested Customer Prices.

6. **PRICE CHANGES.**

Transfer Prices are subject to change, provided Distributor is given sixty (60) days' written notice of any price increases. Once notice of a price increase has been given, Massivit will charge Distributor at the old Transfer Price only for orders received by Massivit prior to or during the 60-day notice period, thereafter all orders will be charged based on the new Transfer Price.

7. **WARRANTY; PRODUCT RETURNS.**

- 7.1. **Limited Warranty.** Massivit warrants to Distributor that each new Product, will be free from defects in materials and workmanship under normal use and service for a period of the earlier of fifteen (15) months from the date of shipment to Distributor and (ii) twelve (12) months from the date of installation.

Massivit warrants that each spare part for the Product ordered from Massivit under this Agreement will be free from defects in materials and workmanship under normal use and service for a period of three (3) months from installation.

Massivit's sole liability under valid warranty claims will be limited, at Massivit's option, to repair or replacement of defective parts of the Products during Massivit's warranty period. During warranty, upon replacement, any removed part shall become the property of Massivit. Replacement Spare Parts may be refurbished or contain refurbished materials.

Any defective part to be repaired by Massivit, in its discretion, shall, with Massivit's prior written authorization, be returned to Massivit, at Distributor's sole expense, within the applicable period with a Return Materials Authorization (RMA) number from Massivit.

All warranty replacements or repair of parts will be limited to Product malfunctions that, in the reasonable opinion of Massivit, are due and traceable to defects in original material and workmanship. In order to enable Massivit to properly administer this warranty, Distributor will notify Massivit promptly in writing of any claims and will provide Massivit with the opportunity to inspect and test each Product or spare part claimed to be defective.

This warranty does not extend to Products or Spare Parts thereof that have been subjected to use with unauthorized Consumables, misuse, abuse, improper application, alteration, accident, negligence or incorrect repair or servicing not performed by Massivit or authorized personnel.

7.2. **Distributor Warranty.** Distributor shall provide a warranty for all Products; from the date Products are installed at the Customer site. Such warranty shall cover the repair, maintenance, and software application support to the Customers of the Products. Distributor shall be responsible for accepting and responding to warranty claims from Customers and shall maintain trained personnel, tools and the inventory necessary to promptly and efficiently respond to warranty claims from Customers. Distributor shall give all warranties to Customers. Massivit shall have no warranty responsibility to any Customer.

7.3. **Exclusion of Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS", AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MASSIVIT DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

## 8. **RESPONSIBILITIES.**

8.1. **Product Distribution.** Distributor shall use its best efforts to market and distribute the Products in the Territory. Distributor agrees to conduct business in a manner that reflects favorably at all times on the Products, goodwill and reputation of Massivit and avoid deceptive, misleading or unethical practices, and refrain from making any representations, warranties or guarantees with respect to the Products that are inconsistent with those made by Massivit in its published literature for the Products.

8.2. **Promotional Efforts.** Distributor shall advertise the Products in advertising media of Distributor's choice in accordance with Massivit's standard cooperative advertising policies as specified from time to time, provided that

the primary audience or circulation is located in the Territory. Distributor shall make full use of all promotional material supplied by Massivit and make available literature and other information that Massivit requires to be transmitted to Customers. The parties shall meet quarterly during the term of this Agreement in which meeting Distributor shall report to Massivit on said advertising and other promotional activities and coordinate and plan the advertising and other promotional activities for the upcoming quarter.

- 8.3. **Business Plan.** At least sixty (60) days before the end of each calendar year, Distributor will submit to Massivit for approval a draft business plan outlining its proposed marketing and sales activities for the coming year, and will use its best efforts to implement Massivit's recommendations thereto. Such business plan when agreed by both parties shall be executed by Distributor. Such business plan shall include at least, but not only the following topics: marketing & promotion activities plan, training plans, allocation of resources (sales, support, application etc.) etc.
- 8.4. **Reports.** Upon Massivit's written request, Distributor shall prepare and forward a report showing Distributor's inventory of the Products purchased from Massivit as of the end of the previous calendar month. Additionally, Distributor shall submit to Massivit on a quarterly basis, or per request a rolling forecast of Distributor's sales by Product and a report on its prospects and their status in the sale process. This can be done or via Massivit's CRM system or excel file or other.
- 8.5. **Product Manager.** Distributor shall appoint a qualified Product Manager to serve as a liaison and chief point of contact between Distributor and Massivit for all Product marketing, sales and technical issues and updates.
- 8.6. **Demonstration Systems.** Distributor shall maintain demonstration systems capable of supporting the most technically advanced Products in order to support its marketing obligations hereunder. Distributor will identify the configuration and location of all demonstration systems upon request of Massivit. Transfer Prices and payment terms of Demonstration systems is part of the price list.
- 8.7. **Information.** Distributor shall keep Massivit informed on any changes in the Territory's market which affect or might affect sales of the Products, as well as to problems encountered and resolutions proposed and shall communicate promptly to Massivit any and all modifications, design changes or improvements of the Products suggested by any customer, or any employee or agent of Distributor. Distributor further agrees that Massivit shall be and remain the exclusive owner of such information.
- 8.8. **No Adverse Interests.** Distributor will avoid all circumstances and actions that could cause Distributor to have adverse interests or divided loyalty with respect to meeting its obligations under this Agreement. Accordingly, Distributor may represent, sell or promote other products that are complementary to, but not in competition with, the Products. Distributor will promptly inform Massivit of all product lines Distributor is representing, and whether any products are or may be considered to be competing with the Products. Massivit will thereafter have the right to terminate this Agreement, if Massivit determines that the distribution of such competing products by Distributor is against its best interest in the Territory.
- 8.9. **Additional Distributor Responsibilities.** Distributor shall provide additional support and training services as set forth on Exhibit D hereto.

9. **SALES TARGET.**

Prior to the commencement of the initial term of this Agreement, and thereafter prior at least 60 days before the end of each calendar year, the parties will agree on quarterly purchase objectives ("Sales Target"), and Distributor shall make best efforts to achieve such Purchase Objectives. The Parties shall both appoint focal point that will meet or conference at least once a quarter to follow up on the Sales Target, training plans and any other relevant business issue including reviews of reports and activities. Initial Purchase Objectives are set forth on Exhibit E.

10. **TRADEMARKS AND TRADE NAMES.**

- 10.1. **Trademark License.** During the term of this Agreement, in the marketing, advertising for, and resale and support of the Products in the Territory, Distributor is hereby granted the right and license to use and display Massivit's trade names and trademarks set forth on Exhibit F, which Exhibit Massivit may, in its sole discretion, revise from time to time (the "Trademarks"). Any such use shall inure to the benefit of Massivit and shall be in accordance with Massivit's guidelines or other instructions regarding the use of the Trademarks, which guidelines Massivit may modify from time-to-time in its sole discretion. Distributor will not make or permit alteration of the Products or removal or modification of any tags, proprietary or copyright notices, labels, or other identifying marks placed by Massivit or its agents on the Products or Consumables or associated literature.
- 10.2. **Trademark Ownership and Usage.** Distributor acknowledges and agrees that Massivit is the exclusive owner of the Trademarks. Distributor may not contest the Trademarks, or register or attempt to register in any jurisdiction any Trademark or any confusingly similar trademark or trade name. Distributor shall not do or suffer to be done any act or thing that would impair Massivit's rights in its Trademarks or damage the reputation for quality inherent in the Trademarks. Distributor shall market, distribute, and support the Products only under the Trademarks, and not under any other trademark or logo. Distributor agrees not to use the Trademarks with respect to any products or materials not provided by Massivit, or in any way that might result in confusion as to Massivit and Distributor or any third party being separate and distinct entities. Distributor agrees to provide Massivit in advance with samples of each of Distributor's uses of the Trademarks. In connection therewith, Distributor agrees that it shall modify to Massivit's satisfaction or cease the use of any Trademark to which use Massivit, in its sole discretion, may object. Distributor agrees to provide written notification to Massivit if Distributor purchases, or is offered for purchase, any products with a Trademark from a source other than Massivit, its affiliates or another authorized Massivit distributor.

11. **DISTRIBUTOR FINANCIAL CONDITION.**

Distributor represents and warrants that it is and at all times during the term of this Agreement shall remain in good financial condition, solvent and able to pay its bills when due. From time to time, on reasonable notice by Massivit, Distributor shall furnish financial reports as necessary to determine Distributor's financial condition.

12. **CONFIDENTIAL INFORMATION.**

- 12.1. **Confidential Information.** During the term of this Agreement and for five (5) years after its termination, Distributor will keep confidential any information it learns from Massivit about its business, pricing, technology, technical data, research, know-how, Products, marketing or business plans and strategies, finances, technical packages, employees and business methods ("Confidential Information"). Without limiting the generality of the



foregoing, Confidential Information includes nonpublic information regarding names and addresses of any Customers, account invoices, training and educational manuals, administrative manuals and prospective Customer leads developed by Massivit. Confidential Information does not include information which: (i) Distributor can prove was in its possession at the time of disclosure; (ii) becomes public knowledge not as a result of any action or inaction of Distributor; (iii) is approved for release by Massivit's written authorization; (iv) is disclosed to Distributor by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Distributor without reference to Confidential Information.

- 12.2. **Use Limitations and Non-Disclosure.** Distributor agrees not to use Confidential Information for any purposes except as necessary to fulfill its obligations under this Agreement. Distributor agrees not to disclose Confidential Information except to those of its employees or agents who have a need to know the Confidential Information in order to fulfill Distributor's obligations under this Agreement, and where such employees and/or agents shall be under a written contractual restriction covering Confidential Information that is no less restrictive or protective than the terms of this paragraph. Notwithstanding the foregoing, Distributor may disclose the Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that Distributor will use all reasonable efforts to notify Massivit of the obligation to make such disclosure in advance so that Massivit will have a reasonable opportunity to object to such disclosure. Distributor agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information; *provided*, that in no event shall Distributor exercise less than reasonable care. Distributor agrees to advise Massivit in writing of any misappropriation or misuse by any person of Massivit's Confidential Information of which Distributor may become aware.
- 12.3. **Third Party Information.** Distributor represents and agrees that, in performing work for Massivit, it shall not be using any confidential information of any company which may be considered to be a competitor of Massivit and (i) with which Distributor may have been previously associated as a distributor or agent, or (ii) with which Distributor may now be associated as a distributor or agent, or (iii) with which Distributor may hereafter be associated as a distributor or agent during the term of this Agreement.
- 12.4. **Return of Materials.** Upon termination of this Agreement, any materials or Confidential Information of Massivit which are furnished to Distributor, and all copies thereof, at Massivit's option, will either be: (i) promptly returned to Massivit; or (ii) destroyed by Distributor (with Distributor providing written certification of such destruction).
- 12.5. **No License.** The Confidential Information shall remain the sole property of Massivit. No license is granted to Distributor under any intellectual property rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.

### **13. INDEMNIFICATION.**

- 13.1. **Massivit Indemnity.** Subject to the limitations set forth herein below, Massivit shall defend Distributor with respect to any claim, suit or proceeding (each, a "Claim") brought against Distributor to the extent it is based upon a claim that any Product sold pursuant to this Agreement infringes upon any patent, trademark, copyright or trade secret of any third party which is valid and enforceable in the Territory; *provided*, however, that Distributor (i) promptly notifies Massivit in writing of such Claim; (ii) gives

Massivit the right to control and direct the investigation, preparation, defense and settlement of such Claim; and (iii) gives assistance and full cooperation for the defense of same, and, *further provided*, that Massivit's liability with respect to portions of Products provided by or licensed from third parties will be limited to the extent Massivit is indemnified by such third parties. Massivit shall pay any resulting damages, costs and expenses finally awarded to a third party, but Massivit shall not be liable for such amounts, or for settlements incurred by Distributor, without Massivit's prior written authorization. If a Product is, or in Massivit's opinion, might be held to infringe as set forth above, Massivit may, at its option, replace or modify such Product so as to avoid infringement, or procure the right for Distributor to continue the use and resale of such Product. If neither of such alternatives is, in Massivit's opinion, reasonably possible, the infringing Product shall be returned to Massivit, and Massivit's sole liability, in addition to indemnify Distributor as set forth above, shall be to refund the purchase price paid for such Products by Distributor, less a reasonable charge for Customer's past beneficial use based on depreciation of the Products on a straight line basis over a period of five (5) years from the date of shipment.

- 13.2. **Exclusions.** The foregoing indemnity shall not apply to any Claim based upon or arising from (i) any distribution of the Products outside the scope of the Agreement, (ii) use of the Products in a manner for which they were not designed or not in accordance with applicable documentation, (iii) modification to Products not made by Massivit or its authorized agents, (iv) use of the Products in connection or combination with any equipment, devices or software not supplied by Massivit, or (v) Distributor's continued distribution of the Products subsequent to receipt of notice of any claimed infringement. Additionally, such indemnity shall not apply if Distributor is in material breach of this Agreement.
- 13.3. **Entire Liability and Limitation.** This Section 13 represents the sole and exclusive remedy of Distributor and the entire liability and obligation of Massivit with respect to infringement or claims of infringement of any intellectual property right by the Products

#### 14. LIMITATION OF LIABILITY.

- 14.1. **WAIVER OF CONSEQUENTIAL DAMAGES.** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL MASSIVIT OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF THE FOREGOING BE LIABLE TO DISTRIBUTOR, ANY CUSTOMER, OR ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS OR CONSUMABLES OR ACCOMPANYING WRITTEN MATERIALS OR OTHERWISE ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF MASSIVIT OR A MASSIVIT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 14.2. **CAP ON LIABILITY.** TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE AMOUNT OF LIABILITY OF MASSIVIT FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY,

NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE WILL NOT EXCEED THE TOTAL AMOUNT OF REVENUE ACTUALLY RECEIVED BY MASSIVIT FROM DISTRIBUTOR PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

- 14.3. **Third Party Claims.** Massivit shall not be liable for any claim by Distributor based on any third party claim, except as stated in Section 13 of this Agreement.

15. **TERM; TERMINATION.**

- 15.1. **Term.** This Agreement will be in effect from and after the Effective Date for a period of twelve (12) months (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term").

- 15.2. **Termination.** Either party may terminate this Agreement at any time upon ninety (90) days' written notice to the other party. Additionally, Massivit may terminate this Agreement with immediate effect by sending written notice of termination to Distributor upon or after the occurrence of (i) a willful or dishonest act that could injure Massivit; (ii) Distributor's impermissible assignment of this Agreement; (iii) a material breach of this Agreement by Distributor and, if the breach is capable of remedy, the breach is not remedied within thirty (30) days of written notice of breach; (iv) termination or suspension of Distributor's business or its inability to pay debts on time; or (v) Distributor becoming insolvent or becoming the subject of any bankruptcy proceeding or the like (each "For Cause"). It is Distributor's duty to notify Massivit in writing of the occurrence of any of the above events.

15.3. **Effect of Termination.**

- 15.3.1. Upon expiration or termination of this Agreement for any reason: Distributor's right to distribute the Products, Consumables, and Spare Parts shall immediately terminate. Distributor shall (i) discontinue all advertising of or reference to the Products; (ii) cease all use of Massivit's Trademarks; and (iii) cease representing itself as a Distributor of the Products and Consumables. Notwithstanding the foregoing, provided this Agreement is not terminated by Massivit For Cause, Distributor may continue selling Products, Consumables, and Spare Parts for which Order have been accepted by Massivit and whose scheduled delivery is within 90 days of the expiration or termination of this Agreement. Following any such permitted distribution; Distributor shall return to Massivit or, at Massivit's request, destroy all Products, Consumables, and Spare Parts then in its inventory. Distributor shall be entitled to retain one (1) copy of each Software product following termination solely for the purpose of providing support to Customers under then-current support agreements, which agreements Distributor may not renew or extend following their termination. The termination of this Agreement shall not act to terminate any license rights granted to Customers pursuant to this Agreement.

- 15.3.2. Upon termination of this Agreement for Cause, Massivit, at its option, may cancel all unfilled Orders, which have not been accepted by Massivit, and the due dates of all outstanding invoices will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been provided previously.
- 15.3.3. Neither party shall be liable to the other for damages by reason of the termination or cancellation of this Agreement in accordance with the provisions set forth above.
- 15.3.4. Distributor's commitment for confidentiality as outlined in section 12, will survive termination of this agreement for any reason and by any party for a period of 3 years.
- 15.3.5. Upon termination of this agreement for any reason and by any party, Distributor shall be strictly restricted from developing, distributing, selling or making any other transaction in any alternative consumables to the Massivit consumables. This restriction will be in force for a period of 3 years from the termination of the agreement.

## 16. **DISTRIBUTOR INDEMNITY.**

Distributor agrees to indemnify and hold Massivit harmless from any claims, suits, proceedings, losses, liabilities, damages, costs and expenses (inclusive of Massivit's reasonable attorneys' fees) made against or incurred by Massivit as a result of negligence, misrepresentation, or error or omission on the part of Distributor or any employee, agent or representative of Distributor, or any breach of this agreement by Distributor. Distributor shall be solely responsible for, and shall indemnify and hold Massivit harmless from, any claims based upon warranties, guarantees or representations made by Distributor or Distributor's employees or agents which differ from those made by Massivit in its Customer Agreement. Massivit shall have the right to participate, at its expense, in the defense of any claim covered hereunder with counsel of its own choosing.

## 17. **GENERAL.**

- 17.1. **Independent Contractors.** The relationship of Massivit and Distributor shall be that of independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on behalf of the other party or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties are separate and distinct entities.
- 17.2. **Assignment.** Distributor may not assign or transfer this Agreement without the prior written consent of Massivit. For purposes of this Agreement a merger, sale of all or substantially all of Distributor's assets, or other form of corporate reorganization to which Distributor is a party, whether or not Distributor is the surviving entity, or any other change in control of Distributor shall constitute an assignment of this Agreement.
- 17.3. **Waivers.** A waiver by either party of any provision of this Agreement shall not be construed as a waiver of such provision. Each party shall retain the right to enforce any such provision in any subsequent breach.
- 17.4. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified so as to



render it enforceable while giving effect, as nearly as possible to the original intent of the parties.

- 17.5. **Compliance with Laws.** Massivit and Distributor shall comply with the provisions of all applicable laws, ordinances, regulations and codes.
- 17.6. **Notices.** Unless specifically set forth otherwise, all notices or communications of any kind made or required to be given pursuant to this Agreement shall be in writing and delivered to the other party at the address set forth below, unless either party gives notice to the other party of a change of address. All notices or communications shall be made by hand delivery, established overnight courier service, or prepaid certified mail return receipt requested. Notices shall be deemed delivered upon receipt if delivered by hand or overnight courier service, or five business days after dispatch if by certified mail.

To Massivit:

Massivit 3D.  
11 Pesakh Lev st.,  
Lod, 71296, Israel

To Distributor

Alphaprint Com. Imp. Exp. Ltda  
Av. Jaguaré 818, galpoes 07/08  
São Paulo-SP, 05346-000, Brazil

Attn: Mr. Avner Israeli

Attn: Mr. Antonio Pacheco

- 17.7. **Force Majeure.** Neither party shall be liable for delay failure to meet its obligations pursuant to this Agreement due to causes beyond the party's reasonable control.
- 17.8. **Expenses.** Each party shall bear its respective expenses incurred in completing its responsibilities under this Agreement.
- 17.9. **Remedies.** Distributor acknowledges and agrees that a breach of any certain obligations hereunder, including without limitation those relating trademark, goodwill, non-conflict and confidentiality sections will result in irreparable injury to Massivit for which there will be no adequate remedy at law, and Massivit shall be entitled to appropriate equitable relief in the event of any breach, threatened breach, or intended breach of this Agreement by Distributor. Such remedies shall be in addition to all other remedies available at law or in equity.
- 17.10. **Applicable Law.** Both Parties shall endeavor to settle possible points at issue or disputes relating to this Agreement in an amicable way. In case a controversy cannot be solved by the management dealing with the matter on an operational level within thirty (30) days of the date the controversy arose, the dispute shall be transferred to the Chief Executive Officer/Managing Directors of both parties who shall then try to find a mutual solution within thirty (30) days following their involvement. If the foregoing escalation procedure does not lead to a solution, then all questions concerning the validity, operation, interpretation, and construction of this Agreement and all disputes shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said rules. The place for arbitration shall be London, UK. The Arbitrator shall apply the laws of England to the merits of the dispute. The arbitration shall be held in the English language.
- 17.11. **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.



17.12. **Complete Agreement.** This Agreement, including its Exhibits, constitutes the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter. This Agreement may not be changed in any way except by an instrument in writing signed by both parties.

Massivit and Distributor acknowledge that they have read this Agreement and agree to be bound by its terms and conditions.

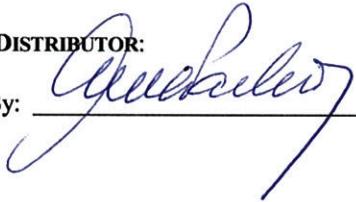
**MASSIVIT:**

By: \_\_\_\_\_

Name: Avner Israeli

Title: CEO \_\_\_\_\_

**DISTRIBUTOR:**

By: 

Name: Antonio Pacheco

Title: President

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**EXHIBIT C**

**PAYMENT TERMS AND DEMONSTRATION UNIT**

**Payment terms for Products and Consumables**

- Equipment and Software:      10% on order placement + 90% before shipment.
- Consumables and Parts:      100% 30 (thirty) days after shipment.



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**Delivery for Products:**

**Up to 16 weeks from order EX Work**

## EXHIBIT D

### ADDITIONAL DISTRIBUTOR OBLIGATIONS

**Technical Support.** Distributor shall employ a competent technical support organization to provide training, application and first-line technical support for the Products to its Customers, responding to Customer inquiries within twenty-four (24) hours. Distributor and its staff shall develop and maintain sufficient knowledge of the Products, and competitive offerings to be able to demonstrate and support the Products for Customers. Distributor will ensure that only Distributor's engineers who have been specifically authorized by Massivit will request technical assistance from Massivit's technical support specialists and provide care and support to Customers.

**Service Engineer Training.** Distributor shall participate in all Massivit sales and technical training courses, ensuring that all relevant Distributor personnel attend such training. Massivit may provide training to Distributor for new Product releases during the term of this Agreement, and Distributor shall ensure that its relevant personnel are present for such training sessions. All such training will be provided on a mutually agreeable date and will be based on Massivit's standard training materials. Such training will be conducted at Massivit's premises, unless otherwise specified by Massivit. Distributor shall be responsible for all travel, living, salary, insurance, and other costs and expenses incurred by its personnel in connection with all such training. If the training is conducted other than at Massivit's premises, Distributor shall cover the expenses of the trainer assigned by Massivit to execute such training.

**Spare Parts and Tools.** Distributor shall purchase from Massivit the recommended Spare Parts and service tools for the Products as prescribed by Massivit to adequately provide proper service in the Territory. Distributor will maintain adequate Spare Parts inventory levels. And will hold all spare parts in inventory in good shape and in accordance with Massivit instructions for storage conditions if such are available and applicable.

**Consumables.** Distributor shall purchase from Massivit the recommended consumables for the Products to adequately provide proper service in the Territory. Distributor will maintain adequate inventory levels and will maintain all consumables in inventory and along the distribution in the Territory in good shape and in accordance with Massivit instructions for storage and handling conditions if such are available and applicable.

**Installation and Customer Training.** Distributor shall conduct site preparation survey prior to installation according to Massivit instructions. Distributor shall install the Product and provide basic training to customers in the use and operation of the Products in accordance with manuals and programs prescribed by Massivit from time to time. Distributor shall provide Massivit with Completion of Installation (COI) report following each installation in order for Massivit to warrant the Product. Massivit should return a copy of COI with a signature to the Distributor. The Distributor will be responsible for all matters involving integration of the Products with other products sold by it or other third parties.

**Maintenance and Support Services.** Distributor will offer support and maintenance services for the Products to its Customers during the Product warranty period and after for at least 7 years from day of installation. The scope of such support and maintenance services shall be substantially as set forth in the terms and conditions established by Massivit. Distributor shall submit to Massivit for its files a copy of each and every support and maintenance service agreement between Distributor and any Customer promptly after execution thereof. Distributor will submit to the customer and Massivit a Field Service Report, describing the service call activities.

**Massivit Support and Support Fee.** Massivit will provide phone and e-mail support to Distributor in order to assist with technical and applications requests. Massivit may offer to distributor post warranty maintenance services for a Support Fee as might be specified in Exhibit A.

**Reports and ECO/FCO.** Massivit may furnish Distributor with standard software revisions and / or Products revisions, including Documentation and Field Chang Order (FCO) from time to time, which Distributor shall provide to the Customer who is under Massivit warranty or Distributor service contract. Distributor shall provide Massivit technical reports as requested.



**EXHIBIT E**  
**INITIAL PURCHASE OBJECTIVES**

- **Q3 – 2016: -----**
- **Q4 – 2016: 01 (one) unit.**
- **Q1 – 2017: -----**
- **Q2 – 2017: 01 (one) unit.**
- **Q3 – 2017: 01 (one) unit.**
- **Q4 - 2017: 01 (one) unit.**

*P*  
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**EXHIBIT F**

**MASSIVIT TRADEMARKS AND TRADE NAMES**

Massivit 3D, Massivit, the Massivit logo, Dimengel and Massivit 1800 are trademarks and service marks of Massivit Ltd.



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