

DISTRIBUTION AGREEMENT

By and between

A:

Representative of corporation:

Address:

Phone number:

Fax number:

Status (Licensor, Seller) :
(together with its affiliates, "Supplier")

And

B:

Representative of corporation:

Address:

Phone number:

Fax number:

Status (Licensee, Buyer) :
("Distributor").

PREAMBLE

[Supplier] and Distributor agree that Distributor is authorized to distribute only the [Supplier] products listed on Schedule A in the Territory (as defined below) upon the terms and conditions of this Agreement.

Therefore, in consideration of the mutual covenants herein contained, [Supplier] and Distributor agree as follows.

1. DEFINITIONS. As used in this Agreement, the following capitalized terms will have the following meanings:

a. "Confidential Information" will mean any confidential information disclosed to Distributor by [Supplier] or [Supplier]'s authorized representatives, including but not limited to [Supplier]'s proprietary research and clinical materials, data, and development plans; business or research strategies; customer lists; scientific, technical and business studies; analyses; processes; methods; procedures and policies; manufacturing processes and technologies; trade secrets; and all material embodiments of any of the foregoing.

b. "Distribute" means to sell, distribute, market, promote, stimulate interest, and solicit orders, and to provide any services which are useful in connection with those activities. "Distributing," "Distribution" and other versions of "Distribute" will have corresponding meanings.

c. "Effective Date" has the meaning set forth in the preamble.

d. "FCPA" has the meaning set forth in Article 21. Click on this link for a copy of the FCPA: <http://www.justice.gov/criminal/Mud/fcpa/>.

e. "Initial Term" has the meaning set forth in Section 3.1.

f. "Intellectual Property Rights" means the Trademarks, any and all patents and rights under applications for patents, any and all copyrights (in all cases whether registered or unregistered), trade secrets, and any other license or other intellectual property rights related to any of the Products.

g. "Order" means a writing sent by Distributor to [Supplier] requesting the purchase of Products by Distributor from [Supplier].

h. "Products" means certain of [Supplier]'s products as set forth on Schedule A attached hereto and any additional products that may be added to the scope of this Agreement from time to time pursuant to Section 11.1.

i. "Quality Agreement" means that certain Quality Agreement between Distributor and [Supplier], as amended by the parties from time to time.

j. "Regulatory Approvals" means all registrations, permits, licenses and approvals from any regulatory authority having jurisdiction within the Territory that are necessary for the importation of the Products into the Territory and the Distribution of the Products in the Territory.

k. "Renewal Term" has the meaning set forth in Section 3.2.

l. "Sole Warranty" has the meaning set forth in Section 7.1.

m. "Term" has the meaning set forth in Section 3.2.

n. "Territory" means the following countries, territories and geographic areas: [Location]

o. "Trademarks" means any and all trademarks, service marks, trade names and other designations (in each case whether registered or unregistered) which are owned, controlled or used by [Supplier] and used on or in connection with any of the Products, any packaging for or displays of any of the Products, or any advertisements for any of the Products, or are otherwise used in connection with [Supplier] or its business.

2. APPOINTMENT.

2.1 Subject to Section 2.5 below, [Supplier] hereby grants to Distributor the right to Distribute the Products in the Territory through Distributor's distribution network, subject to the terms and conditions of this Agreement and except as limited by the terms of any currently enforceable agreement between [Supplier] and a third party. Such right will be exclusive in the Territory except as may be limited by applicable law or by the terms of any currently enforceable agreement between [Supplier] and a third party; provided, however, that (i) any prior distributor of the Products in the Territory (if any) will be permitted to continue to exercise any rights it has to sell off its remaining inventory of Products, and (ii) distributors of Products located in other territories, countries or geographic areas may continue to distribute any advertising, marketing or promotion materials with respect to the Products which may circulate or otherwise be disseminated in the Territory.

2.2 Distributor will Distribute the Products only in the Territory for its own account and at its own risk. Distributor will not Distribute Products in or to any customer, country, state, province or

region outside of the Territory. Distributor will take all reasonable steps to ensure that Distributor's customers do not resell the Products outside of the Territory. Distributor is prohibited from buying the Products from anyone other than [Supplier] without obtaining [Supplier]'s express written consent in advance.

2.3 [Supplier] will refer to Distributor all customers in the Territory who make inquiries of [Supplier] regarding the purchase of Products in the Territory; provided, however, [Supplier] will have the right to sell Products directly to such customers in the Territory. Such direct sales will be counted towards Distributor's minimum purchase obligations.

2.4 [Supplier] will take such commercially reasonable action as [Supplier] deems necessary to prevent any other distributor, person or entity from Distributing the Products in the Territory.

2.5 [Supplier] shall have no obligations under this Agreement and Distributor shall have no rights under this Agreement unless and until Distributor has executed and delivered a Quality Agreement in the form required by [Supplier]. If any amendment to the Quality Agreement proposed by [Supplier] is not executed and delivered by Distributor within sixty (60) days after it is proposed by [Supplier], both Distributor's rights and [Supplier]'s obligations under this Agreement shall be immediately suspended until Distributor's execution and delivery of the amended Quality Agreement.

3. TERM.

3.1 The term of this Agreement will begin on the Effective Date and continue for a period of **three (3) years** thereafter (the "Initial Term"), unless sooner terminated pursuant to any other provision of this Agreement.

3.2 Following the Initial Term, this Agreement will automatically be renewed for further successive terms of one (1) year each (each a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives to the other party a written notice at least two (2) months prior to the expiration of the Initial Term or the then-current Renewal Term that the Agreement will terminate at the end of the Initial Term or the Renewal Term, as applicable.

4. PRICING AND PAYMENT; FORECASTS AND ORDERS; SHIPPING.

4.1 The prices of the Products, which may vary by country of distribution, are stated in U.S. dollars or in Euro and are set forth on Schedule A attached hereto. The price of any Product added to this Agreement pursuant to Section 11.1 hereof will be as specified by [Supplier] at such time. [Supplier] may, in its sole discretion, change the prices for the Products once annually by sending notice of such change to Distributor at least **ninety (90) days** prior to the effective date of such change. Orders from Distributor received and accepted by [Supplier]

before the effective date of any price change will be filled at the prices in effect at the time [Supplier] accepted the Orders.

4.2 The prices for the Products do not include, and Distributor will in a timely manner pay or reimburse [Supplier] for, (i) any and all sales, use, property, license, value added, withholding, excise or similar tax of any jurisdiction that may be imposed upon or with respect to the Products sold to Distributor or with respect to the Products' delivery, use, ownership, possession or Distribution, (ii) any and all inspection fees, duties, tariffs, levies and similar charges imposed with respect to the importation of the Products into the Territory, (iii) the costs of shipping the Products from [Supplier] to Distributor, and (iv) the cost of insuring the Products during shipment.

4.3 The Products will be delivered Ex Works (as that term is defined in Incoterms 2010) at [Supplier]'s facility to the place in the Territory specified in the applicable Order by a shipper selected by Distributor or by [Supplier] if Distributor does not select a shipper. Notwithstanding the foregoing, title and risk of loss for the Products will pass to Distributor upon the arrival of the Products at customs in the Territory.

4.4 [Supplier] will invoice Distributor for all Products shipped and for all shipping costs. Distributor will pay all invoices together with all other sums payable under this Agreement in U.S. dollars or in Euro, as specified by [Supplier] in the invoice, to the [Supplier] office specified in the invoice. All amounts due to [Supplier] under this Agreement will be due and payable within **thirty (30) days** after the date of the invoice from [Supplier].

4.5 Distributor will place Orders at least thirty (30) days prior to the requested delivery date set forth in the Order, using such form as [Supplier] may specify from time to time. For an Order to be effective, [Supplier] must expressly accept the Order in writing. [Supplier] will supply Distributor with Products only in accordance with Orders placed by Distributor and accepted by [Supplier]. Any provision of any Order that is inconsistent with or in addition to the terms of this Agreement will be null and void, unless expressly accepted by [Supplier] in writing.

The filling of all Orders will be subject to Product availability.

4.6 No accepted Order may be cancelled by Distributor without the express prior written consent of [Supplier].

4.7 All of the Products will be delivered by [Supplier] to Distributor in accordance with the following:

- a. All Products will be in [Supplier] trade dress and packaging.
- b. [Supplier] will be responsible for all labeling and artwork relating to the Products.

c. If currently available, [Supplier] will provide Distributor with box inserts and manuals to be distributed with the Products in any applicable foreign language.

d. [Supplier] will provide hazardous ingredient information on Distributor's confidential Product analysis form, or, for any ingredients considered by [Supplier] to be proprietary, on Distributor's proprietary ingredient checklist form.

e. [Supplier] will use commercially reasonable efforts to ensure that those Products, other than competitive Products, sold to Distributor hereunder that have a stated shelf life of greater than twelve (12) months will have a remaining shelf life of at least fifty percent (50%) of the total stated shelf life on the date of delivery to Distributor, unless [Supplier] has informed Distributor of a shorter remaining shelf life and Distributor has agreed to the shorter remaining shelf life. For the avoidance of doubt, under no circumstances will [Supplier] be required to change its manufacturing schedule in order to comply with this provision.

5. MINIMUM PURCHASE OBLIGATIONS. Distributor is required to annually purchase enough Products to meet the minimum purchase obligations set forth on **Schedule C** attached hereto. Minimum purchase obligations for any Renewal Term will be mutually agreed upon by the parties in writing. If the parties do not agree on minimum purchase obligations for any Renewal Term, then the most recently agreed upon minimum purchase obligations shall apply.

6. COMPETING PRODUCTS.

6.1 During the Term, Distributor or any of its affiliates, shareholders, directors or officers may not, and may not help others to, manufacture, develop, finance, produce or Distribute in the Territory any product that is competitive with any of the Products.

6.2 If [Supplier] gives notice to Distributor that any product manufactured, developed, financed or Distributed in the Territory by Distributor is competitive with any of the Products, Distributor

will immediately upon receipt of the notice cease and desist from such activities with respect to such competitive product in the Territory.

6.3 Any failure by [Supplier] to give notice to Distributor pursuant to Section 6.2 with respect to any competitive product will not relieve Distributor of its obligations under Section 6.1 or preclude [Supplier] from sending such notice at a later time.

6.4 Distributor will provide [Supplier] with information about competitive products being Distributed in the Territory of which Distributor becomes aware.

7. WARRANTY; LIMITATIONS ON LIABILITY.

7.1 [Supplier] warrants (the "Sole Warranty") that at the time the Products are delivered to Distributor: (i) the Products will meet any standards required under applicable law; and (ii) with respect to Products that have a stated shelf life, such Products will be free from defects in material and workmanship during their respective shelf lives when stored, handled and used in a manner consistent with all instructions, warnings and other information included by [Supplier] in, on or with such Products or which is otherwise furnished by [Supplier] to Distributor. THE SOLE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY. Distributor will make no warranties or representations concerning the Products other than the Sole Warranty, and Distributor will include a disclaimer of all other warranties, express and implied, in connection with its Distribution of the Products.

7.2 In the event of a breach of the Sole Warranty, [Supplier] will be obligated, at [Supplier]'s sole option, to either (i) replace the Product(s) that do not meet the Sole Warranty, at [Supplier]'s expense, or (ii) reimburse Distributor an amount equal to the amount paid by Distributor for such Product(s), by credit against future Orders of Products. [Supplier] will send to Distributor either a return authorization for, or instructions regarding destruction of, such non-conforming Products.

7.3 [Supplier] will have no liability to Distributor or any third party for any damages related to or arising out of any Product that has been altered, or that has been used, stored or handled in a manner contrary to any use, storage or handling instructions, warnings or other information provided by [Supplier], or contrary to the requirements of this Agreement.

7.4 UNDER NO CIRCUMSTANCES WILL [SUPPLIER] BE LIABLE TO DISTRIBUTOR OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST BUSINESS INVESTMENT, WHETHER ARISING OUT OF A BREACH OF THE SOLE WARRANTY OR OTHERWISE. IN ADDITION, THE LIABILITY OF [SUPPLIER] UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY DISTRIBUTOR TO [SUPPLIER] UNDER THIS AGREEMENT.

7.5 Distributor agrees to indemnify and hold [Supplier] harmless from any costs, claims, damages, losses, liabilities or expenses (including reasonable attorney's fees) asserted by any third party resulting from (i) Distributor's breach of this Agreement, (ii) any inaccurate or unauthorized representation or warranty made by Distributor, or (iii) Distributor's failure to comply with any local laws or regulations.

8. REGULATORY APPROVALS; COMPLIANCE WITH LAW.

8.1 Distributor will, at [Supplier]'s expense, obtain the Regulatory Approvals for the Territory, and Distributor will bear all risks related to its failure to do so. Distributor will take all necessary

actions and measures in connection with the approval processes. [Supplier] will provide to Distributor all documentation in its possession which would be reasonably required by Distributor to obtain the Regulatory Approvals. The Regulatory Approvals will be applied for and maintained in Distributor's name. Distributor will promptly forward to [Supplier] copies of all Regulatory Approvals. Upon the expiration or termination of this Agreement, Distributor will, at [Supplier]'s expense, take all steps necessary to transfer the Regulatory Approvals to [Supplier].

8.2 Distributor will only Distribute Products that have received the Regulatory Approvals. If all Regulatory Approvals for all Products are not obtained for the Territory, [Supplier] may terminate this Agreement.

8.3 Distributor will provide to [Supplier] all information concerning Distribution, end user complaints and other similar information as [Supplier] may need to comply fully with all of its regulatory obligations.

8.4 [Supplier]'s obligations hereunder will be at all times subject to the export administration and control laws and regulations applicable to the Products. Distributor will perform its obligations hereunder in accordance with all applicable rules and regulations of all governmental authorities.

9. DISTRIBUTION, PROMOTION AND LABELING.

9.1 Distributor agrees to use its best efforts to Distribute and support the Products and further agrees that its marketing efforts will be diligent and of high quality and that Distributor will preserve the professional image of [Supplier] and of the Products.

9.2 Distributor will strictly comply with the promotional, labeling, traceability and storage requirements set forth in the Quality Agreement.

9.3 Distributor is familiar with and will comply with all applicable laws and regulations of the Territory pertaining to the Distribution, sales and marketing of the Products.

10. TECHNICAL ASSISTANCE; TRAINING; SERVICE AND MAINTENANCE.

10.1 Upon Distributor's reasonable request, [Supplier] will use commercially reasonable efforts to respond to any reasonable technical questions posed by Distributor regarding, and to review for technical accuracy and provide comments to Distributor on, any guidelines, promotion aids, reference material, training and sales documentation, or similar information related to the Products which were prepared by Distributor in English. Such review and comment will take place in English within a commercially reasonable time following receipt of the material by [Supplier].

10.2 If Distributor has not previously distributed [Supplier]'s products, [Supplier] will offer to Distributor, free of charge, an initial sales, marketing, service and product support training program for the Products for Distributor's personnel (one each from the applications, services, and sales and marketing areas). Such training will occur at one of [Supplier]'s facilities or at any other place designated by [Supplier] at a mutually agreeable time. The parties agree to use commercially reasonable efforts to schedule such training program at least sixty (60) days prior to the proposed date for the first commercial sale of any Product under this Agreement. Distributor will be responsible for the travel expenses of its personnel associated with their participation in any such training program. [Supplier] will be responsible for meals, lodging and other similar expenses associated with such personnel's participation in the training program.

10.3 Upon Distributor's reasonable request, [Supplier] will use commercially reasonable efforts to provide, at [Supplier]'s expense, reasonable technical assistance and support in connection with any trade show or exhibition Distributor elects to participate in or any workshop Distributor elects to hold for end users.

10.4 [Supplier] may hold quarterly and annual distributors' business meetings. Distributor commits to have one or more appropriate representatives participate in such meetings. Distributor will be responsible for the travel expenses of its personnel associated with their participation in such meetings. [Supplier] will be responsible for meals, lodging and other similar expenses associated with such personnel's participation in such meetings. At each quarterly meeting, Distributor will provide [Supplier] with its current updated list of customers and sub-distributors, including name, address, contact person and reagent usage for each customer and for each sub-distributor.

10.5 Distributor will promptly implement any mandatory updates or upgrades provided by [Supplier] or its designee, in accordance with [Supplier]'s or its designee's instructions.

10.6 Distributor will not make, attempt to make, or assist any end users or other third parties in making, any alterations, enhancements, improvements, modifications, updates or upgrades to the Products other than those provided by [Supplier] or its designee. If [Supplier] determines, in its sole discretion, that sufficient evidence exists that Distributor has violated this Section 10.7 then [Supplier] may terminate this Agreement immediately and without notice.

10.7 Distributor will use only supplies and replacement parts obtained from [Supplier] or its designee. Distributor is required to purchase the inventory of spare parts set forth on Schedule A to enable repairs in the Territory. [Supplier] guarantees that each spare part will be free of defects in workmanship and design for **thirty (30) days** after installation. During the warranty period, if [Supplier] agrees in its sole discretion that parts that are returned to [Supplier] are defective, they will be, in [Supplier]'s sole discretion, repaired or replaced free of charge. After the warranty expires, spare parts will be invoiced at the prices set forth on Schedule A if the defective parts are returned to [Supplier].

11. ADDITIONAL PRODUCTS; CHANGES TO AND DELETIONS OF PRODUCTS.

11.1 From time to time during the Term, [Supplier] may offer Distributor the opportunity to Distribute additional [Supplier] products by giving Distributor notice of such additional products and the prices therefor. By providing [Supplier] with notice within sixty (60) days after its receipt of [Supplier]'s notice, Distributor may choose to study such additional products for a period of six (6) months. If Distributor is willing to Distribute such additional products, it will so notify [Supplier] within sixty (60) days after [Supplier]'s initial notice or, if Distributor chose to study the additional products, before the expiration of the six (6) month study period. Upon Distributor's timely notice of its willingness to purchase such products at the prices quoted by [Supplier] and to Distribute such products in the Territory: (i) Schedule A will be amended to include the additional Products, (ii) the additional products will become Products for all purposes of this Agreement, and (iii) the parties will amend, as appropriate, the minimum purchase obligations in Schedule C.

11.2 [Supplier] will notify Distributor of any material changes it proposes to make to any Product or to the manufacturing process of any Product that would impact the form, fit or function of any Product or any published Product specifications.

11.3 [Supplier] may discontinue the sale of any of the Products in the Territory upon **six (6) months'** written notice to Distributor. For any discontinued instrument Products, [Supplier] will continue to provide the reasonable technical assistance set forth in Section 10.5 (a) for **five (5) years** after the discontinuation of such instrument Product.

12. PATENTS AND TRADEMARKS.

12.1 [Supplier] hereby grants to Distributor a non-exclusive license to use [Supplier]'s Intellectual Property Rights in the Territory solely in connection with and for the limited purpose of Distributor's Distribution of the Products during the Term and subject to the terms and conditions provided herein.

12.2 Distributor acknowledges and agrees that the Trademarks and all other Intellectual Property Rights of [Supplier] with respect to the Products are and will remain the sole property of [Supplier]. Distributor will not acquire any interest in the Trademarks, the other Intellectual Property Rights, or the goodwill generated by the Trademarks as a result of Distributor's usage of the Trademarks or the other Intellectual Property Rights. Distributor will not seek to register any of the Trademarks or other Intellectual Property Rights in the Territory without [Supplier]'s express prior written consent.

12.3 All Products Distributed in the Territory and all references to the Products in any of Distributor's promotional materials will bear [Supplier]'s Trademarks and each Product will be marked with its associated patent number(s).

12.4 [Supplier] may, at its option, seek legal protection of any of its Intellectual Property Rights concerning or relating to the Products in the Territory, including the registration of such rights with any appropriate governmental authority in the Territory. Distributor will cooperate fully,

upon the request of [Supplier], in the establishment, defense and prosecution of [Supplier]'s Intellectual Property Rights. Distributor will promptly notify [Supplier] upon becoming aware of any infringement or misappropriation of any of [Supplier]'s Intellectual Property Rights.

13. NO MANUFACTURING AND NO MODIFICATION OF PRODUCTS; NO REVERSE

ENGINEERING. Distributor will not engage in any manufacturing, packaging or processing of any of the Products, or any parts thereof in the Territory, unless [Supplier] gives its express prior written consent to such activities. Distributor or its affiliates or representatives will not, in any way, alter the Product or attempt to deconstruct, reverse engineer, or otherwise ascertain the properties of or the production process relating to the Products. [Supplier] will have no liability for any losses, claims or damages resulting from unauthorized alterations of the Products made by Distributor or any affiliate or representative of Distributor.

14. CONFIDENTIALITY.

14.1 During the course of performing its obligations under this Agreement, Distributor will have access to certain Confidential Information of [Supplier]. During the Initial and any Renewal Term of this Agreement and for **five (5) years** thereafter, Distributor will hold the Confidential Information strictly confidential and will not directly or indirectly disclose or transfer the Confidential Information to any third party. Distributor will use the Confidential Information solely in connection with its performance of its obligations under this Agreement, unless otherwise mutually agreed in writing. Distributor will impose upon its employees and representatives the same obligations of confidentiality and non-use as contained herein. Upon termination or expiration of this Agreement and following [Supplier]'s request, Distributor will return or destroy, at [Supplier]'s option, all Confidential Information of [Supplier], including any copies and extracts thereof.

14.2 Distributor's obligations of confidentiality and non-use will not apply to any information that:

(i) is shown by contemporaneous documentation of Distributor to have been in its rightful possession prior to receipt from [Supplier]; (ii) is or becomes, through no fault of Distributor, publicly known; (iii) is furnished to Distributor by a third party without breach of a duty to [Supplier]; (iv) is independently developed by Distributor without access to the Confidential Information; or (v) Distributor is required to disclose by operation of law (after providing [Supplier] with reasonable notice of such requirement to disclose and with an opportunity to obtain a protective order).

15. DEFAULT AND TERMINATION.

15.1 Each of the following will constitute an event of default under this Agreement:

- a. Distributor fails to pay on a timely basis any amount required to be paid to [Supplier] under this Agreement.
- b. Distributor fails to satisfy any of the minimum purchase obligations pursuant to Article 5.
- c. Distributor Distributes any Product without the required Regulatory Approvals.
- d. Distributor participates or assists in any unauthorized modification of the Products or violates any provision of Section 10.7 or Article 13 of this Agreement.
- e. Either party (i) makes a general assignment for the benefit of its creditors; (ii) commences or is party to a proceeding under any bankruptcy, reorganization or insolvency law; or (iii) seeks or consents to the appointment of a trustee, receiver or liquidator to take charge of its assets.
- f. There is a material change in the direct or indirect ownership, control or management of Distributor.
- g. Distributor breaches any of the provisions of the Quality Agreement and such breach remains uncured ten (10) days after the date of written notice from [Supplier] providing details of the breach.
- h. Distributor violates the FCPA or any provision of Article 21 of this Agreement.
- i. Distributor violates any of the provisions of Article 6 of this Agreement.
- j. Either party breaches any of the other provisions of this Agreement and such breach remains uncured thirty (30) days after the date of written notice from the non-breaching party providing details of the breach

15.2 Distributor Default. Upon the occurrence of an event of default under this Agreement on the part of Distributor, [Supplier] may (a) place Distributor on credit hold, (b) suspend shipment of Products to Distributor or its customers, (c) immediately terminate this Agreement and (d) exercise any or all other rights and remedies provided for under applicable law and this Agreement.

15.3 [Supplier] Default. Upon the occurrence of an event of default under this Agreement on the part of [Supplier], Distributor may (a) terminate this Agreement upon thirty (30) days prior written notice to [Supplier] and (b) exercise any or all other rights and remedies provided for under applicable law and this Agreement.

16. EFFECT OF TERMINATION OR EXPIRATION.

16.1 Upon the termination or expiration of this Agreement:

a. [Supplier] may in its discretion assume the obligations of Distributor under any outstanding contracts or tender awards between Distributor and end users with respect to the Products, if the term of such contracts extends beyond the termination or expiration of this Agreement; provided, however, Distributor will remain responsible for any and all liabilities arising under such contracts prior to [Supplier]'s assumption of such contracts. [Supplier] will compensate Distributor for such contracts by paying Distributor, over the remaining term of such contracts, for each Product [Supplier] sells pursuant to such contracts, the difference between the price at which [Supplier] sells the Products to such end users and the price at which Distributor would have purchased the Products from [Supplier] if this Agreement had remained in effect.

b. Distributor will immediately cease to use all Intellectual Property Rights of [Supplier], except that Distributor will not be required to re-label any of the Products held by Distributor in its inventory at such time.

c. Distributor will not thereafter use any deceptively similar names or trademarks that would reasonably be expected to give the impression that any relationship continues to exist between [Supplier] and Distributor.

d. Distributor will immediately send to [Supplier] all promotional materials in its possession or under its control containing, bearing or covered by any Trademarks of [Supplier] together with all copies and other reproductions of any such materials and any photographs or video of any of the Products, and [Supplier] will become the owner thereof without any compensation to Distributor.

e. Distributor will promptly provide to [Supplier]:

(i) copies of all Product traceability records as [Supplier] may need to comply fully with all of its regulatory obligations;

(ii) copies of all of Distributor's records related to Product notification and recall activities during the Term;

(iii) all documentation held by Distributor that is related to the Regulatory Approvals; and

(iv) its most current customer list and any relevant outstanding contracts or tender award documents.

f. Distributor may thereafter sell its remaining inventory of Products to end users in the Territory in the ordinary course of business. In [Supplier]'s sole discretion, [Supplier] may choose to buy back Products from Distributor, at the then current price for Distributor's purchase of such Product from [Supplier].

g. Distributor will continue to be obligated to pay for Orders whether filled prior to or after such expiration or termination and to pay and perform all other accrued obligations of Distributor to [Supplier] as of the date of such expiration or termination.

h. Distributor will not thereafter attempt to impede any imports or Distribution of Products in the Territory by [Supplier] or [Supplier]'s agents, representatives, distributors or affiliates.

i. Distributor will not have any right to a termination fee or other compensation, except as expressly provided herein.

16.2 Upon the expiration or termination of this Agreement in accordance with its terms, [Supplier] shall have no obligations to Distributor or to any agent employee or representative of Distributor for compensation or for damages of any kind, including damages for the loss of present or prospective sales, investments, compensation or goodwill. Distributor, for itself and on behalf of each of its employees, hereby waives any rights which may be granted to it or them under the laws and regulations of the Territory which are not granted by this Agreement.

16.3 The rights and obligations set forth in the following Articles and Sections of this agreement will survive the expiration or termination of this Agreement: Articles 7, 8, 13, 14, 15, 16, 19, 21 and 22, and Sections 9.2 and 12.2 hereof.

17. FORCE MAJEURE. Neither Party will be responsible for any failure or delay in the fulfillment of its obligations under this Agreement, other than payment obligations, when such failure or delay is due to acts of God or public enemies; acts of local, provincial or national governments or public agencies; wars, civil commotions, riots or labor disturbances; epidemic; destruction of facilities or materials by fire, earthquake, storm or other casualty; or shortage of power or raw materials. However, the parties will use commercially reasonable efforts to avoid, and the party temporarily excused from performance will use commercially reasonable efforts to remove or cure all such conditions. Any party temporarily excused from performance by such conditions will resume performance promptly when such conditions are removed. Any party claiming any such condition as an excuse or delay in performance will give prompt notice of such condition to the other party. If any failure to perform pursuant to this Article 17 continues for a period of more than three (3) months, any party hereto will have the right to terminate this Agreement or any individual Order hereunder by notice in writing to the other party.

18. NOTICE.

18.1 Any notice, request or demand or other communication between the parties hereto for the purposes of this Agreement will be deemed to have been duly given or made when communicated by one of the forms of communication listed in Section 18.2 to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement, at the address or fax number of such party designated in Section 18.3.

18.2 The forms of communication referred to in Section 18.1 and the time at which the notice in any such form will be deemed, for the purposes of this Agreement, to have been received, are as follows:

- a. prepaid registered mail, or its equivalent in the Territory - seven business days following the day of mailing;
- b. fax, receipt confirmed - the business day following the day of sending;
- c. delivery by international courier to an officer of the addressee — the day of receipt, or if that day is not a business day, then the next business day; and
- d. hand delivery - on the day of delivery.

18.3 Until notice of a change is given to the other party hereto, the addresses and fax numbers for notice of the parties hereto are as follows:

To **[Supplier]**:

[Supplier], Inc.

Address:

Fax: 770-242-8930

E-mail:

To Distributor - at the address shown on Schedule B.

19. ARBITRATION; APPLICABLE LAW.

19.1 The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Where one party does not want to negotiate or dispute was not settled within 30 days through negotiation, one party file for arbitration to Korean Commercial Arbitration Board located in Seoul, Korea and undertakes arbitration under the rule of arbitration authority. Arbitration award is final and legally binding to parties of the dispute.

19.2 Signing, issuing, effectuation, implementation, modification, validity, cessation, and interpretation of this agreement shall be governed and construed in accordance with the Korean Law. Customary international law is applied where there is no governing regulation in the Korean Law

20. REPRESENTATIONS; COVENANTS.

20.1 Each party represents to the other that it has the right, power and authority to enter into and perform this Agreement and that the execution and performance of this Agreement by such party has been duly authorized by all necessary corporate and other action.

20.2 Each party represents to the other that the terms of this Agreement do not violate any existing contract or agreement to which it is a party or by which it is bound.

20.3 Each party represents to the other that it will maintain in effect at all times during the Term such general liability, product liability and other insurance of such types and in such amounts sufficient to cover its potential liabilities arising from or relating to this Agreement, and, if requested by the other party, will deliver to the other party a certificate evidencing such insurance.

20.4 Upon **[Supplier]**'s reasonable request, Distributor will allow **[Supplier]** or its agents or representatives to inspect Distributor's records (including customer lists) and/or facilities relating to the Distribution of the Products to ensure that the terms of this Agreement are being fulfilled by Distributor.

20.5 Distributor represents that it has obtained all necessary licenses and permits required under applicable laws to Distribute the Products hereunder, and Distributor covenants that it will maintain all such licenses and permits throughout the Term.

21. ANTI-CORRUPTION; ANTI-BOYCOTT.

21.1 Distributor, its owners, directors, officers, employees, agents and sub-distributors have not and will not, either directly or indirectly, pay or offer money or anything of value, including gifts or entertainment, to any government official for the purpose of influencing an act or decision in

his official capacity or inducing the official to use his or his party's influence with a government to obtain or retain business for [Supplier]. Distributor agrees that employees, managers and other officials of government hospitals, clinics and other facilities are government officials. Distributor will at all times fully comply with all US and non-US laws, rules and regulations designed to prevent corruption (including the US Foreign Corrupt Practices Act, the UK Bribery Act and similar laws in other countries).

21.2 Distributor shall not take any action that violates the anti-boycott laws or regulations of the United States. In particular, Distributor shall not (i) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States; or (ii) request information from [Supplier] about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States.

21.3 At any time during the Term, upon [Supplier]'s reasonable request, Distributor will provide [Supplier] with a certification of its ongoing compliance with this Article 21 and all anti-corruption laws. Upon [Supplier]'s reasonable request, Distributor will permit [Supplier] to interview its directors, officers, managers, employees, agents and representatives, and to examine its records, at reasonable times and places, to confirm Distributor's compliance with this Article 21.

21.4 Distributor's failure to comply with the provisions of this Article 21 will be deemed a material incurable breach of this Agreement and [Supplier] may terminate this Agreement immediately and without notice.

22. GENERAL.

22.1 Distributor and [Supplier] are independent and will deal with each other as such. Except to the extent expressly provided in this Agreement, no party has and no party will attempt to assert

the authority to make commitments for or to bind the other party to any obligation and neither party will, without the express prior written consent of the other, take any action on behalf of or in the name of the other party, or enter into any commitment or obligation binding upon the other party.

22.2 All amendments, revisions or modifications to this Agreement must be in writing and must be signed by both of the parties hereto.

22.3 Neither party will assign its rights under this Agreement without the express prior written consent of the other party, which consent will not be unreasonably withheld; provided, however that [Supplier] may assign its rights under this Agreement to any parent, direct or indirect subsidiary or affiliate, or to a purchaser of all or substantially all of its business or assets if such purchaser has agreed in writing to be bound by the terms of this Agreement. Any attempted assignment in violation of this Section 22.3 will be void. This Agreement will be enforceable by

and be binding upon [Supplier] and Distributor and their respective successors and permitted assignees.

22.4 No waiver of any term, provision or condition of this Agreement, whether express or implied, and whether by conduct or otherwise, in any one or more instances, will be valid unless in writing and signed by both parties and any such valid written waiver will not be construed as a further or continuing waiver beyond its express terms.

22.5 This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and such counterparts together will constitute but one instrument. Faxed signatures and signatures on documents transmitted by email will be treated as original signatures, and each party undertakes to provide the other, if requested, with a copy of this Agreement bearing an original signature as soon as reasonably practicable.

22.6 This Agreement constitutes the entire agreement among the parties hereto, and supersedes all prior oral and written agreements and arrangements with respect to the subject matter hereof.

22.7 In the event that in any legal proceeding before a competent tribunal in any jurisdiction it is determined that any provision of this Agreement or any part of the same is invalid, such provision or part will be deemed to be severed from the remainder of this Agreement, and this Agreement will in every other respect continue in full force and effect and will be interpreted in accordance with the parties' original intent.

22.8 This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will be for accommodation only and will not be binding upon all parties hereto. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

22.9 Distributor represents that at the time of the execution of this Agreement Distributor is:

- a. solvent,
- b. able to pay its debts and financial obligations as they become due,
- c. not in the process of being dissolved or having its assets assigned or seized for the benefit of creditors, and
- d. is not subject to any bankruptcy, reorganization or insolvency proceeding.

22.10 Distributor acknowledges that for the purpose of determining whether Distributor has maintained the financial capability to fulfill its obligations under this Agreement, during the Initial Term and any Renewal Term:

a. [Supplier] may at any time obtain a credit report concerning Distributor from international credit report agencies, and

b. at any time upon [Supplier]'s request (but not more than once a calendar year) Distributor will submit to [Supplier] its financial statements (balance sheet, income statement and statement of cash flows, or their equivalents), complete with any related footnote disclosures, prepared in accordance with generally acceptable accounting principles applicable to companies like Distributor, together with any audit or review report from Distributor's outside accountants.

(This page does not contain body but signature.)

Both A and B cosign this contract on **Month, Date, Year** in **location**.

A:

Corporation Representative/Authorized Representative:

Signature)

B:

Corporation Representative/Authorized Representative:

Signature)