

SALES, MARKETING AND DISTRIBUTION AGREEMENT

1. BACKGROUND

This Agreement, effective this 1st of April, 2017 ("Effective Date"), is made between Tokai Medical Products Inc., doing business at 1485 Sarayashiki Taraga Kasugai-city, Aichi 486-0808, Japan (hereinafter referred to as "TMP") and MedGo JSC, doing business at Maumedžiq str. 25-6, Vilnius LT-08460, Lithuania (hereinafter referred to as "DISTRIBUTOR").

- A. DISTRIBUTOR desires to act as distributor for TMP within the geographic area described herein.
- B. TMP desires to retain a distributor for the geographic area described herein.

In consideration of the premises and mutual covenants and agreements herein, the parties hereto, intending to be legally bound, hereby agree as follows.

2. DEFINITIONS

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

- A. "Product" or "Products" means medical device(s) with packaging, labeling and accessories, which TMP designs and manufactures, defined in EXHIBIT A.
- B. "Territory" means the geographical area defined in EXHIBIT B.
- C. "Trademark" or "Trademarks" mean TMP's trademark(s) defined in EXHIBIT C.
- D. "Specifications" means the specifications of each type of Product, which shall satisfy the requirements of MDD 93/42/EEC.
- E. "Confidential Information" means such information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") which is marked with the word "Confidential" or, if such information is disclosed orally, which is designated as "confidential" orally at the time of disclosure and written summary of which shall be provided by Disclosing Party to Receiving Party within fourteen (14) days of the disclosure. Such information may include, but is not limited to, know-how, trade secrets, formulations, product data, complaint and safety information, identities of suppliers, identities of customers, and regulatory information. Information will not be considered Confidential Information if (1) it is at the time of disclosure or thereafter part of the public domain, without the fault of Receiving Party, (2) Receiving Party can show through tangible records that it already knew the information before it was received, (3) Receiving Party can show through tangible records that the information was developed independently without reliance on such information, or (4) Receiving Party received the information from a third party

Tokai Medical Products

Distributor