

DISTRIBUTION AGREEMENT

entered into between

MACS Sterilisationsanlagen GmbH

FN 642610 s

2. Haidequerstraße 1-3

A-1110 Vienna

AUSTRIA

(hereinafter referred to as „*Company*“)

and

Ericon SRL

MD-2003, 6, str. Vasile Lupu, Durlești, Chișinău, Republic of Moldova

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(hereinafter referred to as „*Distributor*“),

both hereinafter individually referred to as a “*Party*” and collectively as the “*Parties*”.

Preamble

The Parties to this Agreement wish to cooperate to sell Company's medical waste management systems ("**MACS**"). The Company holds all rights to produce, distribute, sell, and market MACS machines worldwide. These machines are presently produced by ERMAFA Sondermaschinen- und Anlagenbau GmbH in Chemnitz, Germany.

The Company is planning to expand its production capabilities and its market presence internationally.

The Parties, intending to be legally bound by this Agreement, agree on the following terms.

1 Appointment

1.1 The Company appoints the Distributor as the exclusive distributor for the sale of the Products listed in **Annex A** within the Territory of **Moldova** ("**Territory**"). The Distributor accepts this appointment and agrees to perform the activities set out in this Agreement.

1.2 The representation shall amount to the advertising, sale and aftersales services of the Products and further positions as set out in provision 3 of this Agreement.

2 Duties and Obligations of the Company

2.1 The Company shall support the Distributor in the performance of its activities to the best of its abilities. The Company shall make available to the Distributor the entire required documentation regarding the Products, such as technical documentation, price lists, payment conditions, general terms and conditions as well as supply all the necessary and requested information without delay.

2.2 The Company shall provide a detailed training to the Distributor and its staff members. The training shall consist of topics concerning the Products and the sales and marketing processes and practices applied by the Company in comparable cases. Details concerning time, duration and place of the training as well as the training's material will be communicated to Distributor by Company.

2.3 Price changes of the Products shall be communicated at least three (3) months before going into effect.

2.4 This Agreement constitutes no obligation or whatsoever of Company to provide any service, maintenance or other repair services of any kind. The Defects Liability stipulated in clause 79.2 remains unaffected.

2.5 Any commissioning, inspection, maintenance services, or training of personnel of Distributor's customers shall be performed by Company (or third party attributable to Company on behalf of Company) only in case of separate written service agreement(s) between Company and Distributor, stipulating detailed service conditions and remuneration in accordance with the respective valid service price list. Any relevant provisions may also be agreed as an Annex to this Agreement.

3 Duties and Obligations of the Distributor

3.1 The Distributor shall, at its own expense, carry out marketing, advertising, and sales