

DISTRIBUTORSHIP AGREEMENT

This Agreement, made and entered into this 1 of March, 2017 by and between **MANI, INC.**, a corporation duly organized and existing under the laws of Japan and having its principal place of business at 8-3 Kiyohara Industrial Park, Utsunomiya, Tochigi, 321-3231 Japan (hereinafter called the "Supplier"), and **MB PROTINGI MEDICINOS SPRENDIMAI**, a corporation duly organized and existing under the laws of the Lithuania and having its principal place of business at Verkiu sodu 5-oji str. 106, Vilnius, Lithuania (hereinafter called the "Distributor"),

WITNESSETH:

WHEREAS, Supplier is engaged in the manufacture and sale of certain products hereinafter defined, and

WHEREAS, Distributor is desirous of importing from Supplier and reselling the said products in the territory hereinafter described.

NOW, THEREFORE, it is mutually agreed as follows:

Article 1. Products

"Products" shall mean ManilerAZ, ManiplerDSX, Manipler Remover, Skin Staple Remover and MANI Stainless Wire Needle, Sterile.

Article 2. Territory

"Territory" shall mean Lithuania and Latvia.

Article 3. Appointment

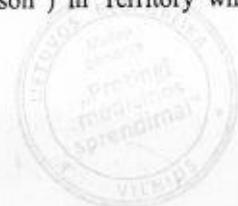
Subject to the terms and conditions herein set forth, Supplier hereby appoints Distributor as its distributor of Products in Territory and grants Distributor the right to purchase Products from Supplier for resale in Territory, and Distributor accepts and assumes such appointment.

Article 4. Relationship between the Parties

The relationship hereby established between Supplier and Distributor shall be solely that of seller and buyer, and Distributor shall be in no way the representative or agent of Supplier for any purpose whatsoever, and shall have no right or authority to create or assume any obligation or responsibility of any kind, express or implied, in the name of or on behalf of Supplier or to bind Supplier in any manner whatsoever.

Article 5. Restriction on Competitive Transaction

5.1 (Re-exportation) Distributor shall sell Products only in Territory, and without the prior written consent of Supplier shall not, directly or indirectly, regardless packaging or non-packaging, (i) resell or re-export Products to any place or country outside Territory, (ii) nor shall resell Products to any person, firm or corporation (hereinafter abbreviated as "person") in Territory whom



IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement in English to be signed and sealed by their duly authorized officers or representatives on the date first above written.

MANI, INC.	MB PROTINGI MEDICINOS SPRENDIMAI
By: <u>河又 義人</u>	By: <u>[Signature]</u>
Name: <u>Yoshihito Kawamata</u>	Name: <u>Bali Tauraito</u>
Title: <u>Manager</u>	Title: <u>Manager</u>

