



795 Sam T Barkley Drive
New Albany, MS 38652
662-538-6500

NON-EXCLUSIVE DISTRIBUTION AGREEMENT

This Non-exclusive Distribution Agreement ("Agreement"), dated February 29, 2024 (the "Effective Date"), is entered into by and between METAL IMPACT SOUTH LLC ("Manufacturer"), an Illinois limited liability company with an address of 900 Commerce Dr., Suite 150, Oak Brook, Illinois 60523 and FUTUMEDICA SAS, Calle 78 #65-45, Bogota, Columbia ("Distributor").

Now, therefore, for and in consideration of the mutual agreements herein and other good, valuable, sufficient, and received consideration, Manufacturer and Distributor hereby agree as follows:

1. APPOINTMENT

1.1 Appointment of Distributor. Manufacturer hereby appoints Distributor, and Distributor hereby accepts appointment, as Manufacturer's non-exclusive distributor for the products sold by Manufacturer directly to Distributor via a purchase order and acceptance ("Products") to customers in Columbia (the "Territory"). Distributor shall not offer for sale, sell, license, or otherwise distribute Products acquired from any entity other than directly from Manufacturer without the prior written approval of Manufacturer. Distributor may not appoint sub-distributors to distribute or sell the Products without the prior written consent of Manufacturer. Manufacturer reserves the right to sell and distribute Products directly or indirectly through any distributor or distributors (in addition to Distributor) to any customers within or outside the Territory.

1.2 Distribution outside the Territory. Distributor shall limit its sales activities with respect to Products to customers located in the Territory, and shall refrain from marketing, licensing, or selling Products outside of the Territory without the prior written consent of Manufacturer. In the event that any of Distributor's customers within the Territory have locations outside the Territory, Distributor shall not be prohibited from selling Products to its customers for shipment to, or who otherwise redistribute the Products, outside the Territory.

1.3 Independent Contractor Status. The relationship of Manufacturer and Distributor established by this Agreement shall be that of independent contractors, and neither shall be an employee, agent, partner, or joint venturer of or with the other. Distributor shall not be considered an agent or legal representative of Manufacturer for any purpose, and neither Distributor nor any director, officer, agent, or employee of Distributor shall be an agent or employee of Manufacturer. Distributor is not granted and shall not exercise the right or authority to assume or create any obligation or responsibility on behalf of or in the name of Manufacturer.

1.4 Assignment and Assumption. Distributor may not assign this Agreement without the prior written consent of Manufacturer.

1.5 Precedence. In the event of any conflict in the terms of this Agreement and any other business document used by the parties, including but not limited to purchase orders, acknowledgements or acceptances, the terms of this Agreement shall be controlling.

2. OBLIGATIONS OF DISTRIBUTOR

2.1 Cost, Expenses and Representations. Distributor shall be solely responsible for all costs and expenses related to Distributor's advertising, marketing, promotion, and distribution of Products and for performing its obligations hereunder. Distributor shall not make any representations with respect to Products other than those expressly authorized in writing in Manufacturer's written data sheets.

2.2 Indemnification. Distributor agrees to indemnify and hold harmless Manufacturer and its officers, directors, employees, successors, and assigns, harmless from and against any and all losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that Manufacturer may sustain or incur as a result of any acts or omissions of Distributor that are (a) breach of any of the provisions of this Agreement, (b) negligence or other tortious conduct including moving, filling, using, or storing of any high pressure vessel or cylinder Goods that do not comply with the Compressed Gas Association (CGA) recommendations or positions on safe practices including but not limited to CGA P-73-2017, CGA P-87-2020, CGA P-36-2022, CGA P-1 OSHA, CGA P-1-2022 all updates thereto, regulations or requirements relating to cylinders or other high pressure vessels set forth by, or relating to the work of Transport Canada and all updates thereto, regulations or requirements relating to cylinders or other high pressure vessels set forth by, or relating to the work of the U.S. Department of Transportation including but not limited to 40 U.S.C. 101 et seq., and federal regulations relating to such sections and all updates thereto, (c) representations or statements not specifically authorized by Manufacturer herein or otherwise in writing, or (d) violation by Distributor (or any of its directors, officers, employees, or agents, or by any subdistributor) of any applicable law, regulation, or order in or of the Territory or otherwise. This section shall survive termination of the agreement.

3. TERM. This agreement is valid as of the effective date. It may be terminated by either Manufacturer or Distributor at any time upon thirty (30) days written notice to the other party.

4. NOTICE. All notices, demands and other communications made under this Agreement shall be sent via email and internationally recognized courier service with delivery confirmation to the following:

If to Metal Impact South LLC:	General Counsel Metal Impact South LLC 900 Commerce Dr., Suite 150 Oak Brook, Illinois 60523 Email: michael.bolos@thunderbirdllc.com
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If to Distributor:	Natalia Rojas Futumedica SAS Calle 78 # 63-45 Bogota, Columbia Email: hrojas@futumedica.com
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5. CHOICE OF LAW AND FORUM. This Agreement shall be deemed to have been made in the United States in the State of Illinois and shall be subject to, and governed by, the law of the State of Illinois, United States, and no doctrine of choice of law shall be used to apply any law other than that of the States of Illinois, United States. Distributor and Manufacturer hereby irrevocably consent and submit to the exclusive jurisdiction of state and federal courts in Cook County, Illinois, United States.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by a duly authorized person:

METAL IMPACT SOUTH LLC

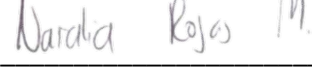
BY: 

NAME: Blake Prunsky

TITLE: CEO

DATE: 4/3/2024 (D/M/Y)

Futumedica SAS

BY: 

NAME: Natalia Rojas Mancipe

TITLE: CEO

DATE: 01-03-2024

