

NON-EXCLUSIVE DISTRIBUTION AGREEMENT

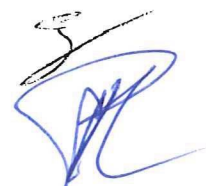
BETWEEN

FRAFITO, NICE, FRANCE

AND

HILL-ROM INC. & SUBSIDIARIES

EFFECTIVE AS OF DECEMBER 1ST, 2017

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PREAMBLE

WHEREAS, Hill-Rom desires to promote its Products and sell them in the Territory, but seeks a local support structure to do so;

WHEREAS, Distributor has experience in the marketing and the distribution of medical devices in general, and of products such as the Products in particular, and can offer sales, marketing and after-sales support throughout the Territory;

WHEREAS, Hill-Rom and Distributor agree that all terms capitalized in this Agreement shall have the meaning described in **Schedule A** attached and made a part of this Agreement, unless such meaning is specified elsewhere in the Agreement;

WHEREAS, Hill-Rom now desires to appoint Distributor as distributor of the Products for the Territory, and Distributor desires to accept such appointment.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I. DISTRIBUTOR PROGRAM

1 Object of Contract

1.1 Appointment

In accordance with the terms and subject to the conditions of this Agreement, Hill-Rom hereby appoints Distributor, and Distributor hereby accepts such appointment, as a NON-EXCLUSIVE distributor for the promotion, marketing, sale (or resale) and service of the Products listed in **Schedule B** in the Territory commencing on the Effective Date.

1.2 Nature of Relationship

Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, franchisee or joint venture relationship between the Parties. Distributor is an independent contractor, and has no authority to make any agreement or commitment, or to undertake or incur any obligation or liability on behalf of Hill-Rom or any of its affiliates, except as otherwise expressly authorized in writing by Hill-Rom.

1.3 Retention of Certain Rights

1.3.1 Product Changes

Hill-Rom retains the right, at its discretion, to (a) alter or modify the design, size or dimension of the Products, and to make changes therein at any time.

Distributor further acknowledges that Distributor does not have any right to the distribution of any Hill-Rom product other than those expressly listed in **Schedule B**. Moreover, new products replacing discontinued Products will only become part of **Schedule B** if and when the corresponding amendment to this Agreement is executed between the Parties. For the avoidance of doubt, it is agreed that the list of Products shall not change in the event of a merger or acquisition with a third party, which is also selling products of a similar type.

1.3.2 Product Additions

The Parties may agree, in writing, to add any new product to the Products listed in **Schedule B**.

1.3.3 Product Deletions

Hill-Rom retains the right, at any time during the term of this Agreement, to delete any Product from the Products listed in **Schedule B**, for any reason whatsoever. Deletions from **Schedule B** will become effective on the date decided by Hill-Rom. Distributor will be notified in writing by Hill-Rom.

1.3.4 Indent Sales

1.3.4.1 Whenever a customer in the Territory expresses the desire to contract directly with Hill-Rom instead of with the Distributor for the purchase of Products, Distributor and Hill-Rom will cooperate fully in the negotiation of the terms and conditions of the supply agreement with the customer (the "Indent Sale"). Distributor may meet directly with the customer to negotiate, but will not agree any term differing from those of the Distributor Agreement without first securing Hill-Rom's written consent. Similarly, Hill-Rom may meet directly with the customer to negotiate, but will not agree any term or condition for any obligation which will have to be fulfilled by Distributor and which is different from standard services supplied by Distributor under the Agreement without first securing Distributor's written consent.

1.3.4.2 Hill-Rom will send to Distributor a copy of the document evidencing the Indent Sale to Distributor and including the terms and conditions of such Indent Sale. Distributor will countersign a copy and remit such countersigned copy to Hill-Rom to confirm (i) Distributor's full knowledge of all seller obligations; (ii) Distributor's full acceptance of all seller obligations that are to be fulfilled by Distributor or within the Territory; (iii) Distributor's full acceptance of all financial terms, i.e., payment terms which may be different from the terms of payment usually agreed between Hill-Rom and Distributor.

1.3.4.3 For such Indent Sales, Hill-Rom and Distributor must agree, at the latest upon the conclusion of the Indent Sale contract with the customer, on the price that will serve as reference for the calculation of the commission of the Distributor (the "Reference Price"). In establishing the Reference price all relevant factors will be taken into account, including but not limited to the sales and marketing efforts made by each of the parties, which party will perform and/or pay for the service and warranty obligations which party will provide the technical support. The Reference Price will not exceed the lower of: a) the usual price granted by Hill-Rom for such Products, or, alternately, b), at the election of Hill-Rom, the calculation usually performed by Hill-Rom starting from the then effective list price as base price and in both cases, less the costs associated with the warranty, installation, service and sales efforts of Hill-Rom.

1.3.4.4 In the event that in deviation of the terms and conditions of this Agreement, under an Indent Sale the net Customer Price of Products agreed with the customer is paid to Hill-Rom as per the terms and conditions of the Indent Sale contract, then Hill-Rom will pay to the Distributor a commission which shall be equal to (i) an amount agreed between the parties or failing such an agreement (ii) a commission based on a commission schedule which is attached hereto as **Schedule C**, which relates to certain business lines or categories of products and (iii) failing applicability of the **Schedule C** the difference between the net Customer Price and the Reference Price. Such payment will in all cases compensate Distributor fully for the timely and perfect execution of all sellers' obligations under the Supply Contract which are to be performed in the Territory, and Distributor acknowledges and agrees that it has no right to demand any other compensation from either Hill-Rom or the customer.

1.3.4.5 Distributor will be paid commission on the Indent Sale within ninety (90) days of when Hill-Rom has received the full payment for Products from customer on its bank account. In case of several partial payments, the same principle shall apply to each partial payment, as long as each partial payment is received by Hill-Rom according to the terms of the Indent Sale contract. If the customer fails to pay any partial payment in time, in whole or in part, Hill-Rom may decide to retain all of the commission still due to Distributor until full payment is received from customer.

1.3.4.6 Distributor will assist Hill-Rom in every possible way to ensure timely and perfect performance of all seller obligations to be performed within the Territory. Distributor will indemnify and hold Hill-Rom harmless against any

claim by customer for additional rebate, or additional payment delay or any penalty based on failure to perform or unsatisfactory performance by Distributor of any seller obligations to be performed in the Territory.

2 Duties of Hill-Rom

2.1 Supply of Products

Hill-Rom shall use reasonable efforts to supply the Products ordered by Distributor and shall process promptly all accepted orders. If at any time there is a shortfall in the supply of any given Product, Hill-Rom reserves the right to allocate its supply of such Product among its distributors and customers, as it deems appropriate in its sole discretion. If Hill-Rom is unable to supply any Products ordered by Distributor for more than one month after the planned delivery date, then the Minimum Revenue and appropriate Minimum Product Line Revenue, if any, shall be correspondingly reduced *pro rata temporis* for the period during which supply is interrupted. Notwithstanding any other provisions hereof, Hill-Rom shall not be liable for any compensation, commission, reimbursement or damages for any delay in the delivery of the Products to Distributor.

2.2 Training of Distributor Staff

Hill-Rom shall provide Product and technical service training for a reasonable number of Distributor's personnel, at mutually acceptable times and places, provided, however, that Distributor shall pay for all traveling and living expenses for its personnel attending such training. Hill-Rom shall pay for all traveling and living expenses for the trainers, as well as for all costs of training facilities, unless otherwise agreed in writing with Distributor.

2.3 Advertising and Promotional Material

Hill-Rom shall furnish to Distributor a reasonable quantity of Hill-Rom's advertising and promotional materials for use by Distributor, in the English language. Distributor will carry out any translation of such materials at its exclusive cost and under its exclusive responsibility in case of contents discrepancy.

Distributor may conduct, at its own expense, such advertising in the local media as is necessary for the successful promotion, marketing and sale of Products within the Territory; provided, however, that the advertisements and promotional materials are pre-approved by Hill-Rom. If Hill-Rom objects to such advertising then Distributor shall not use said advertisement. Any materials expressly created for use in the Territory shall be deemed works made for hire for Hill-Rom or all rights therein shall be assigned to Hill-Rom by Distributor without further consideration being deemed necessary to effect such assignment.

2.4 Assistance to Distributor

Hill-Rom shall provide such assistance as may be requested by Distributor and as Hill-Rom can reasonably render for promoting, marketing and selling the Products throughout the Territory.

2.5 Default Terms of Sale

Unless otherwise agreed in writing, all sales shall be ex works (EXW; Inco Terms 2010) Hill-Rom's plant of origination of the Products and risk of loss shall be transferred from Hill-Rom to Distributor upon beginning of shipment. Title (ownership) shall be retained by Hill-Rom until all Products delivered have been fully paid.

2.6 Product Pricing

Hill-Rom retains the right to change the prices for the Products at any time. Hill-Rom shall endeavor to inform Distributor of such price changes in advance and as soon as appears appropriate to Hill-Rom. In case of Product price increase, such price increase shall become effective only for orders sent by Distributor to Hill-Rom after the date upon which Hill-Rom has communicated (via any means) the new, increased pricing to Distributor, as well as to orders received and accepted by Hill-Rom but which specify a delivery date more than thirty (30) days after the effective date of the price change, unless the Parties agree otherwise in writing. In case of Product price

decrease, such price decrease shall be applied to all orders not yet shipped and invoiced by Hill-Rom to Distributor, unless the Parties agree otherwise in writing.

2.6.1 Distributor Price List

The prices to be paid by Distributor for the Products purchased pursuant to this Agreement shall be as stated in the Customer Price List(s) as may be established by Hill-Rom from time to time and in effect at the time of acceptance of an order by Hill-Rom, minus agreed Distributor discount.

2.6.2 Special Pricing Situations

If special, temporary market conditions require, according to Distributor and subject to the discretionary approval of Hill-Rom, the use of special pricing in individually identified situations, and then Hill-Rom and Distributor shall agree separately and in writing on the terms and conditions applicable to such situations. A special pricing situation shall not be assumed to exist without a written agreement between the parties.

2.6.3 Packaging costs

Hill-Rom reserves the right to add the costs of packaging the Products to the agreed prices.

2.7 Acceptance of Purchase Orders

Distributor shall place firm purchase orders written in English for the Products with Hill-Rom. No purchase order submitted to Hill-Rom by Distributor hereunder shall become effective unless received in writing and accepted by Hill-Rom in writing. All orders shall be subject to Hill-Rom's approval and acceptance. The terms and conditions of this Agreement shall govern the purchase of goods by Distributor. No additional or conflicting terms shall become a part of this Agreement or of the sale of goods to Distributor unless agreed to in writing by Hill-Rom.

2.8 Invoicing

Hill-Rom or any of its subsidiaries shall invoice Distributor for accepted Product orders and packaging costs. Hill-Rom shall use reasonable efforts to ensure that the invoice is issued at the latest on the day the Products are shipped to Distributor. Unless specifically requested by Distributor and accepted by Hill-Rom, Hill-Rom will have the option, at Hill-Rom's discretion, to issue several invoices when fulfilling any one order through several shipments, as long as each such invoice corresponds to the goods shipped together.

2.9 Delivery of Products

Hill-Rom shall deliver Products pursuant to the agreed delivery terms. However, Hill-Rom reserves the right, upon prior notification to Distributor, to charge to Distributor the full cost of shipping, handling and/or processing an order, for orders which are to be handled as priority, urgent or customized, or the value of which is significantly below the average value of orders handled by Hill-Rom for all its distributors.

In case it appears to Hill-Rom that due to market circumstances Hill-Rom will not be able to deliver an order to Distributor as communicated when accepting such order, Hill-Rom shall endeavor to notify Distributor of such obstacle as soon as appears appropriate to Hill-Rom, and shall use its best efforts to keep the actual delivery conditions as close as possible to the originally accepted terms. Hill-Rom shall be liable to Distributor for faulty delivery only if such faulty delivery is due exclusively to Hill-Rom's willful misconduct or gross negligence.

2.10 Product Warranty

Hill-Rom extends to Distributor a nontransferable Product Warranty in terms identical to the warranty applicable for each Product. Hill-Rom may change such Product Warranty at its sole discretion upon written notice for future product deliveries. No employee, agent or representative of Distributor shall have any authority to bind Hill-Rom



to any additional affirmation, representation or warranty concerning the Products, and any such affirmation, representation or warranty shall not be enforceable against Hill-Rom.

Except as is expressly provided in the Product Warranty applicable to each Product, Hill-Rom expressly disclaims any representation or warranty of any kind, express or implied, whether as to merchantability, fitness for a purpose or any other matter. The remedies set forth in such Product Warranty are the only remedies available to any person for breach of warranty. Hill-Rom shall have no liability to any person for incidental or consequential damages of any description, whether arising out of warranty, other contract, and tort or otherwise.

2.11 Defective Product

Hill-Rom shall replace with an equivalent Product any Product that Hill-Rom agrees is defective, subject to availability. Hill-Rom is not responsible for Products damaged by shippers, distributors or purchasers of the Products. Distributor shall not return any Product without Hill-Rom's prior written permission. At Hill-Rom's option, Distributor shall destroy any Product that Hill-Rom agrees is defective and shall present certification satisfactory to Hill-Rom of such destruction.

3 Duties of Distributor

3.1 Promotion, Marketing and Sale of Products

3.1.1 Distributor shall at its own expense advertise the Products in the Territory in appropriate medical journals and regional publications and through direct mail, and shall also at its own expense exhibit the Products and distribute advertising and promotional materials relating to the Products at medical professional meetings and conventions within the Territory. Advertisement and promotional activities shall be in compliance with applicable law and industry standards such as Eucomed, Advamed and similar types of rules of conduct.

3.1.2 Prior to publishing, mailing or distributing any advertising or promotional materials relating to the Products other than those provided to Distributor by Hill-Rom pursuant to section 2.3, Distributor shall submit such materials to Hill-Rom for Hill-Rom's written prior-approval at least thirty (30) days prior to the date of proposed publication, mailing or distribution.

3.1.3 Distributor shall not publish mail or distribute any advertising or promotional materials relating to the Products outside the Territory. Distributor shall promptly refer all requests for promotional materials received from outside the Territory to Hill-Rom.

3.1.4 Translations

Hill-Rom is responsible for translating the following documents into the languages required within the Territory: user manuals, service manuals, field action documentation, and product literature other than promotional and advertising material. Hill-Rom reserves the right to seek full or partial payment of these costs by the Distributor or require that the Distributor supplies to Hill-Rom, at its own cost, translation drafts for the above documents or other documents, for subsequent Hill-Rom approval and sign off. Distributor shall not release any such translated documents until Hill-Rom has given its written consent to such release.

3.2 Staffing

Distributor shall maintain a sufficient number of trained sales and service personnel to carry out its obligations under this Agreement, and shall ensure that contracts with third parties regarding Products are carried out exclusively by such trained staff through the duration of this Agreement.

3.3 Training

3.3.1. Training of Distributor Staff. Distributor shall organize a sufficient number of training sessions as provided in section 2.2 above and detailed in Schedule D.

3.3.2. Training of Customer Staff. Distributor shall be responsible for the proper training of the members of each customer's staff concerning the use and maintenance of Product in accordance with the instructions of Hill-Rom.

3.4 Right to Appoint Sub-distributors / External Sales Representatives

Distributor shall not, without the prior written consent of Hill-Rom, appoint sub-distributors and/or external sales representatives in the Territory.

3.5 Access to Market

3.5.1 Import/Export Control

Distributor shall be responsible for obtaining all required licenses and governmental permissions and inspections related thereto for the export of the Products from Hill-Rom facilities and the importation of the Products into the Territory.

3.5.2 Local Business Licenses

In performing its obligations hereunder Distributor shall comply with any law or regulation applicable to it or to its activity of purchasing Products from Hill-Rom, importing Products into the Territory, and marketing and reselling Products in the Territory. Moreover, Distributor shall not perform its obligations hereunder in a manner that would cause Hill-Rom or the Distributor to not be in compliance with any applicable law or with any laws of the Territory or of the United States of America (including, without limitation, the U.S. Export Administration regulations and related laws, and the Foreign Corrupt Practices Act).

3.5.3 Local Product Registration

At Hill-Rom's request and in the name of Hill-Rom or any designee of Hill-Rom, Distributor shall make such filings with, and shall use its best efforts to obtain such authorizations and/or consents from, any Governmental Authority in the Territory as may be necessary to permit the lawful import, distribution, sale and use of Products in the Territory, including Product registrations and all import licenses and remittance (collectively, "Authorizations"). Hill-Rom shall pay all costs of translation into Portuguese of all documentation required for the purposes of obtaining the Authorizations. All rights in any Authorization shall, to the extent permitted by applicable law, belong to and be vested exclusively in Hill-Rom or any Hill-Rom designee. If it is required that any Authorizations be issued in the name of Distributor, Distributor shall to the extent permitted by applicable law take all actions necessary or useful to assign to or vest in Hill-Rom or any Hill-Rom designee all right, title and interest therein, or to assist in the reissue of thereof to Hill-Rom or any Hill-Rom designee.

3.6 Exclusive Purchases

Distributor shall not, without prior written consent of Hill-Rom, purchase the Products for resale in the Territory from any entity, company or individual, other than Hill-Rom.

3.7 Minimum Revenue Commitments

3.7.1 Initial Minimum Revenue & other KPI's

During each Sales Year of this Agreement, Distributor commits to purchase (i) a sufficient quantity of Products to cause the aggregate payments received by Hill-Rom during such Sales Year for such purchases to equal or exceed the Minimum Revenue listed in **Schedule E**; and, if applicable, (ii) a sufficient quantity of Products in each Product Line to cause the aggregate payments received by Hill-Rom during such Sales Year for such purchases to equal or exceed each Minimum Product Line Revenue.

Distributor accepts that satisfying both the Minimum Revenue and Minimum Product Line Revenue is a material obligation under this Agreement, and that failure to do so shall constitute cause for termination of this Agreement by Hill-Rom, provided, however, that in the case where Distributor does satisfy the Minimum Revenue

commitment while not satisfying each and every Minimum Product Line Revenue requirement during any given Sales Year, Hill-Rom shall only have the option, in Hill-Rom's sole discretion, to remove from this Agreement the Product Line(s) for which the Minimum Product Line Revenue commitment has not been fulfilled from **Schedule B**. The Minimum Revenue will then be reset automatically for the next Sales Year as the sum total of the Minimum Product Line Revenues for each of the Product Lines remaining in **Schedule B**.

3.7.2 Year-to-year Evolution of Minimum Revenues

The Minimum Revenue per year and Minimum Product Line Revenue per year are calculated as follows: (i) for the initial Sales Year, the Minimum Revenue and Minimum Product Line Revenue shall be as set forth in **Schedule E** and for each subsequent Sales Year, unless prior to the beginning of any given Sales Year Hill-Rom and Distributor agree differently in writing, the Minimum Revenue and Minimum Product Line Revenue shall be greater by the Revenue Increment.

3.8 Competitive Business

Distributor warrants to Hill-Rom that, as of the Effective Date, Distributor does not market or distribute in the Territory any products competing with the Products other than those expressly listed in **Schedule F** attached hereto. If, during the term of this Agreement, Distributor decides to market any new product or product line, then Distributor shall notify Hill-Rom of such decision at the latest within thirty (30) calendar days of (i) entering into any agreement with a third party for the marketing of such product, or (ii) launching the public marketing of the product, whichever occurs first. Hill-Rom shall review whether the product is competing with any of the Products. If the product is deemed by Hill-Rom, in its sole discretion, to compete with any of the Products, Hill-Rom shall have the option of terminating this Agreement pursuant to section 6.2, or of accepting the listing of the competing product in a new version of **Schedule F** to be executed by the Parties. Acceptance by Hill-Rom of one or more competing products being listed in **Schedule F** shall not, under any circumstances, create a precedent as to the acceptance of any other products, nor shall it in any way affect Hill-Rom's right to terminate this Agreement.

3.9 Prohibition on Sales outside the Territory

The right to sell Products outside the Territory is exclusively reserved for Hill-Rom, its Affiliates and appointed distributors. Therefore, Distributor shall not solicit orders outside the Territory. Unless Distributor is established within the European Union, Distributor shall not accept unsolicited orders from any party established outside the Territory, and shall refer all such orders to Hill-Rom. Distributor shall not sell Products to a party if Distributor has reason to believe that such party may resell them without complying with all applicable law.

3.10 Prohibition on Modification or Addition to Products

Distributor shall not modify or add any features to any of the Products. Nor shall the Distributor expand the application or use of any of the Products by communicating or promoting in any way the use of the Products for purposes other than specifically indicated by Hill-Rom in the Product manual or operating instructions.

3.11 Sales Forecasts

Thirty (30) days prior to the beginning of each new quarter, Distributor shall provide in writing rolling 12-month sales forecasts to Hill-Rom including details which might be reasonably requested by Hill-Rom to manage the order funnel such as end customer, product, competitive activity, probability of success, etc.. Such forecast shall not be binding on either Party.

3.12 Annual Business Plan

Distributor shall achieve the sales goals as set forth in an annual business plan covering a period of twelve (12) calendar months (the "Annual Business Plan") agreed to and signed by the Parties prior to the commencement of such period and which, as amended or replaced and superseded from time to time pursuant to the terms

hereof, shall form an integral part of this Agreement. The Parties have agreed upon the first Annual Business Plan under this Agreement or if not, the Minimum Revenue as contained in **Schedule E** shall be considered as the first Annual Business Plan. Each subsequent Annual Business Plan shall be negotiated in good faith and agreed to by each of the Parties prior to the commencement of such period. Distributor shall provide progress reports concerning the Annual Business Plan every three (3) months.

3.13 Form & Content of Purchase Orders

Distributor shall submit purchase orders for Products by e-mail, mail or facsimile to Hill-Rom's Customer Service Department. Such purchase orders shall set forth, with respect to each Product ordered, (i) the article/material number, (ii) the quantity ordered, (iii) the price per item, (iv) the requested delivery dates, (v) the agreed payment terms if different from the prevailing payment terms defined in **Schedule A** of this Agreement, and (v) the shipping instructions and pertinent end-user information like installation requirements, customization requirements etc.. All orders are subject to acceptance and assume full compliance by Distributor with this agreement, such as but not limited to having validly trained and thus qualified service technicians capable of installing, testing, and servicing (warranty) the Products as well as validly trained product specialists qualified to perform the hand-over to and user training for the end-user.

3.14 Acceptance of Deliveries & Return Policy

All sales are final and deliveries shall be deemed accepted without any reserve by Distributor unless Distributor notifies Hill-Rom of the existence of any damage, shortage or discrepancy in any shipment within ten (10) Business Days of receipt of the shipment at agreed point of delivery. If Hill-Rom is solely responsible for such damage, shortage or discrepancy, Hill-Rom shall correct it by delivering additional or replacement Products, as the case may be, at its own cost. Unless the parties agree differently before shipment of the Products, Distributor shall not refuse under any circumstances to take delivery of the totality of a shipment if such shipment is only partially affected by damage, shortage or discrepancy.

3.15 Payment for Product

Distributor shall pay for the Products according to the agreed payment terms and to a party which is designated as the recipient for payment in the invoice. However, Hill-Rom shall be authorized for all purposes, to collect and pursue payment in its own name of all invoices which were issued to the Distributor. In the absence of such written instructions, payment must be made in U.S. Dollars to Hill-Rom's address as set forth herein and must be received by Hill-Rom no later than the last day of the Payment Period (as defined in **Schedule A**), counting from the date of the invoice. In case the Payment Period or the agreed payment terms are in advance of shipment, then "invoice" shall be deemed to mean "pro-forma invoice". If full payment is not received by Hill-Rom within the Payment Period, the amount outstanding shall automatically accrue interest at the Late Payment Interest Rate starting from the Business Day following the expiration of the Payment Period, without need for Hill-Rom to notify Distributor of Distributor's failure to pay in due time. Additionally, Hill-Rom may, in addition to any other available remedies, suspend acceptance and/or delivery of Distributor orders for Products until such time as Distributor's payments are current. Hill-Rom may thereafter condition acceptance and/or delivery of future orders on such other or additional payment terms as Hill-Rom shall, in its discretion, determine.

3.16 Technical Support to Customer

Distributor shall provide such reasonable technical support as customers may require from time to time. Unless agreed otherwise this includes technical support for Indent Sales. Such technical support and advice may include (i) observing and providing advice with respect to installation of Products, (ii) providing any equipment required for installation and use of Products, and (iii) providing educational and training support (iv) using certified or officially calibrated tools and equipment.



3.17 Inventory of Product and Spare Parts

Distributor shall maintain an inventory of Products and spare parts adequate to serve the market for Products within the Territory. Hill-Rom or any Hill-Rom designee may inspect such inventory at any time.

3.18 Product Warranty or Representations to Customer

Distributor shall provide the Product Warranty to its customers in its own name and shall make no false or misleading representations or warranties of performance, efficiency, or otherwise for any of the Products, except for those warranties set forth pursuant to section 2.10, or otherwise approved of in writing by Hill-Rom. Further, Distributor shall make no warranties of performance, efficiency, or otherwise, which binds Hill-Rom in any way, or hold itself out as having any rights not expressly granted herein. The Product Warranty shall commence on the earlier of the installation of the Products, as evidenced by an acceptance statement issued by the customer, at the date of receipt of the Product by the customer or 10 days after receipt by the customer without a complaint being filed by the customer or its representatives.

3.19 Record Keeping and Retention

Distributor shall keep up-to-date records of all inquiries, transactions, and proceedings relating to the sale, installation, service and/or repair of the Products (including product location, model and serial number information, date of installation/service and/or repair, individual servicing the Products, the service performed and the test and inspection data), and at Hill-Rom's request shall allow Hill-Rom to have access to and take copies of such records. Distributor shall maintain such records for the life-time of the Product, unless otherwise instructed by Hill-Rom. Distributor shall forward these records to Hill-Rom at any time within thirty (30) days at Hill-Rom's request or within thirty (30) days of termination of this Agreement for any reason, including cessation of business operations.

3.20 Audits and Inspections

Distributor shall maintain all records regarding sales and traceability of Products as required by applicable law in the Territory. Periodically, but not more often than once per Sales Year, Hill-Rom may request Distributor to access and verify such records. Distributor shall grant Hill-Rom full access to its premises and books during normal business hours and shall cooperate with Hill-Rom's representatives to perform such audit in the most productive and satisfactory manner.

3.21 Compliance Duties of Distributor

3.21.1 Compliance with laws of the Territory

Distributor is solely responsible for obtaining and having in effect all licenses, permits and authorizations from all governmental agencies within and without the Territory necessary to the performance of its obligations hereunder and shall comply with all applicable laws, rules and regulations in the Territory affecting Hill-Rom and Distributor and their respective activities hereunder. Distributor shall promptly notify Hill-Rom in writing (a) of any changes to or additional licenses, permits, or authorizations required by Hill-Rom under the laws and regulations of the Territory as may be necessary for the performance by Hill-Rom of its obligations under this Agreement, and/or (b) if this Agreement or any portion hereof is illegal under or infringes any law or regulation applicable in the Territory. Distributor is responsible for notifying Hill-Rom of any additions or changes to regulatory requirements in the Territory. Distributor shall indemnify Hill-Rom against and hold it harmless from all penalties, fines, charges, liabilities or costs (including attorneys' fees and related costs) resulting from or in connection with any failure to notify Hill-Rom under the preceding sentence of this Section 6.1 and in accordance with its terms.

3.21.2 Compliance with Hill-Rom's Global Code of Conduct

Distributor acknowledges that its organization and staff is familiar and will be kept up-to-date with Hill-Rom's Global Code of Conduct, a copy (current as of the Effective Date) of which is available on Hill-Rom's website and made a part hereof and in particular with the chapters of such Global Code of Conduct concerning fair dealings with customers and competition. Distributor pledges to perform all activity under this Agreement in compliance with such Global Code of Conduct.

3.21.3 Compliance Regarding Anti-Bribery/Anti-Corruption

Distributor represents and warrants that neither it, nor any of its equity holders, partners, members, officers, directors, employees, representatives, servants, affiliates, sub-contracts, or other agents has, and undertakes and agrees that neither it nor any of its equity holders, partners, members, officers, directors, employees, representatives, servants, affiliates, sub-contracts, or other agents shall, directly or indirectly, offer, pay, promise to pay or authorize the payment or giving of any money, or anything of value to:

- (i) (i) any Government Official (as such term is defined below), (ii) any health care professional, or (iii) any person (including its shareholders or the shareholders' directors or personnel), while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any Government Official or health care professional, in each case of for the purpose of (a) improperly influencing or rewarding any act or decision of a Government Official or health care professional, or (b) inducing a Government Official or health care professional to do or omit to do any act in violation of the lawful duty of the Government Official or health care professional, or (c) improperly obtaining, retaining, or directing business or securing an improper advantage for Hill-Rom, or (d) improperly inducing such Government Official or health care professional to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.
- (ii) any officer, employee, agent, or representative of another company or organization, without that company's or organization's knowledge and written consent (a copy of which consent shall be promptly provided by Distributor to Hill-Rom), with the intent to influence the recipient's action with respect to his or her company's or organization's business, or to gain a commercial benefit to the detriment of the recipient's company or organization, or to induce the recipient to violate a duty of loyalty to his or her employer.

For purposes of this Agreement, "Government Official" means the following: officials or employees of any national, regional, local, or other government, or any department, agency, or instrumentality thereof, political parties or officials thereof, candidates for political office, officers and employees of companies in which the government owns an interest or maintains control, officials or employees of any public international organization (such as the United Nations, World Bank, or World Health Organization), or any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, party, or public international organization (such as a consultant retained by any of the foregoing).

Distributor agrees that in performing its duties under this Agreement it has not and will not violate, and will not in any way cause Hill-Rom to violate, the provisions of The U.S. Foreign Corrupt Practices Act of 1977 as amended. In addition, Distributor shall likewise comply with all similar applicable laws, rules, regulations and industry codes concerning bribery, money laundering, or corrupt practices or behavior, or which in any manner prohibit the giving of anything of value to any official, agent or employee of any government, political party or public international organization, candidate for public office, or to any officer, director, employee or representative any other organization, including if applicable, the U.K. Bribery Act.

None of Distributor's equity holders, partners, members, officers, directors, employees, representatives, servants, affiliates, sub-contractors or other agents is or, without giving prior written notice to Hill-Rom, will become an official or employee of any government, or any department, agency or instrumentality thereof, or any political party thereof, or any public international organization, or a candidate for any political office, or a person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, party, or public international organization.

Distributor has not received at any time in the last five (5) years any notice, subpoena, demand or other communication (whether oral or written) from any governmental authority regarding Distributor's actual, alleged, possible or potential violation of, or failure to comply with, any laws, rules, regulations or industry codes governing bribery, money laundering, or other corrupt practices or behavior; and to the best of its knowledge, Distributor is not now, and has not been at any time in the last five (5) years, the subject of any governmental investigation, audit, suit or proceeding (whether civil, criminal or administrative) regarding its actual, alleged, possible or potential violation of, or failure to comply with, any such laws, rules, regulations or industry codes.

Distributor further acknowledges that it has reviewed and agrees to abide by Hill-Rom's Global Anti-Corruption Policy, a copy of which is attached hereto as **Schedule G**. Hill-Rom shall have the right to audit Distributor in order to satisfy itself that no breach of this section 3.21.3 has occurred. Hill-Rom may, at its option, select an independent third party to conduct an audit on Hill-Rom's behalf. Distributor shall cooperate fully in any audit conducted by or on behalf of Hill-Rom, or in connection with the investigation of any allegation, event, fact or occurrence which causes Hill-Rom concern regarding Distributor's compliance with any representation, warranty, or undertaking in this Section. Furthermore, Distributor agrees to submit on an annual basis a certification of compliance with this section 3.21.3 to Hill-Rom. Such certification shall be submitted on the form provided by and within the time frame specified by Hill-Rom.

Distributor warrants that each invoice will be accurate in every respect. Distributor shall maintain true, accurate and complete books and records with respect to all payments made to or for the benefit of third parties in connection with this Agreement or that relate in any way to the goods or services provided to or for Hill-Rom. For all costs claimed that relate to payments made to third parties, Distributor will maintain, and will provide to Hill-Rom upon reasonable request, receipts or other supporting documentation that adequately indicate the amount and purpose of the expense. Any expenses paid to or on behalf of a government official, health care professional, or other person affiliated in any way with a government institution must be specifically noted as such on the invoice sent to Hill-Rom.

Distributor shall require any subcontractors or other persons or entities that provide services to Distributor in connection with Distributor's obligations under this Agreement to agree to and abide by the representations, warranties and covenants in this Section.

Distributor shall promptly notify Hill-Rom of (a) the occurrence of any fact or event that would render any representation, warranty, covenant or undertaking in this Article incorrect or misleading; (b) any notice, subpoena, demand or other communication (whether oral or written) from any governmental authority regarding Distributor's actual, alleged, possible or potential violation of, or failure to comply with, any laws, rules, regulations or industry codes governing bribery, money laundering, or other corrupt practices or behavior, and (c) any governmental investigation, audit, suit or proceeding (whether civil, criminal or administrative) regarding Distributor's actual, alleged, possible or potential violation of, or failure to comply with, any such laws, rules, or regulations or industry codes.

- 3.21.4 Compliance with US Laws on Re-export. Distributor acknowledges that Hill-Rom has informed Distributor that United States law and regulations may under certain circumstances forbid or limit the re-export of Products (or associated technical data) sold or transferred to customers in the Territory. Distributor undertakes to make every reasonable effort to comply with such laws and regulations, including, without limitation, providing customer information required by Hill-Rom to comply with applicable law of the U.S.
- 3.21.5 Training. Periodically, as requested by Hill-Rom, Distributor shall provide Hill-Rom the names of its employees and employees of Affiliated sub-distributors and approved non-Affiliated sub-distributors or other representatives who will interact with health care professionals and government officials on behalf of Hill-Rom, as well as certain other employees specified by Hill-Rom, and shall cause such employees to undertake compliance training in a form approved by Hill-Rom.
- 3.21.6 Compliance Officer. Distributor shall at the request of Hill-Rom designate a compliance officer to oversee and ensure Distributor's compliance with its obligations under this Section 3.21, failing such a request this task shall fall on the general manager of the Distributor. The compliance function shall be performed by a person of sufficient seniority, and shall be provided with sufficient resources, to fulfill his or her obligations and act in accordance with prevailing best practices.

3.22 Taxes

Except as expressly stated otherwise, the Distributor prices do not include any existing or future taxes, tariffs, fees, duties, assessments or other charges (other than income taxes assessed on Hill-Rom) that may be applicable to the Products sold to Distributor. If such additional sums are required to be withheld, collected or paid by Hill-Rom, then Hill-Rom shall add them to the purchase price payable by Distributor and will be specified

on each invoice. More generally, Distributor shall be responsible for all taxes, tariffs, fees, duties, assessments and other charges, however designated, imposed by any Public Authority in the Territory in connection with the execution of this Agreement or Distributor's performance of its obligations hereunder.

3.23 Ownership Information Disclosure

Distributor understands and agrees that Distributor's ownership, financial and operational status can affect its ability to fulfill its duties as set forth in this Agreement. Distributor agrees to produce to Hill-Rom, upon Hill-Rom's request and in a form and substance acceptable to Hill-Rom, the name and address of persons having a shareholding, partnership or other ownership interest in Distributor and the extent and nature of the ownership interest of each such person, information regarding the financial and operational status of Distributor. Distributor shall notify Hill-Rom in writing of any changes to the foregoing within two (2) calendar days of the effective date of such changes.

3.24 Distributor will maintain at all times liability insurance with a reputable insurer, under the terms of which coverage is available for liability arising out of the customary risks associated with the activities foreseen under this agreement, including Product Liability. The level of insurance will be adequate but not be lower than US\$ 2,500,000 per occurrence per year and with an aggregate limit per insurance per year of not less than US\$ 5,000,000. Hill-Rom will be named as co-insured on this policy.

3.25 Indemnity

Distributor agrees to indemnify and hold harmless Hill-Rom, its Affiliates and their respective directors, officers, employees, agents and representatives against any and all claims, demands, proceedings, losses, costs and expenses which may be brought against or suffered or incurred by Hill-Rom, its Affiliates or its or their respective directors, officers, employees, agents and representatives in consequence of any breach of applicable law, the terms of this Agreement by Distributor or any error, mistake or negligence on the part of Distributor or any of its employees or agents in storing, selling, promoting or distributing any of the Products.

3.26 Assistance in Regulatory Affairs

Distributor shall provide Hill-Rom, upon request, with any assistance and information necessary or desirable, in Hill-Rom's opinion, to create, improve or preserve the most favorable regulatory environment in the Territory for the distribution of Products, or to communicate with the relevant authorities in the Territory regarding actual or potential individual measures or decisions affecting the distribution of Products.

3.26.1 Medical Devices / Vigilance Reports

3.26.2 Distributor acknowledges its receipt of the Medical Device Report regulations (21 Code of Federal Regulations of the United States of America Part 803) and Guidelines on a Medical Device Vigilance System (MEDDEV 2.12-1, latest edition). To the extent that any Products are subject to such regulations or other related regulations, Distributor shall take all reasonable measures necessary to enable Hill-Rom to timely fulfill its obligations there under. Further, Distributor shall comply with any reporting requirements that apply to distributors under such US, EU, or other applicable regulations. Distributor is solely responsible for complying with all reporting requirements within the Territory and in accordance with the latest published versions of the regulations and guidelines. Distributor shall not remove references to the capacity of Hill-Rom as manufacturer, references or instructions for use, serial numbers or distribute Products without any of these. Maintaining Records

Distributor acknowledges and agrees that it will establish and maintain records of all Products sold with the following information as a minimum: i) customer name & address ii) a list of the Products that were delivered with serial numbers and date of delivery and iii) device complaint records (jointly to be referred to as "Files") containing any event and/or incident information, including any written, electronic, or oral communication, either received or generated by Distributor, that alleges deficiencies related to the identity (e.g., labeling), quality, durability, reliability, safety, effectiveness, or performance of Product ("Device Complaint"). Distributor must also maintain records of its evaluation of the allegations in the event and/or incident record. Moreover, Distributor must clearly

identify the records as device complaint records ("the Records") and file these Records by device name. Distributor may maintain these Files and Records in written or electronic format and must back up any file maintained in electronic format. Files, Device Complaints and Records shall remain legible, readily identifiable and retrievable for a period not less than 15 years after last product distribution. The Files, the Device Complaints and Records will also be provided to Hill-Rom at the first written request while all safety related Device Complaints, Files and Records will be forwarded immediately.

3.26.3 Reporting to Hill-Rom

Distributor shall, without delay, review events and promptly and immediately report Device Complaints and/or incidents to Hill-Rom by calling the relevant Hill-Rom call center. To the extent that any Products are subject to such regulations or other related regulations or guidelines, Distributor shall take all reasonable measures necessary to enable Hill-Rom to timely fulfill its obligations thereunder. Hill-Rom may require Distributor to provide Hill-Rom once per year with its updated list of sub-contractors.

3.26.4 Field Actions

Distributor shall take all actions directed by Hill-Rom to implement and facilitate required Product Field Actions within the time period specified by Hill-Rom. Distributor shall use its best skills, energy, and efforts to accomplish Field Actions when required by Hill-Rom. Distributor shall follow all procedures and instructions to complete these Field Actions within the time period specified by Hill-Rom. Distributor shall document all actions taken within the time period specified by Hill-Rom or required by law and shall provide such documentation to Hill-Rom within the specified time period. In the event of a Field Action, Hill-Rom will provide to the Distributor all the necessary spare parts while Distributor will provide all labor and cover for the local out of pocket expenses.

3.26.5 Product Claim Procedures

In the event that Hill-Rom deems it necessary to recall any Product or to implement any other form of field corrective action concerning Products, or if any Public Authority requests such recall or implementation, Hill-Rom and Distributor shall cooperate fully with each other in performing such recall or implementation program. Distributor shall bear the costs and expenses of the program, including without limitation expenses or obligations to third parties, costs or notifying customers and costs associated with the shipment of such Products from customers.

3.26.6 Indemnity for Product Liability Costs

Distributor shall cooperate fully with Hill-Rom in responding adequately to the third party claim by providing any necessary or desirable information, documentation or records to Hill-Rom, as determined by Hill-Rom in its sole opinion. Hill-Rom agrees to indemnify and hold harmless Distributor against any third party liability claims, demands, costs or expenses (including reasonable attorney's fees) arising out of the failure of or fault concerning or affecting any Product, provided, however, that Distributor notifies Hill-Rom of all such third party claims immediately upon service or receipt of a claim, and that Distributor passes to Hill-Rom the sole control of the management of any such claims, whether they be against Hill-Rom or Distributor.

3.26.7 Medical Device Safety Officer

Distributor shall at the request of Hill-Rom designate a Medical Device Safety Officer to oversee and ensure Distributor's compliance with its obligations under Section 3, failing such a request this task shall fall on the general manager of the Distributor. The Medical Device Safety Officer function shall be performed by a person of sufficient seniority, and shall be provided with sufficient resources, to fulfill his or her obligations and act in accordance with prevailing best practices.



4 Representations and Warranties by Distributor

4.1 Corporate Governance

Distributor is duly organized and validly existing under the laws of its jurisdiction of organization, has the authority to conduct the business in which it is currently engaged, and is in compliance with applicable law. Distributor has the legal capacity to execute this Agreement and perform its obligations hereunder. Distributor is not required to obtain any authorizations in connection with its execution and delivery of this Agreement, or the performance of its obligations hereunder.

4.2 Absence of Breach

Distributor warrants that execution and delivery of this Agreement by Distributor and performance by Distributor of its obligations hereunder shall not (i) violate any applicable law applicable to Distributor or (ii) be in breach of, or constitute a default under, the provisions of any agreement, instrument or undertaking by which Distributor is bound. In particular, the receipt by it of any amount paid or benefit provided pursuant to this Agreement, including but not limited to any fee, credit, discount or similar consideration, shall be in all respects in full compliance with all applicable law.

4.3 Absence of Government Officials

Neither Distributor nor, if applicable, any of its shareholders, directors, officers, employees, agents or representatives is a Government Official of the Territory. If at any time during the term of this Agreement, Distributor or any shareholder, director, officer, employee, agent or representative of Distributor becomes, or proposes to become, a Government Official of the Territory, Distributor shall immediately notify Hill-Rom and Hill-Rom shall have the unilateral right, without provision of any compensation whatsoever, to modify or terminate this Agreement as necessary to ensure that any applicable law, applicable law of the Territory and of the United States of America shall not be violated.

4.4 Fair Market Value Compensation

Distributor represents and warrants that all payments, commissions, or other value that it may receive from Hill-Rom under this Agreement constitute fair market value for distribution services rendered and are commensurate with the level of fees that Distributor charges to other similar manufacturers for distribution services.



PART II. CONTRACTING TERMS AND GENERAL PROVISIONS

5 Intellectual Property

5.1 Confidential Information

Distributor agrees to hold in confidence all trade secrets and confidential information of Hill-Rom and its affiliates acquired by Distributor pursuant to, or as a result of, the provisions of this Agreement. At no time during the term of this Agreement or following any termination of this Agreement shall Distributor have the right to use or disclose any such trade secrets or confidential information. Upon termination of this Agreement, Distributor shall promptly deliver to Hill-Rom all samples, blueprints, drawings, manuals, letters, notes, notebooks, reports, and all other materials of a secret or confidential nature relating to the business of Hill-Rom or its affiliates, which are in the possession or under the control of Distributor.

5.2 Use of Trademarks and other Intellectual Property Rights

5.2.1 The materials used for the promotion, marketing and sales of the Products by Distributor shall bear such trademarks as Hill-Rom may from time to time specify ("the Trademarks"). Distributor shall not use the Trademarks in such manner as to damage Hill-Rom's reputation or image in any manner or extent whatsoever. Distributor shall not, without the prior written consent of Hill-Rom: (i) use the Trademarks or name of Hill-Rom or any of its affiliates as part of Distributor's corporate or business name; or (ii) use any other trademark, logo or trade name in the opinion of Hill-Rom that is confusingly similar to any Trademarks; or (iii) use any other trademark, trade name or logo in respect of the Products; or (iv) use the Trademarks for the promotion, distribution, marketing or sale of any product other than the Products.

5.2.2 Distributor shall cooperate with and assist Hill-Rom in obtaining, maintaining, protecting and enforcing the Trademarks in the Territory.

5.2.3 Distributor shall promptly notify Hill-Rom if Distributor becomes aware that any person, firm or corporation in the Territory is infringing or using unlawfully any Trademarks or other Hill-Rom intellectual property right. Distributor shall not threaten any action or institute any action against others relating to the Trademarks or other Hill-Rom intellectual property right without the prior written consent of Hill-Rom.

5.2.4 Distributor acknowledges and agrees that all Trademarks are valid and are owned exclusively by Hill-Rom or its Affiliates and that all uses thereof by Distributor inure to the benefit of Hill-Rom. Distributor further agrees that it shall not attempt to register or in any manner adversely affect or contest the validity of or Hill-Rom's ownership interest in or to any such Trademarks and that Distributor shall promptly notify Hill-Rom of any applications to register Trademarks filed by, on behalf of, or in response to, instructions from Hill-Rom or its affiliates ("Distributor Trademark Applications"). Distributor agrees that any and all Distributor Trademark Applications and any trademark registrations maturing therefrom are owned exclusively by Hill-Rom and Distributor does hereby assign, sell, and convey to Hill-Rom the entire rights, title, and interests in and to all such Distributor Trademark Applications or trademark registrations maturing therefrom.

5.2.5 Distributor will execute any documents that Hill-Rom deems necessary in connection with the assignment of any such Distributor Trademark Applications and trademark registrations maturing therefrom.

5.2.6 Upon expiration or termination of this Agreement, Distributor shall cease using the Trademarks and any names or marks similar thereto, and will surrender and assign and hereby surrenders and assigns to Hill-Rom any and all rights and goodwill which may have been acquired by reason of use of the Trademarks. No property right in or privilege to use the Trademarks is created by this Agreement which will extend beyond the expiration or termination of this Agreement.



5.2.7 Distributor is expressly licensed to use the term "Authorized Hill-Rom* Distributor" solely in the Territory and only during the term of this Agreement subject to prior written approval by Hill-Rom of specific uses. Distributor is also licensed to use the Hill-Rom logo* on Distributor's business cards, commercial letterhead, and other corporate and commercial literature or promotional materials, provided, however, that:

- Distributor uses the colors, typeset, proportions and exact composition of the Hill-Rom logo, as per the guidelines provided on request by Hill-Rom; and
- Distributor uses the Hill-Rom logo always in conjunction with its own corporate identity or logo on the same support, and ensures that the Hill-Rom logo always appear in less prominent fashion than the Distributor's own company name or logo. "Less prominent" means that the Hill-Rom logo should be smaller and be placed lower on the support than Distributor's; and
- The Hill-Rom logo is always displayed in conjunction with the phrase "Authorized Distributor" or "Authorized Distributor of", either placed immediately to the left of, or above, the logo, or above the zone where several principals' logos are displayed. These words are mandatory, and should never be replaced with, specifically, the words "agent", "representative" or "partner". In case a translation into local language is necessary, Distributor shall use the local language phrase legally equivalent to the above mandatory phrases exclusively.

*) or another trademark/logo agreed between the parties.

5.2.8 Distributor agrees that it shall neither release nor use Hill-Rom written materials or publications including blueprints, drawings, manuals, letters, notes, notebooks, reports, and all other written materials and publications ("Written Materials") except in connection with fulfilling Distributor's obligations under this Agreement. Specifically, Distributor shall not use any Hill-Rom Written Materials for the purpose of manufacturing any goods including goods similar to Products or any parts or components thereof.

5.3 Copying and Reverse Engineering

Neither Distributor nor any affiliate, agent or employee of Distributor shall, directly or indirectly, make or cause to be made any copies of the Products in whole or part. Further, Distributor shall not perform any action or use the Products in any way for reverse engineering of the Products or other related technology underlying or included in the Products.

5.4 Intellectual Property Indemnity

5.4.1 Hill-Rom shall defend or have the sole control of the defense in any suit or proceeding brought against Distributor or its customer insofar as such suit or proceeding is based on a claim that Distributor or its customer does not have sufficient right, title and interest in any Product manufactured or supplied by Hill-Rom to Distributor, or that Product as furnished by Hill-Rom to Distributor under this Agreement constitutes direct infringement of any US issued patent or copyright, and Hill-Rom shall pay all settlements and all damages and costs finally awarded therein against Distributor or its customer, provided that such damages and costs shall not exceed the original purchase price for the infringing Product delivered and paid for by Distributor, and provided further that Hill-Rom is promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance necessary to defend or settle said suit or proceeding. If the Product is held in such suit to infringe and the use of the Product is enjoined, or in the case of a settlement as described above, Hill-Rom shall have the option, at its own expense, to procure for Distributor and its customer the right to continue using the Product; or replace same with a non-infringing Product; or modify same to make it non-infringing; or refund the depreciated value of said Product, and accept the return of same.

5.4.2 Hill-Rom shall not be obligated to defend or be liable for costs and damages if the infringement arises from a modification of the Product after delivery by Hill-Rom, or from other fault or action of Distributor or its customer, or if the infringement arises from the combination of a Product with a product not included in **Schedule B** if the combination with the corresponding Product would have been sufficient to avoid the infringement. Hill-Rom may further decline to make further shipments to Distributor under this Agreement.

- 5.4.3 The foregoing states the entire liability of Hill-Rom for patent, copyright, or other intellectual property infringement by Products.

6 Term, Termination and Consequences

6.1 Term of Agreement

This Agreement shall become effective on the Effective Date and shall continue in full force and effect for three 3 year thereafter, unless terminated earlier. This Agreement may thereafter be renewed and extended only by mutual written agreement of the parties. The parties expressly agree that this Agreement shall always be interpreted as a definite-term agreement, and not as an indefinite-term agreement, regardless of any successive renewal(s) in fact of this Agreement. Failure to execute a written extension or renewal instrument before the Expiration Date shall be interpreted as refusal to renew or extend this Agreement. Notwithstanding the initial term of this Agreement and the provision of the Annual Business Plan, the parties acknowledge and agree that this Agreement may be terminated by either party at any time for any or no reason whatsoever by written notice to the other party delivered not less than ninety (90) days prior to termination.

6.2 Termination for Cause

This Agreement may be terminated immediately upon the happening of any one of the following events, anyone of which shall constitute just cause for termination:

- (a) by either party upon notice in writing upon institution of proceedings in receivership, bankruptcy or insolvency by or against the other party, or an assignment for the benefit of creditors or dissolution or liquidation of the other party's business whether voluntarily or by a third party or upon the other party's inability to pay its debts as they fall due; or
- (b) by either party upon notice in writing in the event of the other party's breach of this Agreement, which breach is not cured within thirty (30) days of receipt of notice of such breach including, but not limited to, Distributor's failure to fulfill its obligations under the Annual Business Plan; or
- (c) by either party upon notice in writing in the event of a decision by Hill-Rom to withdraw from the Territory for any reason whatsoever; or
- (d) by either party in the event that the promotion, marketing, sale or delivery of Products in and to the Territory is prohibited or otherwise adversely affected by any statute, ordinance, order, rule, regulation or any other law, now or hereafter, in effect in the U.S.A. or the Territory or any political subdivision thereof relating to Hill-Rom or the Products, or upon the loss by either party of any license, permit or authorization from any governmental agency within the Territory necessary for the performance of its obligations hereunder; or
- (e) by either party if any substantial portion of the property or business of Distributor in the Territory shall be expropriated by any government and the performance by Distributor of this Agreement or any of its obligations hereunder is prevented, restricted or interfered with by reason of such expropriation; or
- (f) by Hill-Rom if Distributor makes a purported assignment of this Agreement or any part hereof in violation of this Agreement or there occurs a substantial change in the ownership or control of Distributor's equity, business or assets; or
- (g) by Hill-Rom if Distributor takes any action which in the opinion of Hill-Rom may bring Hill-Rom's name into disrepute or be prejudicial to the sale of the Products in the Territory; or
- (h) by Hill-Rom if Distributor engages in any unsafe practices that in the opinion of Hill-Rom could compromise patient, users, health care provider's safety, which includes for the avoidance of doubt non observance of the obligations contained in Section 3.3.1; or

- (j) By Hill-Rom if Hill-Rom receives information which it determines in its sole discretion to be evidence of a breach by Distributor of any representation, warranty, or covenant set forth in Section 3.21.3.

6.3 Effects of Termination

- 6.3.1 Any termination of this Agreement shall operate as a cancellation of all orders from Distributor to Hill-Rom which Hill-Rom has not accepted prior to the date of such termination. Distributor shall fill customer orders accepted by it prior to termination or expiration but shall otherwise cease to sell the Products. Expiration or Termination of this Agreement shall not affect any order of Distributor which has been accepted by Hill-Rom and is in effect upon such termination or expiration; provided, however, that Hill-Rom may, in its sole discretion, subject the processing and/or shipment of such order to Distributor's acceptance of special payment terms.
- 6.3.2 Neither Hill-Rom nor any of its affiliates shall be liable to Distributor for any damages (including but not limited to consequential or incidental damages or lost profits) or other compensation as a consequence of any such termination or cancellation of orders. Distributor agrees that it has no proprietary or equitable right to any continuation of this Agreement.
- 6.3.3 Distributor shall have no claim for compensation for development of goodwill or any other intangible property right arising from this Agreement or Distributor's performance under this Agreement regardless of whether such Agreement has been extended and renewed one or more times by the parties.
- 6.3.4 Hill-Rom shall have no liability to Distributor for any fees, out of pocket expenses, registration fees, any reimbursements or other compensation of costs and losses under this Agreement, including for services previously performed, and Distributor shall defend and indemnify Hill-Rom for any third-party for losses, costs, claims, or damages resulting from the breach of Section 3.21.3 and Hill-Rom's termination of this Agreement.
- 6.3.5 Upon any termination of this Agreement, any and all amounts owing by Distributor to Hill-Rom shall become immediately due and payable and Distributor shall promptly pay all such amounts to Hill-Rom, and Hill-Rom shall be entitled to all costs of collection (including but not limited to reasonable attorneys' fees and expenses). Distributor shall co-operate with Hill-Rom to ensure an orderly transition and the continuity of sales of the Products. More specifically, Distributor shall provide to Hill-Rom customer lists, mailing lists, sales records, Files, Records, Device Complaints and other information reasonably required in Hill-Rom's opinion to service customers and meet any regulatory requirements in the Territory, in an orderly and continuous manner.
- 6.3.6 After termination and proper performance by Distributor of its obligations under the clauses 6.3.1., 6.3.5 and 6.3.7, Hill-Rom will purchase from Distributor its remaining Inventory of Products for a price which is equal to the Hill-Rom selling price minus 25% for each year (commenced) after the original delivery date. This purchase price shall only be applicable to new Products, not obsolete, undamaged and in original packaging. All other Products in Distributor's possession or control shall be sold for to Hill-Rom for Euro 1,- in the aggregate or disposed of in full or in part by the Distributor at Hill-Rom's direction.
- 6.3.7 Assignment of Registrations & Trademarks

Distributor shall assign to Hill-Rom or any Hill-Rom designee, upon Hill-Rom's request and without imposing any condition (including payment of any sum for whatever reason) unless prohibited by applicable law, all right, title and interest in any Authorizations issued to Distributor for the purpose of distributing the Products, or shall use its best efforts to have such Authorizations reissued to Hill-Rom or any Hill-Rom designee. "Best efforts", for the purpose of this clause, shall include, without limitation, executing any document presented by Hill-Rom, which

might facilitate the assignment or re-issuance of Authorizations in favor of Hill-Rom or a designee, or making representations to this effect to competent authorities in the Territory.

6.3.8 Surviving Obligations

Upon any termination of this Agreement, all sections of the contract which, by their nature, are intended to survive such termination shall do so, including but not limited to the following sections of this Agreement: 2.10, 3.14, 3.19, 3.20, 3.21, 3.25, 3.26, 5, 6, 7, 9, 10 and 11.

7 Limitation of Liability

7.1 Limitation of Liability

IN NO EVENT, SHALL HILL-ROM BE LIABLE TO DISTRIBUTOR OR END USERS FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE, SAVINGS OR REVENUE, OR THE CLAIMS OF THIRD PARTIES INCLUDING END USERS, WHETHER OR NOT HILL-ROM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF DISTRIBUTOR AND HILL-ROM.

7.2 Force Majeure

If either Party hereto shall be rendered wholly or partly unable to carry out its obligations under this Agreement by reason of causes beyond its control, including but not limited to war, civil insurrection, fire, flood, explosion, accident, or shortage of material, equipment or transportation, then the performance of the obligations of such Party shall be excused during the continuance of any inability so caused, provided that the Party affected shall give prompt notice to the other Party, shall use its best efforts to avoid, remove or mitigate such causes, and shall resume performance hereunder whenever such causes are removed or sufficiently mitigated. However, if the excuse of performance is expected to last, or lasts, over ninety (90) calendar days, each Party hereto will have the option to serve to the other notice of termination of this Agreement, which will become effective (a) thirty (30) calendar days later unless the excuse of performance is removed or sufficiently mitigated during such notice period, or (b) at the end of the ninety (90) calendar days period, whichever occurs last.

8 Assignment

Neither party shall assign, delegate or otherwise transfer this Agreement or all or any part of its rights or obligations hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, except that, without such consent, Hill-Rom may assign this Agreement or any right hereunder, or delegate any obligation hereunder, to any of the affiliates of Hill-Rom or to any entity to which substantially all of its business with respect to the Products is transferred by merger, consolidation, sale of assets or otherwise or which agrees to assume the obligations hereunder.

9 Governing Law & Resolution of Disputes

9.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, U.S.A.; provided, however, that any conflict of law rules of the State of Indiana, U.S.A., shall not operate to require the application of the laws of any other jurisdiction. The English text of this Agreement shall be considered the original version of this Agreement and shall be binding upon the parties. The controlling language for all communications between the parties shall be English. The United Nations Convention on Contracts for International Sale of Goods shall not govern this Agreement or any obligations hereunder.



9.2 Dispute Resolution & other applicable laws

Any dispute arising under or relating to this Agreement ("Dispute") shall be resolved by arbitration administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") and conducted in the English language in the City of Chicago, IL before a single arbitrator. Each party will select an arbitrator and instruct those arbitrators to select a third arbitrator, and such third arbitrator shall conduct the arbitration. The arbitrators are to follow the governing law provision of this agreement. Each party shall submit itself to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. The foregoing is without prejudice to the right of Hill-Rom only, to (i) bring suit against the Distributor with the competent court where the Distributor has its registered office or place of business and in addition, (ii) to bring suit and seek relief either a) under the choice of applicable law under this agreement or b) under the laws of country where the Distributor has its registered office or place of business, at any competent court in connection with seeking performance, damages, dissolution, termination, enforcement, injunctive relief, payment, securing and collection of Products, exercising its security or ownership rights, to which Hill-Rom is entitled.

10 Notices

Notices permitted or required to be given under this Agreement shall be deemed sufficient if delivered by registered or certified mail or by special carrier, postage prepaid, and addressed to the respective Parties at the address first noted on page one of this Agreement or at such other addresses as the respective Parties may designate by like notice.

11 Severability

Any provision of this Agreement that is or becomes invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, prohibition or unenforceability. The ineffectiveness of any one provision of this Agreement shall not invalidate the remaining provisions, unless both Parties hereto agree in writing that the spirit of the Agreement is altered by such ineffectiveness to the point of rendering the whole Agreement null and void. Further, ineffectiveness of any one provision of this Agreement in any one jurisdiction shall not entail the ineffectiveness of the concerned provision in any other jurisdiction, if the Territory covers several jurisdictions.

12 No Waiver

No failure to exercise, or delay in exercising, any right hereunder on the part of either Party hereto shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right hereunder. Distributor shall perform its obligations under the agreement when they become due and waives the right to suspend or delay its performance for any reason including alleged, actual or potential non-performance or breach by Hill-Rom.

13 Amendments

Except as otherwise specifically provided herein, no amendment, rescission or waiver of this Agreement or any provision hereof shall be binding upon the parties unless evidenced by an instrument in writing duly signed by their respective authorized officers.

14 Entire Agreement


This Agreement, together with the Schedules and amendments thereto, sets forth the entire understanding of the parties with respect to the subject matter hereof. This Agreement also replaces, supersedes and cancels all prior agreements between Distributor and Hill-Rom and/or any of Hill-Rom's affiliates, whether written, oral or implied relating to the subject matter hereof, which agreements shall have no further force and effect from the Effective Date.




IN WITNESS WHEREOF, the present Agreement has been executed, in two original copies, by the duly authorized representatives of the parties.

DISTRIBUTOR

HILL-ROM

Signature: 
Name: FIANI ELIE
Title: President
Date: 20/12/17


Paul Leeflang
President Europe
February 15, 2018


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www.fratio.net - infos@fratio.net
société au capital de € 10 110 000 - code ape : 4612 x
siret : 395 014 973 00061



SCHEDULE A**BUSINESS TERMS AND VALUES USED IN THIS AGREEMENT****PARTIES**

Distributor:	Frafito sarl - 23 Avenue Auguste Verola Hibiscus Park – Bât E – 06200 Nice - France ID n° :
Hill-Rom:	Hill-Rom, Inc., an Indiana, USA corporation, with main offices located at 1069 State Route 46 East Batesville, IN 47006 USA, along with any of its subsidiaries that from time to time may enter into purchase and sale orders or similar agreements with Distributor

BUSINESS TERMS

Affiliate:	Any company or legal entity where a majority of the voting rights are controlled, directly or indirectly, by either of the Parties.
Annual Business Plan:	See Schedule E
Business Day:	When the New York Stock Exchange is open for regularly scheduled business
Effective Date:	1st of DECEMBER 2017 (annual business plan begins on Jan 1st 2017)
Expiration Date:	31st of DECEMBER 2019
Late Payment Interest Rate:	One and a half per cent (1.5%) per month or fraction of month
Payment Period:	60 (sixty) days from delivery date, with with a Credit Limit of 120 000 € (one hundred twenty thousand Euro)
Sales Year:	The 12-month period starting January 1 and ending on December 31 st .
Standard Delivery Terms:	Ex Works
Territory:	France Metropolitan and DOM TOM. Segments: Medical Shops, via Online or Mail Order.
Special Covenants :	The following Bonus on total purchases will be paid yearly to distributor in case of achievement of the Annual Business Plan. 2017: 5% 2018 and 2019: 4% (2% guaranteed if Revenue is at least equal to the prior year)



SCHEDULE B AS PER CLAUSE 1.1

HILL-ROM PRODUCTS

- **PHYSICAL ASSESSMENT**
- **CORE BP**
- **THERMOMETRY**
- **DIGITAL BP**
- **STETHOSCOPE**

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a large 'R'.

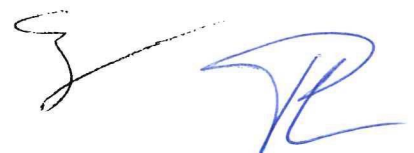
SCHEDULE C AS PER CLAUSE 1.3.4.4

N/A

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SCHEDULE D AS PER CLAUSE 3.3.1

N/A

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SCHEDULE E AS PER CLAUSE 3.7.1

**INITIAL MINIMUM REVENUE COMMITMENT (FIRST ANNUAL BUSINESS PLAN)
&
PRODUCT LINE MINIMUM REVENUES**

1. INITIAL MINIMUM REVENUE

Jan 1 – Dec 31, 2017	Euro 600,000
Jan 1 – Dec 31, 2018	Euro 800,000
Jan 1 – Dec 31, 2019	Euro 1,000,000

2. INITIAL PRODUCT LINE MINIMUM REVENUES

N/A

3. REVENUE INCREMENT

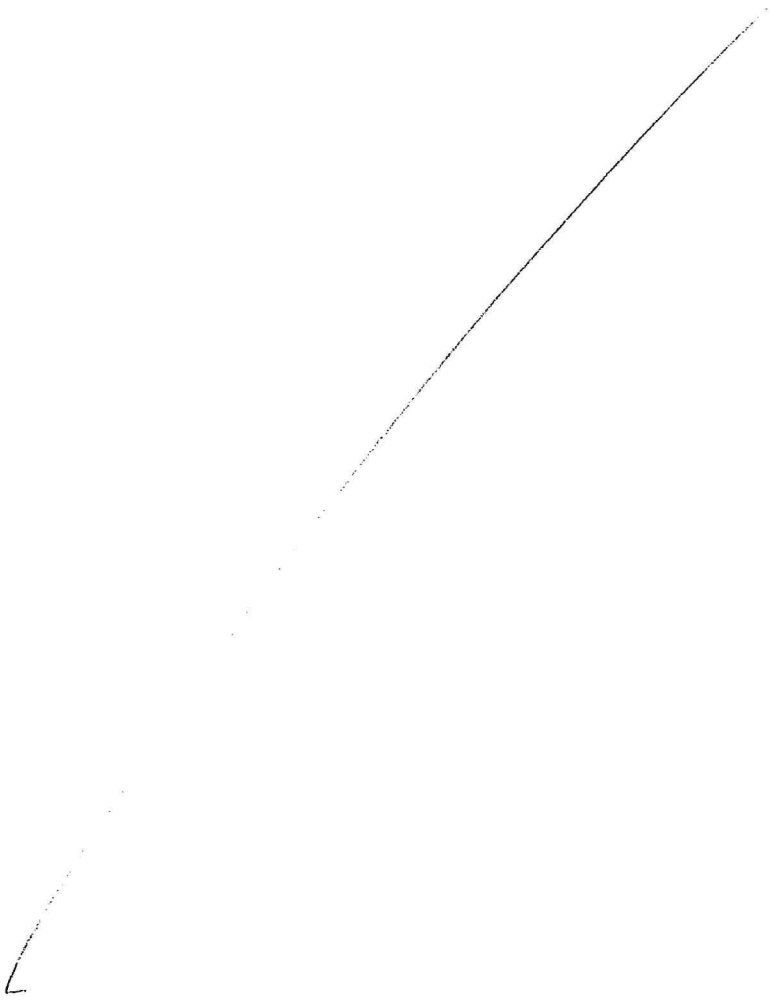
As per the point 1



SCHEDULE F AS PER CLAUSE 3.8

LIST OF APPROVED COMPETITIVE PRODUCTS

NONE

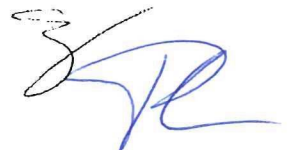


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SCHEDULE G

AS PER CLAUSE 3.21.3

HILL-ROM'S ANTI-BRIBERY & FCPA COMPLIANCE POLICY

A handwritten signature in blue ink, appearing to be 'JPR', is located in the bottom right corner of the page.