

Exclusive Distributor Agreement

This agreement is made and entered into by and between the parties concerned on 1th Jan, 2022 in Nanjing, China on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

1. The Parties Concerned

Party A: Getein Biotech, Inc.

Add: No.9 Bofu Road, Luhe District, Nanjing (211505) China.

Tel: 86-25-68568519

Fax: 86-25-68568500

Party B: Sanmedico SRL

Add: Republic of Moldova, Chisinau, MD-2059, Petricani street, 88/1, office 10

Tel: 373 22 62 30 32

2. Appointment

Party A hereby appoints Party B as its exclusive distributor in the Republic of Moldova for the promotion, sales, and after-sale services etc. of products (Refer to Item3) from Party A and Party B accepts and assumes such appointment.

3. Products

List A

- One Step Test for CK-MB/cTnl/Myo (Colloidal Gold)(Quantitative)
- Cardiac Troponin I Fast Test Kit(Colloidal Gold)(Quantitative)
- One Step Test for CK-MB (Colloidal Gold)(Quantitative)
- One Step Test for CK-MB/cTnl (Colloidal Gold)(Quantitative)
- One Step Test for H-FABP(Colloidal Gold)(Quantitative)
- One Step Test for NT-proBNP/cTnl(Colloidal Gold)(Quantitative)
- One Step Test for hs-CRP(Colloidal Gold)(Quantitative)
- One Step Test for D-Dimer(Colloidal Gold)(Quantitative)
- One Step Test for NT-proBNP(Colloidal Gold)(Quantitative)
- One Step Test for HbA1c(Colloidal Gold)(Quantitative)
- One Step Test for PCT(Colloidal Gold)(Quantitative)
- One Step Test for HCG(Colloidal Gold)(Quantitative)
- One Step Test for mAlb(Colloidal Gold)(Quantitative)
- One Step Test for β 2-MG(Colloidal Gold)(Quantitative)
- One Step Test for CysC(Colloidal Gold)(Quantitative)
- One Step Test for NAGL(Colloidal Gold)(Quantitative)
- One Step Test for TSH(Colloidal Gold)(Quantitative)

CK-MB/cTnl/Myo Fast Test Kit(Immunofluorescence Assay)
Cardiac Troponin I Fast Test Kit(Immunofluorescence Assay)
NT-proBNP/cTnl Fast Test Kit(Immunofluorescence Assay)
hs-CRP Fast Test Kit(Immunofluorescence Assay)
D-Dimer Fast Test Kit(Immunofluorescence Assay)
NT-proBNP Fast Test Kit(Immunofluorescence Assay)
PCT Fast Test Kit(Immunofluorescence Assay)
mAlb Fast Test Kit(Immunofluorescence Assay)
B2-MG Fast Test Kit(Immunofluorescence Assay)
CysC Fast Test Kit(Immunofluorescence Assay)
NAGL Fast Test Kit(Immunofluorescence Assay)
HbA1c Fast Test Kit(Immunofluorescence Assay)
TSH Fast Test Kit(Immunofluorescence Assay)
T3 Fast Test Kit(Immunofluorescence Assay)
T4 Fast Test Kit(Immunofluorescence Assay)
PRL Fast Test Kit(Immunofluorescence Assay)
LH Fast Test Kit(Immunofluorescence Assay)
FSH Fast Test Kit(Immunofluorescence Assay)
AMH Fast Test Kit(Immunofluorescence Assay)
tPSA Fast Test Kit(Immunofluorescence Assay)
25-OH-VD Fast Test Kit(Immunofluorescence Assay)
Getein 1100 Immunofluorescence Quantitative Analyzer
Getein 1600 Immunofluorescence Quantitative Analyzer

4. Territory:

In Republic of Moldova only.

Meanwhile Party B will not distribute for competitive firms identical or similar products, nor will associate directly or indirectly with the competitive firms in the field of products covered by this agreement; otherwise, party A has the right to decide whether to terminate the contract immediately or not.

5. Prices

Prices are stable for 12 months from the start of this agreement. Party A will not increase the prices subjectively, unless the raw material suppliers increase their prices. In case price increases have to be announced, Party B has to be informed at least one month (30 days) in advance.

This agreement shall come into force from Jan 1st,2022to Jan 1st,2024,is valid for 24 months.

6.Delivery

Party A shall establish a delivery term for each Party B's order, which shall not exceed 4 weeks after the payment is received. Party A will advise Party B about the day of dispatching, with all requested information concerning the dispatched products.

7. FORCE MAJEURE

If the performance of any part of this agreement interfered with new laws or governmental restrictions, war, civil commotions, riots, strike lockout, acts of God such as flood, fire or any other similar causes which are beyond the control of the parties, no party shall be responsible for delay or failure of performance of this agreement for such length of time and to the extent performance is made impossible. In this case, the parties shall immediately negotiate to what extent deliveries that could not be executed can be carried out executed.

8. Payment Term

Every order Party B shall pay 50% by TT in advance, the rest of 50% will be paid within 30-60 days after the goods arrives. Due to financial audition, all the credit payment should be cleared by December 31th, 2022.

If Party B is unable to pay, Party B will agree to use fixed assets or real estate to offset the loan. Party A has the right to bring a lawsuit against Party B in China according to relevant Chinese laws.

9. Sales target

Yearly sales volume is 200,000 USD, which include both analyzers and strips. Party B agrees and accepts the sales volume...

10. Governing Law

The agreement is subject to the International Trade Law. Any dispute concerning this agreement shall be settled in accordance with the International Trade Law either through negotiation or through legal proceedings if negotiation has failed.

11. Declaration of Conformity.

Getein Biotech, Inc. declares herein the above mentioned device (Refer to Item3) meets the basic requirements of the European Parliament and the Council's in vitro diagnostic medical devices directive: 98/79/EC Annex III.

This declaration of conformity is based on European Parliament and the Council's 98/79/EC directive Annex III. The compiled technical file and quality system document according to 98/79/EC directive Annex III are testified and the quality system certificate has issued by TÜV Rheinland (Shanghai) Co., Ltd.

12. Intellectual Property Agreement

Party A reserves the right of goods design, drawing, plane graph specification, technology, data and information, technological process, the marketing plan of intellectual property rights which included the

Party A provide technical services to the Party B in the process of producing intellectual achievements . Without the Party A 's written consent, the Party B shall not disassemble the goods and the accompanying software, decoding, encoding, or any other reverse engineering by themselves or other third party.

13. Final Provisions

Attachments are an integral part of this contract, have the same legal effect with this contract; This contract was made in English with two originals, each party holds one, it is effective at the same time, and have the same legal effect.

Any change, modification, cancellation of this contract, to be replaced shall be made after agreed by both parties in writing.

Party A: Getein Biotech, Inc.

Date:

Represented by: Steven Zhou

Regional Sales Manager

Party B: Sanmedico SRL

Date:

Represented by: Vitalie Goreacii

Director

基蛋生物科技股份有限公司
GETEIN BIOTECH, INC.