

International Distributor Agreement

This Distributor Agreement (the "Agreement") is entered into on 1st July 2015 (Effective date) by and between

Meril Life Sciences Pvt. Ltd. a company registered under Indian Companies Act, 1956 having its office at Survey No. 135/139, Bilakhia House, Muktanand Marg, Chala, Vapi – 396191, Gujarat, India (hereinafter referred to as the "**Company**"), and

Medikamentu Tinklas Ltd., a company is registered under the Lithuanian law, having its office at Azuolyno str.7, 07196, Vilnius, Lithuania (hereinafter referred to as the "**Distributor**").

WHEREAS, Company is in the business of developing, manufacturing and selling certain medical devices and supporting services (the "Products", as defined in EXHIBIT "D" attached to this agreement); and

WHEREAS, Company wishes to appoint Distributor to solicit orders, service accounts for the purchase of such items and provide services, purchase products to ensure acceptable quantity at hand to service customers in Distributor's Territory as referred in the EXHIBIT "B" and generally to act as company's supply chain in the respective territory as defined below.

AND WHEREAS the Distributor has expressed its desire to be appointed as Distributor for the territory defined below. In consideration of their mutual covenants, the parties have agreed on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises set out below, the parties hereto agree as follows-

1. Appointment

The Company appoints Distributor as its authorized sales agent, within the territory specified in Exhibit B attached to this Agreement (the "Territory"), subject to the terms and conditions of this Agreement

- 1.1 Distributor is entitled to solicit orders for the products specified in Exhibit D attached to this Agreement (the "Products") in the Territory subject to approval by the Company But the Distributor is not entitled to resell any samples, demonstration product, or promotional materials. Any Sales outside of the defined Territory of the Distributor will not be entitled for commission nor will it be included in the annual sales objectives of the Distributor.
- 1.2 The Company reserves the right to:
 - a) Change the boundaries of the Territory of the Distributor by giving thirty (30) days written notice if Distributor fails to meet its sales quotas;
 - b) Engage in selling and promoting the Products in the Territory in the event that Distributor is unable to provide sales services as outlined herein for a consecutive period of thirty



17. Force Majeure

17.1 No liability for damages. Neither Company nor Distributor shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in performing any obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that party; provided that, in order to excuse its delay or default hereunder, a party shall notify the other of the occurrence or the cause, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within fifteen (15) calendar days after the termination of such occurrence or cause, such party shall give notice to the other party specifying the date of termination thereof. All obligations of both parties shall return to being in full force and effect upon the termination of such occurrence or cause (including without limitation any payments which became due and payable hereunder prior to the termination of such occurrence or cause).

17.2 For the purposes of this Section, a "cause beyond the reasonable control" of a party shall include, but not limited to the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared).

18. Counterparts

18.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date specified above in multiple counterparts each of which is considered an original for any purpose and all of which together constitute one and the same instrument.

For Meril Life Sciences Pvt. Ltd.



Company stamp and signed by authorized representative

Mr. Sanjay Yadav

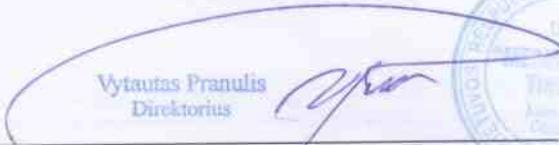
On July'15 at Vapi, India

For Medikamentu Tinklas Ltd.

Company stamp and signed by authorized representative

Mr. Vytautas Pranulis

On July'15 at Vilnius, Lithuania.



Vytautas Pranulis
Direktorius

**Exhibit B
Territory**

Distributor shall be responsible for sales of the Products in the following geographic area:

Name of Country(s) – Latvia

Distributor will not do the distribution of products beyond the territory mentioned above and
Distributor will be solely responsible for any consequences arise out of it.



A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "VAPI" in the center, "VAPI" at the top, and "VAPI" at the bottom. There are also small stars on either side of the bottom "VAPI".