

DISTRIBUTORSHIP AGREEMENT

This Distributorship Agreement (this "Agreement") is made and entered into on 6th June 2017 by and between Medisal d.o.o., a corporation duly organized and existing under the laws of Serbia with its principal place of business at Medisal d.o.o. Skojevska 23, 11271 Belgrade Serbia (the "Distributor"), and Viamed, a corporation duly organized and existing under the laws of the United Kingdom.

WITNESSETH:

WHEREAS, the manufacturer is a company with extensive experience in the manufacture and sale of high-quality medical devices and is willing to grant to the Distributor the right and license to distribute and sell the Products (all sales program) in the Territory of Serbia.

Article 1. Distributor's Obligations

The Distributor agrees and undertakes to diligently and conscientiously use all reasonable efforts to promote and expand the sale of the products in the Territory, including but not limited to regularly and at its own expense distributing promotional literature, conducting multimedia advertising and carrying out market surveys.

The Distributor shall notify the manufacturer forthwith of all, imitations or infringements of the products, trade names, trademarks, designs, copyrights and/or patents of the Manufacturer of which the Distributor becomes aware and shall cooperate with the manufacturer in the taking of any legal proceedings in relation thereto. The expenses of any such proceedings shall be borne by the manufacturer, except to the extent or in the event that such arise as a result of a breach by the Distributor of its obligations hereunder, in which case the Distributor shall be liable for all such costs and expenses.

Article 2. Manufacturer's Obligations

2.1 The manufacturer agrees and undertakes to make every reasonable effort to fill the orders of the Distributor with all reasonable dispatch. The manufacturer will support the Distributor in its sales and promotional efforts by providing such materials and information as are in its control or possession, and as the manufacturer believes might reasonably assist the Distributor without adversely affecting the manufacturer's general interests, on such terms and conditions as the parties shall from time to time agree.

Article 3. Ordering Procedure and Shipment

3.1 Orders for the Products shall be in writing and in such form as the manufacturer notifies the Distributor, addressed to the Manufacturer

3.2 Within 5 days of receipt of an order so made, the Manufacturer shall indicate its acceptance, in whole or part, or rejection of such order in writing to the Distributor. The failure of the Manufacturer to indicate its rejection or acceptance within the said 5 days or receipt of an order shall be deemed to constitute it has not been received.

3.3 Accepted orders will be shipped CIP Belgrade by UPS or similar Courier. The transport arrangements are the choice of the distributor. Transport and insurance costs will be invoiced to the distributor. Duties and taxes for importation will remain the responsibility of the distributor.

Article 4. Price and Payment

4.1 The prices to be paid for the products shall be calculated from the Manufacturers distributor price list and the costs for insurance and transport. Invoices will be dated on the day the goods