



**深圳市中微泽电子有限公司**  
**SHENZHEN UNICARE ELECTRONIC CO., LTD**

## DISTRIBUTOR AGREEMENT

№ Unicare-RU-23052022

Place of signing: Shenzhen, China

Signing date "23" May 2022

Shenzhen Unicare Electronic Co., Ltd, a company organized and existing under the laws of China, with registered office at factory 1: 3D, Building 4, Tian-an Industrial Zone, Nanyou, Nan Shan, Shenzhen, China), factory 2: Room 1703, 17th Floor, Fifth Block, Seg New City Plaza, Buji, Longgang District, Shenzhen, China, and factory 3: 6F, Build B, WenTao Science and Technology Park, Yingrenshi, Shiyan, Bao'an, Shenzhen, China (zip code: 518108), Represented by Ms. Cheer ZHU in her capacity as Deputy General Manager.

Tel: +86-755-27203162\* 8615 | Mobile: + 86 – 186 88 755 754

(Hereinafter referred to as the "Manufacturer").

And LLC UNICARE, a company organized and existing under the laws of Russia, with registered office at 143002, Russia, Moscow region, Odintsovo, Zapadnaya st., 13, of. 207, main state registration number 122500031959, TIN 5032339564, represented by the General Director Konash Pavel Alekseevich, acting on the basis of the Charter, hereinafter referred to as the "Distributor", on the other hand, have entered into this agreement as follows:

### 1. THE SUBJECT OF THE AGREEMENT

1.1. The «Products» in this Agreement means products manufactured by the Manufacturer and specified in Appendix No. 1, which is an integral part of this Agreement.

1.2. The Manufacture hereby grants the Distributor, and the Distributor accepts, the right to distribute and





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sell only and exclusively the Products described in Appendix No. I (hereinafter referred to as the Products), in the Territory is Eurasian economic union (Republic of Armenia, Republic of Belarus, Republic of Kazakhstan, Kyrgyz Republic, Russian Federation).

The Parties, by mutual agreement, may reduce or increase the Territory in which the Distributor operates.

1.3. The Manufacturer provides, and the Distributor assumes the exclusive (exclusive) right to sell the Products in the Territory specified in clause 1.2 of this Agreement.

1.4. The Agent shall purchase the above-specified products with an annual amount as follows:

1st year from the date of the signet the agreement: equivalent to USD 12,2000.00

2nd : 40 % based on the 1st year

3rd : 40 % based on the second 2nd year

1.6. Conditions payment : 100% T/T before production in Yuan or 10% T/T before production and 90% T/T before dispatch in US dollars before dispatch.

1.7. The Distributor can't require shipment earlier than 2 weeks after the order has been placed to the Manufacturer. Reducing the shipment time is agreed with the Manufacturer.

The quantity of a product supplied should not be more than 40 units per one supply. Excesses in the number of units in the supply can be agreed with the Manufacturer.

1.8. In case the Distributor is over fulfilled by 50% based on the annual target amount for the year, mentioned in Article 1.4, the Manufacturer provides the Distributor with a discount for the next year of delivery in the amount of 3% of the excess.

1.9. If the Manufacturer has a need to place other Products on the Territory, Manufacture undertakes to inform the Distributor about this in order to possibly include this Product in the list of Products defined by this Agreement.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The Distributor sells in the Territory on his own behalf and at his own expense the Products purchased from the Manufacturer.







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2.2. Distributor shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Promotion shall include, but not be limited to, advertising the Products in appropriate trade publications within the Territory, participating in appropriate trade exhibitions, and directly soliciting orders from customers for the Products. Distributor shall protect Manufacturers interests in connection with the execution of this Agreement.

2.3. During the entire term of this Agreement, the Distributor has the right to provide, manufacture, place or sell in the Territory any products that compete with the Products, only with the prior written permission of the Manufacturer. During the provision, production, placement or sale in the Territory of any compete products with the Products, the Distributor undertakes to keep confidential information relating to its relationship with the Manufacturer.

2.4. The Distributor undertakes not to advertise the Products without the written permission of the Manufacturer, not to open branches or sales bases to place the Products outside the Territory.

2.5. The Distributor independently and at its own discretion, but in accordance with clause 2.2. of this agreement, establishes and maintains an appropriate sales network for all Products under this Agreement within the Territory.

2.6. The program of the advertising campaign, which will be carried out by the Distributor in the Territory, is discussed by both parties. All advertising must comply with the image of the Manufacturer and its marketing policy.

2.7. Distributor promote the Products within the Territory at fairs and exhibitions.

2.8. The Distributor independently sets the sales prices for the Products when they are sold to third parties.

2.9. The Manufacturer delivers all ordered Products upon receipt of their payment. The Manufacturer cannot, without valid reason, refuse orders received from the Distributor. Repeated refusal of orders, if there is reason to consider that it is caused by the intention to interfere with the activities of the Distributor, is considered as a basis for terminating the Agreement.

2.10. Payment for the Products is made by the Distributor according with the Price list of the Manufacturer, in effect at the time of receipt of the order by the Manufacturer from the Distributor. The Manufacturer notifies the Distributor about reasonable price increases in advance, but not less than 90 (ninety) days before the price increase.





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2.11. Ownership of the Products passes from the Manufacturer to the Distributor at the time of delivery of the Products.

2.12. The Distributor is obliged to monitor and notify the Manufacturer in time about all changes related to the current medical devices legislation within the Territory. The Distributor is obliged to actively cooperate on changes in the registration certificate to continue activate sale of the Manufacturers Products in the Territory according to this Agreement, as well as all necessary changes in the statutory documents necessary for the sale of Products in the Territory agreed upon by the Agreement.

2.13. The parties undertake to make every effort to achieve the agreed volume of sales, however, its failure is considered as a breach of the contract only if there is any form of fault of one of the parties.

2.14. The Distributor may appoint sub-distributors to sell the Products in the agreed Territory. At the same time, the Distributor is responsible to the Manufacturer for the actions of sub-distributors as for his own.

2.15. The Distributor is obliged to inform the Manufacturer:

- about the course of its activities;
- about market conditions;
- availability of competitive Products within the Territory;
- about any violation of the right to use the trademarks, trade names or designations of the Manufacturer in the Territory or other rights that he considers essential.

2.16. The Manufacturer is obliged to provide the Distributor with:

- all documentation related to the Products (technical documentation, marketing material, etc.) that the Distributor reasonably requires to fulfill obligations under this Agreement;
- information about any relevant contacts with third parties-buyers in the Territory.
- all other information that the Distributor reasonably requires to fulfill obligations under this Agreement, without limitation any information relating to the deterioration of supply opportunities.

2.17. All Products supplied by the Manufacturer have the following warranty periods:

- 12 months from the date of shipment of the main units,
- 6 months from shipment of accessories.

The procedure and conditions for the maintenance of the Products after the sale during the term of this agreement are determined by an additional Agreement between the parties.







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2.18. The Manufacturer shall not supply directly or indirectly or as an OEM any products which are mentioned in this contract. If there is another Russian party who wants to buy the Products from the Manufacturer, the Manufacturer needs to negotiate with the Agent about the name of the hospital, the configuration of the machine, the quantity and the price. The Manufacturer can sell the product to a third party only after the Manufacturer and the Agent reach an agreement, or transfer the information to the Agent for follow-up processing.

2.19 The Manufacturer undertakes to provide technical assistance and supply spare parts based on the basis orders, or special servicing tools and equipment.

The Manufacturer undertakes to supply spare parts for warranty repairs free of charge. The shipping costs of spare parts for warranty repairs shall be borne by the shipping party. Spare parts for warranty repairs shall be sent by post, groupage or air transport, depending on the type of spare part and the agreed territory. In the case of a request for another mode of transport, the Manufacturer shall be entitled to demand payment of the difference in shipping price.

2.20 The Manufacturer undertakes to provide training in selling and servicing the Products online. Own costs associated with the participation in training shall be borne by the Manufacture, all of other costs hall be borne by the buyer. Manufacture further undertakes to inform the buyer of important design changes and, where appropriate, to provide additional training.

### 3. TERM AND EXPIRY OF THE AGREEMTN

3.1. This agreement is concluded for 3 years and comes into force from the moment of its signing by the parties.

3.2. If neither party notifies the other of its intention not to renew the contract at least three months prior to the expiry of the said initial term or any subsequent term, this Agreement shall be automatically renewed for successive annual periods. However, a renewed agreement will not automatically become effective until it is renegotiated and specified in writing, including but not limited to a sales plan.

3.3. Either party may terminate this Agreement early by sending a written notice through the means of communication providing confirmation of the fact and date of receipt, in the event of a breach by the other





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party of obligations arising from the Agreement, or in the event of exceptional circumstances (which may significantly affect the ability of this party to perform her contractual obligations) justifying early termination.

3.4. If one of the parties unilaterally terminates the Agreement, but the reasons put forward by it do not justify early termination of the contract, then the termination remains in force, but the other party is entitled to compensation for damages for unjustified early termination. The refund amount is the average profit from the sale of the Products for the period remaining until the normal expiration of the contract. The average profit is calculated on the basis of last year's turnover, unless the injured party proves that the actual loss exceeded it, or the party that terminated the contract proves that the actual loss was less than this profit.

3.5. At the end of the Agreement, at the request of the Distributor, the Manufacturer can buy from him all stocks of Products at the price that was paid by the Distributor, provided that they are new and in the original packaging. Products not purchased by the Manufacturer must be sold by the Distributor in pursuance of the Agreement on normal terms.

3.6. The Parties shall not be liable for non-fulfillment of obligations under this Agreement if it was the result of force majeure circumstances. Force majeure circumstances include: floods, epidemics, pandemics, wars, military actions and operations, sanctions, actions of natural forces of nature, strikes, adoption of regulatory acts of state bodies or other circumstances that have arisen against the will and desire of the parties and that cannot be foreseen or avoided.

The party for which it has become impossible to fulfill obligations under this Agreement due to the occurrence of force majeure circumstances, is obliged to notify the other party within 10 (ten) days of the occurrence and termination of the above circumstances.

If these circumstances continue for more than one month, each party will have the right to refuse further performance of obligations under this Agreement, with the exception of obligations under financial settlements of the parties, and in this case neither party will have the right to demand compensation from the other party for possible losses.

#### 4. FINAL PROVISIONS

4.1. This agreement is made in two copies, having equal legal force, one for each of the parties.







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4.2. In all other respects that are not provided at this Agreement, the parties are guided by the current legislation of the People's Republic of China (PRC).

4.3. All disputes and disagreements that may arise during the execution of this Agreement will be resolved by the parties through negotiations.

4.4. If it is impossible to resolve disputes through negotiations, the parties submit them for consideration to the court at the place of the Manufacturer.

4.5. Any amendments and alterations to this Agreement to be valid only if made in writing and signed by duly authorized representatives of both Parties concerned.

### 5. SIGNATURES OF THE PARTIES

**Manufacturer:**

Shenzhen Unicare Electronic Co., Ltd.

Signature & Stamp:

Cheer Zhu / Deputy General Manager

May 23, 2022

**Distributor:**

LLC UNICARE

Signature & Stamp:

Konash Pavel Aleksievich / General Director

May 23, 2022



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### Appendix No 1:

Distributor's Pricelist (version 4.6), 2022

Please find below the new 2022 price list for the UNICARE products. UNICARE is pleased to offer you the below pricing which would be based on a 12-month irrevocable frame order which would be split into regular deliveries.

#### Fetal Monitor (CFDA & CE)

Model		Standard Feature		Quantity/Unit Price US Dollar, EXW Shenzhen				
				1unit	10units	20units	30units	≥40units
 MCF-21K	Config. A	10.4 inches	Single FHR / TOCO/ MFM/ AFM	750	650	570	560	550
	Config. B		Twin FHR / TOCO/ MFM/ AFM	800	700	620	610	600
 MCF-21B	Config. A	12.1 inches	Single FHR / TOCO/ MFM/ AFM	900	850	800	790	780
	Config. B		Twin FHR / TOCO/ MFM/ AFM	1000	950	900	890	880
<b>Optional Function</b>				<b>Unit Price US Dollar</b>				
Auto CTG Analysis (4-type)				100				
Exporting CTG data in PDF (interface)				100				
USB Keyboard & Mouse control function (interface)				50				
Laser Printer Interface				100				
HDMI Interface				20				
<b>Optional Accessories</b>				<b>Unit Price US Dollar</b>				
Touch screen				200				
Fetal acoustic simulator				100				
FHR transducer				100				
TOCO transducer				80				
FM event marker				20				
Water-proof Transducer (FHR transducer or TOCO transducer)				150 each				
Belt				3				
Wall Mounting Rack with Basket				100				
Trolley with Basket and Wheels				150(for 10.4-inch model) 200(for 12.1-inch model)				
112A Recording Paper (112mm×100mm×150p, International Standard, per piece)				2				
112B Recording Paper (112mm×100mm×150p, US Standard, per piece)				2				
150A Recording Paper (150mm×100mm×150p, International Standard, per piece)				3				
150B Recording Paper (150mm×100mm×150p, US Standard, per piece)				3				
Central Monitor System (software)				1000				
Wireless AP (transmitter & Receiver, for wireless central monitor system)				200				
Wireless AP (transmitter, for wireless central monitor system)				100				

#### Suggested spare parts list:

- LED display \* 1pc (USD80)
- Power adapter \* 1pc (USD60)
- Main board \* 1pc (USD100)
- Power board (DC-DC)\* 1pc (USD30)







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