

NON-EXCLUSIVE SALES REPRESENTATIVE AGREEMENT

THIS SALES REPRESENTATIVE AGREEMENT ("Agreement") is made and entered into as of this 4 day of July, 2020 ("Effective Date"), by and between Massivit 3D Printing Technologies Limited, private limited liability company established under the laws of Belgium (EU), a Corporation having its principal place of business at 11 Pessakh Lev st., Lod Israel - ("Massivit"), and Igepa Systems GmbH, Dieslstrasse 16, 85748 Garching bei München - ("Agent").

WHEAREAS Massivit is engaged in the research, development, manufacture and marketing of certain proprietary products in the field of Large Format 3-dimensional printing solutions; and

WHEAREAS Agent wishes to perform the Services (as hereinafter defined) for Massivit, including, inter alia, introducing Massivit and Massivit's products, as set forth in Exhibit A ("Products") to Approved Potential Customers (as hereinafter defined), in accordance with the terms and conditions of this Agreement; now

THEREFORE, in consideration of the mutual representations, covenants and agreements set forth herein, the Parties agree as follows.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Approved Potential Customers" shall mean the list of Potential Customers approved by Massivit.

1.2 "Confirmed Customer" means an Approved Potential Customer who has purchased Products or has entered into a Service Contract with Massivit and includes those Confirmed Customers who are repeat customers.

1.3 "Consumables" shall mean Massivit's proprietary gel, as specified in Exhibit A.

1.4 "Documentation" shall mean any documentation and literature that is provided by Massivit from time to time, in connection with resale, use, installation and/or support of the Products.

1.5 "Eligible Agreement" shall mean a valid and binding commercial agreement or purchase order between Massivit and an Approved Potential Customer, pursuant to which Massivit sells and/or licenses the Products and the Service Contracts to the Agent for onward sale to the Approved Potential Customer, in consideration for monetary compensation provided that such agreement was executed as a direct result of the Services conducted by Agent in accordance with and during the Term.

1.6 "Intellectual Property Rights" shall mean ownership of all software, patents, copyrights, trademarks, trade names, trade secrets, registered designs, and other intellectual property rights relating to, embodied by or incorporated in the Products and/or, the Consumables.

1.7 "List Price" shall mean Massivit's current price list as specified in Exhibit B, or as may be updated from time to time by Massivit in its sole discretion.

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2.3 Notwithstanding any provision herein, the Parties acknowledge that Massivit reserves the right to directly conduct certain sales efforts to strategic and/or global customers in the Territory, in which case, Massivit will give Agent notice with regard to

2.2 Prior to approaching any Potential Customer (s), Agent shall furnish Massivit with a list of such Potential Customers, detailing their field of business, expertise, and any other information reasonably requested by Massivit. Massivit may decide to qualify such potential customers as Approved Potential Customers or disqualify them for any reason, in its sole discretion, including (without limitation) if Massivit or any of its affiliates currently have any agreements with such Potential Customer. Additionally, Massivit may limit the territory and/or scope of Agent's contact with any Potential Customer, as it may deem necessary, including without limitation, for the purpose of avoiding channel conflicts or global account conflicts.

2.1 Subject to the provision of this Agreement and for the duration of the Term, Massivit hereby appoints Agent and Agent accepts such appointment, as Massivit's non-exclusive sales representative to market and promote sales of its Products and to promote and market Service Contracts within the designated Territory to Potential Customers (the "Services").

2. THE SERVICES; NON-EXCLUSIVITY

- 1.13 "Territory" shall mean the geographic area set forth in Exhibit B.
- 1.12 "Term" shall mean the term of this Agreement as defined in article 11.1.
- 1.11 "Service Contracts" shall mean post-warranty service agreements between Massivit and Confirmed Customers for professional services relating to ongoing support of the Products. Such services include, but are not limited to, installation, training, preventative maintenance, repairs, spare parts support, and remote support.
- 1.10 "Products" shall mean Massivit product(s), Consumables, and additional products ("Additional Products") set forth in Exhibit A, or as may be amended in writing by Massivit from time to time.
- 1.9 "Potential Customer" shall mean any person, corporation, or other entity, that uses the Products and the Service Contracts with which neither Massivit nor its affiliates currently have any agreements, directly or indirectly.
- 1.8 "Net Income" shall mean the total amount of money actually received by Massivit pursuant to an "Eligible Agreement" that was accepted by Massivit during the Term for the sale of Products, Additional Products, and/or for the provision of professional services and/or Service Contracts less any value added or other taxes, or costs related to shipping and handling. Accordingly, Agent shall be obliged to return to Massivit any compensation paid to Agent with respect to canceled transactions (or portions thereof as applicable) within 10 days following such cancellation.

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2.5 Agent shall report to the respective Territory Manager of Massivit on a regular basis during the Term and shall provide reports as may be requested from time to time by Massivit. Massivit employs Zoho application for customer relationship management ("CRM"). Agent agrees to provide information and if applicable, directly enter and manage such information relative to Potential Customers. Approved Potential Customers and Confirmed Customers, as requested by Massivit, using a unique Agent access to the CRM.

2.4.5 Promote Massivit brand name in the territory according to Massivit general and specific guidelines as set solely by Massivit from time to time.

2.4.4 (Comment: We will not produce, we will get samples and models, because as Agent we do not have to order a demount.) Produce and provide sample benchmark models to Approved Potential Customers using either Agent's own Massivit Products purchased from Massivit, or by acquiring such samples either from Massivit, or any of its customers capable of producing samples at the required quality, using relevant Massivit Products. Benchmarking requirements and get for benchmarking, and Conditions for Agent demonstration equipment purchases are set forth in Exhibit D.

2.4.3 Negotiate and procure Eligible Agreement from Approved Potential Customers according to Massivit List Price and discount guidelines as defined solely by Massivit from time to time. Each Eligible Agreement shall be subject to prior confirmation in writing by Massivit; and

2.4.2 Initiate and conduct promotional and marketing campaigns with respect to the Products, the Consumables and the Service Contracts. The costs associated with such activities will be borne by Agent. All promotional materials used by Agent will be according to Documentation. All contacts and negotiations with Approved Potential Customers shall be conducted on the basis of Massivit's standard terms and conditions and the applicable List Price; and

2.4.1 Exert its best efforts to seek out and identify customers who will qualify as Potential Customers in the Territory and promptly and thoroughly follow up on inquiries, leads and correspondence furnished to Agent by Massivit; and

2.4 Agent Responsibilities

any such customer to the extent such customer is listed on Agent's Potential Customer list.

2.6 It is acknowledged and agreed by the parties that all Eligible Agreements from Approved Potential Customers, pursuant to this Agreement, will be placed with Massivit. Massivit will issue all invoices to Approved Customers, and all payments will be made to Massivit. Additionally, Massivit, or Massivit affiliates will be responsible to perform the delivery, training, and customer support with respect to the Products.

3. RESERVED RIGHTS.

Notwithstanding anything to the contrary herein:

3.1 Agent shall not have the right, power or authority to: (i) incur, or purport to incur, any liability or commitment on behalf of Massivit beyond the Eligible Agreement (ii) make any promises, representations, warranties, guarantees, or other commitments on behalf of Massivit, or (iii) enter into an agreement, or commit Massivit in any manner whatsoever.

3.2 Agent will not provide any quotation that is not in accordance with Massivit's then official List Price and sales terms (delivery terms, payment terms etc.), to an Approved Potential Customer without prior authorization in writing from Massivit. Agent may negotiate with Approved Potential Customers regarding the Products based on Massivit's standard terms and conditions and the applicable List Price and discount guidelines.

3.3 Massivit shall not be obliged to enter into any discussions with any Approved Potential Customers or any other third party, and shall remain free at all times to reject any business engagement or impose additional or different terms and conditions with respect to any proposed sale at its sole and absolute discretion, in which case Agent shall not have any right or claim against Massivit by reason of Massivit's failure to complete a sale or otherwise perform pursuant to the terms of an order.

3.4 Agent acknowledges that Massivit shall, at all times, remain free to contact any third parties, including Approved Potential Customers, for any purpose whatsoever and to seek potential business prospects, directly or indirectly through others, including the Approved Potential Customers. In certain cases, as deemed right by Massivit, at its sole discretion, exercise by Massivit of such rights shall not impair Agent's entitlement to receive commissions pursuant to Section 4 of this agreement.

3.5 Agent shall not engage in, and shall prohibit customers or users from, transferring, exporting or re-exporting any product, equipment, parts, supplies or software or any related technology except in full compliance with export controls administered by the United States of America, Canada, Israel and other countries and any applicable import and use restrictions. Without limiting the generality of the foregoing, such restrictions shall apply to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Denied Persons List or Entity List, or any lists maintained by the U.S. Office of Foreign Assets Control and the U.S. Department of Homeland Security, or to anyone in Cuba, Iran, Iraq, Lebanon, North Korea, Sudan or Syria, as the same may be revised from time to time, or for use in

chemical or biological weapons, sensitive nuclear end uses, or missiles. Agent represents that neither it nor customers or users are located in, under control of, or a national or resident of any such country or on any such list. Agent is solely responsible for determining compliance and obtaining any required approvals

4. COMMISSION TERMS

As consideration for the fulfillment of all of Agent's undertakings hereunder, Massivit will pay Agent Commission, in connection with each particular Eligible Agreement based on amounts of Net Income as specified in Exhibit C. Notwithstanding the foregoing, with respect to Eligible Agreements concluded within six (6) months prior to the end of the Term, the obligation to pay the Commission shall survive termination of the Agreement for a period of six (6) months.

5. AGENT'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Agent represents warrants and covenants as follows:

5.1 There is no legal or other impediment preventing it from entering into this Agreement and performing its undertakings hereunder.

5.2 This Agreement constitutes legal, valid and binding obligations of the Agent enforceable against it in accordance with the terms of this Agreement. All corporate proceedings have been duly taken to authorize the Agent to enter into and perform this Agreement. The execution and performance of this Agreement will not violate any law or any rule or regulation of any administrative agency or governmental body or any order, right, injunction or decree of any court, administrative agency or governmental body to which the Agent is not in receivership or insolvent and no petition has been presented for the winding up of the Agent and there are no grounds on which a petition or application could be based for the winding up or appointment of a receiver of the Agent.

5.3 No consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental authority is required in connection with the execution and performance of this Agreement by the Agent and no consent of any third party is necessary to permit the consummation by the Agent of the transactions contemplated hereby.

5.4 It has all the experience, requisite knowhow and relationships needed in order to perform its undertakings hereunder to the satisfaction of Massivit.

5.5 It will not disparage, defame, or discredit Massivit or its Products, or their respective names, and it will not derogate, or cause detriment, to the good name or business reputation of Massivit.

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The Parties hereby agree that this Agreement, and any Eligible Agreement related hereto, and any information (including without limitation, address information and data files and other relevant information) and data disclosed by one Party ("Discloser") to the other ("Recipient") which is confidential or proprietary in nature and expressed or designated by the Discloser to be proprietary or confidential ("Confidential Information"), shall be held by Recipient in strict confidence. If the Confidential Information is initially disclosed orally, it shall be reduced to written form by the Discloser and presented or mailed to the Recipient within thirty (30) days of the first oral disclosure, provided that all Documentation or information related to customers or

6. CONFIDENTIALITY

Agent will communicate frequently on an ongoing basis with Approved Potential Customers in the Territory according to Massivit's instructions. Agent shall be available on an ongoing basis via telephone or in person, as mutually convenient, to answer Massivit's questions regarding these same matters. Agent shall also provide Massivit with written summaries of its activities and status of its contacts with Approved Potential Customers.

5.8 Agent shall allow Massivit's personnel to accompany Agent on any meeting with any Approved Potential Customer.

5.7 Agent will act in the best interest of Massivit and at no time do, cause or permit to be done, published or said, any information, act, or thing from whatever source, or nature, which may be detrimental to the best interest and/or business reputation of Massivit. Agent will avoid all circumstances and actions that could cause Agent to have adverse interests or divided loyalty with respect to meeting its obligations under this Agreement. Agent will not represent, sell or promote other products that are in competition, directly or indirectly, with the Products. Agent will promptly inform Massivit of all product lines Agent is representing, and whether any products are, or may be considered to be competing with the Products. Agent will specify competing products, and provide sufficient details so that Massivit can determine the effect that distribution of such products will have on the sales of Products in the Territory. Massivit will have the right to terminate this Agreement, if Massivit determines that the representation by Agent of such competing products is against its best interest in the Territory. Agent shall not have any right or claim against Massivit, by reason of Massivit's execution of its right to terminate this Agreement pursuant to the terms of this article 5.7.

5.6 It will comply with the laws, rules and regulations, as well as with administrative directives controlling importation, sale and use of the Products in the Territory. Agent shall also notify Massivit of the laws, rules, regulations, procedures and administrative directives, controlling the importation, sale, marketing, distribution and use of the Products in effect in the Territory, and shall notify Massivit as promptly as practicable of any amendment thereto or any new legislative and/or administrative regulation of which Agent becomes aware and shall bring to Massivit's attention any legal matters with which Massivit may not be complying.

prospects provided by Massivit shall be considered Confidential Information without such requirement.

6.2 In protecting confidentiality of the Confidential Information, Recipient shall exercise the same degree of care it exercises with respect to the protection of its own confidential information, but in no event less than a reasonable degree of care.

6.3 Recipient shall not disclose, or permit disclosure of, any Confidential Information in any form to any third party, nor shall it use, or permit use of, any Confidential Information, other than as set forth herein. Recipient may disclose Confidential Information solely to its employees who must know such information, subject to such employees being bound by formal and written confidentiality obligations at least as restrictive as this Section 6. Agent will provide Massivit a list of all its employees who have access to Confidential Information. Notwithstanding the above, Agent may disclose certain Massivit Confidential Information to Approved Potential Customers in the territory for the performance of this Agreement to the extent such disclosure is approved in advance by Massivit.

6.4 Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that Recipient proves: (1) is publicly available at the time disclosed; (2) is, or becomes, publicly available through no fault of the Recipient; (3) is rightfully communicated to the Recipient by persons not bound by confidentiality obligations with respect thereto, as evidenced by written documents; (4) is already in the Recipient's possession free of any confidentiality obligations with respect thereto, at the time of disclosure, as evidenced by written documents; (5) is required to be disclosed pursuant to any applicable law, regulation, judicial or administrative order or decree, or request by any regulatory organization having authority pursuant to law, in which case the Recipient will promptly notify the Discloser, and will take reasonable and lawful steps to minimize the extent of the disclosure.

6.5 Notwithstanding anything else herein to the contrary, all Confidential Information and materials to be provided under this Agreement are provided "AS IS" without warranty of any kind, express, implied, or statutory including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement.

6.6 The provisions of this Section 6 shall survive during the Term of this Agreement and for an additional period of five (5) years afterwards.

7. INTELLECTUAL PROPERTY OWNERSHIP

7.1 All Intellectual Property Rights in or related to the Products and Documentation, and any related design and manufacturing, as well as any modification, adaptation or derivation thereof, are and will remain the exclusive property of Massivit. Agent hereby irrevocably agrees not to assert against Massivit or its direct or indirect customers, assignees or licensees, any claim of Intellectual Property Rights relating to the Products and/or Documentation. The provisions of this Section 7.1 shall survive during this Agreement Term and for an additional period of five (5) years afterwards.

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Agent will defend, indemnify and hold Massivit, or any third party on its behalf, harmless from and against: (i) any breach of this Agreement by Agent; (ii) Agent's warranties or representations, whether express or implied, which were not authorized by Massivit or any additional liability assumed by Agent with respect to the Products in excess of that assumed by Massivit in this

Agent indemnity

9. INDEMNIFICATION

8.4 If any court of competent jurisdiction in a final non-appealable judgment determines that any part of the Restitutive Covenants or any part thereof, are invalid or unenforceable, the Agent agrees that the remainder of the Restitutive Covenants shall not hereby be affected and shall be given full effect without regard to the invalid portions.

8.3 The Agent hereby acknowledges and agrees that the provisions of Clauses 8.1 (collectively the "Restitutive Covenants") are reasonable and valid in scope and are necessary in order for Massivit to secure the benefits for which it has contracted. However, if any court of competent jurisdiction in a final non-appealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Article 8 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the Agent.

8.2 Each covenant in Clause 8.1 is a separate undertaking by the Agent and shall be enforceable by Massivit separately and independently of its right to enforce any one or more of the covenants in Clause 8.1.

8.1.2 Provide to any third party services which compete with the Services, unless Massivit gives its prior express written consent.

8.1.1 Introduce to Approved Potential Customers, any products which compete, directly or indirectly, with the Products or Consumables; or

8.1 During the Term and for a period of additional three (3) years thereafter, Agent shall not, directly or indirectly, whether by itself or through others:

(Comment: At the moment there are no direct competitors and therefore a non-competition clause is illogical)

8. NON-COMPETITION

7.2 Agent will promptly inform Massivit immediately in reasonable detail of any alleged infringement of its Intellectual Property Rights in the Territory it is aware of and assist Massivit at its request in the enforcement of its rights.

Agreement; or (iii) any misrepresentation, fraud, negligence or willful misconduct of Agent, or its employees, contractors, or Agent's, with respect to any prospective or existing Customer or other third party or in connection with Agent's performance under this Agreement.

9.1.2 Agent will defend, indemnify and hold Massivit, or any third party on its behalf, harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys and other professionals relating to any obligation imposed upon Massivit to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Agent or deriving from the adjudication of existence of employer-employee relationship between Agent and Massivit.

9.2 Massivit indemnity

9.2.1 Massivit will defend, indemnify and hold Agent, or any third party on its behalf, harmless from and against any damages or losses incurred by Massivit as a result of any claim that any of the Products, Consumables or Services infringe, misappropriate or otherwise violate any patents, copyrights, trademarks, trade names or trade secrets of any third party.

9.2.2 Exclusions. The foregoing indemnity shall not apply to any claim based upon or arising from (i) any Services related to the Products outside the scope of this Agreement, (ii) use of the Products in a manner for which they were not designed or not in accordance with the Documentation, (iii) modification to Products not made by Massivit or its authorized affiliates, (iv) use of the Products in connection or combination with any equipment, devices or software not supplied by Massivit, or (v) Agent's continued Services related to the Products subsequent to receipt of notice of any claimed infringement. Additionally, such indemnity shall not apply if Agent is in material breach of this Agreement.

9.2.3 Entire Liability and Limitation. This Section 9 represents the sole and exclusive remedy of Agent and the entire liability and obligation of Massivit with respect to infringement or claims of infringement of any intellectual property right by the Products

10. LIMITATION OF LIABILITY.

10.1 WAIVER OF CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL MASSIVIT OR AFFILIATES OF THE FOREGOING BE LIABLE TO AGENT, 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

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- 11.5 Upon the earlier of expiration or termination of this Agreement and Massivit's request therefore, Agent shall promptly return to Massivit all Massivit's Confidential Information and/or any such tangible property representing such Confidential Information and all copies thereof; and/or if requested to do so, Agent shall erase or delete any of Massivit's Confidential Information held by it in electronic form. At Massivit's request, the Agent, by an authorized Executive Officer of the Agent, shall confirm in writing to Massivit its compliance therewith.
- 11.4 The expiration of the Term and termination under this Section shall be without prejudice to any antecedent breach by the Agent or claim by Massivit and shall not terminate any provision of this Agreement which is expressed to survive termination of this Agreement or expiration of the Term.
- 11.3 Each party may terminate this Agreement, at any time, if the other Party is in material breach of this Agreement, and such breach, if capable of being cured, is not cured within fourteen (14) days after the non-breaching party's written notice complaining thereof ("Termination for Cause").
- 11.2 Each party may terminate this Agreement, at any time, with or without cause, by giving the other party a thirty (30) day prior written notice to this effect.
- 11.1 This Agreement shall commence as of the Effective Date, and shall continue for a period of twelve (12) months. Thereafter, the Term may be renewed for additional periods of one (1) year, subject to the written consent of both parties within thirty (30) days prior to the end of the Term of this Agreement (the "Term").

11. TERM AND TERMINATION

- 10.3 **Third Party Claims.** Massivit shall not be liable for any claim by Agent based on any third-party claim, except as stated in Section 13.2 of this Agreement.
- 10.2 **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 NET INCOME ACTUALLY RECEIVED BY MASSIVIT RELATED TO ALLIGABLE AGREEMENTS GENERATED BY AGENTS PURSUANT TO THIS AGREEMENT FOR THE PRODUCTS AND 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.
- THIS AGREEMENT, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF MASSIVIT OR AN MASSIVIT REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. RELATIONSHIP OF PARTIES

12.1 Agent is an independent contractor and neither Agent nor Agent's employees shall be considered Massivit employee(s). Nothing in this Agreement shall be interpreted or construed as creating or establishing an employer-employee, joint venture relationship or partnership between Massivit and Agent.

12.2 Agent acknowledges that Agent has read and fully understands the terms of this structure of the relationship between the parties as an independent contractor and that Agent has consulted and received impartial legal advice regarding same and has had sufficient opportunity to do so.

12.3 Agent acknowledges and agrees that any Agent personnel providing the Services are and shall remain employees of Agent exclusively, with no contractual or any other relationship with Massivit or expectation or entitlement to compensation, stock, or any other benefit of employment with Massivit.

12.4 Agent shall be responsible for the payments of all taxes applicable to it, as well as all such payments, withholdings, and similar expenses applicable to its employees, as an independent contractor.

12.5 Agent shall bear sole responsibility for payment of compensation and provision of benefits to its employees and agents. Agent shall be solely responsible, pay all its employees and agents, applicable income tax withholding, social security taxes, and health insurance applicable to such employees and agents. Agent shall be solely responsible for all necessary statutory filings with relevant government departments.

13. MISCELLANEOUS

13.1 **Entire Agreement.** This Agreement, together with all schedules attached hereto and all writings incorporated herein by reference, constitute the entire agreement between Agent and Massivit with respect to the subject matter of this Agreement, and supersede and replace any agreement previously entered into between the parties with respect to the subject matter of this Agreement.

13.2 **Limitation of Liability.** Massivit shall not be liable to Agent, Approved Potential Customers, Confirmed Customers or any third party for indirect, special, incidental, punitive or consequential damages, suffered by any person or entity arising from and/or connected to this Agreement, any Eligible Agreement including without limitation the performance of the Services, even if Massivit is advised of the possibility of such damages. In no event shall Massivit's aggregate liability to Agent for damages, costs and expenses exceed the amount paid or payable to Massivit with respect to a claim relating to the potential liability above.

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13.6 **Governing Law; Jurisdiction.** This Agreement is governed by the laws of Belgium (EU) Israel, without reference to conflict of law principles. 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 president 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, the competent courts in Israel shall have exclusive jurisdiction with respect to any litigation relating to such dispute or disagreement. The parties irrevocably consent to the exclusive jurisdiction of said courts.

13.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original and constitute one and the same agreement. Facsimile copies with signatures shall be given the same legal effect as an original.

13.4 **Assignment.** Agent shall not be entitled to assign any of its rights and obligations hereunder except with Massivit's prior written consent. Any attempted assignment shall be void, and shall constitute a material breach of this Agreement.

13.3 **Remedies.** Agent 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 (including but not limited to permanent or interlocutory injunctions) in the event of any breach, threatened breach, or intended breach of this Agreement by Agent. Such remedies shall be in addition to all other remedies available at law or in equity.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement, effective as of the date written above.

Massivit 3D printing Technologies Ltd.

Ido Eylon

VP Global Sales
Title



Agent.

Title



EXHIBIT A

THE PRODUCTS

Products:

Massivit printers

Massivit Smart Slicer software

Consumables:

Massivit Dimengel

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Will be published separately

THE LIST PRICE

EXHIBIT B

W. B. Smith

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GERMANY

TERRITORY

EXHIBIT C

COMMISSION TERMS

1. **Commission for the Sales of Machines.** Commission due for sales of Machines under a particular Eligible Agreement shall be as follows:
 - 1.1. an amount equal to 10% of the Net Income by Massivit as a result of an Eligible Agreement for Sales of the Massivit Products, (exclude training and installation, spare parts)
2. **Payment of Commissions:**
 - 2.1. **Machines:** Massivit will pay commissions to Agents following Massivit receiving actual payment related to particular Eligible Agreement.
 - 2.2. Massivit will make Commission payments to Agents at the end of the month following the receipt of payments.
 - 2.3. Massivit reserves the right to offset payments due Agent by any outstanding amounts that Agent may owe Massivit.
3. **The Commissions** provided herein constitute the total and exclusive compensation payable by Massivit to Agent pursuant to this Agreement.

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6/1/84

6/1/84

EXHIBIT D

BENCHMARKING

Agent will be eligible (able) to purchase one benchmarking equipment per year, at a 15% discount off MSRP. (Comment: There is no commitment that Agent has to order a benchmarking equipment can be sold to an end user after a benchmarking period of 6 months.