

TESCAN ORSAY HOLDING, a.s., with its registered office at Libušina třída 863/21, Kohoutovice, 623 00 Brno, Czech Republic, Business ID No.: 416 00 240, registered in the Commercial Register of the Regional Court in Brno, File No. B 6079 ("TOH"), represented by Radomír Kopriva, Chief Sales Officer

and

NANOSYSTEMS MC S.R.L., with its registered office at Uranus 42F, bl. 8, apt. 3, Varteju - Magurele, Ilfov, Romania, postal code 077129, corporate ID: VAT no. RO36738492, recorded in the Commercial Register of the ILFOV Court in BUCHAREST, File No. J23/4572/2016 ("Distributor"), represented by Codrin Mardare - Administrator

(together as the "**Parties**").

WHEREAS, the manufacturers, belonging to the TOH ("**Manufacturer**"), design, develop, manufacture and sell scientific instruments ("**Products**") and related accessories and consumables and intend to sell their Products to the territories specified in Appendix No. 1 hereto ("**Territory**");

WHEREAS, the Distributor agrees to purchase the TOH's Products from the Manufacturer and further resell them in the Territory and is willing to allocate the resources needed for the sale, marketing and service of the Products;

WHEREAS, the TOH wishes to appoint the Distributor for the Territory as the exclusive reseller of the Products, and both Parties are willing to accept such appointment under the terms of this Contract;

WHEREAS, significant changes in the Czech legal regulations have taken place recently;

WHEREAS, the TOH implemented certain changes in its internal organisational structure;

WHEREAS, the Parties intend to deepen their mutual cooperation regarding the sale of the Products in the Territory;

The Parties hereby conclude the following Distribution Agreement ("**Contract**") according to Section 1746 para 2 and 2079 et seq. of the Act No. 89/2012 Coll., the Civil Code, as amended ("**Civil Code**");

1. APPOINTMENT OF THE DISTRIBUTOR

- 1.1. The subject of this Contract is the appointment of the Distributor as the exclusive reseller of the Products in the Territory, during the period of effectiveness of this Contract ("**Term**") subject to the provisions set out herein.
- 1.2. The Distributor acknowledges that with respect to the purchase of the Products, the TOH undertakes solely to intermediate the reply of the specific Manufacturer to the Distributor's order. However, any purchase agreement regarding the purchase of the Products shall be concluded between the Distributor and the Manufacturer. The Distributor further acknowledges that the TOH does not bear any liability with respect to the purchase of the Products by the Distributor from the Manufacturer, except for cases expressly specified as the TOH's liability in this Contract.

- Appendix 1 – Territory
- Appendix 2 – CRM system
- Appendix 3 – Marketing Cooperation
- Appendix 4:

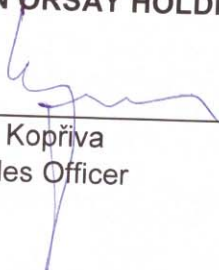
A/ Special Terms and Conditions of TESCOAN Brno, s.r.o.

In Brno on: 5.6.2014

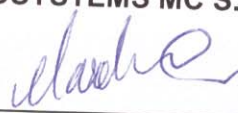
In BRNO on: 27th of April, 2017

TESCAN ORSAY HOLDING, a.s.

NANOSYSTEMS MC S.R.L



Radomír Kopřiva
Chief Sales Officer



Codrin Mardare
Administrastor