



## **AMENDMENT TO DISTRIBUTOR AGREEMENT AND SUBLICENSE AGREEMENT**

This Amendment to Distributor Agreement and Sublicense Agreement (Amendment) is executed as of January 1, 2019, by and between **Microbiologics, Inc.**, 200 Cooper Avenue North, St. Cloud, MN, USA (**COMPANY**), and **IMUNOTEHNOMED LTD**, (**DISTRIBUTOR**).

### **DISTRIBUTOR AGREEMENT RECITALS**

- A. COMPANY and DISTRIBUTOR entered into a Distribution Agreement dated as of **August 4, 2014** (Distributor Agreement), relating to the distribution and sale of COMPANY labeled devices (**PRODUCT/PRODUCTS**), that are more specifically described in the Distributor Agreement.
- B. COMPANY and DISTRIBUTOR are entering into this Amendment to the Distributor Agreement.

**NOW, THEREFORE**, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

#### **1. Paragraph F.1., of the Distributor Agreement is deleted and replaced with the following:**

- F.1. DISTRIBUTOR designates *Imunotehnomed Ltd* to be responsible for the sending, receiving, filing, and distribution of all information pertinent to the Distribution Agreement.
- F.9. Compliance with United States Export Regulations. Distributor shall comply with all United States laws and regulations controlling the export and re-export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce (as presently modified or hereinafter modified or amended). Among other things, these laws and regulations may prohibit or require a license or permit for the re-export of the PRODUCT to specific countries. DISTRIBUTOR further warrants that it will not export or re-export the PRODUCT with knowledge that they will be used in the design development, production, or use in chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities. DISTRIBUTOR also agrees that it will not export the PRODUCT to any end-user who has been prohibited from participating in U.S. export transactions by any US Governmental Authority. **DISTRIBUTOR agrees that PRODUCTS intended and labeled "for export only" may not be sold or offered for sale in the United States or any U.S. territories.**

#### **2. Paragraph P.3., of the Distributor Agreement is deleted and replaced with the following:**

- P.3. Discount schedule will be reviewed between DISTRIBUTOR and COMPANY's sales management representative from time to time.

3. Paragraph Q. of the Distributor Agreement is deleted and replaced with the following:

Q. PURCHASE PERFORMANCE

1. DISTRIBUTOR and COMPANY's sales management representative will establish purchase volume expectations and monitor DISTRIBUTOR performance in achieving those expectations.
  2. If DISTRIBUTOR fails to meet this expected purchase requirement, COMPANY will have the right in its sole discretion to terminate this Agreement.
- C. **Distributor Agreement Affirmed.** The Distributor Agreement, as amended hereby, is hereby affirmed and ratified and remains in full force and effect pursuant to its terms.

**SUBLICENSE AGREEMENT RECITALS**

- A. COMPANY and DISTRIBUTOR entered into a Sublicense Agreement dated as of **September 23, 2014**, (Sublicense Agreement), relating to (a) the Sale of ATCC derived Licensed Products to End Users; and (b) the use of Trademarks to identify the source of ATCC ingredients in connection with the sale, marketing, advertising and promotion of Licensed Products to End Users, that is more specifically described in the Sublicense Agreement.
- B. In reference to **Article III, Paragraph 3.6 of the Sublicense Agreement**, DISTRIBUTOR affirms that it has secured from all of its Marketing Agents an executed copy of a Marketing Agent Agreement and provided a copy of each executed Marketing Agent Agreement to Microbiologics. **If DISTRIBUTOR is not currently in compliance with this condition, DISTRIBUTOR will secure from all of its Marketing Agents an executed copy of a Marketing Agent Agreement and provide a copy of each to Microbiologics within sixty (60) days of the Effective Date of this Agreement.**

See Exhibit A, Marketing Agent Record

- C. In reference to **Article IV, Paragraph 4.2 (d) of the Sublicense Agreement**, DISTRIBUTOR affirms that it has complied with all terms of the Sublicense Agreement.

This Amendment may be signed in any number of counterparts, each of which will constitute an original and all of which will constitute one and the same instrument. Delivery of an executed counterpart hereof by facsimile or email will be delivery of an original. The Recitals are incorporated into and are a part of this Agreement. Capitalized terms not otherwise defined herein have the meanings given them in the Purchase Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the day and year first above written.

COMPANY: **Microbiologics, Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

DISTRIBUTOR: **IMUNOTEHNOMED LTD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A TO AMENDMENT TO DISTRIBUTOR AGREEMENT AND SUBLICENSE AGREEMENT**

**MARKETING AGENT RECORD**

Microbiologics currently shows the following companies or individual as Marketing Agents associated with DISTRIBUTOR through a completed Marketing Agent Agreement. If no companies or individuals are listed below, we have no Marketing Agent records associated with DISTRIBUTOR.

