

Exclusive Distribution Agreement

This Agreement is made and entered into this date of June 12th, 2018 by and between **PIOLAX MEDICAL DEVICES, INC.**, a corporation duly organized and existing under the laws of Japan, with its registered office in 51 Iwai-cho, Hodogaya-ku, Yokohama-shi, Kanagawa, 2400023, Japan (the “Supplier”), and **JSC MedGo** a corporation duly organized and existing under the laws of the **Lithuania** with its registered office in **Maumedziu str. 25-6, 08460 Vilnius, Lithuania** (the “Distributor”).

RECITALS:

- A. Supplier manufactures Products (as hereinafter defined in Article 1 (e)) for sale, and desires to appoint an exclusive distributor to sell Products in the Territory (as hereinafter defined in Article 1 (g)); and
- B. Distributor has substantial marketing experience and wishes to act as the Supplier’s distributor for the Products in the Territory.

THEREFORE, the parties hereby agree as follows:

Article 1. DEFINITIONS

In this Agreement, the following terms shall have the meaning set forth in this Article:

- (a) “Business Day” means any day that is not designated by law as public holiday and is not a Saturday or a Sunday in Japan.
- (b) “Competent Authority” means the authority who gives approval and license required to import, sell and distribute Products in the Territory and the authority who receives any claim related to the Products.
- (c) “Fiscal Year” means the annual period of twelve months corresponding to the fiscal year of Piolax; regardless of the date of this Agreement, however, the First Fiscal Year ends on March 31 in the next calendar year.
- (d) “Intellectual Property” means any Trademark, copyright, patent, trade dress, trade name, registered design or other intellectual property right relating to the Products.
- (e) “Products” means those Supplier’s products listed on Appendix 1, which may be amended from time to time according to the procedures provided in Article 18 of this Agreement.
- (f) “Sales Commitment” means the minimum number of Products that must be purchased from and fully paid to the Supplier by the Distributor for each Fiscal Year period.
- (g) “Sales Specification” means a document which is issued by the Supplier and specifies the specification of each Product.
- (h) “Territory” means the geographic areas listed on Appendix 2.
- (i) “Trademark” means any trademark and logo used by the Supplier on or in relation to the Products.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

PIOLAX MEDICAL DEVICES, INC.

JSC MedGo

Date: 12 July 2018

Date: 04 July 2019

Signature: 

Signature: 

Printed Name: Takeshi Ishikawa

Printed Name: Aidás Kudarauskas

Title: Director QA

Title: Managing director