

Distribution Agreement

This agreement is made by and between

GAMMA

Medizinisch-wissenschaftliche Fortbildungs-GmbH (hereinafter '**GAMMA**')

3400 Klosterneuburg, Wasserzeile 35, Austria

and

SUPER-DENT SRL

Ruslan Benderschi

Columna 171

2004 Chisinau, Moldova

hereinafter referred as '**Trading Partner**'

This contract is valid for the country of "Moldova" hereinafter referred as '**Territory**'.

1. SCOPE OF AGREEMENT

- 1.1. GAMMA and Trading Partner agree to a non-exclusive cooperation in marketing and sales of the GAMMA products in the territory.
- 1.2. 'GAMMA products' shall mean the products and/or systems manufactured by or under the responsibility of GAMMA, including accessories, service parts and software.
- 1.3. GAMMA trademarks' include:
GAMMA Reference, CADIAX®, CADIAS®, CADIWAX®, GAMMA Dental software, GAMMA Dental® edition.

2. TERMS OF SALE:

- 2.1. The sales right is based on Trading Partner demand base. All orders shall be made in writing by e-mail in English language, mentioning the exact product name, article number and price. All orders shall be subject to acceptance by GAMMA and subject to written confirmation by GAMMA.
- 2.2. Payment must be made in advance (in EURO) immediately upon receiving the invoice issued by GAMMA. The invoice amount has to be paid without any deductions (bank charges, conversion fees, other fees, etc.).

3. PRICES, COMMISSION:

- 3.1. Trading Partner shall purchase GAMMA products at the prices according price list in effect at time of order, excluding VAT and shipment charges. Trading Partner agrees not to advertise and offer GAMMA products for sale below Minimum Advertised Price on current GAMMA price list.
- 3.2. All prices in the GAMMA price list are in Euro, net, ex warehouse Klosterneuburg/Austria.
- 3.3. Retail discount levels are calculated based on the *invoicing period* defined as between January 1st and December 31st of each year. The duration of the initial invoicing period can be agreed individually, depending on the start date of the cooperation. All invoices from Gamma to the trading partner within the invoicing period are summed up. This total turnover amount of the invoicing period is also the base of the retail discount level for the successive invoicing period / year.
- 3.4. Trading Partner shall receive compensation in form of a commission as stated in the retail discount table on all prices according price list for all GAMMA products ordered, excluding articles of merchandise for which a commission of five percent (5%) is applicable, and excluding service and repair costs.
- 3.5. GAMMA reserves the right to periodically change the prices for GAMMA products. GAMMA will inform Trading Partner eight (8) weeks in advance by means of a respective revision of the price list. These price changes will be effective and will apply to all shipments on or after the date specified in the revised price list.
- 3.6. Retail discounts are only granted for the initial invoicing period if the sum of all net sales within the initial invoicing period exceeds a threshold of EUR 50,000. If this amount is reached or exceeded, the respective discount level is credited for the entire turnover for the invoicing period. The dealer can redeem this credit for further orders. If the retailer does not reach the initial sales target, the discount regulation described in this point applies to the following invoicing period. Offsetting sales from previous accounting periods is not permitted.

3.7. Retail Discount table:

Gamma products:

Euro 0,00 to Euro 25.000	20%
Euro 25.001 to Euro 50.000	25%
Euro 50.001 to Euro 150.000	30%
> Euro 150.000	35%

Books: (Masticatory Organ, Concepts in Oral Medicine)

1-9 books	20%
10-24 books	25%
25-49 books	30%
50+ books	35%

Merchandise products..... 5%

4. DELIVERY, WARRANTY:

- 4.1. GAMMA will confirm the date of shipment to Trading Partner. All costs and risk for shipment and delivery will be covered by Trading Partner.
- 4.2. The period of guarantee of all GAMMA products is twelve (12) months from the confirmed date of delivery, meaning the date when the GAMMA products have left the warehouse in Klosterneuburg.
- 4.3. In case of any event of warranty Trading Partner shall inform GAMMA and GAMMA shall decide on repair, return or exchange of product.
- 4.4. Expenses for small repairs, also within period of guarantee, shall be covered by Trading Partner.

5. LICENSES AND PRODUCT SPECIFICATIONS:

- 5.1. If applicable GAMMA guarantees the production and all necessary tests and quality assurance of the GAMMA products according to European Medical Law regulations. If applicable GAMMA marks the GAMMA products with the European confirmation declaration CE sign. GAMMA does not guarantee the GAMMA products conform to Medical Law regulations in the markets of the territory.
- 5.2. If applicable, Trading Partner will guarantee to perform all necessary steps to register the products to the national government. No costs will result to GAMMA thereof.
- 5.3. Provided that the types of each GAMMA product shall meet the generally accepted specifications and provided it does not change the function, form of fit of the product, GAMMA shall be free to make minor modifications to the GAMMA products or the manufacturing of the products at any time.
GAMMA shall be free to discontinue the production of any of the GAMMA products with formal notification given to Trading Partner.
- 5.4. GAMMA delivers all GAMMA products, all technical and customer documentation as well as marketing material in English language.
It is in the scope of obligations of Trading Partner to include the instruction documents in a language understood by the final customer. Translations into the national language are at own expense of Trading Partner and no costs will result to GAMMA thereof.

6. MARKETING, CUSTOMER SUPPORT, SERVICE, TRAINING

- 6.1. Trading Partner will be responsible for
 - 6.1.1. Marketing activities in the territory, including presentation of GAMMA on the Trading Partner webpage
 - 6.1.2. Presentation of GAMMA products at dental shows, events, congresses, etc.
 - 6.1.3. Customer support (installation of systems, customer training, repair, service, adjustments)

- 6.2. GAMMA will provide all necessary marketing support, including presenting Trading Partner as a partner on the GAMMA webpage.
- 6.3. GAMMA will give technical assistance to Trading Partner in case of difficulties encountered and relating to GAMMA products upon request of Trading Partner:
 - 6.3.1. Technical assistance online via internet or skype
 - 6.3.2. Technical intervention on site (costs to be borne by Trading Partner)
 - 6.3.3. Repairs or services after expiration of guarantee will be handled by GAMMA after an estimate of costs has been agreed by customer.
- 6.4. Trading Partner will periodically organise courses and workshops for customers and will invite GAMMA for presentations on GAMMA products and GAMMA philosophy.
- 6.5. Trading Partner will support and promote the course program for advanced education courses offered by the GAMMA partner organisation VieSID - Vienna School of Interdisciplinary Dentistry.

7. INDUSTRIAL PROPERTY RIGHT

- 7.1. Trading Partner acknowledges that any and all of the patents, designs, tools, programs, documentation, trademarks, copyrights (including copyrights in software) and other rights including any unpatented confidential production method and/or know-how used and/or embodied in connection with all types of the GAMMA products, will remain the sole property of GAMMA or the party who licensed, directly or indirectly, such rights to GAMMA.
- 7.2. Trading Partner will respect the trade name and trademarks of all types of the GAMMA products and further agrees that it shall not affix any other trade name and/or trademark on the GAMMA products, with the exception of a service seal in which Trading Partner's own trade name may be printed, provided its position as dealer shall also be shown in the service seal, and it shall be in size, form and colour meeting GAMMA's prior approval.
- 7.3. Trading Partner agrees not to adopt any trademark, trade name, logotype or other mark which is likely to be similar to or confusing with GAMMA's trademarks or trade names or take any action which reduces or impairs GAMMA's rights therein.
- 7.4. Each party shall inform the other within 30 days of obtaining knowledge of a possible infringement by a third party of any Intellectual Property Right (Trademark, Patent Rights) that exist on the products.
- 7.5. Designs, models, software, tools, programs, documentations and the like, from GAMMA are the intellectual property of GAMMA and, although no specific protection might exist, they may not be copied by Trading Partner or used in any way for reproduction, nor may they be ceded to a third party, neither free of charge nor for remuneration for being copied or reproduced, nor used in any manner other than within the scope of the conditions agreed herein.

8. REPORTING

- 8.1. Trading Partner shall provide GAMMA with
 - 8.1.1. Annual marketing and sales plans
 - 8.1.2. Annual activity previews for courses, dental shows, events, congresses, etc.
 - 8.1.3. Regular reports on competitive activity whenever such activities happen
 - 8.1.4. Annual stock taking
 - 8.1.5. Regular reports on all technical services, hotline and/or repair activities within 4 weeks whenever occasion arises.
 - 8.1.6. Regular information of customer contact data

9. POST MARKET SURVEILLANCE

- 9.1. Trading Partner is responsible for supporting advisory notes given by GAMMA in the market of the Territory.
- 9.2. GAMMA shall inform Trading Partner of the following information on the medical devices
 - 9.2.1. Information concerning corrective actions to prevent suspension of manufacture or marketing, recall, disposal and other actions taken to prevent the occurrence or spread of public health hazards.
 - 9.2.2. Quality information on having an influence on safety.
- 9.3. Trading Partner shall inform GAMMA of the following information on the medical devices.
 - 9.3.1. Any information about incidents and near incidents related to GAMMA products. The message has to be made as soon as a connection between the malfunction of the medical device and the event can be made, but not later than two calendar days after the distributor has been informed about the incident.
 - 9.3.2. Information concerning corrective actions, recall, disposal, and other actions taken to prevent the occurrence or spread of public health hazards.
 - 9.3.3. Any changes of national law, which may have an influence on product conformity.
- 9.4. Traceability
 - 9.4.1. Trading Partner has to ensure and keep available the traceability of GAMMA products with serial numbers (e.g. CADIAX) to the customers. This information has to be given to GAMMA immediately on incidental request, in case of termination of the contract or in case that the Trading Partner terminates his business for any reason.
 - 9.4.2. Trading Partner records a list of repairs and service incidents regarding GAMMA products and submits this list at least once per year.
- 9.5. GAMMA shall respond quickly (max 24h) to complaints from Trading Partner, investigate the causes and report the results to Trading Partner.

10. TERM AND TERMINATION

- 10.1. This Agreement shall be effective from December 12, 2025 by both parties hereto and, unless otherwise terminated, shall remain in force for an indefinite period of time from the effective date.
- 10.2. Each party may terminate this Agreement at the end of each calendar year by notifying the other party in writing with a notice period of six months.
- 10.3. Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party.

11. OBSERVANCE OF SECRECY

- 11.1. Trading Partner shall use all information received from GAMMA only for the purpose of performing the obligations hereunder and shall hold in confidence and will not divulge to any third-party such GAMMA information.

Trading Partner shall restrict disclosure of the GAMMA information to its employees who need to know it in furtherance of the above obligations.

- 11.2. During the term of this Agreement and after its termination, Trading Partner shall not disclose to any third-party GAMMA's business secrets, which Trading Partner has gained in performance of this Agreement.
- 11.3. The obligations and restrictions of this Section shall continue for a period of two (2) years from the date of termination of this Agreement.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the material laws of the Republic of Austria. Any disputes arising hereunder shall be settled before a competent court of law in Vienna/ Austria

13. NOTICES

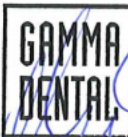
All changes to this contract, notices, reports, records, or other communications which are required or permitted to be given to the parties under this agreement shall be sufficient in all respects if given in writing and delivered in person, by telefax, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to the receiving party. Notice shall be deemed given on the date of delivery.

14. SEVERABILITY

In the event any provision of this agreement shall be determined to be invalid, illegal or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired.

GAMMA

Medizinisch-wissenschaftliche
Fortbildungs GmbH



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By: _____

Christian Slavicek

ACME DENT MMC



By: _____

Ruslan Benderschi

Date: Dec. 12, 2025