

INTERNATIONAL DISTRIBUTOR AGREEMENT

FOR YOUR
REVIEW

This International Distributor Agreement (hereinafter referred to as this "Agreement") is entered into and effective as of the 27 day of NOVEMBER, 2013 (hereinafter referred to as the "Effective Date") by and between Teledyne Analytical Instruments, a business unit of Teledyne Instruments, Inc., having its principal place of business located at 16830 Chestnut Street, City of Industry, California 91748-1020, United States of America (hereinafter referred to as "Manufacturer"), and Viamed Limited, having its principal place of business located at 15 Station Road, Cross Hills, Keighley, West Yorkshire BD20 7DT, United Kingdom (hereinafter referred to as "Distributor"). Manufacturer and Distributor are sometimes referred to herein individually as a "Party" and jointly as the "Parties".

In consideration of the representations, covenants, and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows.

1. Term of Agreement

1.1 This Agreement is effective as of the Effective Date specified above and, unless terminated earlier pursuant to the termination provisions specified herein, shall expire three (3) years after the Effective Date (hereinafter referred to as the "Term").

2. Appointment and Acceptance

2.1 Manufacturer hereby appoints Distributor as its exclusive and nonexclusive distributor authorized to solicit and accept orders for the specific products and/or services of Manufacturer set forth in Schedule A, Scope of Services, attached hereto and incorporated by reference (hereinafter referred to as "Products"), from any prospective third party customer (hereinafter referred to as "Customer") located in the geographical territory comprised of the countries of **Medical Exclusive:** Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland and United Kingdom; **Medical Nonexclusive:** Egypt, Turkey, Saudi Arabia, Israel, Kuwait, Oman, Qatar and Bahrain; **Automotive Nonexclusive:** Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland, United Kingdom, Egypt, Turkey, Saudi Arabia, Israel, Kuwait, Oman, Qatar and Bahrain (hereinafter referred to as the "Territory"), subject to the restrictions set forth in the Export Controls Section of this Agreement and Schedule A, Scope of Services, as applicable.

2.2 Distributor hereby agrees that it shall not actively seek Customers or solicit or accept orders for Products in any geographical territory other than the authorized Territory as defined above, or in violation of the Export Controls Section of this Agreement and Schedule A, Scope of Services, as applicable. Manufacturer has the right, from time to time, at its sole discretion, to change the scope of the Territory upon providing thirty (30) days prior written notice to Distributor. Distributor hereby acknowledges and agrees that it neither has, nor shall it acquire, any vested or proprietary right or interest with respect to the Territory or Customers in the Territory.

2.3 By signing this Agreement, Distributor hereby accepts its appointment hereunder upon the terms and conditions specified herein.

3. Obligations and Responsibilities of Distributor

3.1 Distributor hereby agrees that it shall satisfy the following obligations and responsibilities at all times during the Term of this Agreement:

- (a) Distributor, and any of its employees involved in the performance of this Agreement, shall conduct themselves in a manner consistent with the high ethics, image, reputation, and credibility of Manufacturer and the Products, and shall not engage in any activities that reflect adversely on Manufacturer or the Products or could be prejudicial to Manufacturer's goodwill or commercial interests.
- (b) Distributor shall not engage in any unfair trade practices, nor make any false or misleading representations with respect to Manufacturer or the Products. Distributor shall refrain from communicating any information with respect to the functions, capabilities, operation, performance, use, guarantees, or warranties of the Products, except as such are expressly authorized by Manufacturer or as set forth in Manufacturer's authorized literature or other promotional materials.
- (c) Distributor, in connection with this Agreement, shall describe itself in all dealings with Customers and Products and in all associated advertising, literature, and promotional materials as an authorized distributor of Manufacturer, as applicable.
- (d) Except as authorized by Manufacturer, Distributor shall not act in a way which incurs any liabilities on behalf of Manufacturer nor pledge the credit of Manufacturer.
- (e) Distributor hereby agrees to use reasonable commercial efforts to diligently promote the sale of Manufacturer's Products in the Territory. Distributor further agrees to cooperate fully and assist Manufacturer in maximizing Manufacturer's success within the Territory.
- (f) Distributor shall perform the additional services delineated in Schedule A, Scope of Services (hereinafter referred to as "Services"), as applicable.
- (g) In the event Distributor becomes aware of any actual or potential claim of any nature relating to this Agreement against Manufacturer by any person or entity, Distributor shall promptly notify Manufacturer of same.
- (h) Distributor shall not take part in any dispute or commence or defend any court or other dispute resolution proceedings or settle or attempt to settle or make any admission concerning any such proceedings on Manufacturer's behalf.
- (i) Distributor shall bear the entire responsibility for any and all expenses incurred in connection with its business and any and all expenses, costs, and charges it incurs in the performance of its obligations under this Agreement (including, but not limited to, lease-holding expenses, salaries, utilities, third party services, advertising, and travel expenses), and Manufacturer shall not be obligated to pay any such expenses or to reimburse Distributor therefore.

4. Scope and Limitations of Distributor's Authority

- (a) Distributor shall place its orders for Products with Manufacturer promptly upon receipt of corresponding orders from Customers, provided, however, that all such orders are subject to Manufacturer's approval and acceptance, which shall not be unreasonably withheld or delayed.
- (b) Unless expressly authorized elsewhere in this Agreement, Distributor shall not deliver or tender, or cause to be delivered or tendered, any Products outside of the Territory.

- (c) If Distributor receives an order from a Customer not located within the Territory, Distributor shall not accept such order and shall immediately refer the order to Manufacturer.
- (d) Prices, credit terms, sales programs, and Manufacturer's Terms and Conditions of Sale between Manufacturer and Distributor shall be those adopted by Manufacturer from time to time at its sole discretion. Distributor shall have no authority to modify any such prices, credit terms, sales programs, or Terms and Conditions of Sale or to authorize any Customer to return the Products to Manufacturer for credit, or to obligate or bind Manufacturer in any other manner.
- (e) Unless expressly authorized herein, Distributor shall not enter into any agreements or contracts or make any commitments in the name of, or on behalf of, Manufacturer, or to bind Manufacturer in any respect.
- (f) Distributor shall not obligate or purport to obligate Manufacturer by issuing or making any warranties or guarantees with respect to the Products to any third party in excess of Manufacturer's published warranty.
- (g) Distributor shall not employ, engage, or use other sales representatives, distributors, consultants, or any other third parties (hereinafter referred to as "Subcontractors") to perform any of its obligations under this Agreement without the prior written consent of Manufacturer. Notwithstanding Manufacturer's consent to use Subcontractors, Distributor shall be fully liable and responsible for the acts and performance of its Subcontractors and for ensuring its Subcontractors fully comply with all of the obligations and requirements of this Agreement.

5. Prices and Payment Terms

5.1 Manufacturer shall sell its Products to Distributor at its established distributor prices, F.O.B. Manufacturer's designated facility (for domestic shipments) and FCA Manufacturer's designated facility in accordance with the version of Incoterms in effect as of the date of delivery (for international shipments), as set forth in Schedule B, Prices and Payment Terms, attached hereto and incorporated by reference.

5.2 Unless agreed otherwise by the Parties in writing, all prices, invoices, and related transactions shall be in United States Dollars.

6. Export Controls

6.1 The ultimate shipment of orders, delivery of technical information, and provision of technical services to Distributor, Customers, and end-users is subject to the right and ability of Manufacturer to make the sales under all decrees, statutes, rules, and regulations of the Government of the United States of America and, if export or re-export of the Product is contemplated, the government(s) of the country or countries of the Product's end-user, presently in effect, or which may be in effect hereafter, which govern exports, re-exports, or otherwise pertain to export controls, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR) and the U.S. Department of State International Traffic in Arms Regulations (ITAR). Any order that has been accepted by Manufacturer but that cannot be fulfilled due to law or regulations shall be considered to have been rejected when submitted to Manufacturer for acceptance and, in such case, Manufacturer shall notify Distributor of same in a timely manner.

6.2 Distributor hereby agrees that unless it is expressly authorized by a U.S. Department of Commerce or a U.S. Department of State export license or approval, as applicable, Distributor shall not, directly

or indirectly, transfer, sell, export, re-export, distribute, or otherwise dispose of Manufacturer's Products or related technical information to or in any of the following:

- (a) any U.S.-sanctioned, embargoed, or prohibited countries which, as the Effective Date of this Agreement, include Cuba, Iran, Libya, North Korea, Sudan, and Syria, and any other countries that may be designated from time to time by the U.S. Department of Commerce, U.S. Department of State, or U.S. Department of the Treasury; or
- (b) any person, entity, organization, or other party identified on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List (available at www.bis.doc.gov), U.S. Department of State's Debarred Persons List (available at www.pmddtc.state.gov), or the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List (available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

6.3 Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce or a U.S. Department of State export license or approval, Distributor shall not, directly or indirectly, transfer, sell, export, re-export, distribute or otherwise dispose of Manufacturer's Products or related technical information to any person entity, organization or other party engaged in any of the following:

- (a) nuclear explosive activities, including research on, or development, design, manufacture, construction, testing or maintenance of, any nuclear explosive device or components or subsystems of such a device;
- (b) unsafeguarded nuclear activities, including research, development, design, manufacture, construction, operation, or maintenance of any nuclear reactor, critical facility for the fabrication of nuclear fuel, facility for the conversion of nuclear material from one chemical form to another, or separate storage installation;
- (c) safeguarded and unsafeguarded nuclear fuel cycle activities, including research on or development, design, manufacture, construction, operation, or maintenance of facilities for the chemical processing of irradiated special nuclear or source material, facilities for the production of heavy water, facilities for the separation of isotopes, or facilities for the fabrication of nuclear reactor fuel;
- (d) design, development, production, or use of rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles (including cruise missile systems, target drones and reconnaissance drones); or
- (e) design, development, production, stockpiling, or use of any chemical or biological weapons.

6.4 Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce or a U.S. Department of State export license or approval, as applicable, Distributor shall not, directly or indirectly, transfer, sell, export, re-export, distribute, or otherwise dispose of Manufacturer's Products or related technical information to military end-users, or for military end-uses, in any U.S.-sanctioned, embargoed, or prohibited countries which, as the Effective Date of this Agreement, include Cuba, People's Republic of China, Democratic Republic of Congo, Haiti, Iran, North Korea, Rwanda, Sierra Leone, Somalia, Sudan, Syria, Vietnam, Belarus, Venezuela, Burma (Myanmar), Sri Lanka, Afghanistan, Libya, Iraq, Ivory Coast, Liberia, and Lebanon.

6.5 As used in this Section:

- (a) A "military end-user" means the national armed services (army, navy, marine, air force, or coast guard), national guard, national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or function are intended to support "military end-uses."
- (b) A "military end-use" means incorporation, production, development, maintenance, operation, installation, or deployment of items described on the U.S. Munitions List, the International Munitions List, or certain categories on the U.S. Control List (each such List available at http://pmddtc.state.gov/regulations_laws/itar.html).

6.6 The Products may not be sold in connection with United States Government Foreign Military Sales (FMS) or Foreign Military Finance (FMF) transactions.

6.7 Distributor understands that the U.S. Department of Commerce, U.S. Department of State, and U.S. Department of the Treasury may from time to time make changes to the (a) U.S.-sanctioned, embargoed, or prohibited countries, (b) Denied Persons List, Entity List, and Unverified List, and (c) the Specially Designated Nationals and Blocked Persons List, as applicable. In order to fully comply at all times with its obligations under this Agreement, Distributor hereby understands and agrees that it is at all times responsible for identifying and complying with any and all such changes.

7. Compliance with Law

7.1 Distributor hereby covenants that all of its activities under or pursuant to this Agreement do and shall comply with all applicable laws, rules, and regulations. Distributor represents and warrants to Manufacturer that it is, and shall be at all times during the Term of this Agreement, registered as an agent with all applicable government authorities if such registration is required in the Territory or jurisdiction of Distributor's principal place of business. The Parties agree that in addition to any required governmental approval, approval of this Agreement may be required by some or all of the Customers and that the disclosure of this Agreement may be appropriate even though approval is not required. As such, either Party may disclose all or any part of this Agreement to third parties under the circumstances described in this Section.

8. FCPA and No Corrupt Practices

8.1 Distributor hereby warrants and represents to Manufacturer that it does and shall comply with the provisions of the U.S. Government's Foreign Corrupt Practices Act of 1977 ("FCPA") (15 U.S.C. §§ 78dd-1, et seq.) and any equivalent anti-corruption laws, regulations, or statutes in the Territory and in the jurisdiction of Distributor's place of business.

8.2 Distributor hereby warrants and represents to Manufacturer that no portion of any monies paid or payable to Distributor in connection with this Agreement shall, directly or indirectly, whether in cash or in kind, be paid, received, transferred, loaned, offered, promised, or furnished (hereinafter collectively described as "paid"):

- (a) to or for the use of any officer or employee of any government or any department, agency, instrumentality, corporation, or any entity controlled thereby, or any political party or official of a political party, or any candidate for a political office, or any person acting for or on behalf of any of the foregoing, or any person or firm who has paid or will pay any portion thereof to any of the foregoing, for the purpose of improperly obtaining or retaining business, or obtaining any improper advantage for or with, or directing business to, any person or entity; or

- (b) to or for the use or benefit of any officer or employee of any government or any department, agency, instrumentality, corporation, or any entity controlled thereby for the purpose of facilitating the performance of duties of a non-discretionary nature, including, but not limited to, processing applications and papers, issuing permits, and other actions of an official, in order to expedite the performance of such duties (commonly referred to as "grease payments" or "facilitation payments"), even if such payments are of a nominal value or considered customary, routine, or arguably permitted under the FCPA, or
- (c) to or for the use or benefit of any individual, partnership, corporation, or other entity, or any officer or employee thereof, for the purpose of obtaining or retaining business for or with, or directing business to, any person or entity; or
- (d) in any other manner which violates the tax, currency, exchange, commercial bribery, or other laws, statutes, and regulations within the jurisdiction of the United States, the Distributor's principal place of business, or the Territory.

8.3 Distributor must maintain complete and accurate records of all payments of any kind made by Distributor from or with respect to commissions, service fees, or other payments. Distributor must also maintain records reflecting payments, and their disposition, received from Manufacturer. Distributor acknowledges that the records shall be subject to inspection and audit by Manufacturer at any time upon Manufacturer's request.

8.4 Distributor hereby acknowledges that it has been furnished a copy of Teledyne Technologies Incorporated's "Ethics Code of Conduct for Service Providers" and "Anti-Corruption Summary" booklets. By signing this Agreement, Distributor certifies that Distributor and its personnel having any responsibility for implementation or performance under this Agreement have read and understand the contents of the booklets and shall comply with the standards set forth therein. Distributor certifies that Distributor has executed the certifications in the booklets and has returned the original certifications to Manufacturer and has retained the booklets for reference.

9. Relationship with Government Controlled Entities

9.1 Distributor must notify Manufacturer in a timely manner if any principal officers, owners, or close family members of Distributor currently serve in or represent, or begin to serve in or represent during the Term of this Agreement, any government controlled entities in the Territory or in the United States.

10. Trademarks, Service Marks, and Tradenames

10.1 The term "Trademarks" as used in this Agreement means Manufacturer's trademarks, logos, service marks, tradenames, or any names closely resembling same.

10.2 Distributor hereby agrees that it shall not, without the prior express written authorization of Manufacturer, use Manufacturer's Trademarks (a) as part of Distributor's corporate or business name, or in any manner Manufacturer, in its sole discretion, may consider misleading or otherwise objectionable; or (b) on its business cards, letterhead, or any other materials it creates or uses (hereinafter referred to collectively as "Materials").

10.3 All requests for such usage must be accompanied with a sample of the Materials reflecting the specific Trademark or company name to be used as well as all other content to be included on the Materials. Any Materials that include Manufacturer's Trademarks or company names must include a statement that properly characterizes the role of Distributor as an independent distributor for Manufacturer's Products. Any such Materials may not imply or otherwise give the appearance that Distributor is an employee or affiliate of Manufacturer.

10.4 Distributor may, during the Term of this Agreement, use Manufacturer's Trademarks on a non-exclusive basis, solely for display or advertising purposes in connection with the solicitation of orders for the Products. In such event Distributor hereby agrees to:

- (a) only use Manufacturer's Trademarks in compliance with all relevant laws and regulations of and within the United States and the jurisdiction of Distributor's principal place of business;
- (b) accord Manufacturer the right to inspect Distributor's facilities used in connection with efforts to solicit orders for the Products in the Territory during normal business hours, with prior notice, to confirm that Distributor's use of the Trademarks is in compliance with this Agreement;
- (c) not modify any of the Trademarks in any way and not use any of the Trademarks in connection with or on any goods or services other than the Products;
- (d) not infringe any Trademarks of Manufacturer or any of its affiliates by unauthorized use, either alone or in combination with other marks or names;
- (e) not adopt or use, or register as its own trademarks in any jurisdiction, any words, phrases, portions, combinations, foreign language equivalents, or similar variations of any Trademarks of Manufacturer or any of its affiliates;
- (f) not use Manufacturer's Trademarks or the word "Teledyne" in any of its Internet domain names;
- (g) not jeopardize Manufacturer's or its affiliates' rights and/or goodwill associated with the Trademarks;
- (h) not acquire or claim any independent right, title, or interest in any Trademarks of Manufacturer or any of its affiliates unless expressly conveyed in writing by Manufacturer; and
- (i) not contest the rights of Manufacturer and its affiliates in any of their respective Trademarks or assist or encourage any other third party to do so.

10.5 If Manufacturer has a good faith reason to believe that Distributor is not complying with the requirements of this Section, Manufacturer may suspend Distributor's right to use the Trademarks until Distributor has given Manufacturer adequate assurances that it has taken protective measures and that it shall thereafter comply with the requirements of this Section. Distributor's noncompliance with the requirements of this Section constitutes a material breach of this Agreement for purposes of possible termination by Manufacturer.

10.6 Distributor must promptly notify Manufacturer in writing of any possible infringement of the Trademarks, including infringement by any third party, or any disputes relating to or arising out of the Trademarks, as soon as Distributor becomes aware of them. Distributor shall further cooperate and render reasonable assistance to Manufacturer for the protection of the Trademarks, including, but not limited to, executing and filing user agreements as requested by Manufacturer from time to time.

10.7 Upon the expiration or termination of this Agreement, Distributor:

- (a) has no further rights to use the Trademarks in any manner;
- (b) must immediately cease and desist further use of the Trademarks;

- (c) must not adopt or use any Trademark or any portions, combinations, foreign language equivalents, or similar variations of the Trademarks which are confusingly similar thereto;
- (d) shall take any steps or acts requested by Manufacturer for establishing that Distributor has no further rights in any of the Trademarks; and
- (e) shall continue to be bound by the provisions of this Section.

11. Confidential and Proprietary Information

11.1 Each Party (the "Receiving Party") shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information, as defined herein, furnished to it by the other Party (the "Disclosing Party") in connection with this Agreement without the Disclosing Party's prior written consent. "Confidential Information" as used herein includes, but is not limited to, business, financial, statistical, and commercial information, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that:

- (a) is or becomes generally available in the public domain without Receiving Party's breach of this Agreement;
- (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when such source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation with Disclosing Party;
- (c) was known to or contained in the records of the Receiving Party at the time of disclosure and can be so demonstrated by Receiving Party with written evidence;
- (d) was independently developed by Receiving Party without reference to the Confidential Information, and Receiving Party can verify development of such information by written documentation; or
- (e) must be disclosed pursuant to court order or as otherwise compelled by applicable law.

11.2 Receiving Party may disclose Disclosing Party's Confidential Information only to those of its employees that (i) have been informed of the confidentiality obligations hereunder, and (ii) have a specific need to know in order to perform their duties under this Agreement. Receiving Party and its employees may not use Disclosing Party's Confidential Information for any purpose other than in connection with its obligations and duties under this Agreement. Each Party is responsible and liable for any material breach of this Section by its employees.

11.3 Receiving Party shall return to Disclosing Party, at its sole expense, all Confidential Information as soon as practicable after the date of expiration or termination of this Agreement. All Confidential Information remains the exclusive property of Disclosing Party during the Term of this Agreement and thereafter.

11.4 Receiving Party's obligations with respect to the use, nondisclosure, and protection of Confidential Information received from Disclosing Party in connection with this Agreement shall survive the expiration or termination of this Agreement and continue for a period of ten (10) years from the later of (i) the date of expiration of this Agreement, or (ii) the date of termination of this Agreement, or such other period as the Parties may agree.

11.5 Without limiting the generality of the foregoing, the terms and conditions of this Agreement are deemed to be Confidential Information.

12. Publicity

12.1 Distributor shall obtain Manufacturer's prior written consent before using in any manner any literature, business cards, letterhead, advertising, and any similar materials that identify or refer to Manufacturer or the Products or that use in any manner Manufacturer's Trademarks as defined herein. Distributor hereby agrees that any publicity or advertising that it desires to release in which Manufacturer is identified in connection with the Products shall be in accordance with the terms of this Agreement and with information and data Manufacturer has furnished in connection with this Agreement. Copies of all publicity and advertising developed and/or used by Distributor shall be forwarded promptly to Manufacturer.

13. Force Majeure

13.1 Any delay or failure of either Party (hereinafter referred to in this Section as the "Affected Party") to perform its obligations under this Agreement shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of the Affected Party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, material, labor, equipment, or transportation, or court injunction or order (each hereinafter referred to as a "Force Majeure Event"). In such event, the Affected Party shall notify the other Party (hereinafter referred to in this Section as the "Other Party") in writing as soon as possible but in no event more than five (5) days after the occurrence of the Force Majeure Event. Such notice shall specify the cause, nature, effects, and anticipated duration of the Force Majeure Event.

13.2 In the event of the occurrence of a Force Majeure Event, the Affected Party shall (a) suspend performance only to the extent, and only for the period of time, reasonably necessary as a result of the Force Majeure Event, and (b) use reasonable commercial efforts to resume its performance as promptly as possible.

13.3 Upon cessation of the Force Majeure Event, the Affected Party shall promptly resume its performance under this Agreement and, if mutually agreed by the Parties in writing, the Term of this Agreement shall be extended for a period not to exceed the lesser of (a) the duration of the Force Majeure Event, or (b) ninety (90) days; provided however, that the Other Party may terminate this Agreement if the Affected Party's delay or inability to perform its obligations under this Agreement continues for more than ninety (90) days after the occurrence of the Force Majeure Event.

13.4 Notwithstanding the above, neither Party is relieved of any liability for any delay or failure to perform its defense obligations with respect to third party intellectual property rights.

14. Indemnification

14.1 Distributor shall indemnify, protect, and save Manufacturer, Manufacturer's subsidiaries, affiliates, officers, directors, and employees (hereinafter referred to as the "Manufacturer Indemnitees") harmless from all liabilities, costs, expenses, claims, demands, suits, or actions, including reasonable attorney's fees, incurred in connection therewith, which may be asserted against Manufacturer Indemnitees for any kind of damage, including, but not limited to, damage or injury to property or persons which may be sustained by any third party or any Manufacturer Indemnitees occurring out of, or incident to, the conduct of Distributor's performance under this Agreement, including, but not limited to, any independent representations of Distributor.

14.2 To the extent permitted by law, Distributor, for itself and on behalf of its officers, directors, and employees, hereby waives any rights that may be granted to it or to them under the laws and regulations of the United States or of any jurisdiction(s) within Distributor's principal place of business or otherwise which are

inconsistent with the terms and conditions of this Agreement. Distributor hereby indemnifies and holds Manufacturer harmless from and against any and all claims, costs, damages, and liabilities whatsoever asserted by any officer, director, employee, or representative of Distributor under any applicable termination, labor, social security, or other similar laws or regulations of any jurisdiction.

15. Limitation of Liability

15.1 Notwithstanding any other Section or provision of this Agreement, under no circumstances shall either Party be liable for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damages of an indirect or consequential nature arising out of or related to its performance under this Agreement, whether based upon breach of this Agreement, warranty, or negligence, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages.

15.2 Manufacturer's total liability, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations under this Agreement, is limited to no more than the amount paid by Distributor to Manufacturer against Distributor's or Customer's order under which such claim arises. To the extent that this limitation of liability conflicts with any other Section or provision of this Agreement, such Section or provision shall be regarded as amended to whatever extent required to make such Section or provision consistent with this Section.

16. Termination

16.1 This Agreement automatically terminates immediately in the event either Party (a) files, or has filed against it, an application in bankruptcy, (b) has a receiver appointed, or (c) makes a general assignment for the benefit of creditors.

16.2 Manufacturer, at its sole discretion, may terminate this Agreement immediately in the event Distributor:

- (a) fails to comply with its obligations under the Trademarks, Service Marks, and Tradenames Section of this Agreement;
- (b) fails to comply with its obligations under the Confidential and Proprietary Information Section of this Agreement;
- (c) fails to meet its minimum purchases requirements (if applicable) under this Agreement;
- (d) fails to conduct itself in a manner consistent with the high image, reputation, and credibility of Manufacturer and the Products or engages in any activities that reflect adversely on Manufacturer or the Products;
- (e) engages in any unfair trade practices with respect to Manufacturer or the Products, makes any false or misleading representations with respect to Manufacturer or the Products, or violates any applicable laws, rules, and regulations;
- (f) is identified on the (a) U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, (b) the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List, or (c) the U.S. Department of State's Debarred Persons List; or
- (g) makes or undergoes any significant changes to the status of any of Distributor's key principals or employees involved in the performance of this Agreement, including, but

not limited to, termination of employment, suspension, or reassignment, and any such changes that are reasonably determined by Manufacturer to not be in its best interests.

16.3 This Agreement may be terminated by either Party to this Agreement (hereinafter referred to as the "Terminating Party") if:

- (a) the Terminating Party is not itself in material breach or default of this Agreement; and
- (b) the other Party (hereinafter referred to as the "Breaching Party") materially breaches any material term or condition, or defaults in the performance, of this Agreement, or breaches any covenant or warranty made by it in this Agreement and the material breach or default remains uncured for a period of ten (10) calendar days after written notice to cure such material breach or default is provided by the Terminating Party to the Breaching Party pursuant to this Section.

16.4 Either Party to this Agreement may terminate this Agreement at any time and without cause upon giving the other Party at least thirty (30) days prior written notice of termination.

16.5 Unless expressly agreed otherwise in this Agreement, in the event of expiration or termination of this Agreement pursuant to this Section, Manufacturer has no obligation to Distributor, or to any employee of Distributor, for compensation or for damages of any kind, including, but not limited to, the loss by Distributor of present or prospective sales, investments, profits, compensation, or goodwill.

16.6 Upon the expiration or termination of this Agreement, Distributor shall:

- (a) immediately and forever thereafter cease to promote, market, advertise, solicit, or accept orders for Manufacturer or Manufacturer's Products;
- (b) not represent in any manner that it is a distributor or is otherwise associated with Manufacturer or Manufacturer's Products in any capacity or manner;
- (c) return or cause to be returned to Manufacturer, upon Manufacturer's written instructions, any and all demonstration products, sales promotion materials, and other materials which are the property of Manufacturer and which have not been expended or consumed in connection with Distributor's performance under this Agreement; and
- (d) provide Manufacturer, within ten (10) days after expiration or termination of this Agreement, a list of active quotations, proposals, and pending sales (hereinafter referred to as the "List of Pending Orders").

16.7 In the event Distributor has any unsold inventory of Manufacturer's Products on hand as of the date of termination of this Agreement, Manufacturer, in its sole discretion, shall either:

- (a) authorize Distributor to continue soliciting and accepting orders for such Products after the termination of this Agreement until such inventory is depleted, or
- (b) authorize Distributor to return such Products to Manufacturer, in which case Manufacturer shall refund to Distributor the original purchase price of such Products, provided such Products are in a new, undamaged, and saleable condition.

16.8 Termination of this Agreement for any reason shall not affect any rights or liabilities accrued at the date of termination.

17. Terms and Conditions of Sale

17.1 Manufacturer's Terms and Conditions of Sale, as provided and available on Manufacturer's Internet Website, shall apply to all quotations and proposals made to, and all orders placed by, Distributor. Manufacturer's acceptance of any and all orders placed by Distributor, and any changes or amendments thereto, is expressly conditioned upon Distributor's assent to these terms and conditions. Unless expressly agreed to in writing by a duly authorized representative of Manufacturer, Manufacturer objects to, and shall not be bound by, any terms or conditions that differ from or add to Manufacturer's Terms and Conditions of Sale. In the event that Manufacturer modifies its Terms and Conditions of Sale, the revision in effect at the time of order placement shall apply. The Internet address of Manufacturer's Internet Website is delineated on Schedule C, Notices, attached hereto and incorporated by reference.

18. Governing Law

18.1 This Agreement is written and construed in the English language and its interpretation in any judicial or arbitration proceedings shall be in accordance with the meaning of the words and phrases in the United States, and performance of the Parties is construed and governed in accordance with the laws of the State of California, United States of America, excepting its laws and rules relating to conflict of law. Neither (a) the United Nations Convention on Contracts for the International Sale of Goods, (b) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (c) the Protocol Amending the 1974 Convention done at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of this Agreement.

19. Disputes and Arbitration

19.1 The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to this Agreement, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in the City of Industry, California, United States, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award and/or decision of the arbitrator shall (a) state the reasons upon which the award is based and (b) shall be final and binding upon the Parties. The expense of the arbitration, including, but not limited to, the award of attorneys' fees to the prevailing Party, shall be paid as the arbitrator determines. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall be instructed that no award may be made of consequential, punitive or multiple damages.

19.2 Distributor consents to the operation of this Section and irrevocably waives its sovereign immunity from all actions or proceedings in connection with any arbitration or post-arbitral enforcement.

20. Relationship of the Parties

20.1 Manufacturer and Distributor are independent contractors. The relationship between Manufacturer and Distributor is neither that of employer and employee nor does this Agreement intend or deem to establish any partnership or joint venture of any kind.

21. Modifications to Agreement

21.1 Except where Manufacturer has the unilateral right to make changes to this Agreement as specified herein, no modification or change may be made to this Agreement except by written instrument signed by duly authorized representatives of Manufacturer and Distributor.

22. Notices

22.1 All notices given under this Agreement shall be in writing addressed to the Parties at their respective addresses as set forth in Schedule C, Notices. All notices, demands or other communications required or permitted to be given or made shall be in writing and delivered personally or sent by prepaid mail, facsimile, cable, email, or courier addressed to the intended recipient at its address or at its electronic address. Regardless of the method of transmittal, the sending Party is responsible for obtaining a return receipt for the notice, demand, or communication.

22.2 Either Party may change its address or its facsimile number for purposes of this Agreement by giving the other Party written notice of its new address.

23. Assignment

23.1 This Agreement may not be assigned, delegated, sublicensed, or transferred, whether by operation of law or otherwise, by either Party, without the written consent of the other Party, and any attempted assignment, delegation, sublicense, or transfer without such written consent is void and of no effect, provided, however, that consent is not required with respect to any assignment, delegation, sublicense, or transfer of this Agreement or the rights of Manufacturer to Teledyne Technologies Incorporated or any of its respective subsidiaries or affiliates or to any purchaser of all, or substantially all, of Manufacturer's assets. This Agreement is binding upon, and inures to the benefit of, the permitted successors and assigns of Manufacturer and Distributor.

24. Waiver

24.1 None of the terms, conditions, or provisions of this Agreement shall be waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by a duly authorized representative of the Party entitled to the benefit of the term, condition, or provision. Further, the waiver by either Party of any right hereunder or the failure to enforce at any time any of the terms and conditions of this Agreement, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other Party.

25. Severability

25.1 If any term, condition, or provision of this Agreement is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

26. No Rights by Implication

26.1 This Agreement grants no rights or licenses with respect to Manufacturer's Products or Trademarks other than those rights or licenses expressly granted in this Agreement.

27. Order of Precedence

27.1 In the event of a conflict between this Agreement and Manufacturer's Terms and Conditions of Sale, the terms, conditions, and provisions of this Agreement shall take precedence.

28. Parties to Agreement

28.1 The Parties to this Agreement are Manufacturer and Distributor, and unless expressly stated otherwise in this Agreement, no other persons, parties, or entities have any rights or receive any benefits under it. Manufacturer is an independently functioning subsidiary, affiliate, or operational business unit of Teledyne Technologies Incorporated. The other subsidiaries, affiliates, and business units of Teledyne Technologies Incorporated are not parties to this Agreement, have no obligations or duties under this Agreement, and are unrelated third parties for all purposes.

29. Schedules

29.1 All Schedules referred to herein are expressly made a part of this Agreement.

30. Headings

30.1 The headings used in this Agreement are for reference purposes only and shall not affect the meaning or interpretation thereof.

31. Survival

31.1 Any Section or provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any termination or expiration of this Agreement and continue in full force and effect.

32. Counterparts

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

33. Entire Agreement

33.1 This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written, or implied, and sets forth the entire agreement between Manufacturer and Distributor with respect to its subject matter. In the event of any discrepancy between this Agreement and any order solicited by Distributor, the terms of this Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed and delivered as of the date first written above.

For: Manufacturer

Teledyne Analytical Instruments,
A business unit of Teledyne Instruments, Inc.

Name of Organization

Signature

Thomas P. Compas

Printed or Typed Name

Vice President and General Manager

Title

For: Distributor

Viamed Limited

Name of Organization



Signature

~~Steve Nixon~~ DEREK LAMB

Printed or Typed Name

~~MANAGING~~
Sales and Marketing Director

Title

FOR YOUR
REVIEW

SCHEDULE A

SCOPE OF SERVICES

1. Products

Distributor is hereby authorized to sell the following Manufacturer's Products in the Territory pursuant to the terms of this Agreement:

- **Medical Products – Exclusive and Nonexclusive in the following countries:**

Exclusive to the territory comprised of the following countries:

Austria	Belgium	Bulgaria	Czech Republic
Denmark	Finland	France	Germany
Greece	Ireland	Italy	Netherlands
Norway	Poland	Portugal	Slovakia
Spain	Sweden	Switzerland	United Kingdom

Nonexclusive to the territory comprised of the following countries:

Egypt	Turkey	Saudi Arabia	Israel
Kuwait	Oman	Qatar	Bahrain

- **Automotive Products - Nonexclusive**

Nonexclusive to the territory comprised of the following countries:

Austria	Belgium	Bulgaria	Czech Republic
Denmark	Finland	France	Germany
Greece	Ireland	Italy	Netherlands
Norway	Poland	Portugal	Slovakia
Spain	Sweden	Switzerland	United Kingdom
Egypt	Turkey	Saudi Arabia	Israel
Kuwait	Oman	Qatar	Bahrain

Distributor is prohibited from selling any of Manufacturer's Products not specifically authorized above.

2. Excluded Markets/Accounts

Distributor is hereby prohibited from selling Manufacturer's Products to the following third parties within the Territory:

- Diving Sensors and Products
- Original Equipment Manufacturers wherever located.
- Private label purchasers wherever located.

3. Additional Services

To the extent Distributor is authorized or required to provide technical or product support services ("Services"), Distributor shall employ competent and experienced service personnel, provide appropriate service shop facilities, and maintain an adequate stock of Products and other critical parts to perform its obligations under this Agreement and to render prompt and satisfactory service to the Customers or users

of the Products in the Territory. All service functions provided and performed by Distributor shall be at no additional cost to or compensation from Manufacturer.

4. **Minimum Order Amount**

Manufacturer shall not accept individual orders with a value of less than Two Hundred United States Dollars (\$200.00).

5. **Minimum Purchases**

The right to solicit orders for Products of Manufacturer pursuant to this Agreement is subject to Distributor selling a minimum annual volume of Five Hundred Thousand United States Dollars (\$500,000.00) of Products, not including any orders that are rejected or cancelled by Manufacturer for any reason.

6. **Reports**

Distributor shall keep Manufacturer informed as to competitive and economic conditions within the Territory that may affect the marketing or sales of Manufacturer's Products. If requested by Manufacturer, Distributor shall provide Manufacturer with timely written reports on relevant matters such as Customer contacts, business trends, production planning of prospective Customers in the Territory, market forecasts, details of sales indicating Customer names, locations, part numbers, quantities, unit prices, trends and developments of competitive products, competitive companies, new products and techniques, and other information on developments within Distributor's sales and marketing network. Such reports shall be furnished by Distributor at no cost to Manufacturer, and shall become and remain the property of Manufacturer.

7. **Covenant Not to Compete**

Unless otherwise expressly agreed in writing by Manufacturer, Distributor, during the Term of this Agreement, shall not, directly or indirectly (a) design, manufacture, solicit orders for, market, promote, or sell in the Territory any products which compete or potentially compete with Manufacturer's Products covered by this Agreement; or (b) represent or provide marketing services of any sort to any manufacturer, distributor, or sales representative of products which are competitive with Manufacturer's Products covered by this Agreement.

8. **Distributor Training**

If required by Manufacturer, Distributor shall participate in training at Manufacturer's designated facility to ensure Distributor is knowledgeable with respect to the functions, capabilities, operation, performance, and use of Manufacturer's Products. Distributor shall participate in additional training sessions and sales meetings as mutually deemed necessary and at no expense to Manufacturer unless prior arrangements and agreements to share or cover such costs with Manufacturer are agreed in advance in writing by Manufacturer. Distributor shall participate, at no additional cost to Manufacturer, in appropriate trade shows and conventions in the Territory to promote sales of the Products.

9. **Product Changes**

Manufacturer shall endeavor to keep Distributor informed regarding any changes to the design, performance, serviceability, use, and applications of the Products.

10. Demonstration Products

Manufacturer may, at its sole discretion, require Distributor to purchase certain Products for the purpose of providing demonstrations to Customers (hereinafter referred to as the "Demonstration Products"). The Demonstration Products, at the sole option and discretion of Manufacturer, may be purchased by Distributor at specially discounted prices and/or on extended payment terms, or provided to Distributor at no cost.

Risk of loss or damage to Demonstration Products leased or loaned to Distributor by Manufacturer shall remain with Distributor while the Demonstration Products are in the possession or custody of Distributor. Distributor shall ensure that such Demonstration Products are insured against theft, damage, and loss and properly cared for and maintained. Such Demonstration Products shall only be shown to Customers in full working condition.

The sale of any Demonstration Products to Customers is subject to the prior written consent of Manufacturer. Distributor shall notify Manufacturer within five (5) days upon the sale of any Demonstration Products and provide Manufacturer with the date of the sale and the name of the Customer for warranty purposes.

In the event that Manufacturer notifies Distributor of the forthcoming obsolescence of Demonstration Products, Distributor shall make every effort to sell existing related Product before a newer model is introduced.

Upon the expiration or termination of this Agreement, Distributor shall promptly return all Demonstration Products previously furnished by Manufacturer to Distributor on a leased, loaned, or no-cost basis.

Demonstration Products may not be retained by Distributor as settlement or partial settlement of any claim by Distributor against Manufacturer or as an offset against any payments due.

11. Sales Promotion Materials and Assistance

To the extent available, Manufacturer shall provide Distributor appropriate quantities of Product catalogs, brochures, maintenance manuals, and other descriptive literature (hereinafter referred to as "Sales Promotion Materials") subject to applicable export controls and authorization. Unless otherwise agreed, such Sales Promotion Materials shall be in the English language. To the extent permitted by applicable export laws and regulations, Manufacturer may provide appropriate, as determined by Manufacturer in its sole discretion, sales and technical assistance to Distributor and its Customers.

12. Product and Technical Documents

Unless expressly stated otherwise in this Agreement, all Product and technical information provided by Manufacturer to Distributor and/or Customers, including, but not limited to, technical manuals, maintenance manuals and documentation, specifications, drawings, and software documentation, shall be in the English language. Any translations into languages other than English shall be at Distributor's sole expense and shall be subject to the prior approval of Manufacturer. Distributor shall be solely responsible for the accuracy of any translations. Manufacturer may, at its sole discretion, require Distributor to submit a certificate of translation accuracy prepared by a qualified professional translation service. In the event Manufacturer becomes aware of any material inaccuracies in the translation, Distributor shall make corrections as directed by Manufacturer.

13. Manufacturer's Marketing Office in Territory

Manufacturer, or its parent corporation, Teledyne Technologies Incorporated, or any of its subsidiaries, affiliates, or business units may, from time to time, maintain a marketing office at one or more locations in or near the Territory. Manufacturer personnel located at or associated with such office or offices are authorized to, and may from time to time, act on behalf of Manufacturer and are entitled to exercise all of the rights of Manufacturer under this Agreement, including without limitation, review of all information with respect to all matters relevant to Distributor's performance under this Agreement. Distributor hereby agrees to cooperate with all Manufacturer, Teledyne Technologies Incorporated, and Manufacturer's affiliate's personnel in these matters.

SCHEDULE B

PRICES AND PAYMENT TERMS

1. Prices

The prices to be charged by Manufacturer to Distributor for Products and Services are as follows:

- **Manufacturer's current preferred distributor pricing.**

Manufacturer may, from time to time and in its sole discretion, change its price lists upon providing written notice to Distributor. Price changes shall be effective immediately upon Distributor's receipt of notice, provided, however, that no price change shall affect any orders submitted by Customers and accepted by Manufacturer:

- (a) prior to the effective date of the price change; and
- (b) no more than thirty (30) days after the effective date of the price change provided (i) the Customer order is in response to a quotation or proposal made by Distributor to prospective Customer prior to the effective date of the price change, and (ii) the order is received by Manufacturer within Distributor's quotation or proposal validity period.

If, in Manufacturer's sole judgment, Distributor's pricing structure renders the Products non-competitive in the Territory, Manufacturer has the right to market and sell the Products directly to Customers in the Territory or to establish an alternative pricing structure with Distributor. If requested by Manufacturer, Distributor hereby agrees to provide Manufacturer with its price lists.

2. Payment Terms

The terms of payment are net sixty (60) days from date of invoice, payable in United States Dollars by wire transfer to the bank or account that Manufacturer from time to time designates in writing (hereinafter referred to as the "Manufacturer's Account"). Amounts are considered to be paid as of the day on which funds are received in Manufacturer's Account. All amounts due to Manufacturer but not paid by Distributor on the due date bear interest payable in United States Dollars at a rate that is equal to the lesser of (i) one percent (1%) per annum above the prime interest rate announced from time to time by the financial institution which maintains Manufacturer's Account, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts from the date on which portions of those amounts become due until payment in full.

3. Offset

Manufacturer may offset any amounts due Distributor under this Agreement against any amounts owed Manufacturer by Distributor at any time, including in the event Distributor files or has filed against it an application in bankruptcy, a receiver is appointed for Distributor, Distributor makes a general assignment for the benefit of creditors, or Distributor discontinues its business operations.

SCHEDULE C

NOTICES

Notices and other communications shall be sent to the following addresses and numbers of the Parties:

If to Distributor:

Viamed Limited
15 Station Road, Cross Hills, Keighley
West Yorkshire BD20 7DT
United Kingdom
Attention: Steve Nixon
Sales and Marketing Director
Telephone: 44 (0) 1535 634542 / 66 / 57
Facsimile: 44 (0) 1535 635582
Email: info@viamed.co.uk

If to Manufacturer:

Teledyne Analytical Instruments
A business unit of Teledyne Instruments, Inc.
16830 Chestnut Street
City of Industry, California 91748-1020 (USA)
Attention: Thomas P. Compas
Vice President and General Manager
Telephone: 626-934-1500
Facsimile: 626-961-2538
Email: Thomas.Compas@teledyne.com

Manufacturer Internet Website:

www.teledyne-ai.com

With a copy to:

Teledyne Technologies Incorporated
1049 Camino Dos Rios
Thousand Oaks, CA 91360-2362
Attention: Vice President and Chief Compliance Officer
Telephone: (805) 373-4168
Facsimile: (805) 373-4163

ACKNOWLEDGEMENT

ETHICS

Code of Conduct for Service Providers

"I have received and read the Teledyne Technologies Incorporated Code of Conduct for Service Providers, and acknowledge that I/we will abide by the Code."

D LAMB

Name

VIAMED LLC

Company Name

D Lamb

Signature

14/11/13

Date

If you are asked to certify compliance with the Code of Conduct, please sign and return this form to the Company point of contact that provided the Code to you.

CERTIFICATION

Compliance Agreement regarding the U.S. Foreign Corrupt Practices Act, UK Bribery Act, Canadian Corruption of Public Foreign Officials Act and all other Anti-Corruption laws governing business practices carried out on behalf of Teledyne Technologies Incorporated

"I have received and read Teledyne Technologies Incorporated's Anti-Corruption Brochure, and acknowledge that this document represents the Company's policy and that it is my obligation to foster and comply with this policy. I understand that the Company may periodically require me to confirm compliance with anti-corruption laws applicable to my activities carried out on behalf of the Company, including auditing my records relating to the Company's business. I also understand that Teledyne may terminate relationships with its service providers for failing to comply with Teledyne's policies and/or applicable anti-corruption laws."


Signature

D LAMB
Name (Please Print)

VIAMED LTD
Company Name (Please Print)

14/11/13
Date

Please sign and return this certification to your Company point of contact that provided you with this booklet.