



Continue

EXCLUSIVE DISTRIBUTION AGREEMENT

THIS AGREEMENT is made and entered as of _____, by and between CSEN International Ltd. (hereinafter referred to as "Developer"), a corporation having its offices in Jerusalem, Israel, existing under the laws of the State of Israel and _____ (hereinafter referred to as "Distributor") a corporation having its offices in _____, existing under the laws of the State of _____.

WITNESSETH:

In consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties mutually agree as follows:

Buy-Sell Agreement

This Buy-Sell Agreement ("Agreement"), is entered into on _____ at _____, California between _____, a California corporation and _____ (collectively, "Shareholders") with regard to all of the Corporation's stock outstanding now or in the future. The Corporation and the Shareholders agree as follows:

Article I. Parties and Purposes

Identity of Parties

1.1. The shareholders named above own all of the outstanding shares of the Corporation.

Protective Purpose of Agreement

1.2. The purpose of this Agreement is to protect the Corporation's management and control from persons not acceptable to all shareholders. The other purpose is to provide a ready market in the event of the death, disability or lifetime transfer of shares by a Shareholder.

Article II. Enforcement

Restriction on Transfer

2.1. To accomplish the purposes of this Agreement, any transfer, sale, assignment of any of the shares of the Corporation, other than according to the terms of this Agreement, is void. Each Shareholder shall have the right to vote shares held of record and to receive dividends paid on them until the shares are sold or transferred in accordance with this Agreement.

ESTATE AGENT AGREEMENT

Annexure A

AGREEMENT FOR THE QUALIFICATION OF AND RULES AND REGULATIONS FOR HOMEOWNERS AND ESTATE AGENTS WITHIN THE CENTURY VIEW PRECINCT, RATANGA ROAD, MILNERTON

ENTERED INTO BY AND BETWEEN

CENTURY VIEW PROPERTY OWNERS ASSOCIATION ("CVPOA")

AND

("THE HOMEOWNER")

AND

("THE ESTATE AGENT")

CVPOA Estate Agent Rules and Regulations with regard to the Sale and/or Rental of residential property forming part of the Century View precinct

Description

All Homeowners (defined as per the CVPOA Constitution) and Estate Agents and/or any other personnel entering the Century View precinct are obligated to cooperate with the CVPOA, the managing agent, Security and/or appointees in their effort to ensure the enforcement of the CVPOA Rules and Regulations in whole or in part thereof, or any including but not limited to, its CVPOA Constitution and Design Guidelines.

Breach

- (i) The CVPOA or any nominated official thereof, reserve the right to immediately halt any sale or rental process contravening the CVPOA Estate Agent Rules and Regulations, in whole or in part thereof, or any including but not limited to, its CVPOA Constitution, Design Guidelines and all Rules and Regulations until such time that the appropriate remedy has been established.
- (ii) Should the offending party refuse to comply with the instruction to adhere to the CVPOA Estate Agent Rules and Regulations or refuse to halt any sale or rental process, a fine of R5, 000. 00 per transgression may be levied by the CVPOA.

FARM AND RANCH REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Charles G. Dunagan

Address: 5 Piney Way

City, State, Zip: Angleton, TX 77515

Phone: (979)319-1283

Fax: _____

E-Mail: cdunagan@angletoniad.net

Broker: David Norman Realty Advisors, dba

Address: P.O. Box 1228

City, State, Zip: Leonard, TX 75452

Phone: (903)815-2872

Fax: _____

E-Mail: david@davidnormanrealty.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, accessories, and crops described below except for any exclusions, exceptions, or reservations described below.

A. Land: The land situated in Lamar County, Texas described as follows:
A 389 A Hampton Survey, Tract 1, Acres 80.0, Parcel ID # 80416.

or as described on attached exhibit, also known as FM Highway 137 Paris, TX 75460

(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, dams, permits, strips and gores, easements, and cooperative or association memberships.

B. Improvements:

- (1) Farm and Ranch Improvements: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
- (2) Residential Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

employees, agents, contractors or representatives. 7.2 settlements, claims, suits, and expenses (including reasonable attorneys' fees) made against or sustained by any Mentor Indemnitee arising from (i) the death of, or bodily injury to, any person on account of the Materials as a result of negligence or willful misconduct of SiTech or any affiliate, officer, director, employee or agent of SiTech (ii) any reasonable SiTech-approved out-of-pocket costs to Mentor and its Affiliates due to the recall of any Processed Material or (iii) an infringement of any third party patent right, copyright right, trademark right or other intellectual property right or misappropriation of any trade secret (collectively "Mentor Losses") to the extent such Mentor Losses are finally determined by a court of competent jurisdiction or by specific reference in a settlement of litigation consented to by SiTech pursuant to Section 7.4 to have been caused by (a) willful or intentional failure to deliver such Material in accordance with SiTech's warranties set forth in Section 6.10, (b) the negligence or willful misconduct of SiTech or any employee, consultant, agent or subcontractor of SiTech or its Affiliates, or (c) a breach of a material obligation of SiTech under this Agreement (collectively, a "SiTech Claim"), except that SiTech shall have no liability under this Section 7.2 for any Mentor Losses arising from a Mentor Claim. 7.3 Limitations to Indemnity. The indemnities of Sections 7.1 and 7.2 shall not apply (i) if the indemnified party fails to give the indemnifying party prompt notice of any claim it receives and such failure materially prejudices the indemnifying party, or (ii) unless the indemnifying party is given the opportunity to approve any settlement. Furthermore, the indemnifying party shall not be liable for attorneys' fees or expenses of litigation of the indemnified party unless the indemnified party gives the indemnifying party the opportunity to assume control of the defense or settlement. In no event shall the indemnifying party assume control of the defense of the indemnified party without the consent of the indemnified party (which consent shall be given at its sole discretion). 7.4 Settlement. In no event shall the indemnifying party be entitled to settle any of the above-mentioned claims without the written consent of the indemnified party, which consent shall not be reasonably withheld. 7.5 Insurance. SiTech, at its sole cost and expense, shall carry and at all times during the Initial Term and any subsequent period, maintain in full force and effect the following insurance coverage: (a) Workers' Compensation Insurance as required by Texas law; (b) Employers' Liability Insurance as required by Texas law; (c) General Comprehensive Liability Insurance, with contractual liability and property damage endorsements in the minimum amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) each occurrence and in the aggregate. Such coverage shall also include coverage for business interruption with coverage limits and terms reasonably acceptable to Mentor. (d) Environmental impairment liability insurance for non-sudden and accidental occurrences, if required by applicable law or regulation. Such insurance policies shall cover any and all Mentor Losses as provided herein for which indemnification is provided by Section 7.2 above. SiTech, upon request of Mentor, will supply Mentor with appropriate certificates of insurance evidencing the forgoing insurance coverage. 8. MISCELLANEOUS 8.1 Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the written consent of the parties hereto. However, it is the intention of the parties that this Agreement be controlling over additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both parties, and that waivers and amendments of any provision of this Agreement shall be effective only if made by non-pre-printed agreements signed by both parties and clearly understood by both parties to be an amendment or waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. 8.2 Governing Law and Legal Actions. This Agreement shall be governed by and construed under the law of the State of California and the United States without regard to conflicts of laws provisions thereof. Unless the parties hereto mutually agree otherwise, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the California state and U.S. federal courts having within their jurisdiction the location of Mentor's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise allowed by California state or U.S. federal law. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. 8.3 Notice and Reports. All notices, consents or approvals required by this Agreement shall be in writing sent by certified air mail, postage prepaid or y facsimile (confirmed by such certified or registered mail) to the parties at the following addresses or such other addresses as may be designated in writing by the respective parties: To SiTech: Alchemy Engineering, LLC d/b/ SiTech, LLC Attn: Richard Compton P.O. Box 1018 Carpinteria, CA 93104 To Mentor: Mentor Corporation 5425 Hollister Avenue Santa Barbara, CA 93111 Attention: Douglas H. Altschuler, Esq. Notices shall be deemed effective on the date of mailing. 8.4 Entire Agreement. This Agreement (and all Exhibits hereto), the Option Agreement and the License Agreement (and all Exhibits and Schedules thereto) constitute the entire understanding and agreement with respect to the subject matter hereof and supersede all proposals, oral and written, all negotiations, conversations, or discussion between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. 8.5 Severability. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. 8.6 Relationship of Parties. The parties hereto expressly understand and agree that the other is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for U.S. federal courts having within their jurisdiction the location of Mentor's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise allowed by California state or U.S. federal law. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. 8.7 Delegation of Duties. Neither party may delegate to a third party their respective obligations hereunder without the written consent of the other party. 8.8 Assignment. This Agreement and the rights hereunder are not transferable or assignable without the prior written consent of the parties hereto, except for rights to payment and except to a person or entity who acquires all or substantially all of a party's stock, assets or business to which this Agreement pertains, whether by sale, merger, acquisition or otherwise. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. 8.9 Publicity and Press Releases. Except to the extent necessary under applicable laws or for ordinary marketing purposes, the parties agree that no press releases or other publicity relating to the substance of the matters contained herein will be made without approval by both parties. 8.10 Force Majeure. No liability or loss of rights hereunder shall result to either party from delay or failure in performance caused by an event of force majeure (that is, circumstances beyond the reasonable control of the party affected thereby, including without limitations, acts of God, fire, flood, war or government action). Obligations hereunder, however, shall in no event be excused for a period of longer than six (6) months. In the event of force majeure, the party whose performance is affected shall give prompt written notice to the other party stating the period of time the same is expected to continue and will use its best efforts to mitigate the effect of the event giving rise to the failure or delay in performance. upon the occurrence of a force majeure which affects SiTech's performance hereunder for long than six (6) months, Mentor shall have the right, but not be obligation, to terminate this Agreement, or to elect to have the affected Materials supplied by a third party supplier until SiTech is able to resume performance. 8.11 Remedies. Except as otherwise expressly stated in this Agreement, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity. 8.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same instrument. [SIGNATURE PAGE TO FOLLOW] IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above. Alchemy Engineering, LLC a California limited liability company db/aSiTech, LLC By: /s/RICHARD A. COMPTON Richard A. Compton VP

Finance Page 2 What is an exclusivity agreement template? An exclusivity agreement template is used to secure exclusive rights to sell products or services to another organization. The template allows the seller to offer applicable guarantees and product discounts in return for granting exclusive rights to a vendor. It is also designed to generate a unilateral restriction that ensures that one party sells exclusively to the other and that the purchasing party does not purchase the goods listed in the template from any other party. This exclusivity agreement is entered into on [Agreement.CreatedDate] between the parties [Sender.FirstName][Sender.LastName] and [Client.FirstName][Client.LastName]. The Seller and Buyer have expressed an interest to enter into an exclusivity agreement with regard to the following property: [Property]. Therefore, for the interest of both parties involved and for the receipt and acknowledgment of this agreement, both parties agree to the following: An exclusivity agreement gives you the sole right to sell products or services to another organization. In most cases, the seller offers certain guarantees or discounts in return for these exclusive rights. PandaTip: This exclusivity vendor agreement between you and the other party gives you the sole right to sell certain products or services. In most cases, the seller offers certain guarantees or discounts in return for these exclusive rights. ExclusivityThe exclusivity period shall begin on [Agreement.CreatedDate] and will conclude on [Agreement.EndDate]. During the exclusivity period, the Seller will under no condition solicit, sell, or promote any of the property listed within this exclusivity agreement to any other Parties. The Buyer agrees to purchase the property listed in this agreement from the Seller and no other vendors during the term of this exclusivity agreement. Furthermore, the Buyer agrees to purchase the product with consideration to the terms and conditions outlined in this exclusivity agreement for the entire agreement term. PandaTip: This exclusivity contract template creates a unilateral restriction that ensures that one party sells exclusively to the other and that the purchasing party does not purchase the goods listed from any other party. ItemsThe following property is being offered by the Seller during the term of this agreement: PandaTip: Be sure to list all items, their descriptions, and their SKUS (if applicable) in this section of the template. Seller reserves the right to maintain and enforce minimum manufacturer's recommended sales prices (MSRP) for all goods listed. The Buyer agrees to sell all goods at at least the MSRP prices listed below during the entire term of this exclusivity agreement. Subtotal\$0.00Discount\$0.00Tax\$0.00Total\$0.00 PandaTip: Use this pricing table to reflect the minimum allowed sales price for all goods being sold to the Seller. StandardsAll property being provided must fit the above descriptions and shall be in new condition upon the Buyer's receipt. In the instance the property is received and does not fit the descriptions above, the Seller shall have ample opportunity to correct or resend the product to correct the issue at their sole expense. PandaTip: The "standards" section of this template protects the Buyer by ensuring that the product they are shipped is provided in new condition at all times. Use the payment table in the template below to set the price that the Buyer will pay to the Seller for the goods included in this exclusivity agreement. PaymentPayments will be based on the table below and shall be inclusive of any taxes, deposits, and discounts provided. The Seller will invoice upon the property's shipping date and the invoice will be payable under [Payment.Terms] payment terms. In the event payment is not received by the payment due date, the Seller shall reserve the right to apply a [LateFee.Percentage]% late fee to the affected invoice's total. Non payment will constitute as a breach of contract and, at the Seller's discretion, termination of this exclusivity agreement in its entirety. In the instance of termination of this agreement all funds will remain due. Furthermore, the Seller will be permitted to seek legal remedy for the fees due. Subtotal\$0.00Discount\$0.00Tax\$0.00Total\$0.00 PandaTip: The delivery portion of this exclusivity agreement template will outline any and all delivery timelines as well as any and all shipping costs and responsibilities. The Seller agrees that timely delivery is necessary to support the Buyer's activities, and furthermore agrees to initiate shipment of any requested products related to this exclusivity agreement within 5 days of receipt of order. Should product shipments be delayed for any reason, the Seller agrees to immediately notify the Buyer and provide regular updates regarding any delayed shipments. If the Buyer would like to expedite shipping they may do so at their sole expense. TaxesThe Buyer shall remain responsible for any and all taxes due for the goods listed. These taxes shall be included in the invoiced amount and will cover any state, federal, or local taxes. PandaTip: If the Seller offers any manufacturer or other warranties, they should be listed in the template below. WarrantyThe Seller warrants all property sold will be in working and new condition. Upon the finding of such warranties not being met the Seller will have ample opportunity to correct the issues or will issue a full refund for the defective property. InspectionThe Buyer will, upon receipt of any shipment from the Seller, be allowed a reasonable amount of time to inspect the property for defects or errors that may have occurred during shipment. In the instance such issues are found, the Buyer shall notify the Seller and provide them with the ability to correct the issue. In the instance the Buyer must ship the Property back to the Seller all shipping costs will be the Seller's responsibility. PandaTip: This section of the template outlines the Seller's right to inspect and reject shipments at their discretion. The following occurrences shall serve as a default of this agreement and grounds for termination as such: Failure to make required payments Bankruptcy by either party The seizure of either party by creditors Failure to deliver property in agreed upon time frame PandaTip: The Force Majeure section of this template protects both parties from being held liable for agreement violations due to circumstances beyond their control. Force MajeureBoth Parties agree that they are obligated to uphold this exclusivity agreement in its entirety at all times. However, neither party shall be held liable for violations of this agreement caused by the following: Vandalism Acts of God Acts of terrorism Earthquake Severe weather Military Action Furthermore, both parties will be allowed an appropriate amount of time to allow for the occurrence to resolve before any further action may be taken. PandaTip: The arbitration section of this template ensures that any disagreements related to this exclusivity agreement will be resolved through a neutral arbitrator, rather than through a court of law. This expedites resolution for any disagreements, saving both parties time and money. Consult your legal team or company law firm regarding this. ArbitrationAny and all disputes or controversies that may arise through the term of this exclusivity agreement shall be solved through arbitration with [Arbitrator.Name] as agreed between the Parties. The selected arbitrator is knowledgeable in the exclusivity agreement entered and has been vetted by all parties involved in this agreement. In the instance of the need for arbitration, both parties shall provide the arbitrator with all necessary documentation pertaining to this exclusivity agreement. The arbitrator will not have permission to modify, alter, or disburse any awards that may occur during the arbitration. Both parties acknowledge during the term of this agreement they will be made aware of certain information pertaining to the other party's business that is considered confidential. The parties agree to keep all information confidential, and not to provide the public with any information not previously released as public. Upon request, all confidential documentation shall be returned to the rightful owner. PandaTip: The non-disparagement portion of this exclusivity agreement template provides support against any comments or actions that could harm the business or personal functions of either party in this agreement. This section is important for protecting your confidential information, reputation, and business interests. Non-DisparagementThe Parties agree, that during this exclusivity agreement as well as a period of 1 year of either termination or completion of this agreement they will refrain from any comments or statements either in written or oral form that may disparage or damage the other party's reputation or cause injury to the party involved. Any breach in this term will result in legal action and termination of this exclusivity agreement. NoticesAny and all notices regarding this exclusivity agreement shall be delivered via email, in person, or via certified mail. All costs related to the sending of such notification will be the responsibility of the sender. Any sent notifications should be delivered to the addresses below. Seller:[Sender.Address][Sener.Email] Buyer:[Client.Address][Client.Email] Under the instance any provision in this agreement is found to be invalid or unenforceable all remaining provisions will remain in full effect. Furthermore, the parties will be allowed to come to an agreement and substitute the invalid provision with a similar enforceable term. PandaTip: The amendment clause in this exclusivity agreement template gives space to document any requirements for modifications or changes to the agreement. AmendmentThis agreement may be amended and modified with written agreement between the parties containing both of the parties' signatures. Entire AgreementThis exclusivity agreement in its entirety is considered the entire agreement and shall overrule any previous agreements made between the parties in either oral or written form. PandaTip: This section of the template restricts either party from assigning their rights and obligations under the terms of this agreement to another party without prior approval. Assignment of RightsThe Parties agree, that without prior consent, no portions of this agreement may be transferred, sold, or given to third-party individuals. Applicable LawThis exclusivity agreement is subject to the jurisdiction of [Sender.State] as agreed between the parties. The signatures below serve as acknowledgment and agreement of all terms and conditions within this exclusivity agreement. PandaTip: Once this template is completely filled in, the Seller and Buyer can e-sign it electronically from a computer or mobile device. [Sender.Company] [SignatureMM/DD/YYYY][Sender.FirstName][Sender.LastName][Client.Company] [SignatureMM/DD/YYYY][Client.FirstName][Client.LastName]