



Egypt Mineral Ores [E.M.O.]

Mineral processing, Egypt.

Distributor agreement

Parties:

Seller / Manufacturer / Consumer / Distributor

Here it is called "customer".

And the

Egyptian Mineral Ores (E.M.O.) 46 Moharram Bey St., Alexandria, Egypt

Here it is called "supplier"

1. Object of Agreement

The customer owns a factory and consumes xxxxx. The quantity consumed of various types of goods per year is minimum xxxx. The supplier accompanies and supports this project from the start so that the required mineral ores are supplied smoothly.

The customer needs to purchase these different types of mineral ore products. Supplier has very good reputation all over the world in this market as raw material trader. Through his global contacts / network and direct / active marketing, he will sell all available products to the customer at the best real global market prices possible.

The supplier will obtain exclusivity (without any exceptions) from the customer for the entire supply for a year, renewing the agreement annually with the consent of both parties.

The supplier guarantees that he supplies clients all over the world with different types of mineral ores products required from the customer, which have been agreed upon to be supplied under the contract under the ICC International Sales Contract in a timely manner, at real global market prices and in the best conditions.

2. Operational Activities

- Acting as official and exclusive supplier (with/without) shipper for the customer with all responsibilities.

- Preparation of all important documents, the sales-contract, and preparing the sales procedure under the International Sales Contract. **YOU CAN DOWNLOAD IT FROM THIS LINK.**

- We take care about the supply chain management which is very important for the success.

- Negotiating with logistic companies, banks and other needed companies for best conditions.
- Determine of competences and responsibilities.
- Calling by direct-marketing customers direct and sending them detailed offers and negotiate with them.
- In case it is necessary, potential customers will be visited personally, to get the deals done.
- Due diligence and compliance about the interested customers.
- Permanent communications with potential, interested customers.
- Full assistance for the customer in all necessary matters.
- Accompany of the closed deals up to the goods are shipped successfully to the customer
- Creating organizational guidelines and procedures that a smooth operation is guaranteed
- Issuing together with the customer a forecast about the available products (important for the distrebuter).
- In case the customer has problems, the distributor will help the supplier solution-oriented (important for the distrebuter).

3. Professional Fee for the complete service to supply all the available mineral ores products

at the correct time for best possible prices

Bank Telegraphic Transfer (TT), 50% Advance Payment, 50% Cash Against Documents. The invoice will be issued direct after the supplier agreement is valid (signed from both parties). The customer confirms that he has sufficient capital and will pay the down payment within the agreed time. The supplier starts to work at this time when the money is credited on his bank account in EGYPT.

4. Exclusivity/ Acting as supplier and Shipper / Guarantee

The distributor gets the exclusivity from the customer about all the different kinds of mineral ores products. The complete sale and marketing can be done only from the distributor in its name as seller and as shipper. The exactly way and the detailed procedure will be fixed during the preparatory work and our visit, that all will be done in a legal way without any problems.

Existing clients and current contracts must be forwarded to the distributor and these clients can buy in future only from the distributor. Current contracts will pass over direct to the distributor.

The distributor guarantees that he markets all the available quantities of xxxxx for best prices to his country clients and transfer the money for the sold goods from EGYPT to the account of the supplier.

5. Conditions / Prices

The distributor will sell the different kinds of xxxxx in his country for same prices because each country does have other prices. The prices are absolute confidential.

The distributor confirms and guarantee that he markets the different kinds of products in his country for best possible prices and in case a customer asks the supplier about prices of these products confirms to keep silence and forward the customer back to the distributor.

6. Customer Protection

The supplier guarantees the distributor a customer protection for a period of the contract year for each submitted person or company.

7. Confidentiality

The contents of this contract is confidential. Each party and its employees, consultants and contractors shall hold in confidence any copies of this contract and all documents and other forms of communication required to be provided under or in connection with this contract. Notwithstanding the foregoing, each party may disclose this contract to its professional advisers to succeeding entities and to prospective transferees or assignees who, in any such case, have agreed to be bound by these confidentiality provision.

8. Arbitration

Any dispute, controversy or claim arising out of or in relation to this contract including the validity, invalidity, breach or termination thereof, shall be finally resolved by arbitration in accordance with the international rules of international arbitration of the international chambers of commerce in force on the date when the notice of arbitration is submitted in accordance with these rules.

9. Amendments and Supplements

No amendments to this contract shall be deemed valid and binding upon the parties unless made in writing and signed by the authorized representatives of each party. Agreement reached between signatories of the parties and exchanged via fax or email shall be considered as effective written agreement.

This contract is coming into full legal force after authorized representative of both contracting parties have signed each page.

Upon signing of this contract, all previous verbal and/or written arrangements concerning the subject of this contract shall be considered null and void.

The present contract and any amendments and supplements shall be written in English. English meanings shall prevail and govern the interpretation to be put to the provisions of the contract.

10. Duration of the Distributor Agreement and the Exclusivity

The agreement will be closed for a time-period of a year. It is automatically extending for subsequent period for a year unless either of the parties notifies the other party in writing, at least three months before the expiry of any of its periods of duration, of its intention to terminate it.

11. Facsimile/Electronic Copies

Electronic copies of this contract being duly signed shall be deemed to be original and shall be binding on all parties. Hardcopies are not necessary for the authenticity.

12. Essential Contractual Obligations

Both named parties confirm and agree to work together as honest and honorable merchants.

Date: xxxxxxxxxxxx

Customer

Xxxx

Xxxxx

Supplier

Egypt Mineral Ores

Ebaa Mahboub, CEO

Egypt Mineral Ores

Manal Soliman, Founder and Owner