

## DISTRIBUTION AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and Five

### BETWEEN:

\_\_\_\_\_, an \_\_\_\_\_ joint stock company, commercial register no. \_\_\_\_\_, located in \_\_\_\_\_ of \_\_\_\_\_, plot no. \_\_\_\_\_ the second industrial zone (hereinafter referred to as "\_\_\_\_\_"), and herein represented by \_\_\_\_\_, in his capacity as its Managing Director; **AND**

\_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ with its premises located at \_\_\_\_\_, of Post Office Box Number \_\_\_\_\_ (hereinafter referred to as the "**Distributor**"), and herein represented by \_\_\_\_\_, in his capacity as \_\_\_\_\_

Having acknowledged their capacity to contract, both Parties have agreed on the following:

### Distribution

#### Appointment

Pursuant to the terms and conditions set out herein, Alkan hereby appoints the Distributor as its exporter distributor and importer to undertake the business of sale, distribution and promotion of the products listed in Annex (1) enclosed herewith (herein referred to as the "**Products**") throughout the geographical region of (\*) (hereinafter referred to as the "**Territory**").

#### Acceptance

Distributor accepts the aforementioned appointment and agrees to the terms and conditions stipulated herein. Furthermore Distributor undertakes to exert his utmost efforts to promote the sale and distribution of the Products within the Territory. It is understood that this Agreement is of a personal nature and that the Distributor shall undertake its obligations in person and not through a subsidiary or any other party.

### The term of this Agreement:

This Agreement shall be effective for one calendar year starting the date of the signature hereof. This term shall be automatically renewable for other similar one year periods unless either Party serves a notice at least 30 days before expiration the other party expressing its desire not to renew the Agreement prior to the expiry of the term hereof or any of the renewed terms.

### The obligations of Distributor

The parties to this Agreement agree Distributor commits to, and shall undertake the following:

Distributor should be at all times officially registered and licensed to act as and to perform the duties of an agent, importer and distributor of pharmaceutical drugs and medicinal products pursuant to the stipulations, regulations, and laws of the Territory. Alkan shall not bear any responsibility arising from the breach by Distributor of the foregoing. Distributor shall also abide continuously by all the stipulations, laws and regulations of the Territory.

Distributor shall present an annual purchase plan to \_\_\_\_\_ in September of each year to be discussed and agreed upon in writing. This plan and any subsequent plan presented from time to time throughout the term of this Agreement shall be referred to as the "**Purchase Plan**".

Distributor undertakes to exert his best efforts at all times to promote, sell and to increase the Products sales in the Territory and to increase the market share of the Products in the Territory as much as possible

Distributor shall purchase from \_\_\_\_\_ the Products as per the Purchase Plan agreed on in writing. The

purchases shall be calculated on the basis of the total value of all the Products shipped during the calendar year. In all events the Distributor shall undertake to increase the in-market sales of each Product in the -( Territory by at least 15% annually.

Distributor shall respect the rules and regulations issued by ..... regarding the use of its logo and its trademark on the Products and shall exert his best effort to protect such trademarks and logos.

Distributor shall notify Alkan immediately whenever he learns of any of the following to have occurred in the Territory: A claim against ..... for the infringement of the trademark or trade name of any other parties; or a claim of infringement of the logo or trademark or any of the trade names of Alkan; or of any liability claims regarding the Products; or any other events that may have a negative effect on the sale of the Products in the Territory.

Distributor shall provide Alkan with the assistance required to enable Alkan to defend itself against any claims or potential claims against ....., or in any lawsuits filed by .....against other parties regarding the claims and lawsuits as set out in Article 3.5 or related to the sale or use of the Products in the Territory.

Distributor may not search for clients for the Products outside the Territory. He shall also refrain from establishing any branch or maintaining any set-up for the distribution of the Products outside the Territory, unless previously licensed by ..... in writing.

Distributor exert its best effort to verify that none of its clients will sell the Products outside the Territory.

Distributor shall only sell the Products in the original packs supplied by .....

Distributor shall not introduce any change whatsoever to the Products or their original packaging. Alkan shall not bear any responsibility whatsoever arising from the Distributor's breach of the foregoing.

Distributor shall not give any purchaser, user, any other person, any claim, guarantee or undertaking to the contrary of the information set out in the medical brochures and/or product inserts issued by Alkan and shall not give any instructions regarding the use or storage thereof save for what has already been agreed on in writing by .....

Distributor shall undertake the task of scientific and medical promotion of the Products through its personnel provided they are chosen in agreement with .....and Distributor shall bear all the expenses of such activities.

When promoting the Products and in all promotional aids and all the relevant printed materials bearing the names of the Products and/or illustrations of the packaging materials, Distributor shall undertake the following:

- a) use, at all times, the trade names of the Products and the logo of ..... in their proper form, shape and color as trademarks of the Products. Distributor acknowledges and will make sure that the trade names and the logo are trademarks registered in favor of .....
- b) indicate that the trademarks and trade names are registered and refrain from using these trademarks, trade names or logos or any phrase(s) or symbol(s) similar thereto in conjunction with other products or activities; and
- c) produce the needed printed materials, promotional aids and any advertisement only after obtaining a prior written approval from Alkan on the design, materials and content of the printed matters.

Distributor shall indemnify and hold Alkan harmless against all losses, damages, liabilities, costs and expenses arising from the activities of the Distributor inside or outside the Territory or related thereto either directly or indirectly and those arising from the use of the Products whenever the damage of the Products is attributed to improper storage or to the method of handling of the Product by the Distributor or his clients.

Distributor shall maintain the confidentiality of all trade secrets, technical know how, clients lists and the financial and pricing information of Alkan, both during the term of this Agreement and after the expiry or upon the termination thereof at any time. This confidentiality shall stay in-force until the said information is known to the public, unless this public knowledge is the result of an act or a default on the part of Distributor.

Distributor shall present to ..... monthly reports on the sales volume, stocks, marketing activity and the most current information regarding the sale prices of the Products (including information on the sales volume and prices of other competing products) within the Territory. Distributor shall as well include in the report any feedback or comments from physicians and pharmacists, in addition to the number of visits rendered by the medical representatives, the quantity of samples distributed, and the balances at the warehouses; all on the forms to be agreed upon.

Distributor shall also provide Alkan regularly with reports on the state of the pharmaceutical market in the Territory and on any developments that might occur. Distributor shall advise Alkan on any changes that might be introduced to the laws, regulations, and the policies regulating the process of the registration, pricing, importation and handling of pharmaceutical drugs in the Territory.

Alkan or its representatives may at any time during the regular business hours inspect the premises and operations of Distributor to verify Products sales, inventory registers, visits register, samples stocks, promotional activities and other marketing expenses.

Distributor shall provide and use a licensed warehouse satisfying all the conditions, regulations, and laws of the Territory as well as the storage conditions prescribed by ..... Distributor shall also ensure that the Products be stored in the aforementioned main warehouse. Distributor shall also make available a sufficient number of air to be used in the process of transportation and distribution of the Products.

Distributor shall observe the expiry date of the Products and shall sell and distribute them following the FEFO system (First Expiry First Out). On the other hand, as Distributor shall be responsible for specifying its needs of each Product. as per its sale plan, which is based on market needs, and as Distributor shall undertake the responsibility of scientific and medical promotion, therefore Alkan shall not be liable, in any case whatsoever, for replacing nor for covering the value of any quantity of the Products expired or not sold for any reason.

Distributor shall register and price the Products in the name of Alkan at the relevant authorities in the Territory, as required for the legal distribution thereof in the Territory. Distributor shall undertake the foregoing at its own expense and through the registration officer that Distributor appoints and pays.

Distributor undertakes to sell to the hospitals, sub-distributors, drugstores and pharmacies in the Territory according to the prices provided thereto by Alkan for Products freely priced in the Territory, and according to the official prices issued by the Ministry of Health in the Territory for tarrified Products after adding the agreed upon and legally allowed margins pursuant to Annex Distributor may not sell at prices exceeding such rates.

It is expressly agreed that each of the provisions of Article (3) represents a continuous independent undertaking effective throughout the term of this Agreement. It is also agreed that any breach by Distributor of any of the provisions of Article (3) constitutes a good reason for the immediate termination of this

Agreement by Alkan without any remedy to Distributor

**Alkan 's obligations**

Alkan shall, throughout the term of this Agreement, undertake the following:

Alkan shall send its representative to train the Distributor's team on Products knowledge, provided L bears the accommodation expenses including the expenses of overnight stays and meals in the Territory. Alkan shall bear the expenses of the travel fare and person of its personnel during their residence in the Territory throughout the training period.

The purchase orders and/or Purchase Plan provided by Distributor shall be accepted, rejected or returned for amendment within two weeks as from the date of receiving such orders. Alkan will set the delivery dates for the orders and will ship the Products as required.

Alkan shall exert its best efforts throughout the term of this Agreement to sell to Distributor all the latter's needs of Products, however Alkan is not obligated in any case whatsoever to supply Distributor at any time with Products in excess of the quantities agreed to in the Purchase Plan.

Alkan shall serve Distributor, at least sixty-days in advance notices regarding new products introductions or Products which are no longer produced. The Parties shall take the necessary arrangements needed in case of binding sales commitments on the Distributor for discontinued Products.

Alkan shall make available all the files and registration samples necessary for the registration of the Products in the Territory. All registration-related documents and certificates shall be stamped and certified by all relevant governmental bodies at the required time and as per the registration requirements in force in the Territory.

In case Alkan delays the delivery of any order, it shall give the reasons for this delay. If such delay reoccurs, Distributor shall be entitled to either accept or reject the order.

In case an problems arise in relation to any Product that eventually result in the final withdrawal of this Product from the market, and provided these problems are not caused by the improper storage or handling thereof in the Territory, Alkan shall compensate Distributor for the value of the goods withdrawn and/or existing / in the warehouses of Distributor, excluding any goods delivered free of charge, calculated on CIF basis less any commissions or deductions applied thereon.

**Bids and Tenders:**

Distributor shall send Alkan a copy of all the local and international tenders issued in the Territory. Distributor shall also advise Alkan on the terms of the tender within one week at most as from the dpte of the announcement thereof. Distributor shall provide Alkan with all the results of the previous tenders as regards to the prices, packages and producers.

Distributor undertakes to take all the necessary procedures to follow up the tender being bid for by Alkan from the time of offering it until the award process is finalized in order to ensure that Alkan is awarded the largest possible quantity of the items offered.

Regarding local tenders, Distributor undertakes to notify Alkan immediately upon the completion of the award process of the Products awarded and: the quantities thereof to enable Alkan to ship the order to Distributor. Prices and quantities offered in the local tenders, should be agreed upon in writing with Alkan. Distributor shall in turn deliver the goods to the client at the time specified in the tender, otherwise Distributor shall be held responsible and liable for the damages and fines resulting accordingly. Distributor shall also take the necessary procedures to issue an irrevocable documentary letter of credit confirmed by a first class international bank in favour of Alkan in the amount of the awarded Products and as per the

provision of Article (7), unless the terms of the tender provide otherwise, provided Alkan receives the documentary letter of credit at least four months prior to the expiry of the supply period set out in the tender.

Alkan undertakes to abide by the specifications of the awarded items in the tenders and to supply them on the times specified as per the terms of the tender accepted thereby. Alkan also undertakes to ship the goods to the destination port agreed on with the Distributor. In case Alkan breaches the terms of the tender, Alkan shall bear all the fines and liability arising from such breach, provided, however that Alkan has received the documentary credit within the maximum time limit set out in Article 5.3.

Distributor undertakes to issue the bid bonds and perfo bonds necessary for the local tenders. Distributor also undertakes to issue the aforementioned letters of credit in the value of the goods awarded to Alkan; and to handle all the customs clearance and import procedures and pay all the duties, and to transport the Products' shipments to the stores of the client, unless otherwise is provided for by the terms of the tender, immediately upon receiving the shipment and the shipping documents. In case of delay on the part of Distributor, whether in issuing the necessary performance bonds or the documentary letters of credit or in clearing the goods shipped by Alkan or any delay in delivering the same to the client, Distributor shall bear all the delay fines imposed by the client.

Alkan shall issue the bid bonds necessary for international tenders requiring direct supply from the manufacturer to the client. Alkan shall also take all the necessary steps to supply the awarded goods in the quantities and at the times set out in the tender, provided a confirmed irrevocable documentary letter of credit is issued and confirmed by a first class international bank in favour of Alkan in the value of the awarded goods and as per the provision of Article (7), however Alkan's responsibility ceases upon shipping the Products within the specified dates.

#### **Prices — Commissions:**

Products will be sold to Distributor based on CIF prices according to the official tariffication of the Ministry of Health in the Territory for Products priced by the Ministry of Health and according to Alkan's selling prices for the freely priced Products in the Territory. In case of any changes in prices, purchase orders and invoices will be calculated on basis of the price prevailing when the purchase order is accepted

Alkan will grant Distributor a commission of 10% (ten percent) of the value of its purchases of the Products for private market calculated on the basis of the FOB prices of these Products whether the products are pharmaceuticals, medical, natural, or herbal preparations and the commission to cover all distribution and sales expenses.

In case of governmental tenders, official bids and direct purchases in the Territory, ..... shall grant Distributor a commission of 5% of the FOB value of the supply orders issued thereto to supply directly from ..... to the client. This commission shall be due one month after the completion of payment of the value of the Products supplied.

In all cases Distributor's rights arising from this Agreement are limited exclusively to the aforementioned commission and the local profit margin realized by it. Distributor may not claim from Alkan or have any recourse thereon regarding any other claims under any name or nature. It is understood that the said commissions are to cover all marketing, promotion, sales and distribution expenses.

#### **Payment**

Except for international tenders and unless ..... agrees otherwise in writing, the purchases of the Products of ..... undertaken under this Agreement shall be paid for in US dollars by virtue of a confirmed unconditional irrevocable letter of credit issued by a first class bank and confirmed by an international bank. Payment shall be made at site on the date of shipment. The letter of credit needs to reach Alkan at least three months prior to the required date of shipment. The ownership of the products

shall be transferred to the Distributor at the point of shipment together with the risks of theft and damage. Distributor shall bear all the shipping and insurance expenses as well as all import taxes, duties and fees, as well as all, sales or value added taxes, etc. imposed by the local authorities in the Territory.

**Limits of jurisdiction:**

Distributor shall act independently of ..... without having any legal authority or capacity (explicitly or implicitly) to act in the name of ..... or to charge it with any obligation or commitment in any way whatsoever or for any purpose whatsoever.

Any sale of the Products performed by the Distributor shall be effected in its own name and for its own account. It is understood that Distributor is an independent body that re-sells the Products bought from .....

Distributor shall refrain from offering any quotations or writing any letters in the name of Alkan or on its behalf.

The Parties agree that nothing in this Agreement constitutes the appointment of the Distributor to be the agent of Alkan nor the establishment of a partnership or joint venture between both Parties.

**The damage of the Products:**

Both Parties agreed that in case of any damage or defect in the Products or in the effectiveness of any Product or any production batch thereof, the following procedures shall be taken:

Distributor shall send to ..... sufficient samples of the Product batch where the defect or damage occurred, to analyze it and notify the Distributor of the inspection and analysis result within a period of two months at most as from the date of receipt of the samples.

If it is proven to Alkan that the Products or the production batch is not fit, Distributor shall, upon the request of Alkan, withdraw the quantities found in the market and detain them in its stores. .... shall prepare a list of the batches to be destroyed in the presence of its representative, and an official report is to be made in this regard certified by the local health authorities in the Territory. The report must include the name of the Product, the batch number, the quantity and the type of defect, provided that Distributor provides ..... at his expense with a copy of the minutes. Alkan shall send its representative to attend the process of withdrawing and counting the Products and shall prepare a statement thereof at its own expense. In case ..... does not send its representative within 2 (two) months from receiving a written notice, the statement and the officially certified report presented by Distributor shall be deemed effective without any objection on the part of .....

If it is proven to Alkan that the production batch is defective due to a fault arising from manufacturing or packaging, Alkan shall compensate Distributor for the CIF value of the Products, excluding the value of any free goods, in addition to the destruction expenses less any commissions or deductions granted thereon plus the sample dispatch expenses. This value shall be deducted from .....s dues with the Distributor, If the defects or damage is attributed to bad storage or handling on the part of the Distributor or the clients in the Territory, then ..... shall not be held liable.

**Observing legal systems:**

It is understood that the sale and shipment of the Products is subject to the laws and regulations of exportation and re-exportation and the other laws and regulations of the ..... and the Territory and in the administrative departments therein and their affiliates. Distributor agrees that it will not, whether directly or indirectly, perform any work or matter that is deemed on the part of Distributor or ..... a breach of any of the laws or regulations in force. Distributor shall also not fail, whether directly or indirectly, to undertake any work that constitutes an act of reluctance (delay) on the part of Distributor or ..... in observing any of these laws or regulations. .... shall not be held liable for any breach of the regulations and laws in force in the Territory related to the import, sale and distribution of the Products.



**Force majeure:**

Alkan shall not be responsible for any loss or damage or withholding or delay arising from any reason beyond its control or arising due to its intention or arising from other matters including but not limited to fire, flood, strike, closure, rise of a civil or military authority or sedition or riots or war or maritime siege, etc. The delivery dates shall extend within the limits of the days of delay arising from the foregoing circumstances or similar circumstances. If for any of the foregoing reasons ..... is not able to meet the order of its products totally, ..... may distribute the provisions existing therewith between itself and its distributors and clients (including those with whom no contracts are concluded) in a reasonable and equitable way as deemed appropriate thereby. Regarding any delivery process suspended or delayed due to any of the foregoing circumstances, they may be canceled before shipping by either Party without any responsibility thereon. This Agreement shall remain, except for the foregoing, unchanged. Receipt of the Products shall be deemed a waiver of all claims regarding the delay. Alkan shall exert reasonable efforts to observe the shipment timetables. However ..... shall not be liable in any way whatsoever for the damages resulting from the delay in delivery in any of the aforementioned cases.

**Transfer:**

This Agreement is binding on the Parties hereto and their subsidiaries. Nevertheless Distributor may not assign or transfer any of its obligations and commitments arising herefrom in whole or in part, directly or indirectly whether in operation of law or otherwise. In case of any assignment of the kind or transfer of Distributor's obligations or in case of any actions by Distributor which might affect its ability to meet its obligation or commitments, ..... may terminate this Agreement immediately without bearing any liability towards Distributor and with no recourse.

..... entered into this Agreement on the basis of Distributor's current organization and setup and its method of managing its business, and on the basis of its obligations and commitments as set out in Article (3). In case of any material change in the ownership of Distributor or its control over its business, Alkan may terminate this Agreement immediately without bearing any liabilities that might arise as a result. Distributor must take the initiative and notify ..... of 7 any changes or developments that might affect Distributor's ability to fulfill and meet its obligations under this Agreement, or any material changes that might affect Distributor's ownership or management control.

**Trade names and trademarks:**

The ownership of any trade name or trademark used by ..... including, but limited to, logos, special phrases, Slogans, the trade names of the Products or any mixture thereof, shall remain secured for ..... exclusively. Distributor shall refrain throughout the term of this Agreement and after the termination or expiry thereof from:

appealing against the correctness of any trade names or trademarks of ..... or the ownership thereof (including the logo) or any application filed for the registration thereof anywhere; and

dispute the rights of Distributor hereunder, which are only the rights of a distributor arising from the distribution agreement which terminate with the termination of this Agreement. Distributor further agrees to refrain from any acts that might constitute an infringement of these trade names, trademarks or logos.

**Registration, pricing and technical information:**

The rights to registration and pricing of the Products and the ownership of the technical information obtained by Distributor shall remain owned by ..... and shall remain secured for ..... even after this Agreement is terminated or not renewed. It is agreed that Distributor shall not be entitled to any rights therein. As far as possible, Distributor shall ensure and commits to register, file and issue marketing authorizations for the Products in the name of Alkan. If the laws and regulations of the Territory provide that any registration, certification or licensing is made in the name of the Distributor, such registration, certification or licence shall be held in trust by the Distributor for the exclusive use and benefit of .....

Distributor shall pay the fees for registration, specifications and licenses for the Products that are payable in the territory.

**Changes, amendments and assignments:**

It is impermissible to change or amend any of the provisions of this Agreement or assign it unless by virtue of a written instrument signed by both Parties hereto.

**Notices:**

No notices or consents or approvals issued in execution of the provisions hereof shall be valid unless delivered by hand to the other party against its signature acknowledging receipt or by registered mail accompanied by acknowledgement of receipt or by fax confirmed by a registered mail accompanied by acknowledgement of receipt, to be sent to the address of the other party as set out hereinabove or to any other address that the addressee might have notified the addressor of as per the foregoing.

**Arbitration:**

Any dispute or disagreement that might arise from or in relation to the execution or interpretation of this Agreement shall be finally settled through arbitration as per the rules of .....Regional Centre for International Commercial Arbitration by a tribunal made up of three arbitrators to be appointed as per the aforementioned rules. The arbitration sessions shall be held in ..... All arbitration procedures shall be conducted in English. The arbitral award shall be final, uncontestable and binding on both parties.

**The Governing Law:**

This Agreement shall be governed by the provisions of the ..... law exclusively.

**Termination:**

Further to the provisions set out hereinabove, ..... may terminate this Agreement immediately by virtue of a notice to be addressed to the Distributor in any of the following cases:

Insolvency or bankruptcy of the Distributor or the cancellation of the license issued for the Distributor from the competent 'authority in the Territory regarding vesting it with the right of agency, importation, distribution, promotion, or sale of medicines.

Liquidation or re-structuring or dissolution or bankruptcy or conciliation in bankruptcy or any similar procedures that might occur to the Distributor.

Termination and liquidation by the Distributor of all its business or a substantial part thereof.

Notification of the Distributor of its breach of any of the provisions hereof and the Distributor's non-remediating such breach within thirty days as from the date of its being notified thereof by Alkan.

If the Distributor fails to undertake the following:

Registration of ..... as a pharmaceutical manufacturer, with the concerned Health Authorities in the Territory, within 6 months as from the date of its being V provided with the necessary documents.

Registration of the Products, classified as ethical medicines, at the Ministry of Health in the Territory within 9 months as from the date of providing Distributor with the necessary documents.

Registration of the Products classified as OTC (over the counter) or natural or herbal products with the Ministry of Health in the Territory within 6 months as from the date of providing Distributor with the necessary documents.



If the Distributor fails to issue a purchase order to ..... for each product in an amount no less than \$..... ) lapse of three months as from the date of registration and pricing of the product without prejudice to the fact that the purchase order is not in effect unless it is accompanied with issuing a letter of credit under the aforementioned conditions set out in article (7).

If Alkan or any of its affiliates establishes a pharmaceutical plant or invests in a pharmaceutical plant in the Territory or launches any Products manufactured in the Territory by any method

The termination or non-renewal of this Agreement for any reason whatsoever shall not entitle Distributor to any claims or compensation from ....., and Distributor shall in this case immediately stop dealing as the distributor of c9 ..... Distributor shall not, in this case, take any other procedures or undertake b, any other responsibility regarding ..... or the Products including without c limitation sales and/or using the trademarks and logos set out herein before. The termination of this Agreement shall not affect the satisfaction by either Party of its ' obligations arising on a date preceding the termination hereof vis-à-vis the other Party.

Distributor acknowledges his waiver and forfeit to any claims arising from the termination or non-renewal of this Agreement including damages and compensation for the termination or non-renewal or any damage arising therefrom. Distributor also acknowledges that his rights under this Agreement are reasonable and sufficient in case this Agreement is terminated or not renewed. The Distributor also undertakes to indemnify and hold ..... harmless against any claims directed thereto by the employees or the subsidiaries of Distributor.

In case of the termination or non-renewal of this Agreement, Distributor undertakes and commits to transfer the registration and all the licenses and marketing authorizations of the Products issued by the local authorities, and to transfer the commercial registration of this Agreement to Alkan or any party appointed or assigned by ..... Distributor warrants that such procedures shall be taken and completed immediately upon ..... request. Distributor shall be entitled to amounts or Such transfers at trade authorities, Ministry of Health i or official entity in the Territory shall be completed within no more than 15 days from the date of termination or non-renewal even if the subject of termination or non-renewal is being held or disputed in arbitration.

**Invalidity or Waiver of certain provisions:**

Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party or parties waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. The failure or reluctance of either party in any one or more instances to insist upon strict performance of any of the terms, conditions or remedies of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby,

such provision will be fully severable;

this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof;

the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the

illegal, invalid or unenforceable provision or by its severance herefrom; and

in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

**Exclusive Agreement**

This Agreement constitutes the full and exclusive agreement and understanding between both Parties. All other agreements and correspondence preceding this Agreement shall be null and void whether the same have been concluded orally or in writing. Any provision or condition or understanding or agreement aiming to amend this instrument or assign the same shall only be binding if agreed on by both Parties in writing.

**Headings**

The article headings and sub-headings of this Agreement are for convenience and they do not constitute part of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto executed this Agreement on the day and year first hereinabove written: