

LIMITED DISTRIBUTION AGREEMENT

This Agreement is made on this day [___] of [_____] in the year [_____].

PARTIES

[Color 'n' Code, Sàrl] whose registered office is at
[Geneva, Switzerland] (The "Manufacturer")

[_____] whose registered office is at
[_____] (The "Distributor").

RECITAL

Manufacturer grants Distributor the right to bundle the Product with its own line of products for distribution in the Territory.

TERMS AGREED

Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Products" means	[ColorWizzard / 3DxWizzard]
"Trade Marks" means	[ColorWizzard / 3DxWizzard]
"Domain of Activity" means	[_____]
"Territory" means	[_____]

Appointment

Manufacturer grants and Distributor accepts the right to bundle the Product with its own line of products for distribution in the Territory.

The Distributor shall:

- Have the right to describe itself as a "Manufacturer's Authorized Reseller" for the Product in the Domain of Activity.
- NOT hold itself as a "Manufacturer's Agent" or as being entitled to bind the Manufacturer in any way.
- Only obtain the Product from the Manufacturer.
- NOT be interested, directly or indirectly in the manufacture or distribution of any goods that compete with the Product.

Supply

The Manufacturer shall:

- Use its best endeavors to supply the Product to the Distributor.

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- NOT be under any obligation to continue the manufacture of all or any of the Products.
- Be entitled to make alterations to the specification of the Product as it may think fit.
- Be responsible for obtaining any export licenses, certificates of origin or other governmental approval required to export the Products from [USA].
- Supply the Distributor with up to date copies of Products prices.

The Distributor shall be responsible:

- For complying with all labeling, marketing and other applicable legal requirements in the Territory.
- For obtaining any necessary import licenses or other requisite documents.
- For paying all applicable custom charges, duties and taxes in respect of the importation of the Products into the Territory and their resale in the Territory.

All prices for the products are exclusive of any applicable value added or any other sales tax, for which the Distributor shall be additionally liable.

Marketing

The Distributor shall:

- Promote the sales of the Products.
- Be entitled to promote and market the Products as it may think fit.

Support

The Manufacturer shall:

- Provide email technical support.
- Provide maintenance release on a regular basis.

Trade Marks and other Intellectual Properties

The Manufacturer hereby authorizes:

- The Distributor to use the Trade Marks in relation with the Products for the only purposes of exercising its rights and performing its obligations.

The Distributor shall:

- NOT make any modifications to the Products or their packaging.
- NOT alter, remove or tamper with any Trade Marks, numbers, or other means of identification used by the Products.
- Shall take all such steps reasonably required to assist validity and enforceability of the IP.

Confidentiality

Each party:

- Acknowledges that in the course of performing its obligations hereunder it will receive information, which is confidential and proprietary to the other.

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- Agrees NOT to use such information except in performance of this Agreement and NOT to disclose such information to third parties except in the normal course of business in its performance of this Agreement under an appropriate non-disclosure agreement with such third party. Such confidential and proprietary information includes, without limitations, any information which is stamped or marked as confidential if it is or hereafter enters into the public domain by a source other than the recipient or is acquired by the recipient from an independent source.
- Understands this obligation shall survive the expiry or termination of this agreement and shall subsist for so long as the information remains confidential.

Warranties and Liability

The Manufacturer shall warrant to the Distributor that:

- All Products supplied will be of merchantable quality.
- All Products will comply with any specification agreed for them.

Force Majeure

In the event of Force Majeure:

- The time for performance or care will be extended for a period equal to the duration of the event of Force Majeure.
- Continuing for a period in excess of 6 months the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

Duration and Termination

This Agreement shall come into force on the date hereof and until terminated by either party giving to the other not less than [2] months' written notice.

General Provision

This Agreement:

- Stipulates that nothing shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- Contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties (whether written or oral) with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representatives.
- Specifies that each party acknowledges, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided therein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

Jurisdictions and Proper Law

This agreement shall be governed by and construed in accordance with the laws of Switzerland and each party hereby submits to the non-exclusive jurisdiction of Switzerland for the purposes of resolving any dispute and /or enforcing any claim arising hereunder.

Notice and Services

Any notice hereunder shall be in writing and served by personal service or post at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by post shall be by facsimile or by certified or registered post and shall be deemed effective upon actual receipt.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE PRESENT AGREEMENT TO BE DULY EXECUTED.

[_____]

For and on behalf of

[Color 'n' Code Sarl]

Name [Jean-Pierre Huber]

Title [Managing Director]

Date [_____]

[_____]

For and on behalf of

[_____]

Name [_____]

Title [_____]

Date [_____]