

Alcon Pharmaceuticals Ltd.

Contract Number: 199711

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**DISTRIBUTION AGREEMENT**

**BY AND BETWEEN**

**ALCON PHARMACEUTICALS LTD.**

**AND**

**UAB FIGARO**

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## DISTRIBUTION AGREEMENT

This Distribution Agreement (“**Agreement**”) is entered into as of 1<sup>st</sup> April 2019 (“**Effective Date**”) by and between **Alcon Pharmaceuticals Ltd**, a company incorporated under the laws of Switzerland, located at Rue Louis-d’Affry 6, 1701 Fribourg, Switzerland (hereinafter referred to as “**Alcon**”) and **UAB Figaro**, a company incorporated under the laws of Lithuania, located at Savanoriu ave. 151-1, LT-50174 Kaunas, Lithuania (hereinafter referred to as “**Distributor**”). Alcon and Distributor may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Alcon and its Affiliates have the rights to promote, market, sell and/or otherwise distribute the Product in the Territory;

WHEREAS, Distributor is engaged in the business of importation, warehousing and distribution of surgical and instrumentation products and has the capability, experience, facilities and resources to import, warehouse, distribute, and sell the Product in the Territory; and

WHEREAS, Distributor wishes, and Alcon is willing to appoint Distributor, to import, warehouse, distribute and sell the Product in the Territory in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Alcon and Distributor agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** For the purposes of this Agreement, the following terms will have the following meanings:

“**Accounting Standards**” with respect to Distributor will mean that Distributor will maintain records and books of accounts in accordance with the accounting standards applicable in the Territory.

“**Affiliate**” means, with respect to a Party, any corporation, joint venture, or other business entity that controls, is controlled by, or is under common control with such Party. For the purpose of this definition, “control” will mean, direct or indirect, ownership of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby the entity or person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity, or the ability to cause the direction of the management or policies of a corporation or other entity.

“**Business Day**” means a day which is not a Saturday, Sunday or a public holiday in the Territory and/or Switzerland.

“**Calendar Quarter**” means the respective periods of three (3) consecutive calendar months ending on 31st March, 30th June, 30th September and 31st December.

“**Calendar Year**” means a period of twelve (12) consecutive calendar months ending on 31st December.

“**Change of Control**” means any of the following events: (a) any Third Party (or group of Third Parties) becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the total voting power of the ownership interests then

IN WITNESS WHEREOF, the parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

ALCON PHARMACEUTICALS LTD

UAB FIGARO

By: [Signature]

Name: \_\_\_\_\_

Title: Roger Quadri  
Authorized Signatory

Date: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Title: Lawrence ST. John  
Authorized Signatory

Date: \_\_\_\_\_

By: [Signature]

Name: Direktorius  
Gintaras Radzevičius

Title: \_\_\_\_\_

Date: 2018 \_\_\_\_\_



ALCON PHARMACEUTICALS LTD.  
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