

HEXIS® PRODUCTS DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "**Agreement**") IS MADE THIS JANUARY 1, 2022 BY AND AMONG:

- **HEXIS AMERICAS**, a “doing-business” name of SWP Solution, Inc., a Delaware corporation with offices at is 850 Progress Center Court, Suite 150, Lawrenceville, Georgia 30043 USA, Phone: 770 402 3538 (hereinafter referred to as "**Hexis Americas**"),

AND:

- **DISTRIBUTOR AND PURCHASER**

A company duly created, organized and existing under the laws of (country) _____, and having its registered office at (address) _____ (hereinafter referred to as the "**Distributor**"), acting for itself and with due authority for its Affiliates (“**Affiliates**” as defined in Section 17);

WITNESSTH:

WHEREAS, Hexis Americas is engaged in the marketing, distribution, sale and servicing of self-adhesive vinyl films for sign making, vehicle marking and large format digital printing, for use in marketing, displays, architectural decoration, vehicle protection and team-building identifications;

WHEREAS, the Distributor has knowledge, qualifications and experience for promoting and selling such products in their respective market (the “**Territory**”);

WHEREAS, Hexis Americas intends to sell certain products and desires to appoint the Distributor to be its non-exclusive Distributor for such products in such Territory subject to the terms and conditions of this Agreement;

WHEREAS, the Distributor is willing to accept such appointment under such terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - APPOINTMENT

- 1.1 *Scope.* Hexis Americas appoints the Distributor (which accepts) as its non-exclusive Distributor for the products as defined in **Exhibit 1** (the "**Products**"), in the Territory as defined in **Exhibit 2** (the "**Territory**") and for the term set forth in **Article 14**. Such appointment is subject to the terms and conditions of this Agreement and of Hexis Americas' terms of sale as defined in **Exhibit 3** attached hereto (the "**Prices – Terms of Purchase**") which are part of this Agreement.
- 1.2 *Non-Exclusive Distribution.* The Distributor acknowledges to the present Agreement grants no exclusivity to the Distributor as to the Territory or any Products.
- 1.3 *Relationship Managers.* The parties hereby designate the individuals identified in **Exhibit 6** as duly authorized representatives for administration of this Agreement. Either Party may change such designees by notice to the other Party.

ARTICLE 2 - INDEPENDENT DISTRIBUTOR

- 2.1 *No Agency.* The Distributor shall, at all times, remain an independent contractor. The Distributor shall do nothing to attempt to establish or to create, and this Agreement does not create, a partnership, a joint venture, a principal/sales representative relationship, agency, or employer-employee relationship with Hexis Americas.
- 2.2 *No Authority.* The Distributor agrees not to make any representations, promises, guarantees, warnings or obligations on Hexis Americas' behalf, except as written herein, or agreed between the Parties in writing. The Distributor shall have no authority to act for or to bind Hexis Americas in any way or make any warranty or representation on behalf of Hexis Americas unless expressly authorized in writing.
- 2.3 *Human Resources.* All sales representatives, employees and agents employed or appointed by the Distributor to perform this Agreement shall be under the sole and exclusive responsibility of the Distributor. Any agreement between the Distributor and its employees shall clearly specify that employees are serving solely under the authority of the Distributor. Distributor shall indemnify and hold harmless Hexis Americas, its affiliates and their respective shareholders, owners, directors, officers, managers, employees, agents, advisors and insurers (collectively, "**Hexis Americas Indemnitees**") from all damages, losses, costs, professional fees and expenses arising in any manner from any act or omission on the part of its employees, contractors and others acting for it and from breach of this provision.

ARTICLE 3 – SALES OF COMPETITIVE PRODUCTS; SALES OUTSIDE THE TERRITORY

- 3.1 *Distributor's Covenant not to Compete.* The Distributor and its Affiliates (as defined in Section 17) shall not manufacture or distribute products which compete with the Products. Therefore, the Distributor and its Affiliates shall not, directly or indirectly, deal in any capacity with competing products within the Territory. Distributor's breach of this covenant will cause irreparable injury to Hexis Americas; Distributor agrees that Hexis Americas may obtain equitable relief to enjoin any continuing breach of this covenant, without impairing any other remedies.
- 3.2 *Exceptions with Hexis Americas' Consent.* If the Distributor (or its Affiliate) wishes to sell competing products or, if at the date of the signature of this Agreement, it does so already, Distributor shall inform Hexis Americas in writing and obtain Hexis Americas' prior written agreement consenting to such activity.

- 3.3** *Sales outside the Territory.* Any sales by the Distributor or Affiliates of the Products for customers situated, or for delivery, outside the Territory without Hexis Americas' prior written consent shall void all Hexis Americas-provided warranties. Since Hexis Americas has no right from the trademark owner to sell such Products outside the Territory, any such sales violate this Agreement and the rights of the trademark owner outside the Territory and shall subject the Distributor to claims by such trademark owner of infringement, unfair competition claims and embargo by local customs officials at the foreign point of entry as well as claims by Hexis Americas for breach of contract and other claims. As to such sales, the Distributor, for itself and its Affiliates, shall indemnify Hexis Americas Indemnitees for any claims, liabilities or losses, including attorneys' fees and expenses, arising out of any use, or claims by a customer regarding use, of such Products sold for delivery or use outside the Territory.

ARTICLE 4 - OTHER OBLIGATIONS OF THE DISTRIBUTOR

- 4.1** *Standard of Care.* The Distributor agrees to perform, in a professional manner at its own expense to Hexis Americas' reasonable satisfaction, all of the sales functions and meet all the qualifications in distributing the Products as set forth below. The Distributor will organize its work as the Distributor deems necessary and will be responsible for promoting the sales (and service) of Hexis Americas products, by showing them in appropriate national exhibitions, contacting and visiting customers, organizing seminars, web conferences, symposiums, and advertising and digital marketing in relevant publications, and having a service organization to deliver after-sale customer support for the Products during and after the warranty period.
- 4.2** *Other.* The Distributor further agrees to:
- (a) Actively and vigorously promote the sale of the Products by its own trained sales force, on a full-time basis and personally and diligently solicit orders from all prospective customers in the Territory at reasonable intervals;
 - (b) Conduct its business in a manner that will reflect favorably, at all times, on Hexis Americas and Hexis S.A., the manufacturer, and the good name, good will and reputation thereof;
 - (c) Keep the Products in good condition in storage and in transit to the customers and, for warranty or other services, to Hexis Americas;
 - (d) Render prompt, competent and courteous service to customers including all services and assistance to which purchases of the Products shall be entitled;
 - (e) Maintain, in the Territory, adequate facilities and personnel, including a trained and qualified staff of employees and /or sales representatives, knowledgeable about the Products' features, functions and various uses, as well as their application and installation for end-users customers and signage companies, sufficient to train such installers and end-users and otherwise perform the requirements of this Agreement, and keep Hexis Americas informed on a regular basis (not less that frequently than once each quarter) as to the identity of such employees and sales representatives.
 - (f) Provide to Hexis Americas, upon inception and updated as required by local law, all necessary information to Hexis Americas in terms of norms and standards required by the regulating agencies in the Territory with respect to safety standards, registrations with agencies, particular use conditions and required labeling and performance.

- (g) Sell the Products only under the Trademarks as defined in **Article 10.1** hereinafter, in Hexis Americas' original packaging. Subject to Hexis Americas' prior written approval in its sole discretion, the Distributor shall have the right to affix additional labels. Distributor may ship/sell HEXIS products in Distributor branded boxes but such boxes must also have the HEXIS name or logo of equal size font, with correct labeling (product code, size, and batch/lot number).
- (h) Comply with all applicable laws in the Territory (and any other jurisdiction where the Distributor may sell any Products under this Agreement) and advise Hexis Americas promptly of any laws or regulations which would affect the importation, sale, use or warranty support of the Products in the Territory.
- (i) Comply, and cause its sub-distributors and agents to comply, with all applicable U.S. and international laws relating to the exportation, re-exportation and sale of the Products and to the Distributor's business practices, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), export and re-export control laws and Hexis Americas' Code of Conduct for Distributors (if and when provided by Hexis Americas and in respect of such laws:
 - (1) Provide promptly to Hexis Americas at Hexis Americas' request, if Hexis Americas reasonably believes it necessary for compliance with law, all requested documents, information and assistance pertaining to particular any end customer, destination and intended use of goods, technologies, works and services provided by Hexis Americas, or otherwise related to any investigation by or concerning Hexis Americas in respect of compliance with any law applicable to Hexis Americas, its affiliates or suppliers.
 - (2) Represent and warrant that it has made its own investigation, it has studied relevant U.S. legal and regulatory publications identified below in the footnote and has become familiar with the elements of the FCPA and the U.S. export control laws.
 - (3) Indemnify and hold harmless Hexis Americas Indemnitees from and against any claim, liability, proceeding, action, fine, loss, costs, professional fee and damages arising out of or relating to any noncompliance with U.S. laws or regulations by Distributor, and Distributor shall compensate Hexis Americas for all losses and expenses (including attorneys' fees) resulting thereof, unless such noncompliance was not caused by fault of the Distributor.
- (j) Announce on its websites the promotion of the Products and all events and trade shows that the Distributor will be attending.
- (k) Maintain on its websites some Hexis Americas-dedicated information identifying the Products and displaying Hexis Americas' Trademark on such web page(s).
- (l) Maintain insurance in conformity with the requirements of **Exhibit 5 ("Insurance")**.

ARTICLE 5 – SECURITY AGREEMENT; COLLATERAL FOR UNPAID PURCHASE PRICE

- 5.1** As security for all liabilities of Distributor to Hexis Americas, due or to become due, now existing or hereafter arising, for Products heretofore or hereafter sold or delivered to Distributor hereunder by Hexis Americas, Distributor hereby grants to Hexis Americas a continuing security interest in all said Products hereafter delivered to Distributor, and in all cash and noncash proceeds of all thereof, contract rights, chattel paper and any other rights to the payment of money and security with respect thereto. The Distributor agrees to execute and deliver to Hexis Americas upon request documents necessary to perfect the security interests herein granted. Distributor

hereby appoints Hexis Americas, and its officers, employees and agents, as Distributor's duly authorized attorney fact, irrevocably and coupled with an interest, to execute and file any and all original, extension and/or renewal financing statements and any other document for evidencing and notification, in the public records, the security interest herein granted.

ARTICLE 6 - SUB-DISTRIBUTION

6.1. *No Permitted Appointments.* The Distributor may not appoint any sub-Distributors to promote and/or distribute the Products within the Territory.

ARTICLE 7 - OBLIGATIONS OF HEXIS AMERICAS

7.1 *Purchase Orders.* Hexis Americas shall notify the Distributor when it accepts the Distributor's purchase order as well as the time of delivery promptly upon receipt by Hexis Americas of the Distributor's purchase order.

7.2 *Promotion and Sales; Product Support.* Hexis Americas will reasonably assist the Distributor in the promotion and sale of the Products whenever, in Hexis Americas' reasonable discretion, such assistance becomes necessary or advisable. At a minimum, such assistance shall consist of the following:

- (a) Training the management and personnel of the Distributor in the uses and applications of the Products, through periodic technical seminars, web conferences and demonstrations. Such training sessions will be held at the locations and at times, as designated by Hexis Americas. Travel, food and accommodation expenses incurred by the employees of the Distributor will be borne by the Distributor;
- (b) Providing a reasonable quantity of technical and promotional literature to the Distributor, in English or in French (for French-speaking Canada) and in the format commonly used by Hexis Americas for its own sales. Such documentation shall be delivered on an Ex-Works basis according to the Incoterms of the International Chamber of Commerce (2010 Edition);
- (c) Assisting in the sales of the Products as reasonably appropriate in Hexis Americas' discretion;
- (d) Consulting with the Distributor on delivery problems and customers' complaints;
- (e) Bearing the cost and responsibility of providing warranty repairs or replacements within the Territory in conformity with Hexis Americas' written limited warranty, as provided in **Article 13** below, subject to exclusion of warranty under Article 3.3 on sales outside the Territory if Hexis Americas consents to provide such repairs or replacements outside the Territory.

ARTICLE 8 - CONDITIONS OF SALE; RETAINED INTELLECTUAL PROPERTY RIGHTS

8.1 *Orders.* All orders of the Products will be made in writing and/or through the HEXIS Americas Ecommerce shall be subject to (i) the Products' availability and (ii) written acceptance by Hexis Americas, which shall be valid and binding when confirmed by Hexis Americas to the Distributor.

8.2 *Terms and Conditions.* All purchases of the Products from Hexis Americas by the Distributor shall be made according to Hexis Americas' terms as defined in **Exhibit 3**, and any additional or differing terms contained in any purchase order or other communication from the Distributor shall be not be binding upon Hexis Americas, and are hereby rejected, unless specifically agreed to in writing.

- 8.3** *Reserved Rights.* Notwithstanding anything in any Purchase Order or herein, Hexis Americas (or its licensor(s)) owns, and shall own, all rights in all know-how, designs, technology, trade secrets and tooling that may be delivered to, used by, or disclosed to, Distributor in connection with the production and sale of the Products herein and any potential new products. The terms of this Agreement shall govern exclusively all matters relating thereto and any Products.

ARTICLE 9 - PRICES - TERMS OF PURCHASE – PURCHASE ORDERS

- 9.1** *Pricing.* Hexis Americas agrees to supply the Distributor for resale such Products as may be ordered by the Distributor and accepted by Hexis Americas, at the prices and under the conditions defined in **Exhibit 3** attached hereto, or as amended from time to time by Hexis Americas in writing. Hexis Americas may at its discretion change from time to time the terms of payment defined in **Exhibit 3**. Hexis Americas shall notify the Distributor in writing of any changes in respect of the prices by a thirty (30) days prior written notice.
- 9.2** *Changes.* Changes in prices for the Products shall not apply to purchase orders accepted prior the effective date of such changes.
- 9.3** *Delivery Terms; Customs Duties, Shipping, Etc.* Prices are quoted EX-WORKS (either at manufacturer's location or Hexis Americas' U.S. warehouse, depending on the quantity and availability, as set forth in the purchase order or order acceptance by Hexis Americas) according to the Incoterms of the International Chamber of Commerce (2010 Edition) and include the costs of packing. Prices do not include customs duties, customs brokers' fees, shipping, insurance, import taxes and any taxes whatsoever charged for the Products (including any Software products) in the Territory. The Distributor agrees to pay all such items directly.
- 9.4** *Specifications.* Each order shall specify the following:
- Description of the Products (Specification, length, weight),
 - Packaging and labeling conditions (including references of consignee, if any),
 - Unit Price, Total Price Currency, and means of payment,
 - Time and place of delivery.
- 9.5** *Resale Pricing.* The prices that Distributor charges to its customers for the Products are entirely within the Distributor's discretion and control. Experience has taught, however, that maximum sales volume and profitability for a distributor is achieved when Products are competitively priced to retail accounts. From time to time, Hexis Americas may make suggestions to Distributor with respect to resale prices and the relationship of such resale prices to such competitive factors as the strength of a particular brand in the Territory, the competitive pressures of other comparably priced brands, the pattern of promotions or discounts of competitors in the Territory and the historic relationship between prices of the products and prices of other brands in the Territory. Distributor is free to accept or reject any and all of Hexis Americas' suggestions regarding its resale prices.
- 9.6** *No Setoffs, Etc.* The Distributor shall pay all amounts due to Hexis Americas without deduction, setoff, discount, allowance, deduction or credit not authorized by Hexis Americas.

ARTICLE 10 – TRADEMARKS

- 10.1** *Definition.* Within the present Agreement, trademarks (hereinafter referred to as the "**Trademarks**") shall mean any trademark as well as any trade name which is affixed by Hexis Americas on the Products or the Products'

packaging. Without limitation, Trademarks include HEXIS AMERICAS™ and HEXIS™ marks for both goods and services.

- 10.2** *Authorization; Use.* For the purpose of the present Agreement, the Distributor is authorized to use the Trademarks for the sale and/or promotion of the Products, in accordance with the terms and conditions of the present Agreement. Such an authorization, which is non-exclusive and non-transferable, does not give any right to the Distributor on the Trademarks, but grants to Distributor only the possibility to use the Trademarks for the purpose of performing its obligations under this Agreement. Any usage of the Trademarks by Distributor shall be deemed done for the benefit of Hexis Americas and its Affiliates and shall enure solely to their benefit.
- 10.3** *No Licensee.* The Distributor is not appointed as a licensee of the Trademarks and particularly it is not authorized to affix the Trademarks on any of its products or packaging.
- 10.4** *No Filings.* The Distributor is not entitled to file, or to proceed with, any action based on the Trademarks. The Distributor further agrees that, in using the Trademarks, it shall not represent in any way that it has any right, title or interest in, or to said Trademarks, or in any sign or mark similar thereto, whether registered or not, other than the authorization of use granted under **Article 10**.
- 10.5** *No Applications or Registrations.* The Distributor acknowledges the rights of Hexis Americas (and its licensors) over the Trademarks and the intellectual property in the Products. The Distributor agrees and undertakes not to (i) use, (ii) apply for registering, (iii) register or the like, any mark or sign, alone or in combination with other marks or signs, which would be confusingly similar to the Trademarks, for any product or service, in any country in the world.
- 10.6** *Prior Consent.* The Distributor acknowledges the value and attractiveness of the Trademarks and undertakes to strictly comply with Hexis Americas' requirements for the use of the Trademarks at all times, pursuant to the written specifications of Hexis Americas. Before displaying any material on which the Products and/or the Trademarks appear, the Distributor shall seek the written approval of Hexis Americas.
- 10.7** *Cessation.* Subject to **Article 14.6**, upon termination or expiration of the Agreement, the Distributor shall immediately cease any use of the Trademarks, shall refrain from displaying any material bearing the Trademarks and shall deliver to Hexis Americas, free of charge (or destroy, with Hexis Americas' consent), any materials bearing the Trademarks which are in its possession or under its control. (Section 14.8 applies to possible repurchase and return of products.)
- 10.8** *No Challenge.* Distributor shall not challenge Hexis Americas' exclusive rights to Hexis Americas Trademarks. If Distributor challenges the validity of Hexis Americas Trademarks, Hexis Americas reserves the right to immediately terminate this Agreement and all licenses granted herein. The use of the Trademarks under this Agreement by Distributor shall not create in Distributor or any Distributor any right, title, or interest in or to these Trademarks. All goodwill arising from Distributor's use of the Trademarks shall inure exclusively to the benefit of Hexis Americas.

ARTICLE 11 - INFRINGEMENT BY THIRD PARTIES; SIMILAR INTELLECTUAL PROPERTY

- 11.1** *Notice by Distributor.* The Distributor undertakes to inform promptly Hexis Americas of any and all acts of unfair competition and of any and all infringements of Hexis Americas' industrial property rights which may come to its knowledge. However, the Distributor shall take no action against such infringement by third parties without Hexis Americas' prior written approval.

- 11.2** *Indemnity by Distributor.* The Distributor hereby agrees to indemnify and hold Hexis Americas Indemnitees harmless from and against any and all liability, claims causes of action, suits, damages, and expenses for which Hexis Americas may be liable by reason of a claim of trademark infringement, which claim arises from the use of the Trademark in a manner not authorized hereunder or a claim of damage to property of bodily injury resulting from wear or use of the Products.
- 11.3** *Defense.* The Parties agree to collaborate in order to defend their interests against such infringements and to keep each other informed about all legal, technical or commercial information which may be necessary in such a defense.

ARTICLE 12 - INDEMNIFICATION

12.1. *Intellectual Property Infringement.* Hexis Americas undertakes to indemnify the Distributor, its shareholders, directors, officers, employees and agents (collectively, the “Distributor Indemnitees”) against claims for infringements of third party patents or other intellectual property rights by the Products in the Territory supplied according to the following conditions:

- (a) Hexis Americas shall, at its option decided in its sole discretion, (i) acquire at its costs a right for the Distributor to use the Products, or (ii) modify or replace the infringing Products thereof provided that such modification or replacement shall not impair the operation of the Products, or (iii), if (i) or (ii) above cannot be reasonably realized for technical or economical reasons, buy the Products back at a price which is the sale price less depreciation based on 5 years straight-line depreciation.
- (b) The indemnity is conditional upon (i) the Distributor giving Hexis Americas at the earliest possible convenience (and in all events within the time required for a timely response) a written notice of any claim being made against or action threatened to be brought against the Distributor or Hexis Americas, and (ii) the Distributor not having made any statement, declaration or admission with respect to the infringement of third party intellectual property rights which might be prejudicial to the defense of such claim or action, and (iii) the Distributor allowing Hexis Americas to conduct at its own expense any ensuing litigation and all negotiations for a settlement of the claim. At the Distributor’s expense, the Distributor shall provide to Hexis Americas all reasonable documentation, information and, without charge, assistance in connection with any such claim.

12.2 *Limitation.* This indemnification shall be limited to the claims fixed by a final court decision, or agreed to by Hexis Americas in any settlement made with the third party. In case the Distributor does not conduct the defense or agree to any final settlement, then the indemnification shall be limited to payments which are calculated on the basis of a reasonable royalty rate on the sales prices invoiced to the Distributor for the infringing Products and shall exclude any loss and any damages of a consequential nature.

Exclusions. The indemnity shall not apply to any claim based on any of the following:

- (i) Hexis Americas' actions done to comply with the Distributor’s (or its customer’s) particular design or design instructions;
- (ii) The use of the Products in a manner, or for a purpose, which was not intended or not foreseeable;
- (iii) The assembly or use of the Products in combination with any products, goods, technologies or services which are not supplied by Hexis Americas;
- (iv) The modification of the Products by the Distributor or by any third party.

The indemnification liability shall also exclude any loss of profit and any damages of a consequential nature.

- 12.3** *Employment; Violation of Law.* The Distributor undertakes to indemnify Hexis Americas Indemnitees against all claims, losses and liabilities arising out of or related to (i) the Distributor's employment of any person or contracting with any third party, (ii) the Distributor's violation of law or any breach of this Agreement that constitutes a violation of law, and (iii) any use of the Products that does not conform to Hexis Americas "Good Practices" for the Products or for damage caused by improper affixation to the intended surface.

ARTICLE 13 - WARRANTY

- 13.1** *Claims for Damages in Shipping or Delivery.* Since all sales by Hexis Americas are ex-works, Distributor bears the risks of damage in transit. Upon delivery of goods, if any Products are damaged in any way, Distributor must immediately note all damages and make a claim with the driver, on the bill of lading and/or other delivery documentation, and Distributor must also take any supporting photos. Purchaser and/or receiver must inspect the order at delivery for any damages or discrepancies and notate such damages or discrepancies to the delivery company/driver. Failure to notate damage with delivery company/driver may result in a denied shipping and handling claim. For lost, stolen or damaged orders, the shipper (whomever provided the shipping label or BOL) is responsible for filing and following up with the claim.
- 13.2** *Product Warranty; Required Handling and Storage Procedures.* Warranty terms are set forth at Hexis Americas' website, <https://www.hexis-graphics.com/en/warranty/>. The warranty terms may vary by Product or SKU. All warranty claims must follow the procedures and guidelines posted on (and downloadable from) Hexis Americas' website at <https://www.hexis-graphics.com/en/warranty/>. No warranty shall apply to Products that, after shipment ex-works, the shipper, Distributor or other party has damaged or have not been handled or stored without complying with the HEXIS AMERICAS GUIDE TO GOOD PRACTICE located at: <https://www.hexis-graphics.com/en/guide-to-good-practice.pdf>. Such documents are also available by e-mail upon Distributor's request.
- 13.3** *Exclusions.* **HEXIS AMERICAS MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THAT THE PRODUCTS SOLD UNDER THIS AGREEMENT WILL MEET THE SPECIFICATIONS SET FORTH IN THE RELEVANT PRODUCTS DESCRIPTION LITERATURE AT THE TIME OF MANUFACTURE.**
- 13.4** *Limitation of Liability.* **NO CLAIM OF ANY KIND, WHETHER AS TO THE PRODUCTS DELIVERED OR FOR NON-DELIVERY OF THE PRODUCTS, OR OTHERWISE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE FOR THE PRODUCTS SUBJECT OF THE CLAIM.**
- 13.5** *Exclusive Remedy.* Hexis Americas' sole obligation in the event of a breach of such written warranty shall be, at no charge to the Distributor, to replace the defective portions or parts of the defective Products, provided that the Distributor has given written notice thereof within thirty (30) days of discovery of such defects not later than the periods set forth pursuant to Sections 13.1 and 13.2, or to provide a refund or credit note.
- 13.6** *Conditions.* The warranties and remedies set forth herein are further conditioned upon the Distributor's and its customers' proper receipt, handling, storage and application or installation of the Products.
- 13.7** *Exclusion of Certain Types of Damages.* **NOTWITHSTANDING ANYTHING PROVIDED TO THE CONTRARY IN THIS AGREEMENT, HEXIS AMERICAS SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND,**

INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFITS OR REVENUES, CLAIMS OF THIRD PARTIES, AND THE DISTRIBUTOR SHALL HOLD HARMLESS AND INDEMNIFY HEXIS AMERICAS INDEMNITEES AGAINST ANY LIABILITY IN CONNECTION THERETO.

ARTICLE 14 - TERM AND TERMINATION

- 14.1** *Duration; Automatic Renewal.* This Agreement shall come into force upon its execution by both Parties. This Agreement shall be valid for one (1) year and shall be renewable automatically for successive terms of one (1) year, unless notification of non-renewal is given in writing within sixty (60) days prior to the expiration of the initial or current term. Notwithstanding the above, either Party may terminate this Agreement forthwith upon prior written notice, if the other Party fails to perform any of its obligations hereunder, and if such failure is not remedied within thirty (3) days after receipt by the defaulting Party of a written notice to remedy such failure. Notwithstanding the above, in its sole discretion Hexis Americas may terminate this Agreement upon thirty (30) days' prior written notice.
- 14.2** *No Indemnity.* In the event this Agreement is not renewed, the Distributor shall not be entitled to any indemnity, claim for loss of income or damages due for non-renewal.
- 14.3** *Mutual Right of Termination.* Either Party shall have the right to terminate this Agreement forthwith upon prior written notice (i) if a petition is filed by, on behalf of or against the other Party under the provisions of any bankruptcy or insolvency laws, (ii) if a receiver is appointed to take possession of such Party's property, (iii) if such Party is declared insolvent by any court which has jurisdiction..
- 14.3** *Termination by Hexis Americas.* Hexis Americas shall have the right to terminate this Agreement if (i) without Hexis Americas' prior written consent, there is a change in the ownership of a majority of the Distributor's common stock or voting rights to elect a majority of the Distributor's board of directors or similar governing body or in the management of the Distributor, whether voluntary or by operation of law, that might affect, in the sole opinion of Hexis Americas, the Distributor's management capability, its financial condition or performance or the business purpose of this Agreement, (ii) the Distributor fails to pay for any Products in strict compliance with the credit or payment terms that Hexis Americas has placed into effect and of which Distributor has been advised, (iii) Distributor were to lose, for fail to obtain, any license required by law to sell or support any Products in the Territory, (iv) the Distributor attempted to assign Agreement without Hexis Americas' prior written consent, (v) Distributor were to fail to timely provide any reports, information or assistance required under this Agreement, or (vi) violations by Distributor of any provision of this Agreement for 10 days after specific written notice of violation is given by Hexis Americas, but Distributor is not entitled to cure any breach of Section 3 (improper sales), 4.2(k) (compliance with laws), 4.2(o) (maintaining insurance), 5 (security agreement), 6 (sub-distribution), 10 (trademarks), 11 (infringement) or 16 (confidentiality). The Distributor covenants and agrees to give at least 30 days' prior written notice to Hexis Americas of any such event or transaction described in (i), (iii), (iv) or (vi) above. Distributor recognizes that (a) this Agreement has been entered into by Hexis Americas in reliance upon the skills of Distributor's existing owners, principals and operating managers and (b) Distributor's relationship to Hexis Americas gives Hexis Americas a special interest in the Distributor's financial stability.
- 14.4** *Termination for Violation of Law.* Hexis Americas shall have the right to terminate this Agreement forthwith, without prior warning, if the Distributor or its Affiliates or any sub-distributor at any level shall be in violation of law as contemplated under Section 4.2.
- 14.5** *Mutual Termination without Cause.* Unless restricted by law of the jurisdiction in which Distributor conducts its business, either Party may terminate this Agreement and the business relationship "without cause" or without the

occurrence of any other basis for termination, provided that the terminating party shall first give the other party at least sixty (60) days prior notice of its intention to terminate before the effective date of termination.

- 14.7** *No Release.* Termination of this Agreement shall not release the Distributor from its obligations hereunder, including without limitation, to make payments of all amounts then or thereafter due. The Parties shall be bound by any purchase orders accepted prior to the termination date. Pending the effectiveness of any termination, either party may negotiate with third parties for a successor relationship with another supplier or another distributor.
- 14.8** *Repurchase.* Upon termination of this Agreement, Hexis Americas may, at its option, repurchase all or part of the Products in stock in the Distributor's inventory at the net prices (less any credits and not including any shipping, handling or customs duties incurred upon Distributor's original purchase) paid by the Distributor for such Products. Repurchase price shall be (1) 90% of such net price for products purchased earlier than 90 days before termination, or (2) 100% if purchased within 90 days before termination. As a condition of payment, Hexis Americas may require that all such Products be "merchantable" within the meaning of the Uniform Commercial Code.
- 14.9** *Sales Collateral.* If requested by Hexis Americas after the termination of this Agreement, the Distributor shall promptly return to Hexis Americas all sales cards, literature and other material or property that may have been furnished by Hexis Americas to the Distributor.
- 14.10** *Transitional Assistance.* Distributor shall provide all reasonable assistance (including without limitation customer names, contact information, customer's purchase history, dates of purchase for the Products and any information relating to Product defects and warranty claims). Distributor's commitment to provide such information is a material inducement for Hexis Americas to enter into and perform its obligations under this Agreement. Distributor shall be liable to Hexis Americas for all damages, including any customer's claims, directly or indirectly sustained by Hexis Americas or its Affiliates as a result of Distributor's breach of this commitment.

ARTICLE 15 - FORCE MAJEURE

- 15.1** *Excuse.* Neither Party shall be liable for any delay or failure of performance due to unforeseeable circumstances, or other causes beyond its control, including, without limitation, fire, flood, strikes, labor troubles or other industrial disturbances, war, embargoes, sanctions, export controls, riots, or governmental or administrative decisions, accidents, strikes, lockouts, machinery breakdowns, quarantines, shortages of or inability to obtain timely delivery from suppliers, inability to obtain any material used in or equipment needed for the manufacture of the Products or the packaging therefor, inability to obtain shipping space, exchange rates, fuel prices, power failures, import or export restrictions, law enforcement, computer virus, software failure, acts of God or public enemy, prior orders from customers or limited production capacity of Hexis Americas, its suppliers or subcontractors, or any other cause beyond a Party's control. The Party subject to such cause shall take reasonable steps to give prompt written notice to the other Party.
- 15.2** *Suspension.* Subject to the above notification, performance of this Agreement shall be suspended for a period equal to the period during which the force majeure even lasts. All costs and liabilities of the Distributor incurred during the suspension of this Agreement caused by Force Majeure shall be at the Distributor's expense.
- 15.3** *Termination after 90 Days.* Should the period of force majeure continue for more than ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party and without any liability whatsoever.

ARTICLE 16 – CONFIDENTIALITY

- 16.1** *Duties.* Neither Party shall disclose to any third Party and use, except for the purpose of this Agreement, (i) any information concerning this Agreement, (ii) the business, strategies, and product research and development activities and interest of such other Party, and (iii) any confidential information and/or trade secrets such as technical or commercial data, price data and price structures, costs or administrative information made available to the other Party or which it may have learned in the performance of this Agreement, without such other Party's written consent. Exceptions shall apply where the party charged with maintain confidentiality demonstrates that disclosure is (I) required by law, but in such event the party being called upon to disclose shall be required to first give notice to the other party and an opportunity by legal means to obtain judicial intervention to defeat such requested disclosure, or (II) of information that is in the public domain or disclosed by a third party under no duty of confidentiality to the other party. If the parties have signed a confidentiality agreement, such agreement shall continue except that its term shall be limited by Section 16.2.
- 16.2** *Duration.* The above provision shall survive the expiration of termination of this Agreement for five (5) years.
- 16.3** *Injunctive Remedy.* The parties acknowledge that the disclosure of the other party's confidential information will cause the other party irreparable injury. Each party agrees that the other may obtain equitable relief to enjoin any disclosure or misuse of such confidential information, without impairing any other remedies.

ARTICLE 17 – ASSIGNMENT

This Agreement shall not be assigned or transferred by any Party, without the prior written consent of the other Party and any attempt of assignment or transfer shall be null and void. However, subject to prior written notification to the Distributor, Hexis Americas shall be free to assign this Agreement to its Affiliates or a successor in interest. For the purpose of this Agreement, "Affiliate" shall mean any subsidiary or legal entity owning (or owned by), directly or indirectly, more than 50% of the voting rights and share capital of a Party.

ARTICLE 18 - GOVERNING LAW

This Agreement and all actions contemplated by it shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of law and excluding the United Nations Convention for the International Sale of Goods.

ARTICLE 19 - SETTLEMENT OF DISPUTES

- 19.1** *Arbitration in Georgia.* The parties acknowledge that this agreement is a transaction in interstate commerce governed by the Federal Arbitration Act. Before initiating any litigation, the Parties shall meet and confer on any dispute (other than one involving irreparable injury subject to injunctive relief) for a period of at least 15 days. If not resolved between the Parties, any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator in Atlanta, Georgia. The arbitration shall be governed by the laws of the State of Georgia. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and

attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each Party agrees that notice of arbitration and service of notice of any arbitral award may be effectuated by first class mail (or airmail), return receipt requested, to the President of such Party.

19.2 *One Year Deadline.* Any claim arising out of or in relations to this Agreement must be filed within one year after the occurrence of the event giving rise to such claim, or shall be forever barred. The foregoing deadline shall not limit any claim by Hexis Americas for non-payment arising prior to the effective date of termination or any invoice.

ARTICLE 20 - NOTICES

Any notice, demand, waiver or other communication required or permitted to be given hereunder shall be made in writing in English and shall be deemed to have duly given when delivered in person, or when sent by telecopy or, if mailed, ten (10) business days after mailing by pre-paid, registered or certified first class mail, with return receipt requested, to the addresses set forth above, or any other address notified to the parties pursuant to this Article.

ARTICLE 21 - ENTIRETY AND AMENDMENT

This Agreement, together with its Exhibites, contains the entire and only agreement between the Parties hereto and supersedes and cancels all previous agreements, negotiations, commitments and representations relating thereto. It cannot be amended or modified, in whole or in part, except by a written document signed by both Parties. The Parties hereto agree that they shall take all appropriate actions, including, without limitation, the execution or filing of any documents or instruments, which may be reasonably necessary to carry out the intent and accomplish the purposes of any of the provisions hereof. This Agreement shall be deemed to have been co-authored by the Parties, and not rule of construction shall cause this Agreement to be construed against either party as a matter of authorship.

ARTICLE 22 - ABSENCE OF WAIVERS

The failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such terms and conditions, nor shall any waiver of any right at any one or more times be deemed a waiver of such right at any time.

ARTICLE 23 - SEVERABILITY

In the event that any of the provisions under this Agreement is in conflict with any rule of law or statutory provision or otherwise is unenforceable under the laws of any country or state, such invalidity shall not invalidate any of the other provisions hereof. Such remainder shall remain in full force and effect.

ARTICLE 24 - HEADINGS

The headings of the Articles and Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof.

ARTICLE 25 - ELECTRONIC SIGNATURES

The parties agree to accept facsimile, scanned and copied signatures of their respective authorized representatives as original signatures for the purposes of executing this Agreement as specified below and further agree to accept faxed, copied, scanned, electronic, and printed versions of this Agreement fully signed and/or executed as if it were an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) originals by their duly authorized representatives.

List of Exhibits:

1. Products
2. Territory
3. Prices and Terms and Conditions of Sale
4. Marketing and Publicity
5. Insurance
6. Designated Representatives

EXHIBIT 1

HEXIS™ PRODUCTS

All products found to be noted and listed in the HEXIS International Catalogue:

<https://catalogues.hexis-graphics.com/?lang=xen>

EXHIBIT 2

TERRITORY

The Territory consists of the Distributor's country.

EXHIBIT 3

PRICES AND TERMS AND CONDITIONS OF PURCHASE

1. *Acceptance.* Goods and services offered or quoted for are subject to availability. Orders are subject to acceptance by Hexis Americas.
2. *Modifications; Add-ons.* Modifications and add-ons to orders can only be accepted by Hexis Americas within 3 business days of receipt of invoice. Once the invoice has been received, the Distributor has 5 business days to submit payment and/or confirm shipping method; otherwise, the ordered Products will not be shipped to the purchaser, will be released back into stock inventory and could be subject to delays for subsequent restocking. Thereafter add-ons will be considered as new orders. If the order is released back into inventory, this is considered a cancellation, which will incur a cancellation fee.
3. *Cancellation of orders.* A 15% cancellation fee will be charged for any cancelled orders, preorders, and/or blanket purchase orders on in-stock products.
4. *Pre-payment.* The purchaser shall pay the price and all other amounts due for the Products under a purchase order prior to delivery Ex-Works at the point of shipment from Hexis Americas' warehouse or other location designated in Hexis Americas' written acceptance of purchase order. Except for qualifying customers under approved Credit Terms, no shipment shall occur without such prior payment. All prices are expressed and shall be payable in US DOLLARS, unless otherwise agreed in writing. Any other payment terms must have Hexis Americas agreement by authorized person.
5. *Credit Terms.* Credit Terms are available to qualified customers. Credit Terms Invoices are to be paid in full within 30 days following the date of invoice unless other terms are agreed in writing. Invoices not paid in full within 30 days of the due date shall thereafter bear overdue charges consisting of the lesser of (i) the rate of 1.5% per month on the unpaid balance or (ii) the maximum interest rate permitted by law.
6. *Late Payments.* Hexis Americas reserves the right to charge a late payment fee as an increase in the purchase price computed at rate of one and one half percent (1.5%) past the Grace Period per month (or the maximum interest rate allowed by applicable law, whichever is lower) on any unpaid balance owing by the Distributor from

the date at which balance was due to Hexis Americas. Distributor shall be responsible for any reasonable costs resulting from collection by Hexis Americas of any such amounts, including, without limitation, reasonable attorneys' fees and court costs. Hexis Americas may discontinue or delay continuance of performance or production if the purchaser fails to pay any monies due. A 7-day Grace Period is granted after the invoice due date.

7. *Advance Payments.* To the extent that the Distributor shall fail to make payment as specified, or for any other bona fide reason Hexis Americas deems itself to be insecure as to payment, Hexis Americas may demand that Distributor make full payment in advance before shipment of goods.
8. *Volume Discount Rebate Program:* Valid only through purchases/payments through Hexis Americas. If Distributor purchases and pays for more than the threshold volume in Dollar amount for the applicable period, the rebate will be issued as a credit note under the then applicable Hexis Americas' volume discount rebate program. Volume rebates are computed at the end of every quarter and apply only to paid invoices. Volume rebates can only be used as credit notes and they must be used in the following subsequent quarter after the quarter in which earned. Volume rebate credits do not roll over. A Volume Discount Rebate Program may be offered at the discretion of Hexis Management and to be put in a written agreement.
9. *Risk of Loss.* All prices are quoted on an EX-WORKS basis (Incoterms 2010) at place of manufacture or Hexis Americas' warehouse in the United States, as indicated on Hexis Americas' written acceptance of purchaser order. Quotations for other delivery terms can be obtained on request, extra charges to be at the Distributor's expenses.
10. *Price Changes.* Hexis Americas reserves the right to make changes in their prices with an advanced 30 days prior written notice to the Distributor. This notice will be in the form of a new price list to be effective. All on-going proposals remain valid.
11. *Distributor Discount.* For all sales, Hexis Americas will grant the Distributor its standard discount based on the EX-WORKS price list. To ensure continuity in Hexis Americas' sales, the Distributor agrees to sell Hexis Americas products at reasonable, not excessively high prices, taking into consideration Hexis Americas list price, shipping costs, import costs,
12. *Taxes, Duties and Shipping.* The amount of any present or future taxes, duties or shipping costs applicable to the sale of products or services shall be added to the price. The purchaser shall pay all such taxes and indemnify Hexis Indemnitees from all claims arising from such taxes. Purchaser may provide Hexis Americas with a valid exemption certificate acceptable to Hexis Americas and the appropriate tax authority. Purchaser agrees to indemnify and hold harmless Hexis Americas, its directors, shareholders, employees and agents, from all losses, liabilities and claims on account of taxes, interest, penalties and customs duties.
13. *Bank Payment.* All payments should be made out to SWP Solution, Inc., as this is the legal name for Hexis Americas. SWP Solution Inc. accepts the following forms of payment:
 - Credit card (with signed credit card authorization form)
 - Wire transfer payment
 - Physical Check (to be mailed in a trackable method such as UPS, FedEx, UPS or certified USPS)
 - All payments are to be submitted in USD\$ only

Payment shall be made by wire transfer to Hexis Americas' bank:

- Company Name:
 - Bank beneficiary:
 - Account number:
 - Address:
 - Telephone:
14. *Risk of Loss.* Title and risk of loss for all products shall pass to the purchaser upon delivery by Hexis Americas to a freight forwarder or purchaser's designate, regardless of shipping terms, method of payment or transport cost.
15. *Claims against Carriers (Damage In Transit).* Title and risk of loss for all Americas shall pass to the purchaser upon delivery by Hexis Americas to a freight forwarder or purchaser's designate, regardless of shipping terms, method of payment or transport cost. Under "ex-works" Incoterms, once the goods have been loaded for shipping, they become the responsibility of the purchaser. It is the responsibility of the purchaser to receive the entire shipment as tendered and file a claim with the carrier if the shipment or any part thereof is missing or damaged upon delivery. If there is any loss or damage at the time of delivery, it is essential to make the appropriate statement on the delivery receipt. Purchaser and/or receiver must inspect the order at delivery for any damages or discrepancies and notate such damages or discrepancies to the delivery company/driver. Failure to notate damage with delivery company/driver may result in a denied shipping and handling claim. For lost, stolen or damaged orders, the shipper (whomever provided the shipping label or BOL) is responsible for filing and following up with the claim.
16. *Inspection of shipment upon delivery.* Purchaser's prompt inspection of delivered products is of the essence. Any concealed damage should be reported to the delivering carrier/driver within 24 hours of receipt of the shipment. Prompt filing of the claim with all necessary documents is required for fast settlement. All claims must be accompanied by the following documents: Original paid freight bill - Certified copy of original bill of lading - Duplicate of invoice covering shipment - Duplicate of destination inspection report - Duplicate of delivery receipt noting shortage or damage – Supporting photos and/or videos.
17. *Product Claims Procedure.* To file a product claim, the following is mandatory:
- Refer to the CLAIMS section within the Distributor Portal in the Hexis Americas website.
 - Fill out the required fields in the Online Claim Form.
 - Attach photos and/or videos of claim (showing the defect).
 - Mail in a physical sample (12" x 12" minimum size) showing the defect. Sample piece is to be placed on a spare liner, not stuck to adhesive to adhesive.
 - Failure to provide any of the above, may result in a denied claim.
 - Claim is only valid for thirty (30) days from date of submission of the Online Claim Form; after thirty (30) days, claims will become void and denied.
 - Hexis Americas will only reimburse (in form of credit note) the defective amount and shipping cost of the physical sample (up to \$20.00), to the Distributor, if the product is deemed a manufacture defect.
 - If a product is used, applied or marketed in a way that is not intended according to Hexis' Technical Data and Application Guide, then the warranty and claim will be automatically denied and void.
18. *Returns.* Any products sold by Hexis Americas may be returned only in accordance with the warranty provisions applicable to the product concerned. Hexis Americas agrees to accept returns of goods within ten (10) business days after date of delivery. Before returning any product for whatever reason, the purchaser must obtain Hexis Americas' prior written approval and instructions. A 25% restocking fee will be applied for any unopened and undamaged items. Distributor is responsible for return of product(s).

19. *Drop-shipping and drop-shipment fee.* The Distributor is to provide a shipping label or BOL for any and all drop-shipments. A \$10.00 USD drop-shipment fee will be added to any drop-shipments going to the same location.
20. *Shipping of orders.* If an order or shipment does not qualify for free shipping by Hexis Americas, the Distributor is responsible for sending Hexis Americas a shipping label or arrange a freight pick-up and send a BOL.
21. *Maintaining Distributorship.* Distributor is required to purchase (in one purchase order) at least one (1) full pallet (which contains 36 rolls) per quarter and purchase a minimum of 10% more (in purchase value) than the Distributor's previous year in total, to maintain distributorship status with Hexis Americas.
22. *Distributor Portal and Information.* Distributor is to purchase all in-stock products via Hexis Americas secured website. Login credentials and all information within the Portal is strictly confidential and should only be shared within the Distributor's internal staff and company personnel.
23. *Forecasts and pre-orders.* All forecasts, pre-orders, and/or purchase orders for 'out-of-stock' items are to be submitted and processed directly through a Hexis Americas representative.
24. *Other Terms and Conditions.* Distributor's purchases of Products are subject to the terms and conditions set forth in the Distribution Agreement to which this annex is attached.

EXHIBIT 4

MARKETING AND PUBLICITY

1. **Trademarks and Logos.**

"HEXIS AMERICAS" and "HEXIS" are trademarks and/or registered trademarks of Hexis Americas or its Affiliates (collectively and including Hexis Americas' logos, the "Trademarks"). Distributor shall use, and shall cause its Distributors to use, the Trademarks only as specified in the confidential trademark usage guidelines as may be amended from time to time in Hexis Americas' sole discretion and only with respect to versions of the Software delivered to Distributor that contain the Trademarks. Upon notification from Hexis Americas, Distributor agrees to adopt any new logos and guidelines in the earliest reasonable timeframe (for example, at the next revision of Distributor Product). Such guidelines are available at <https://www.hexis-americas.com/en/trademark-guidelines.pdf>.

2. **Proprietary Notice.**

To the extent Distributor has access to copyrighted works included in the Products or Software, Distributor shall place proprietary notices in the copyright area of: (a) the on-line documentation regarding the Product, (b) the 'About [Box]' or similar notice page of the Distributor's Website that describes the Product, and (c) any other document related to the Product that contains copyright information, as reasonably requested by Hexis Americas.

3. **Attribution.**

In the event Hexis Americas delivers to Distributor an Upgrade that contains Hexis Americas® or HEXIS® technology, in a manner consistent with the other marketing efforts for Distributor Product and, if applicable, Distributor Product, Distributor shall promote, and shall cause Distributor to promote, their respective support of Hexis Americas HEXIS technology from Hexis Americas in the following ways:

3.1 Marketing Materials; Attribution Text. In Distributor Product and Distributor Product marketing materials, such as product datasheets, reviewers' guides, product advertising, and developer kits, Distributor shall include, and shall cause Distributor to include, the appropriate Hexis Americas logo pursuant to the terms of Section 1 of this Exhibit. Additionally, Distributor shall include, and shall cause Distributor to include, a statement ("Attribution Text") substantially similar to the following:

3.2 Product Packaging. Distributor Product packaging shall include, and Distributor shall cause Distributor product packaging to include, the appropriate Hexis Americas logo pursuant to the terms of Section 1 of this Exhibit. Distributor shall not ship, sell, or send HEXIS products in a competitor's box. Distributor is to ship, sell, or send HEXIS products in HEXIS branded boxes, blank boxes, and/or the Distributor's branded box.

3.3 Web Site. Distributor shall include, and shall cause Distributor to include, the Attribution Text and/or shall display, and shall cause Distributor to display, the appropriate 'HEXIS' logo on the web page on Distributor's and Distributor's web site that describes the feature set of Distributor and Distributor Product enabled with HEXIS technology. Whenever possible, the logo and the Attribution Text shall include a hyperlink to the URL listed in the Attribution Text. HEXIS products, purchased and sold by the Distributor, shall also be displayed and represented in Distributor's website.

3.4 Attribution to Hexis America in Developer's Marketing and Support Documentation. Distributor shall highlight that Distributor Product supports Hexis Americas HEXIS® products on Distributor's web sites and marketing materials for vinyl wrapping.

4. Use of Distributor Name.

Distributor shall allow Hexis Americas to use Distributor's name and corporate and product logos ("Distributor Trademarks"), a color image of the Distributor Product, and a description of the Distributor Product as delivered by Distributor, on Hexis Americas' web site, for use in Hexis Americas marketing and promotional materials, including, but not limited to, press releases, event presentations, web site announcements or lists, reviewers' guides, advertisements, product datasheets, product packaging, and developer kits. Distributor hereby grants a non-exclusive, worldwide, non-transferable license to Hexis Americas to use the Distributor Trademarks solely in conjunction with the promotion of Distributor, Distributor Product, and Hexis Americas HEXIS from Hexis Americas pursuant to this section. Hexis Americas shall not challenge Distributor's exclusive rights to such Distributor Trademarks or assert their invalidity in any proceeding. Hexis Americas' use of such Distributor Trademarks shall not create in Hexis Americas any right, title, or interest in or to such Distributor Trademarks, and all goodwill arising from Hexis Americas' use of such Distributor Trademarks shall inure to the benefit of Distributor or, if not owned by Distributor, its Trademark licensors. Hexis Americas shall use the Distributor Trademarks only as specified in Distributor's Trademark usage guidelines provided to Hexis Americas by Distributor, as may be amended from time to time in Distributor's sole discretion.