



**TELEDYNE**  
**INSTRUMENTS**  
*Analytical Instruments*  
A Teledyne Technologies Company

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July 21, 2011

Mr. John Lamb  
Viamed Limited  
15 Station Road  
Cross Hills, Keighley, West Yorkshire  
BD20 7DT, United Kingdom

Subject: International Distribution Agreement – 2011 Renewal

Dear Mr. Lamb:

Enclosed please find your signed copy of the International Distribution Agreement.

We look forward to a long and lasting business relationship. If we can be of further service to you, please feel free to contact our office at any time.

Sincerely yours,

Estella Rivera  
Director of Administration  
Export Administrator  
(626) 934-1509  
Enclosure

## INTERNATIONAL DISTRIBUTOR AGREEMENT

This International Distributor Agreement ("Agreement") is entered into and effective as of the 1st day of April, 2011, (the "Effective Date") by and between Teledyne Technologies Incorporated, doing business as Teledyne Analytical Instruments, having its principal place of business located at 16830 Chestnut Street, City of Industry, California 91748-1020, United Kingdom ("Manufacturer"), and **Viamed Limited**, having its principal place of business located at **15 Station Road, Cross Hills, Keighley, West Yorkshire BD20 7DT, United Kingdom** ("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 Unless terminated earlier pursuant to Section 22, this Agreement expires three (3) years after the Effective Date (the "Term").

### 2. Appointment and Acceptance.

2.1 Manufacturer hereby appoints Distributor as its authorized exclusive and nonexclusive distributor 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 the "Products"), from any prospective third party customer ("Customer") whose principal place of business is located in the geographical territory comprised of the countries of **Exclusive:** Austria, Belgium, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden, Switzerland and United Kingdom; and **Nonexclusive:** Egypt, Turkey, Saudi Arabia, Israel, Kuwait, Oman, Qatar and Bahrain (the "Territory").

2.2 Distributor hereby agrees that it will not solicit or accept orders for Products in any other geographical territory. 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 will it acquire, any vested or proprietary right or interest with respect to the Territory, the Customers in the Territory, or any Customer lists.

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 will satisfy the following obligations and responsibilities at all times during the Term of this Agreement:

(a) Distributor, and its staff (if applicable), will conduct themselves in a manner consistent with the high image, reputation, and credibility of Manufacturer and the Products, and will not engage in any activities that reflect adversely on Manufacturer or the Products.

(b) Distributor will not engage in any unfair trade practices with respect to Manufacturer or the Products, and will not make any false or misleading representations with respect to Manufacturer or the Products. Distributor will refrain from communicating any information with respect to guarantees or warranties

regarding the Products, except such as are expressly authorized by Manufacturer or as set forth in Manufacturer's literature or other promotional materials.

(c) Distributor agrees to use its best commercial efforts to promote the sale of Manufacturer's Products in a diligent and faithful manner in the Territory. Distributor further agrees to cooperate fully and assist Manufacturer in maximizing Manufacturer's success within the Territory.

(d) Distributor will place all orders for Products with Manufacturer promptly upon receipt from Customers.

(e) Distributor will perform the additional services delineated in Schedule A, Scope of Services, at no charge.

(f) To the extent that Distributor is authorized or required to provide Product support services, Distributor will 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 users or Customers of the Products in the Territory. All service functions provided by Distributor are provided at no additional cost to or compensation from Manufacturer.

(g) If required by Manufacturer, Distributor will participate in training at Manufacturer's facility to ensure Distributor is knowledgeable with respect to the functions, capabilities, operation, and use of Manufacturer's Products. Distributor will 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 to in writing by Manufacturer. Distributor will participate, at no additional cost to Manufacturer, in appropriate trade shows and conventions in the Territory to promote the sale of Products.

(h) In the event Distributor becomes aware of any actual or potential claim against Manufacturer by any person or entity, Distributor will promptly notify Manufacturer.

(i) Distributor will keep Manufacturer informed as to competitive and economic conditions within the Territory that may affect the marketing or sales of Manufacturer's Products therein.

(j) Distributor will bear the entire responsibility for any and all expenses incurred in connection with its business (including, but not limited to, lease-holding expenses, salaries, telephone, traveling expenses, etc.), and Manufacturer will not be obligated to pay any such expenses or to reimburse Distributor therefore.

(k) If requested by Manufacturer, Distributor will provide Manufacturer with timely written reports on matters such as Customer call reports, business trends, production planning of the prime prospective Customers in the Territory, market forecasts, details of sales indicating Customer name and location, part numbers, quantities, and unit prices, trends and developments of competitive products, competitive companies, new products and new techniques, as well as information on developments within current Distributor's network. Such reports will be furnished by Distributor at no cost to Manufacturer, and will become and remain the property of Manufacturer.

#### 4. Scope and Limitations of Distributor's Authority.

4.1 Distributor's scope and limitation of authority under this Agreement are subject to the following:



(a) All orders submitted by Distributor are subject to Manufacturer's approval and acceptance. Manufacturer may, in its sole discretion, accept or reject any order submitted by Distributor.

(b) Prices, credit terms, and sales programs between Manufacturer and Distributor will be those adopted by Manufacturer from time to time, at its sole discretion. Manufacturer's General Terms and Conditions of Sale, as provided and available on Manufacturer's Internet Website, will apply to all orders placed by Distributor. In the event that Manufacturer modifies its General Terms and Conditions of Sale, the revision in effect at the time of order placement will apply. The Internet address of Manufacturer's Internet Website is delineated on Schedule C, Notices, attached hereto and incorporated by reference. Distributor will 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.

(c) Distributor will not use subcontractors, sub-distributors, consultants, or any other third parties to perform any of its obligations under this Agreement without the prior written approval of Manufacturer.

(d) Distributor will not solicit or accept orders from any Customer whose principal place of business is not located in the Territory without the prior written approval of Manufacturer. If Distributor receives any order from a Customer whose principal place of business is not located within the Territory, Distributor will not accept such order and will immediately refer the order to Manufacturer.

(e) Unless specifically authorized elsewhere in this Agreement, Distributor will not deliver or tender, or cause to be delivered or tendered, any Products outside of the Territory.

## 5. Prices and Payment.

5.1 Manufacturer will sell its Products to Distributor at its established distributor prices, F.O.B. Manufacturer's designated facility (for domestic shipments), or Ex Works, as defined in INCO Terms 2000 (for international shipments), as set forth in Schedule B, Payment Terms and Distributor Pricing, attached hereto and incorporated by reference.

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

5.3 Manufacturer may from time to time change its list prices upon providing written notice to Distributor. Price changes will be effective immediately upon Distributor's receipt of notice, provided, however, that no price change will affect orders submitted by Distributor and accepted by Manufacturer:

(a) prior to the effective date of the price change; and

(b) no more than sixty (60) days after the effective date of the price change provided (i) the order is in response to a quotation made by the Distributor to prospective Customers prior to the effective date of the price change, and (ii) the order is received by the Distributor within the proposal's validity period.

5.4 If, in Manufacturer's sole judgment, Distributor's pricing structure renders the Products non-competitive in the Territory, then Manufacturer has the right to market the Products directly to Customers in the Territory or to establish alternative pricing arrangements with Distributor. If requested by Manufacturer, Distributor agrees to provide Manufacturer with its updated price list.

5.5 Unless Distributor requests otherwise, Manufacturer will pack for shipment all Products ordered by Distributor in accordance with Manufacturer's standard commercial practices. It is Distributor's obligation to notify Manufacturer of any special packaging requirements (which are at Distributor's sole expense).

5.6 Manufacturer will deliver Products by the date(s) specified for delivery on the relevant order or as otherwise agreed by the Parties. Title and risk of loss or damage to Products pass to Distributor upon delivery of Products to the common carrier. Identification of the Products occurs as each shipment is placed in the hands of the carrier.

5.7 Payment terms are as specified in Schedule B, Payment Terms and Distributor Pricing.

5.8 No amount payable to Manufacturer may be reduced by any counterclaim, setoff, adjustment, or other right that the Distributor might have against Manufacturer, any other party, or otherwise.

5.9 Manufacturer, at its sole discretion, may require a down payment and milestone payments for large or unusual orders or orders for customized, non-standard or specially manufactured Products or services. Manufacturer will endeavor to state this requirement prior to the time that final proposals are submitted to Distributor.

## 6. Export and Re-Export Control Requirements.

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 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, without limitation, the United States Department of Commerce Export Administration Regulations (EAR) and the United States 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 will be considered to have been rejected when submitted to Manufacturer for acceptance or rejection.

6.2 As a condition of its appointment, Distributor hereby agrees to execute and submit to Manufacturer the Compliance with U.S. Export and Re-Export Controls letter provided in Schedule D, Compliance With U.S. Export and Re-Export Controls Letter, attached hereto.

6.3 Distributor hereby agrees that unless authorized by a U.S. Department of Commerce 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 or in any of the following:

(a) any U.S.-sanctioned or embargoed countries, currently including Cuba, Iran, North Korea, Sudan and Syria, and such other countries as may be designated from time to time by the U.S. Department of Commerce or U.S. Department of 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](http://www.bis.doc.gov)); the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists (available at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)); or the U.S. Department of State's Debarred Persons List (available at [www. http://www.pmdtc.org](http://www.pmdtc.org)).

6.4 Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce 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.

6.5 Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce 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 military end-users, or for military end-uses, in 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.

6.6 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."

6.7 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.

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

## 7. Registration and Disclosure; Compliance with Law.

7.1 Distributor hereby covenants that all of its activities under or pursuant to this Agreement comply with all applicable laws, rules, and regulations. Distributor represents and warrants to Manufacturer that it is, and will 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 and the 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 7.1.

7.2 If Distributor is required to obtain approval from any governmental agency, commission, or official to be a distributor of Manufacturer's Products, or to receive any commissions from Manufacturer for sales made, Distributor is responsible for obtaining such approvals. Distributor must provide Manufacturer a copy of

any application or correspondence submitted or filed to obtain the approval of a governmental agency, commission, or official for purposes of being an authorized distributor of Manufacturer's Products.

7.3 If the amount or rate of any commission to be received by Distributor for the sale of Manufacturer's Products as a distributor must be approved by any governmental agency, commission, or official, the Distributor is responsible for obtaining approval for such amount or rate. Distributor must provide Manufacturer a copy of any and all documentation relating to the approval or decision of any governmental agency, commission, or official establishing or controlling the amount or rate of a commission as such decision relates to commissions paid for sales of Manufacturer's Products.

8. No Corrupt Practices.

8.1 Distributor and its employees are aware of, and agree to abide by, the obligations imposed by the Foreign Corrupt Practices Act, 15 U.S.C.A. §§78dd-1 through 78dd-3, as amended, and any equivalent legal requirement in the Territory and in the jurisdiction of Distributor's principal place of business. Accordingly, Distributor hereby warrants and represents to Manufacturer that no portion of any monies paid or payable to Distributor in connection with this Agreement will, directly or indirectly, whether in cash or 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 obtaining or retaining business for or with, or directing business to, any person; or

(b) to or for the use or benefit of any individual, partnership, corporation, or other entity, or any officer, agent, or employee thereof, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or

(c) in any other manner which will violate the tax, currency, exchange, commercial bribery, or other law of any country in the Territory, the jurisdiction of Distributor's principal place of business, the United States or any other applicable jurisdiction, including but not limited to the provisions of the U.S. Foreign Corrupt Practices Act or any equivalent legal requirement in the Territory and any amendments thereto.

8.2 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 will be subject to inspection and audit by Manufacturer at any time.

8.3 Distributor has been furnished a copy of Teledyne Technologies Incorporated's "Corporate Ethics Objectives and Guidelines for Teledyne's Service Providers" booklet. 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 booklet and will comply with its standards of business conduct. Distributor certifies that Distributor has executed the certification in the booklet and has returned the original certification to Manufacturer and has retained the booklet for reference.

9. Relationship with Government Controlled Entities.

9.1 Distributor must immediately notify Manufacturer 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.



10. Demonstration Products.

10.1 Manufacturer, at its sole discretion, may require Distributor to purchase certain Products for the purpose of providing demonstrations to Customers ("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.

10.2 Risk of loss for Demonstration Products leased, loaned, or provided at no cost to Distributor will remain with Distributor. Distributor will ensure that such Demonstration Products are insured against theft, damage, and loss and properly cared for and maintained. Such Demonstration Products will only be shown to Customers in full working condition and in a clean and attractive condition.

10.3 Distributor will 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.

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

10.5 Distributor is responsible for the filing and the payment of all applicable taxes, as required, for all Demonstration Products in its possession or under its control.

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

10.7 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 and Field Assistance.

11.1 Manufacturer will provide to Distributor appropriate quantities of Product catalogs, brochures, maintenance manuals, and other descriptive literature subject to applicable United States export authorization. The literature will be in the English language. To the extent permitted by export laws and regulations, Manufacturer may provide appropriate, as determined by Manufacturer in its sole discretion, field sales and technical assistance to Distributor and its Customers.

12. Manufacturer's Marketing Office in Territory.

12.1 Manufacturer, or its parent corporation, Teledyne Technologies Incorporated, or any of its Affiliates, from time to time, may maintain a marketing office at one (1) or more locations in or near the Territory. Personnel 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 agrees to cooperate with all Manufacturer, Teledyne Technologies Incorporated, and Affiliate's personnel in these matters.

13. Trademarks, Service Marks, and Tradenames.

13.1 Distributor may not use Manufacturer's tradenames, service marks, and trademarks (collectively "Trademarks"), or any names closely resembling same as part of Distributor's corporate or business name, or in any manner that Manufacturer, in its sole discretion, may consider misleading or otherwise objectionable.



13.2 Distributor may use Manufacturer's Trademarks listed on Schedule E, Trademarks, attached hereto and incorporated by reference, on a non-exclusive basis, solely for display or advertising purposes in connection with the solicitation of orders for the Products in the Territory.

13.3 Distributor may not use Manufacturer's Trademarks or company names on its business cards, letterhead, or any other materials it creates or uses (collectively "Materials") without the prior express written consent of Manufacturer. 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 and relationship of Distributor as an independent representative for the Manufacturer's Products. Any such Materials may not imply or otherwise give the appearance that Distributor is an employee or Affiliate of Manufacturer.

13.4 In order to comply with Manufacturer's quality control standards, Distributor will:

- (a) only use Manufacturer's Trademarks in compliance with all relevant United States federal and state laws and regulations, any applicable laws and regulations of any country in the Territory, and the laws and regulations of 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, without advance 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 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 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.

13.5 If Manufacturer has a good faith reason to believe that Distributor is not complying with this requirements of this Section 13, 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 will thereafter comply with this provision. Distributor's noncompliance with the requirements of this Section 13 constitutes a material breach of this Agreement for purposes of possible termination by Manufacturer under Section 22 of this Agreement.

13.6 Distributor must immediately 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 will further cooperate and render reasonable assistance to Manufacturer for the protection of the Trademarks (including, without limitation, executing and filing user agreements), as requested by Manufacturer from time to time.

13.7 Upon the expiration or earlier termination of this Agreement, Distributor:

- (a) has no further rights regarding use of the Trademarks;
- (b) must immediately cease and desist from its 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) will take any steps or acts requested by Manufacturer for establishing that Distributor has no further rights in any of the Trademarks; and
- (e) will continue to be bound by the provisions of Section 13.4 of this Agreement except for Section 13.4(b).

14. Trade Secrets and Confidential and Proprietary Information.

14.1 Distributor hereby agrees that Manufacturer has a proprietary interest in any information provided to Distributor by Manufacturer, whether in connection with this Agreement or otherwise and whether in written or oral form, which is:

- (a) a trade secret;
- (b) confidential or proprietary information;
- (c) not publicly known; or
- (d) annotated by a legend, stamp, or other written identification, or identified orally, as "confidential" or "proprietary" information (referred to collectively as "Proprietary Information").

14.2 Without limiting the generality of the foregoing, the names and addresses of Customers solicited by Distributor pursuant to this Agreement in its capacity as a Distributor is Proprietary Information of Manufacturer. Distributor may disclose the Proprietary Information only to those of its agents and 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. Distributor's agents and employees must acknowledge the requirement to protect the Proprietary Information to which they are given access. Distributor is responsible and liable for any material breach of this Section 14 by its agents and employees. Both during and after the Term of this Agreement, all disclosures by Distributor to its agents and employees will be held in strict confidence by its agents and employees. Distributor and its agents and employees may not use the Proprietary Information for any purpose other than in connection with Distributor's activities in the Territory undertaken pursuant to and in accordance with this Agreement. Distributor will return to Manufacturer, at its sole expense, the Proprietary Information as soon as practicable after the date of expiration or earlier termination of this Agreement. All Proprietary Information remains the exclusive property of Manufacturer during the Term of this Agreement and thereafter. This Section 14 also applies to any consultants, subcontractors, sub-distributors, or other third parties that Distributor engages in connection with its obligations under this Agreement.



14.3 Notwithstanding anything contained in this Agreement to the contrary, Distributor is not liable for disclosure of the Proprietary Information if the information so disclosed:

- (a) was in the public domain at the time of disclosure without the breach of this Agreement;
- (b) was known to or contained in the records of Distributor from a source other than Manufacturer at the time of disclosure by Manufacturer to Distributor and can be so demonstrated with written evidence;
- (c) becomes known to Distributor from a source other than Manufacturer without breach of this Agreement by Distributor and can be so demonstrated; or
- (d) must be disclosed pursuant to court order or as otherwise compelled by applicable law.

14.4 Distributor's obligations with respect to the use, nondisclosure, and protection of Proprietary Information received from Manufacturer in connection with this Agreement will survive the expiration or earlier termination of this Agreement and continue for a period of five (5) years from the later of (i) the date of expiration of this Agreement, or (ii) the date of termination of this Agreement.

15. Publicity.

15.1 Distributor must obtain Manufacturer's prior written consent before using in any manner any literature, calling cards, letterhead, advertising, and any similar materials that identify or refer to Manufacturer or the Products or that use in any manner Manufacturer's tradenames, service marks, or trademarks. Distributor agrees that any publicity or advertising that it desires to release in which Manufacturer is identified in connection with the Products will be in accordance with the terms of this Agreement and with information and data that Manufacturer has furnished in connection with this Agreement. Copies of all publicity and advertising will be forwarded promptly to Manufacturer.

16. Covenant Not to Compete.

16.1 Unless specifically agreed in writing by the Manufacture, Distributor, during the Term of this Agreement, will not, directly or indirectly:

- (a) solicit orders for, market, promote, or sell in the Territory products which are competitive with Manufacturer's Products covered by this Agreement; and
- (b) represent or provide marketing services of any sort to any manufacturer, Distributor, or distributor of products, which are competitive with Manufacturer's Products covered by this Agreement.

17. Force Majeure.

17.1 Neither Party is liable for any unforeseeable event beyond its reasonable control that is not caused by the fault or negligence of that Party that causes the Party to be unable to perform its obligations under this Agreement (and which the Party has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, natural catastrophe, job action, epidemic, war, terrorism, riot, civil disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of a Party or a Party's subcontractors or government facilities, or any order or injunction made by a court or public agency (each a "Force Majeure Event").

17.2 In the event of the occurrence of a Force Majeure Event, the Party unable to perform its obligations hereunder will (i) promptly notify the other Party, (ii) provide an estimate of the duration of the delay,

(iii) use its best efforts to resume performance as quickly as possible, and (iv) suspend performance only for the period of time as is necessary as a result of the Force Majeure Event. 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. The Party not delayed may act, in its sole discretion, to terminate the affected order, or any part of the order, or suspend this Agreement in whole or in part for the duration of the delaying cause.

17.3 The Parties may resume performance under this Agreement once the Force Majeure Event ceases and, if mutually agreed in writing, extend the Term of the Agreement for a period not to exceed the lesser of (i) the duration of the Force Majeure, or (ii) three (3) months. Unless a Party gives notice of termination as provided above within thirty (30) days after notice of the delaying cause, that Party will be deemed to have elected to suspend this Agreement for the duration of the delaying cause.

## 18. Taxes.

18.1 Taxes now or hereafter imposed by any federal, state, or local authority with respect to the transactions contemplated by this Agreement (with the exception of income taxes or other taxes imposed upon Manufacturer and measured by the gross or net income of Manufacturer) are the responsibility of Distributor and, if paid or required to be paid by Manufacturer, the amount will be subtracted from the amounts payable to Distributor.

## 19. LIABILITY LIMITATION.

19.1 EXCEPT FOR DAMAGE TO PROPERTY OR PERSONS, MANUFACTURER IS NOT LIABLE UNDER ANY SECTION OR SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL, CONSEQUENTIAL, ADMINISTRATIVE, MULTIPLE, OR PUNITIVE DAMAGES OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

## 20. Indemnification.

20.1 Distributor will indemnify, protect, and save Manufacturer, Manufacturer's Affiliates, and all officers, directors, employees, and agents ("Indemnitees") harmless from all claims, demands, suits, or actions (including reasonable attorney's fees incurred in connection therewith) which may be asserted against Manufacturer for any kind of damage including, but without limitation, damage or injury to property or persons and incidental and consequential damages which may be sustained by any third party or any Indemnitees occurring out of, or incident to, the conduct of Distributor's performance under this Agreement, including but without limitation, any independent representations of Distributor.

20.2 Distributor for itself and on behalf of its 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 the Territory or of 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 employee, agent, or representative of Distributor under any applicable termination, labor, social security, or other similar laws or regulations of any jurisdiction.

## 21. Notices.

21.1 All notices given under this Agreement will 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 will be in writing and delivered personally or sent by prepaid mail (by air-mail if



the notice is being communicated internationally), or by facsimile, cable, or email 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.

21.2 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.

## 22. Termination.

22.1 This Agreement automatically terminates immediately in the event:

- (a) Distributor files or has filed against it an application in bankruptcy;
- (b) a receiver is appointed for Distributor; or
- (c) Distributor makes a general assignment for the benefit of creditors.

22.2 This Agreement may be terminated by either Party to this Agreement if (i) the Party is not itself in material breach or default of this Agreement and (ii) the other Party materially breaches or defaults in the performance of 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 to the defaulting or materially breaching Party pursuant to this Section 22.

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

22.4 In the event of expiration or earlier termination of this Agreement pursuant to this Section 22, Manufacturer has no obligation to Distributor, or to any employee of Distributor, for compensation or for damages of any kind including, without limitation, the loss by Distributor or employee of present or prospective sales, investments, profits, compensation, or goodwill.

22.5 Upon the early termination or expiration of this Agreement, Distributor will:

- (a) immediately and forever thereafter cease to solicit or accept orders for Manufacturer's Products;
- (b) not represent in any manner that it is a representative 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, literature, promotional items, 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

## 23. Survival.

23.1 Notwithstanding anything else in this Agreement to the contrary, the Parties agree that the provisions of the following Sections will survive the expiration or earlier termination of this Agreement: Sections 5. Price, Commissions, and Payments; 6. Export and Re-Export Control Requirements; 7. Registration and Disclosure; Compliance with Law; 8. No Corrupt Practices; 13. Trademarks, Service Marks, and Tradenames; 14. Trade Secrets and Confidential and Proprietary Information; 15. Publicity; 18. Taxes; 19. Liability Limitation; 20. Indemnification; 21. Notices; 22. Termination; 26. Construction of Agreement and Arbitration; and 31. Parties to Agreement.

24. Modification.

24.1 Manufacturer may, in its sole discretion, at any time upon thirty (30) days prior written notice to Distributor, expand or reduce in any manner the Products and Territory that are covered by this Agreement. Distributor, in accordance with the requirements of Section 7, will take all actions necessary to ensure that any modifications to the Products or the Territory are appropriately registered as required under the laws and regulations of the Territory.

24.2 No modification or change may be made in this Agreement except by written instrument signed by duly authorized representatives of Manufacturer and Distributor.

25. Assignment.

25.1 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 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.

26. Construction of Agreement and Arbitration.

26.1 This Agreement is in the English language and its interpretation in any judicial or arbitration proceedings will be in accordance with the meaning of the words and phrases in the United States of America, and performance of the Parties is construed and governed according to the laws of the State of California, United States of America, excepting its laws and rules relating to conflict of law. Neither (i) the United Nations Convention on Contracts for the International Sale of Goods, (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (the "1974 Convention"), nor (iii) 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.

26.2 Any dispute, controversy, or claim arising out of or relating to this Agreement or to a material breach, including its interpretation, performance, or termination, will be finally resolved by binding arbitration. The arbitration will be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which will administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, will take place in the City of Industry, California, United States of America and will be the exclusive forum for resolving the dispute, controversy, or claim. The decision of the arbitrators will be binding upon the Parties hereto, and the expense of the arbitration (including, without limitation, the award of attorneys' fees to the prevailing Party) will be paid as the arbitrators determine. The decision of the arbitrators will be final and judgment thereon may be entered by any court of competent jurisdiction.

27. Relationship of the Parties.

27.1 Distributor is an independent contractor. The relationship between Distributor and Manufacturer is neither that of employer and employee nor does it constitute a partnership, joint venture, or agency of any kind.

27.2 Distributor will pay all expenses incurred by it in performing its obligations under this Agreement including, without limitation, all travel, lodging, and entertainment expenses. Manufacturer will not reimburse Distributor for any expenses.



27.3 Distributor has no right to enter into any contracts or make any commitments in the name of, or on behalf of, Manufacturer, or to bind Manufacturer in any respect. Distributor will 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.

28. Waiver.

28.1 None of the terms, conditions, or provisions of this Agreement are waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by an authorized representative of the Party entitled to the benefit of the term or condition. 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.

29. Severability.

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

30. No Rights by Implication.

30.1 This Agreement grants no rights or licenses with respect to the Products or the Trademarks other than those rights or licenses expressly granted in this Agreement.

31. Parties to Agreement.

31.1 The Parties to this Agreement are Manufacturer and Distributor, and no other persons, parties, or entities have any rights or receive any benefits under it. Manufacturer is an independently functioning operational business unit of Teledyne Technologies Incorporated or a subsidiary of Teledyne Technologies Incorporated. The other business units, subsidiaries, Affiliates, and divisions 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.

32. Order of Precedence.

32.1 The terms and conditions included in this Agreement apply to all offers made by Manufacturer to Distributor and all Distributors' orders accepted by Manufacturer. Acceptance of Distributor's orders, and any changes or amendments thereto, is expressly conditioned upon Distributor's assent to these terms and conditions. Unless specifically agreed to in writing by a duly authorized representative of Manufacturer, Manufacturer objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Manufacturer's failure to object to any terms and conditions or any other provisions contained in any communication from Distributor, including, but not limited to, Distributor's orders, does not waive any of the terms and conditions specified herein. Manufacturer's acceptance of any resulting order or Distributor's receipt of Goods, whichever occurs first, will conclusively evidence Distributor's unconditional acceptance of these terms and conditions.

33. Counterparts.

33.1 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.

34. Schedules.

34.1 All Schedules referred to herein are specifically made a part of this Agreement.

35. Headings.

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

36. Entire Agreement.

36.1 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 will govern.

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

**DISTRIBUTOR**

Viamed Limited

Name of Organization



Signature

~~John S. Lamb~~ D. I. LAMB

Printed or Typed Name

~~Chairman~~ MANAGING DIRECTOR

Title

**MANUFACTURER**

Teledyne Technologies Incorporated d/b/a  
Teledyne Analytical Instruments

Name of Organization



Signature

Thomas P. Compas

Printed or Typed Name

Vice President and General Manager

Title



**SCHEDULE A**  
**SCOPE OF SERVICES**

1. Products.

Distributor is hereby authorized to sell the following Manufacturer's Products in the Territory pursuant to Section 2 of this Agreement:

- **Medical Products**
- **Automotive Products**

2. Excluded Products:

Distributor is hereby prohibited from selling the following Manufacturer's Products in the Territory:

- **Diving Sensors and Products**
- **Any of Manufacturer's Products not specifically identified in 1 above.**

3. Excluded Accounts:

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

- **Original Equipment Manufacturers wherever located.**
- **Private label purchasers wherever located.**

4. Additional Services:

Distributor hereby agrees to provide the following additional services at no charge:

- ***Section reserved***

5. Minimum Order Amount:

Manufacturer will not accept individual orders with a value of less than the following:

- **Two hundred U.S. Dollars (\$200.00)**

6. Minimum Purchases:

The right to distribute and solicit orders for Manufacturer's Products pursuant to this Agreement is subject to Distributor purchasing/selling a minimum annual volume of **Five Hundred Thousand U.S. Dollars (\$500,000.00)** of Products, calculated without regard to any orders that are cancelled by Manufacturer for any reason.

## SCHEDULE B

### PAYMENT TERMS AND DISTRIBUTOR PRICING

1. Payment Terms:

The terms of payment are net forty-five (45) days from date of invoice, payable in U.S. Dollars by wire transfer to the bank or account that Manufacturer from time to time designates in writing ("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 Representative on the due date bear interest payable in U.S. 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. Payment terms may be changed at the sole discretion of the Manufacturer at a later date.

2. Distributor Pricing is as follows: Manufacturer's current preferred distributor pricing.



## SCHEDULE C

### NOTICES

The addresses and numbers of the Parties for the purposes of this Agreement are:

If to Distributor:

**Viamed Limited**

15 Station Road, Cross Hills, Keighley  
West Yorkshire BD20 7DT  
United Kingdom

Attention: John S. Lamb  
Chairman

Telephone: 44 (0) 1535 634542 / 66 / 57

Facsimile: 44 (0) 1535 635582

Email: info@viamed.co.uk

If to Manufacturer:

**Teledyne Technologies Incorporated d/b/a**

**Teledyne Analytical Instruments**

16830 Chestnut Street  
City of Industry, CA 91748-1020

Attention: Thomas Compas  
Vice President and General Manager

Telephone: 626-934-1500

Facsimile: 626-961-2538

Email: tcompas@teledyne.com

Internet Website: www.teledyne-ai.com

With a copy to:

**Teledyne Technologies Incorporated**

1049 Camino Dos Rios  
Thousand Oaks, CA 91360-2362

Attention: Executive Vice President, General Counsel and  
Secretary

Telephone: (805) 373-4602

Facsimile: (805) 373-4627

## SCHEDULE D

### COMPLIANCE WITH U.S. EXPORT AND RE-EXPORT CONTROLS LETTER

#### **[Distributor Letterhead]**

[Date]

[Teledyne Company Name]

[Teledyne Company Address]

Attention: Export Administration

Subject: Compliance with U.S. Export and Re-Export Controls

To Whom It May Concern:

The purpose of this letter is to acknowledge that [Legal Name of Distributor] "Distributor" understands that products sold by [Teledyne Company Name] "Manufacturer" are subject to the U.S. Department of Commerce Export Administration Regulations. In accordance with the terms of the International Distributor Agreement, Distributor acknowledges that activities on behalf of Manufacturer must be in full compliance with U.S. export laws and regulations.

#### **I. Embargoed Countries and Denied Parties**

Distributor hereby agrees that unless authorized by a U.S. Department of Commerce 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 or in any of the following:

- (a) any U.S.-sanctioned or embargoed countries, currently including Cuba, Iran, North Korea, Sudan and Syria, and such other countries as may be designated from time to time by the U.S. Department of Commerce or U.S. Department of 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](http://www.bis.doc.gov)); the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists (available at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)); or the U.S. Department of State's Debarred Persons List (available at [www. http://www.pmdtc.org](http://www.pmdtc.org)).

#### **II. Nuclear, Chemical or Biological Weapons, Rocket Systems or Unmanned Aerial Vehicle End-Users and End-Uses**

Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce 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.

### III. Military End-Users and End-Uses

Distributor further acknowledges and agrees that unless authorized by a U.S. Department of Commerce 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 military end-users, or for military end-uses, in 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.

- (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.

Distributor agrees that this statement may be renewed and amended as necessary to ensure Distributor's compliance with U.S. export control laws and regulations.

[Legal Name of Distributor]



Signature

D. I. LAMB

Printed Name

MANAGING DIRECTOR

Title

31 / MARCH / 2011

Date