



Tuesday, 07 March 2017

To whom it may concern,

We hereby confirm that

Arikeh Sanat Isatis Co

: unit 5 ,No 6,Golazin BL,

Africa St,Tehran ,Iran

Are authorised by Atex Global Limited as our sole agent of all mentioned products.

SOLE AGENT AGREEMENT

THIS AGREEMENT is made this __7th__ day of March, 2017, by and between _ Atex Global Limited
, with its principal place of business located in United Kingdom_ [7 Queens Close, Freshwater, Isle of
wight] and _____ [Arikeh Sanat Isatis Co], _____ [: unit 5 ,No 6,Golazin BL,
Africa St,Tehran ,Iran] _____ (the "Agent").

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto,
it is agreed as follows:

ARTICLE I APPOINTMENT OF AGENT

7 queens close, Freshwater, isle of wight, PO40 9EU
Tel: +44 (0) 800 756 5305
E-Mail: Sales@atexglobal.com
Website: www.atexglobal.com

1. Agents Right. The Company hereby appoints and grants Agent the exclusive and non-assignable right to sell the equipment of the Company listed on the website but not limited to. The Agents right shall be limited to customers who have places of business in, and will initially use the Company's products in the geographic area.

2. Prices. All prices stated are FOB the Company's offices in _____ [7 Queens Close, Freshwater, Isle of wight]. Prices do not include transportation costs which shall be borne by Agent. Prices do not include federal, state or local taxes applicable to the products sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes. Agent shall pay such amount to the Company unless Agent provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Terms. Terms are Payment with order 50% in advance and 50% prior to shipment readiness. The Company reserves the right to revoke any terms extended at the Company's sole discretion. Agent agrees to pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within thirty (30) days of the invoice date will have one and one half percent (1-1/2%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment.

4. Title to Equipment. The Company hereby reserves a purchase money security interest in each unit of Equipment sold or to be sold under this Agreement and in the proceeds thereof, if Agent shall have sold or leased a unit(s) to another party prior to Agent paying Company the purchase price for such Unit as set forth herein, in the amount of such unit's purchase price. These interests will be satisfied by payment in full. A copy of this Agreement may be filed with the appropriate authorities at any time after the signature by the Company as a financing statement in order to perfect the Company's security interest. On the request of the Company, Agent shall execute financing statement(s) and other instruments the Company shall desire to perfect a security interest in the Equipment for its purchase price. Title to the Equipment shall pass to Agent upon receipt by the Company of payment in full for all amounts due for such units of Equipment.

5. Competitive Equipment. Agent agrees not to represent or sell other products which are deemed to be competitive with the Company's Equipment unless agreed to by the Company by written notice.

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ARTICLE II MARKETING AND SUPPORT

1. Sales. Agent shall use its best efforts to promote the sale and distribution of the Equipment and to provide adequate support, which efforts shall include the following:

(a) Establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of Equipment;

(b) Provide an adequate, trained sales and technical staff to promote the sale and support of the Equipment;

(c) Undertake promotional campaigns and canvas prospective users to stimulate the sales of Equipment;

(d) Provide Company with forecasts every month of its probability requirements for the next six months for Equipment and accessories, such forecasts to be in such manner and on forms to be specified by Company and agreed to by Agent.

2. Training. Company shall furnish training of Agent's sales and technical representatives at various times and locations as shall be designated for this purpose by Company. Enrollment in training courses shall be limited to a reasonable number of persons who shall be sufficiently qualified to take the courses. Agent shall pay the salaries and all travel and lodging expenses and subsistence of its representatives.

ARTICLE III DELIVERY

1. Purchase Orders. Agent shall order Equipment by written notice to Company. Each order shall specify the number of units to be shipped, the type of units to be shipped (as identified by Company model number designations indicated in the Price List) including all optional features, the

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desired method of shipment and the installation site. Company shall indicate its acceptance of such release by returning a signed copy to Agent. Company agrees to ship units to Agent as close as possible to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing. Company shall not be required to honour any release which: (a) specifies a shipping date earlier than Company's then current delivery schedule for the date such release is received by Company and/or (b) specifies a quantity to be delivered in any one month within the current delivery schedule which is greater than one hundred percent (100%) of the total quantity shipped in the preceding sixty (60) day period.

2. Equipment Acceptance. The criterion for acceptance of Company Equipment by Agent shall be the successful operation of the Equipment using Company's standard test procedures and diagnostic test programs applicable to the Equipment involved.

3. Shipment. All shipments of Equipment shall be made FOB Company's plant and liability for loss or damage in transit, or thereafter, shall pass to Agent upon Company's delivery of Equipment to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Company of all necessary ordering information from Agent. Agent shall bear all costs of transportation and insurance and will promptly reimburse Company if Company prepays or otherwise pays for such expenses. Company shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Agent, or otherwise arisen out of causes beyond the control of the Company. Nor shall the Company at any time be liable for any incidental, special or consequential damages.

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5. **Cancellation.** Agent may, at any time prior to the scheduled date of shipment, cancel any or all Equipment on order upon giving timely written notice and upon payment of the following cancellation charges for each unit cancelled. The cancellation charges, intended as liquidated damages and not penalties, are as follows:

Number of Days Prior to Scheduled Date of Shipment that Notice of Cancellation is Received by Company:	Cancellation Charges Expressed as a Percentage of Purchase Price:
0-5 days	25%
5-15 days	20%
16-30 days	15%
31 days or more	10%

ARTICLE IV PROPRIETARY RIGHTS

1. **Use of Company Name.** Company expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to Company, except as specified in this Agreement or as expressly authorized by Company in writing. All advertising and other promotional material will be submitted to Company at least two weeks in advance and will only be used if Company consents thereto, which consent shall not be unreasonably withheld. Company hereby authorizes and requires Agent's use of the Company's insignia or lettering which will be on the products at the time of the delivery. Company hereby authorizes the Agent's use of the legend set forth below. The Company shall submit to the Agent

in writing full particulars prior to any use of the authorized legends, on stationery, invoices, promotion material or otherwise, and shall not proceed with such use unless and until the Company's written approval shall have been received.

Authorized legend shall be the following:

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Arikeh Sanat Isatis Co

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If the authorized legend is used on any stationery, invoices, promotion material or otherwise by Agent, Agent will, on termination of this Agreement, or upon request of Company, discontinue the use of such legend on any stationery, invoices, promotion material or otherwise and thereafter will not use, either directly or indirectly in connection with its business, such legend or any other names, titles or expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public.

2. Patent Indemnity. Company agrees, at its own expense, to indemnify, defend and hold harmless each Agent and its customers from and against every expense, damage, cost and loss (including attorneys' fees incurred) and to satisfy all judgments and decrees resulting from a claim, suit or proceeding insofar as it is based upon an allegation that the Equipment or any part thereof furnished by Company or any process which is practiced in the customary use of the Equipment is or has been infringing upon any patent, copyright or proprietary right, if Company is notified promptly of such claim in writing and given authority, and full and proper information and assistance (at Company's expense) for the defense of same. In case the Equipment, or any part thereof, in such suit is held to constitute an infringement and the use of said Equipment or part is enjoined, Company shall, in its sole discretion and at its own expense, either procure for the indemnitee the right to continue using said Equipment or part or replace or modify the same with non-performance or capacity or affect its compatibility with the hardware or firmware comprising the Equipment or the software utilized thereon.

3. Drawings and Data. The Company normally supplies all necessary data for the proper installation, test, operation and maintenance of its Equipment. Portions of this data are proprietary in nature and will be so marked. The Agent agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by the Company as a result of the improper or unauthorized use of such data. The Company retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any Equipment specified in the contract and to all discoveries inventions, patent rights, etc., arising out of work done in connection with the contract and to any and all Equipment developed as a result thereof, including the sole right to manufacture any and all such products. The Agent shall not contact the Company's suppliers, or any other person, for the purpose of manufacture.

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4. Title to Products and Documentation Package. Agent acknowledges that the Equipment and documentation listed in Schedule 1 are the property of the manufacturer, and that the products are being made available to Agent in confidence and solely on the basis of its confidential relationship to Company, Agent agrees not to print, copy, provide or otherwise make available, in whole or in part, any portion of an original or modified Equipment Documentation Package or related materials.

ARTICLE V WARRANTY

1. Equipment Warranty. Company warrants that Agent shall acquire Equipment purchased hereunder free and clear of all liens and encumbrances except for Company's purchase money security interest defined in Articles I, 4, above. Company further warrants all Equipment to be free from defects in material or workmanship under normal use and service for a period mentioned by the manufacturer from the date of delivery. All repairs covered by this warranty must be done at Company's factory, or other such warranty repair facilities of Company as designated by Company unless Company specifically directs that this service be performed at another location. Any defect corrected within ninety (90) days and found to be within this scope of the warranty will be repaired by Company and all charges for labor and material, will be borne by Company. If it is determined that either no fault exists in Company, or the damage to be repaired was caused by negligence of Agent, its agents, employees or customers, Agent agrees to pay all charges associated with each such repair. THIS CONSTITUTES THE SOLE WARRANTY MADE BY COMPANY EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND AGENT'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS.

2. Misuse of Equipment. Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, the warranty is void if, at any time, Agent attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Agent creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERES THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS

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PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE EQUIPMENT.

ARTICLE VI SPARES

1. **Availability.** Spares, as used herein, shall be defined as Company's standard subassemblies and parts used to fabricate and/or repair the Equipment manufactured by the Company. Company shall make spares for purchase by Agent for a period of not less than five (5) years after shipment of the last unit to Agent hereunder. Such spares will be available to Agent at prices, terms and conditions in effect at the time such spares are purchased. No provision in this Paragraph, or in any other part of this Agreement, shall relieve Agent of Agent's responsibility to stock spares. Agent is expected to maintain an adequate inventory of spares to support the Equipment purchased hereunder.

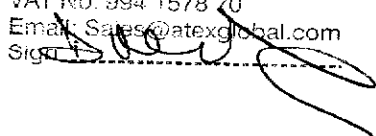
Yours sincerely



David Alldridge

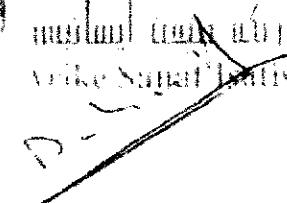
For and on behalf of

ATEX Global Limited.

Atex Global Ltd
Company No: 07091502
VAT No. 994 1578 70
Email: Sales@atexglobal.com
Signature: 



مستند رسمی
از طرف
شرکت اریکه سادات ایتیس



Approved By :Mahmood Dabiri
From Arikeh Sandat Isatis
2017.03.11

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