**SERVICE AGREEMENT**

This Service Agreement (“**Agreement**”) is made effective as of the 23rd day of June, 2016 (the "**Effective Date**") by and between **Massivit 3D Printing Technologies Ltd.**, a company organized under the laws of the State of Israel of 11 Lev Pesach St., Lod 7129361, Israel(the "**Company**") and **Winnie Chu**, a Hong Kong Resident, with an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Service Provider**”).

# **Whereas**, the Company is engaged in the business of 3D printing of objects in large formats; and

**Whereas** the Service Provider is an experienced Sales Executive in the Asia Pacific markets; and

# **Whereas**, the Company desires to engage the Service Provider to provide services to the Company as a consultant for sales, channel development and new business development in Designated Countries, as specified according to Company evolving needs, in Exhibit A, herewith, within the Asia Pacific region (the "**Services**"), effectiveas of the date of this Agreement (the "**Effective Date**"); and

# **Whereas**, the parties wish to formalize the terms and conditions of the provision of the Services, all as more fully described herein.

**NOW, THEREFORE, the parties agree as follows**:

# **Engagement**

## The Company hereby engages the Service Provider and the Service Provider hereby agrees to provide the Services to the Company, in a diligent, faithful and competent manner, to the best of its ability, as Company’s sole and exclusive business development and sales representative in the Designated Countries, from time to time, and Service Provider accepts to act in that capacity, to deploy its personnel for such engagement, subject to the terms and conditions of this Agreement. (the “**Engagement**”).

## 

# **Services**; **Scope**

## The Service Provider shall provide Services to the Company according to the scope and description of the service as described in Exhibit B (“Scope of Services”).

## The Service Provider will perform the duties, undertake the responsibilities and exercise the authority, subject to the instructions and policies of the VP Sales or any other person appointed by the CEO.

## The Service Provider shall devote one hundred percent (100%) of his monthly employable time in connection therewith.

## Service Provider shall not be authorized to incur any obligation and/or liability nor conclude any contract and/or arrangement on the Company's behalf, except as specifically authorized in writing by the Company, or pursuant to Company’s established written procedures, prices, and terms and conditions as Company may specify from time to time. All purchase orders are subject to Company’s approval.

# **Reporting**

# Unless otherwise agreed, Service Provider shall submit to Company’s VP Sales, or to such other manager of Company with whom Service Provider is routinely in contact, by no later than the 10th day of each calendar month. Said periodic report will set forth the nature and results of the services rendered during the preceding month. The Service Provider will also maintain frequent email, telephonic and verbal contact with the Company’s management in order to advance the sales process without delay, and the Service Provider expects to receive input and support to avoid any delay in the said process.

# **Compensation; Expenses**

## For and in consideration of the Services performed by the Service Provider hereunder, the Company agrees to pay the Service Provider the fees detailed in **Exhibit C** together with Value Added Taxes, as applicable by law (the "**Fee**"), to be effected in accordance with the terms detailed in Schedule B, against the Service Provider’s valid tax invoice.

## The Service Provider shall be entitled to be reimbursed for all normal, usual and necessary actual business expenses arising out of travel, lodging, meals and entertainment whether in Israel or abroad, provided that: (a) the Service Provider provides proper documentation; (ii) such business expenses have been approved in advance, by such manager of Company, with whom Lead Contact is regularly in contact; and (iii) such expenses are in accordance with the business expenses policy of the Company known to Service Provider prior to incurring any given expense (the "**Expenses**").

## Other than the Fee and as specifically stated in this Agreement, the Service Provider shall not be entitled to any other or additional consideration from the Company in connection with the rendering of the Services. For the avoidance of doubt, the Company shall not reimburse the Service Provider for any payments made or promised by the Service Provider to third parties, other than the Expenses explicitly stated above in Section ‎4.2, including without limitation, any finder's fees.

## The Service Provider will bear all taxes or other-related payments due with respect to the Fee, or any other payments received by the Service Provider herein, including, without limitation, state and local taxes, social security, worker’s compensation and unemployment compensation. In addition, it is understood that the Service Provider shall not be entitled to any employee benefits generally granted to Company employees, such as, but not limited to, health insurance and pension plan contributions.

# **Sales Target**

Upon Execution 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 Service Provider shall make best efforts to achieve such Sales Target objectives. Initial Sales Target are set forth on Exhibit D.

# **Proprietary Information**

## The Service Provider shall not disclose or appropriate to his own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement as specified in Section 9 below, any Proprietary Information (as hereinafter defined) of the Company of which Service Provider has been or hereafter becomes informed. Such information, whether documentary, written, oral or computer generated, may not be disclosed or used except as required in connection with Service Provider’s performance of this Agreement, or as required by any governmental authority. The Service Provider shall treat all Proprietary Information with the same degree of care as the Service Provider accords its own confidential and/or proprietary information, and the Service Provider represents that it exercises reasonable care to protect its own confidential and/or proprietary information.

## “**Proprietary Information**” shall include, *inter alia*, any and all technical and non-technical information, whether documentary, written, oral or computer generated, and whether existing or prospective, concerning the business and financial activities of the Company and regarding the Company's product research and development, the Company’s banking, investments, investors, properties, employees, marketing plans, customers, trade secrets, and test results, processes, data, know-how, improvements, inventions, techniques and products (actual or planned). Notwithstanding the foregoing, Proprietary Information shall not include information which can be proved by written records to be (a) in the public domain (other than as a result of a breach of this Agreement by Service Provider), (b) in the Service Provider's possession prior to its receipt from the Company pursuant to this Agreement or (c) independently developed by Service Provider or known to the Service Provider through a party other than the Company, which party, to the knowledge of the Service Provider, has no duty of confidentiality to the Company.

## Upon termination of the Engagement, the Service Provider will promptly, at the Company's option and written request deliver to the Company or destroy all documents and materials of any nature pertaining to its work with the Company, and will not take or retain any documents or materials or copies thereof containing any Proprietary Information.

## The Service Provider recognizes that the Company received and will receive confidential and/or proprietary information from third parties subject to a duty on the part of the Company to maintain the confidentiality of such information and to use it only for certain limited purposes. At all times, both during the Engagement and after its termination, the Service Provider undertakes to keep and hold any information designated by Company to be ‘confidential’ in strict confidence and trust, and it will not use or disclose any of such information without the prior written consent of the Company, except as may be necessary to perform its duties hereunder and consistent with the Company’s agreement with such third party. Upon termination of the Engagement, the Service Provider will promptly deliver to the Company all documents and materials of any nature pertaining to such information, and will not take any documents or materials or copies thereof containing any of such information.

## The Service Provider's undertakings under this Section ‎5 shall remain in full force and effect for a period 3 years after termination of this Agreement or any renewal thereof.

# **Non-Competition**

## During the term of this Agreement, as specified in Section 8 below and for a period of 12 months thereafter, the Service Provider will not, directly or indirectly, engage in any business or venture that is in direct competition with the offered products of the Company at the prevailing time, without the Company's prior written consent.

## During the term of this Agreement, as specified in Section ‎8 below, and for a period of 12 months thereafter, the Service Provider will not solicit or induce any employee, advisor, contractor or customer of the Company to terminate or breach any employment, contractual or other relationship with the Company.

## For the removal of doubt, the Company may engage with any other service providers or employees in respect of the provision of services similar to the Services provided by the Service Provider.

# **Term; Termination**

## This Agreement shall be deemed effective as of the Effective Date, and shall continue until terminated by mutual agreement.

## Either party may terminate the Agreement, for no Cause, by 30 days, written notice to the other party

## The Company may terminate this Agreement for Cause, at any time, by written notice to the Service Provider. For purposes of this Agreement, termination for “**Cause**” shall mean and include: (i) conviction of Service Provider of any felony; (ii) embezzlement of funds of the Company by the Service Provider; (iii) a breach by Service Provider of a substantial term of this Agreement, which is not cured within fourteen (14) days following written notice from the Company detailing such breach, or which, if not curable, causes the Company material harm;(iv) any proven act of dishonesty or fraud with respect to the Company; or (v) bad faith performance of the obligations hereunder by the Service provider.

## Following termination of this Engagement, the Service Provider will be entitled to sales commissions in connection with sales concluded in the Designated Countries during the Term of this Engagement and during the six months following termination of this Engagement related sales provided that such sales has been entered into the Company’s CRM, by the Service Provider and/or any related reseller in the Designated Countries prior to termination. The sales commission will be paid according to the rules set forth in article 1.2 of Exhibit B herewith.

# **Assurances**

The Service Provider hereby warrants, represents and confirms to the Company that as of the Effective Date he is free to be engaged by the Company and perform the Services upon the terms contained in this Agreement, and there are no engagements, contracts, consulting agreements or restrictive covenants preventing performance of the Services and that the execution and delivery of this Agreement and the fulfilment of the terms hereof: (i) will not constitute a default under or conflict with any agreement or other instrument to which the Service Provider is a party or by which he is bound; and (ii) do not require the consent of any person or entity.

# **Independent** **Contractor**

## The Service Provider acknowledges and agrees that the relationship intended by this Agreement is that of an independent contractor and not that of an employee, agent or representative of the Company. The Service Provider shall be solely responsible for and bear all liability with respect to payment of any and all taxes, levies, insurances, contributions and other liabilities, charges, dues or impositions applicable with respect to the consideration provided to Service Provider hereunder.

## In the event that, for any reason whatsoever, any court or governmental authority shall decide that the Service Provider and/or any employee of the Service Provider, and or any 3rd party affiliated to the Service Provider shall be entitled to any social benefits from the Company arising out of employment relations or that the Company must pay any taxes, fines or penalties in connection with a determination that the Service Provider and/or any such party as specified herewith was or is an employee of the Company, or that the Company should have withheld or paid tax of any kind in respect of the Service Provider and/or any such party as specified herewith, then, the Service Provider shall indemnify the Company and hold the Company harmless from any and all amounts awarded against or levied on the Company.

## **Miscellaneous**

## Neither party shall assign this Agreement or any of its rights and privileges hereunder, whether voluntarily or by operation of law, to any person, firm or corporation without the prior written consent of the other party.

## This Agreement contains the entire agreement and understanding between the parties hereto with respect to the matters herein and merges and supersedes all prior or contemporaneous oral or written agreements or understandings between them.

## No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof.

## If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, then such term or provision shall be enforceable to the extent that a court shall deem it reasonable to enforce such term or provision and if such term or provision shall be unreasonable to enforce to any extent, such term or provision shall be severed and all remaining terms and provisions shall be unaffected and shall continue in full force and effect, unless this undermines the purpose and intent of this Agreement.

## Any notice from one party to the other shall be effectively served if sent in writing by recorded delivery to the address of the receiving party as stated in the preamble to this Agreement, unless said party informs the other party in writing on a change of address.

## It is hereby agreed between the Parties that the laws of the State of Israel shall apply to this Agreement and that the sole and exclusive place of jurisdiction in any matter arising out of or connected with this Agreement shall be the competent court in Tel Aviv-Jaffa, Israel.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Massivit 3D Printing Technologies Ltd.** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Winnie Chu** |
| By: Avner IsraeliPosition: CEO |  |
|  |  |

## **Exhibit A – Designated Countries**

* Korea
* Japan
* China
* Hong Kong
* Singapore
* Malaysia
* Indonesia
* Australia
* New Zealand
* Thailand
* India

## **Exhibit B- Scope of Services**

**Purpose**

Service Provider will provide business development services and sales representation, for the development of markets and clients for Company’s products, to initiate activities, penetrate the defined market and to sell products manufactured by the Company, by setting up and manage distribution channels in the Designated Countries.

**Appearance**

Service Provider will appear and present himself as Company representative. Company will ensure Service Provider has the requisite tools to present himself as such, including providing corporate email address and business cards.

## **Markets**

## The Engagement shall focus on the markets for manufacture of models and objects broadly known as Advertisement and Themed Environments within the Designated Countries, and shall include *inter alia* Print Service providers, 3D printing, rapid prototyping and additive manufacturing service bureaus.

**Territory**

The Engagement shall encompass Designated Countries. Added or removed Territories will be added / removed by agreement between the parties on a case-by-case basis.

**Work Flow**

The modus operandi of the Service Provider and the Company shall be as follows:

1. The Service Provider will present the company with a detailed work plan in respect to a go-to-market strategy for the territory.
2. The service provider will provide the company with an annual business plan for each of the Designated Countries. Such a business plan will be provided no later than 3 months prior to the end of each calendar year and will be approved by the Company. The target the Service Provider commits for 2017 is of at least 10 sales to be done over all Designated Countries
3. The Company will generate leads through its marketing department, and provide those leads to the Service Provider. The Service Provider will also generate leads independently where possible, and as part of the general sales process.
4. The Service Provider will address the leads, qualify them and advance them through the sales cycle, all according to the Company policy and following the guidance of the VP Sales as described in section 2.2.
5. The Company will provide the Service Provider with high quality and professional sales tools, including but not limited to: a quotation template; professionally designed brochure; case study materials and ROI models that can be used to make the sale. The Company will also provide detailed updates and training on all aspects of the Company’s products, including new developments, since such knowledge and training will be critical in closing transactions.
6. The Service Provider will request benchmark parts for all appropriate prospects according to the benchmark production policy. Benchmarks parts will be delivered by the company on a “best efforts” basis, with the minimum possible delay, recognizing that the sales cycle is long and that benchmarks will be an important part of that cycle.
7. The Company will provide support and resources to ensure timely travel to customers in cases where, by agreement between the Service Provider and the VP Sales, such personal presence is required to advance deals towards closing.
8. Deals will be signed by authorized internal employees of the Company with the active participation of the Service Provider.

## **Exhibit C – Compensation**

## In consideration of the Services performed by the Service Provider hereunder, the Company agrees to pay the Service Provider the following monthly fee and a commission for each sale made directly as a result of the Services rendered by the Service Provider (the "**Fee**"):

* 1. 13 months a year, a monthly fee of $7,000 (Seven Thousand US Dollars) (the "Services Fee"). The Services Fee shall be payable by the Company no later than the 10th day of each month in relation to the preceding month. The Service Provider shall submit an invoice on the 1st day of each month with respect to the immediately preceding month. Payment to Service provider will be made in Israel New Shekels according to the known Bank of Israel exchange rate on the date of the invoice
  2. The Company shall be reimburse Service provider costs for medical scheme. The Company’s reimbursement to the premium of the medical scheme shall not exceed HK$ 380 per month.
  3. A sales commission, at rates specified herewith, on the company’s net income (net income means the total amount of money actually received by the Company pursuant to a sale that was accepted by the Company during the term of the Services Agreement less any value added or other taxes, or costs related to shipping and handling) related to sales of the Company’s machines only, to customers, all in accordance with the Company’s sales commission policy, as may be amended from time to time by the Company. Excluding any unique circumstances, no sales commission will be paid, unless the relevant deal has been registered on the company CRM system and accordingly cleared by the company and assigned to Service Provider

Sales commission reates:

* + 1. For machines 1-3: 1%
    2. For Machines 3-6: 1.5%
    3. For machine 7 and above: 2.5%

## The Company shall pay the Commission to the Service Provider pro-rata to and in parallel to actual payments received from the purchaser of a machine, against the Service Provider’s valid tax invoice.

## Notwithstanding the provisions of Section 1.2 of this Exhibit C, the Service Provider shall be entitled to the Fee on purchase orders accepted from Designated Countries by the Company during the term of the agreement and an additional period of 6 months after the termination of the Engagement. The provisions of this Section 3 shall survive the termination of the Agreement.

1. Subject to an approval of the Company Board of Directors, the Service Provider will be granted with 20,000 Company stock options according to the Company ESOP plan.

EXHIBIT D – Sales Target

INITIAL PURCHASE OBJECTIVES – 10 units for 2017

• Q1 – 2017:\_\_\_1\_\_\_

• Q2 – 2017:\_\_\_2\_\_\_\_

• Q3 – 2017:\_\_\_3\_\_\_\_

• Q4 - 2017:\_\_\_4\_\_\_\_