



Codimédica SAS.
Calle 45C Bis#23-37
Oficina 101
Bogotá, Colombia

November 23, 2022

To the attention of the General Manager

This Distributor Authorization Letter (hereinafter the “DAL”) is:

(i) to certify that Integra LifeSciences Corporation or its affiliated companies (hereinafter referred to as “Integra”) hereby appoints Codimédica SAS. (hereinafter referred to as “Distributor”) as authorized non-exclusive distributor for the products listed as “Non-Exclusive Products” in Exhibit 1, including all related accessories, instruments and devices (hereinafter the “Products”):

- for the country of Colombia (hereinafter the “Territory”), and
- effective as of January 1, 2023 (hereinafter referred to as “Effective Date”), and
- continuing in effect for the remaining calendar year and without prejudice to any termination rights provided for in this DAL, automatically renews for consecutive one calendar year terms (January 1, 2024 through December 31, 2024), unless either party provides 60 days written notice before the end of the current term, and

(ii) to set forth and agree upon the terms and conditions governing such appointment which are described herein below.

1. Registration Requirements:

- (a) Should laws or other regulations in force in the Territory require the registration or other approvals for the Products (hereinafter the “Local Registrations”) for sale in the Territory, Integra shall discretionally decide whether Integra shall undertake the necessary steps to obtain the Local Registrations (whether directly or through any Integra affiliate or third-party appointed agent or service provider in this respect), or whether Distributor shall undertake such necessary steps to obtain the Local Registrations. In either case, Distributor shall not sell the Products in the Territory without proper and corresponding Local Registrations in place, and in the case of changes in applicable laws or regulations in any jurisdiction in the Territory, Distributor shall suspend sales of the applicable Products in such jurisdiction that are no longer covered by appropriate Local Registrations until all newly required Local Registrations are obtained for the applicable Products in such jurisdiction.
- (b) If Integra decides that Distributor should obtain the Local Registrations, then Distributor shall: (i) be responsible for obtaining the Local Registrations; (ii) whenever feasible, obtain the Local Registration in the name and on behalf of Integra or of any Integra appointed affiliate or third-party; (iii) promptly comply with Integra’s instructions with respect to the administration and maintenance of the Local Registrations, including without limitation to add or remove additional importers/distributors to such Local Registrations, such that the additional importers/distributors may import and/or distribute (as

applicable) the Products in the Territory; and (iv) on request, transfer any and all Local Registrations to Integra or to any third-party appointed by Integra.

- (c) If Integra decides to obtain the Local Registrations itself (whether directly or through any Integra affiliate or third-party appointed agent or service provider in this respect), then Distributor shall provide support as may be reasonably required by Integra in order to file for and obtain the Local Registrations.

2. Distributor Obligations:

- (a) **Appointment:** Distributor is responsible for the promotion, training, service, and distribution of the Products in the Territory.
- (b) **Record Keeping:** Distributor shall establish and maintain a system of record keeping including a register of lot numbers, individual product numbers and customer names and addresses for all Products sold by Distributor in order to assist Integra with traceability in the event of a Product recall. Distributor shall require any customer that is not the end user of the Products, to maintain a similar register, including names and addresses of its end users.
- (c) **Marketing Plan:** Distributor shall submit a marketing plan for the Products in the Territory within thirty (30) days of the date of this DAL and thereafter within thirty (30) days after request by Integra.
- (d) **Key Performance Indicators:** Distributor shall also provide to Integra the following information relevant to Key Performance Indicators (KPIs):
 - (i) on a monthly basis, provide Integra with a written twelve-month rolling unit forecast of each Product (by SKU) (each, a "Forecast") on or before the Friday of the penultimate week of the month. Each Forecast is intended to facilitate Integra's planning for production purposes and is not intended to be a binding commitment on Distributor to buy or Integra to sell such amount in such Forecast, except that the second and third months of each Forecast are binding commitments for Distributor to order and take delivery of the Products subject to Integra's capacity and acceptance of purchase orders;
 - (ii) on a monthly basis, provide Integra with total sales in volume of each Product sold (by SKU);
 - (iii) in order to support warranty and quality claims and improve patient outcomes, on a monthly basis the customer list showing end-users, the Products sold to these customers and the volume of Products purchased by these customers; and
 - (iv) on a quarterly basis, provide Integra with inventory reports showing volume of inventory of each Product (by SKU).
- (e) **Maintenance of inventory:** At all times during the term of the DAL, Distributor shall maintain a sufficient level of inventory of the Products available for immediate delivery to customers in the Territory and to reasonably support customer emergency orders. From time to time upon reasonable advanced notice from Integra, Distributor shall permit Integra to enter into Distributor's premises and contracted facilities (as applicable) to confirm Distributor's Product inventory.
- (f) Distributor shall order Products from Integra by submitting a written purchase order identifying: Products ordered by SKU and requested quantity; requested delivery date(s); and any export/import information required to enable Integra to fulfill such orders. Distributor will use best efforts to issue

purchase orders pro-rata per the last Forecast and any such purchase order may be subject to price increases effective prior to shipment at Integra's sole discretion. All purchase orders for Products are subject to acceptance by Integra, which will be done in writing and inform Distributor of expected shipping dates. Distributor acknowledges that shipping dates are estimates only. Integra shall have no liability to Distributor with respect to purchase orders which are not accepted.

- (g) Product line extensions: Subject to Integra notification of the same, Distributor undertakes to distribute and promote in the Territory any Product line extension marketed by Integra and pertaining to one of the Product lines, such as without limitation new accessories, new versions of the Products within the same tradename or trademark family and new products operating with accessories, devices or components already included in the list of Products. For this purpose and among others, Distributor shall place an order for the purchase of any such Product line extension within thirty (30) days of the date of receipt of Integra notification. During the same period, Integra shall discuss with Distributor revised Minimum Purchase Amounts for the corresponding Product line(s).
- (h) Product changes: Integra is entitled upon written notification to Distributor to vary the list of Products or to exclude from this DAL, one or more of the Products, at Integra's absolute discretion, for any reason or no reason, without any further liability on the part of Integra.
- (i) No sales outside the Territory: Distributor shall under no circumstance sell, market or distribute, directly or indirectly, the Products outside the Territory.

In addition to the above and without prejudice to the foregoing prohibitions, Distributor further agrees that it will not divert or enable the sale, lease, or disposition of the Products whether directly or indirectly, to countries or denied parties where the sale, lease, use or other disposition or availability of such Product is prohibited or regulated by any law or regulation of the United States of America, including without limitation those laws and regulations enforced by the Bureau of Industry and Security of the US Department of Commerce in relation with dual-use products, and by the Office of Foreign Assets Control (OFAC) of the US Department of Treasury in relation with economic, financial and trade sanctions.

- (j) Private Label and other trademark exception: Distributor acknowledges and agrees that Integra may manufacture products similar to the Products for third parties under private label agreements with Integra. Therefore, notwithstanding anything herein to the contrary, any distribution of private labels of the Products (i) by third parties under private label agreements, or (ii) by Integra in the Territory shall not constitute a breach of Distributor's distribution rights with respect to the Products. Distributor also agrees that certain Products are manufactured by third parties and distributed by Integra under private label agreements. Therefore, notwithstanding anything to the contrary, any distribution of the Products by third parties under trademarks or brand names other than the Products trademarks or brand names identified in this DAL shall not constitute a breach of Distributor's distribution rights with respect to the Products.

It is also agreed by Distributor that Integra and any of its affiliates reserve the right to import, distribute, promote and sell directly or through third-party distributors, the Products in the Territory under trademarks or brand names other than the Products trademarks or brand names identified in this DAL.

- (k) **Minimum Purchase Amount:** Distributor shall conduct Product promotional and marketing activities in the Territory so as to order and purchase from Integra the minimum order value of Products as set forth in Exhibit 2 of this DAL (hereinafter the "Minimum Purchase Amount" or "MPA").

For the sake of clarity, Minimum Purchase Amount means the target Net Value (defined below) of Products to be purchased by Distributor during a given time period, as specified in Exhibit 2 of this DAL. "Net Value" means the sum of the gross amounts invoiced to Distributor by Integra and paid by Distributor for purchases of Products in respect of a given time period, less sales and invoice taxes, rebates, returns, credits, and any trade discounts, if any, granted by Integra, in its sole discretion. Distributor's satisfaction of the Minimum Purchase Amount is conditioned upon payment of amounts owed to Integra with respect to the subject purchases.

Unless Integra communicates to Distributor otherwise in writing or sets forth in Exhibit 2 of this DAL, the Minimum Purchase Amount for a renewal term shall equal the higher of (i) the Minimum Purchase Amount for the immediately preceding term plus 5% or (ii) the Net Value of Distributor's Product purchases for the immediately preceding term plus 5%.

Distributor purchase orders that exceed the Forecast quantities (pro-rata) or otherwise placed with the objective to reach any Minimum Purchase Amount and hold inventory, shall not count towards calculation of MPAs.

- (l) **Payment:** Payment must be made according to the terms stated on the invoice, by wire transfer to the bank account designated by Integra. Distributor shall bear the bank charges related to payment for the Products. Distributor will notify Integra in advance if it plans to use a third-party payor and provide the requisite information for Integra to complete its due diligence of the payor, provided however that Distributor will remain liable to Integra for the acts or omissions of the payor as its Representative (defined in Section 6) and payor's compliance with Section 6.
- (m) **Non compete:** Distributor shall not, directly or indirectly, design, develop, manufacture, in-license, advertise, promote, sell, resell or distribute any products in the Territory that are substantially similar to or that compete with the Exclusive Products during the term of this DAL. Further, Distributor acknowledges that its breach of Section 6(a) shall cause significant reputational damage and adverse business impact to Integra, so Distributor agrees that if Integra terminates this DAL pursuant to Section 7(c) Distributor shall not, directly or indirectly, design, develop, manufacture, in-license, advertise, promote, sell, resell or distribute any products in the Territory that are substantially similar to or that compete with the Exclusive Products during six (6) months after termination of the DAL.]

Distributor agrees and acknowledges that Integra has the sole discretion to appoint other distributors in the Territory for any of the Non-Exclusive Products listed in Exhibit 1 in the Territory.

- (n) Distributor further agrees to purchase at least one unit of Products that are capital equipment (each a "Capital Product") within 30 days of the issuance of the DAL. Thereafter, Distributor agrees to purchase a reasonable number of a Capital Product as demo units in order to support trial cases, demonstrations

and loaners and avoid disruption of presence of such Products in the hospitals. Levels of such demo units and pricing will be mutually agreed between the parties on a quarterly basis.

3. Product Pricing, Delivery and Title:

Integra may change its prices for Products upon prior written notice to Distributor. Prices are exclusive of all governmental taxes (including without limitation sales, use, excise, value-added and other similar taxes), duties and fees and Distributor is responsible for such costs. Prices are based on EXW (Incoterms 2020) delivery Integra's designated site. Title and risk of loss will pass in accordance with the Incoterms.

4. Intellectual Property:

- (a) **Distributor's Use of Trademarks:** Integra hereby grants to Distributor a non-exclusive, non-transferable, revocable license to use trademarks of Integra that it identifies from time to time in writing to Distributor ("Trademarks") during the term of this DAL solely for the purpose of advertising, promoting, marketing and selling the applicable Products under this DAL. Integra reserves the right to remove and/or add any Trademark from use under this DAL in its sole and absolute discretion upon advance written notice to Distributor. Any proposed usage outside the manner authorized by Integra of the Trademarks must be submitted to Integra for review no later than thirty (30) days prior to the proposed usage, and Integra shall have sole and absolute discretion in accepting any such proposed usage. Distributor will promptly notify Integra of any improper use of any Trademarks in the Territory that comes to the attention of Distributor. Integra shall retain all right, title and interest in and to all Trademarks, and all usage of the Trademarks by Distributor shall inure to the benefit of Integra. Distributor shall take no steps to register any Trademarks or any other mark confusingly similar to any of the Trademarks, and upon the termination or expiration of this DAL, Distributor shall cease using all Trademarks and any mark confusingly similar thereto. Distributor hereby agrees not to use Trademarks in any manner that is disparaging or that otherwise portrays Integra or Products in a negative light, as determined in Integra's sole and absolute discretion. Distributor hereby agrees not to use Trademarks in conjunction with, or to promote, any activity that is contrary to Integra's business or Products, as determined in Integra's sole and absolute discretion.
- (b) **Marketing Materials:** Integra may from time to time provide Distributor with certain materials such as, but not limited to: demonstration Products, models, promotional materials, catalogues, patient information and brochures, reprints of technical articles and marketing plans and translation or modification thereof made by Distributor or its agents (the "Marketing Materials"). The ownership of all Marketing Materials shall vest exclusively Integra and any such Marketing Materials remaining in the possession of Distributor shall be promptly returned to Integra or destroyed at Integra's option, at Distributors sole expense, upon request at the time of termination or expiration of this DAL. In the event ownership does not vest with Integra, Distributor will assign or have its agents assign all rights to the Marketing Materials to Integra and execute documents necessary to implement such assignment to Integra.
- (c) **Intellectual Property Rights.** Integra is and shall remain the exclusive owner of all the intellectual property rights (including without limitation patents, trademarks, copyrights, trade secrets) related to the

Products, incidental materials and Marketing Materials. Except as provided under this Section 4, Distributor shall have no rights to any intellectual property rights of Integra.

5. Confidentiality and Compliance with Laws:

- (a) Distributor shall keep all information (including without limitation, all regulatory information and Local Registrations records) of Integra and its affiliates confidential and agrees not to disclose such information to any third party or to use such information to compete with or adversely affect the business or operations of Integra or any of its affiliates. Upon expiration or other termination of the DAL, or upon request by Integra at any time, Distributor shall promptly return the original and all copies of all non-oral confidential information.
- (b) Distributor shall comply with (i) all applicable laws, statutes, rules, regulations and codes (including without limitation industry codes) of each country in the Territory, including without limitation laws, rules and regulations of each country in the Territory with respect to relationships with governmental officials and healthcare professionals, (ii) all applicable laws, statutes, regulations, and codes (including without limitation industry codes) relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act, and (iii) U.S. export law as set forth by the Bureau of Industry and Security – U.S. Department of Commerce and the Office of Foreign Asset Control – U.S. Department of Treasury.
- (c) In connection with the use of Integra assets, equipment or access to any Integra data systems (including cloud access, communicating, storing or managing Integra or third party data), Distributor will comply with all applicable Integra policies and procedures and act in accordance with the highest applicable industry standards for security and data privacy.

6. Anti-bribery Representations, Warranties, Covenants and Audit:

- (a) Distributor makes the following representations, warranties and covenants concerning the anti-bribery compliance:
 - (i) Distributor is and shall remain compliant with all applicable laws, statutes, regulations and industry codes, including without limitation those addressing anti-bribery and anti-corruption; Distributor acknowledges receiving Integra's Compliance and Ethics policies located at [Compliance & Ethics \(integralife.com\)](http://integralife.com) and will comply with these policies.
 - (ii) Neither Distributor nor its officers, employees, agents, owners or shareholders (the "Representatives") are a government official, an official of any public international organization, or an official of a political party;
 - (iii) All of the information that Distributor has provided to Integra and its representatives in connection with Integra's retention of Distributor was and remains current, accurate, and complete. Distributor shall notify Integra immediately, in writing, of any changes with respect to any such information provided to Integra;
 - (iv) For any sub-distributor selected by Distributor for the Products in the Territory (the "Sub-Distributors"), Distributor will complete due diligence and obtain written approval from Integra prior to engaging with a Sub-Distributor to ensure the Sub-Distributor is in compliance with the terms of Section 5(b). The Distributor will execute a valid written agreement with Sub-Distributor with obligations as stringent as

those contained in this DAL, including without limitation those obligations contained in Section 5 and this Section hereof. Notwithstanding the above, Distributor is liable to Integra for the acts and omission of its Sub-Distributors and end-users that conflict with terms in this Section. Distributor shall submit to Integra all names of Sub-Distributors prior to engaging them for the sale of the Products to enable Integra to complete its due diligence screening. Integra shall have the right to object to engaging a Sub-Distributor for good cause and in such case Distributor shall not engage or terminate the Sub-Distributors for the Products. Any changes to Sub-Distributors must be communicated to Integra prior to the change or engaging with the Sub-Distributor.

- (v) In connection with its representation and work on behalf of Integra, Distributor shall at no time (a) give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or thing of value to any employee or official of any government, employee or official of any government or public organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such employee, official, political party or candidate in any governmental matter, or for the purpose of doing or forbearing to do any act in relation to the business or affairs of Integra or Distributor, and/or for the purpose of showing or forbearing to show favor or disfavor to any person in relation to the business or affairs of Integra or Distributor, or (b) permit any of Distributor's Representatives or sub-distributors to do any of the foregoing;
- (vi) If there are any additional owners in, or change in the ownership of, Distributor, Distributor shall notify Integra of the identity of the new owner(s) as soon as possible. Integra may, at its option, terminate this DAL with Distributor if Integra disapproves of such new owners ;
- (vii) Distributor shall provide anti-bribery or anti-corruption compliance training to the Distributor and Sub-Distributor members, senior management and other Distributor personnel who may have contact with government officials and/or healthcare professionals while conducting business related to the Products and Integra may supplement such training;
- (viii) In performing this DAL, Distributor acknowledges and understands that Integra is covered by the FCPA and similar anti-bribery or anti-corruption laws in the jurisdictions where Integra operates. Such FCPA, anti-bribery or anti-corruption compliance obligations extend to this relationship as provided for in Section 5(b). Upon request of Integra, Distributor will complete and provide to Integra a certification of compliance with Integra's anti-bribery compliance requirements (as summarized in this section) and with applicable anti-bribery and anti-corruption laws (as summarized in Section 5(b)) prior to the Effective Date and will provide a new certification of compliance to Integra on an annual basis throughout duration of this DAL. Distributor will also require its Sub-Distributors to provide the certifications stated above and comply with the terms herein.
- (b) The representations, warranties and covenants made in this Section 6 are made in connection with Integra's decision to enter or continue a business relationship with Distributor. Distributor shall forfeit any commissions and any other payments owed to it by Integra upon an admission or finding that Distributor has breached Section 5(b)(ii) or this Section 6.
- (c) Records and Audit:
- (i) Distributor shall establish, maintain and preserve an accounting system, books and records consistent with the International Financial Reporting Standards (IFRS) or equivalent local standard, for all transactions relating to this DAL and the Products (including the requirements of Section 2(b)), during

the term of this DAL for 10 years after the termination or expiration of this DAL, which records shall include, without limitation, accounting records, written policies and procedures; subcontract files (including proposals and awards, bid recaps, etc); all paid vouchers including out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; insurance documents; payroll documents; timesheets; memoranda; and correspondence (collectively "Records"). Distributor shall further ensure its Sub-Distributor comply with the requirement herein for Records of its respective activities.

- (ii) During the term of this DAL and for up to 10 years after termination or expiration (or such longer period prescribed by law). Integra shall have the right upon reasonable notice to inspect and audit the Records or designate a representative to conduct such audit. Distributor shall make the Records available for inspection and audit in all media formats (including copies and extracts of records as required) to Integra or its representative during normal business hours at the Distributor's office or other mutually agreed location. Distributor shall provide complete and accurate Records that allow Integra to readily identify Distributor's assets, expenses, costs of goods, use of funds and any other financial records including but not limited to all payments made by Distributor in relation to all transactions, performance or any actions for the purpose of performance under this DAL and comply with all government inquiries and audits. Distributor shall ensure Integra or Integra's designated representative has these rights with Distributor's Representative and Sub-Distributor, and these rights shall be explicitly included in any subcontracts or agreements between Distributor and Sub-Distributor or Representatives that relate to the Products or this DAL.
- (iii) Unless otherwise stated or agreed by the parties, each party bears its own costs of complying with the obligations herein. If the audit identifies overpayment or overcharges (of any nature) by the Distributor to Integra in excess of one-half of one percent (.5%) of the total annual contract billings, Distributor shall reimburse Integra for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, Integra may recoup the costs of the audit work and damages incurred from Distributor. Any adjustments and/or payments that must be made as a result of any such audit or other finding shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Integra's findings to Distributor.
- (d) Transition Assistance. "Transition Assistance" means the activities, information, and other assistance that Integra reasonably requests from Distributor to enable an orderly transfer of Integra Confidential Information, Product sales and customer data from Distributor to Integra or its designee without interruption or adverse effect to Integra. Integra may request Transition Assistance beginning (i) six (6) months prior to expiration of the term of this DAL, or (ii) upon a notice of non-renewal or termination (including notice based upon default by Integra) of this DAL, and, in all cases, continuing for six (6) months following the effective date of the termination or expiry. Integra will pay Distributor's out of pocket expenses (if any) for the Transition Assistance at cost incurred, except that in case of termination for cause by Integra such Transition Assistance shall be provided at no cost to Integra. The terms of this DAL will continue to apply to the Transition Assistance and shall be deemed to survive for such purpose.

7. Remedies and Termination:

- (a) Without prejudice to any termination provision or expiry date mentioned in this DAL, should Distributor fail to achieve either (i) an annual Minimum Purchase Amount or (ii) a quarterly Minimum Purchase Amount, and such failure is not cured in the immediate subsequent quarter such that the Minimum Purchase Amount to-date has been achieved, Integra shall have the right, in its sole discretion and upon



one (1) month's written notice, to do one or all of the following: (i) remove from the Distributor's distribution rights the Exclusive Products with respect to which the Minimum Purchase Amount has not been achieved, (ii) remove from the Distributor's distribution rights any Non-Exclusive Products, and/or (iii) convert an exclusive right to distribute into a non-exclusive right to distribute, for Products with respect to which the Minimum Purchase Amount has not been achieved. Integra may also, in the event of such failure, at its sole discretion, automatically raise the price of all of the Products by 5% upon 10 days' written notice, it being understood that this option to increase the price is in addition to any price changes Integra may otherwise make.

- (b) Integra shall be entitled to terminate this DAL with three (3) months' prior written notice if (i) Distributor fails to achieve the Minimum Purchase Amount on an annual basis or (ii) Distributor breaches its obligations as set forth in Section 2(c) (Marketing Plan), Section 2(d) (Key Performance Indicators), or Section 2(e) (Maintenance of inventory).
- (c) Additionally, should Integra have reasons to believe that Distributor, its Representative or Sub-Distributors may be in breach or anticipatory breach of any material term of this DAL, including but not limited to Distributor, its Representatives or its Sub-Distributors' failure to perform any obligation as set forth in Section 5(b) (Compliance with Laws) or Section 6 (Anti-Bribery Representations Covenants, Warranties, and Audit), or the Quality Agreement, Distributor, its Representatives or its Sub-Distributors' failure to completely and accurately keep or disclose Records for Integra or Integra's designated representative to inspect and audit as set forth in Section 6(c)(i) and Section 6(c)(ii), Integra shall be entitled to immediately terminate this DAL at Integra's sole discretion and without notice and without right to cure. In the event of such termination, Integra shall have no liability to Distributor or Sub-Distributors for any fees, reimbursements, or other compensation under this DAL, and shall have the right to setoff damages against fees or costs previously due or credited to Distributor. Distributor shall defend and indemnify Integra for any third-party loss, cost, claim, or damage resulting from the potential breach of this DAL or the Quality Agreement and the termination of this DAL.
- (d) Effect of Termination: It is expressly understood and agreed that the parties have considered the possibility of the making of expenditures hereto in preparing for and in the actual performance of this DAL and have considered the possibility of loss and damage resulting from the non-renewal or termination hereof. It is the express intent and agreement of the parties that neither shall be liable to the other for damages or otherwise by reason of the non-renewal of this DAL or its termination as provided in this section, provided that such non-renewal or termination shall not operate to discharge or release either party of obligations assumed by it prior to such non-renewal or termination.

8. Quality Agreement:

Distributor and Integra shall comply with the provisions of any current or future Quality Agreement in place.

9. Product Warranty:

The Products are subject to Integra's standard warranty in effect for the applicable Product at the time of sale.

10. Independent contractors:

The relationship between Integra and Distributor is one of seller and buyer. Integra and Distributor hereby agree that, in the performance of their respective rights and obligations hereunder, they are and shall remain independent contractors. Nothing in this relationship shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall have the power to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

11. Acknowledgement:

By signing this DAL and/or by placing an order for products with Integra or any of its affiliates, Distributor shall be deemed to have agreed to the terms, conditions and requirements of this DAL.

12. Survival:

Expiration or termination of this DAL shall not relieve either party of claims or obligations accrued or incurred prior to such expiration or termination. All provisions of this DAL which by their nature should apply beyond its non-renewal, termination or expiration, shall remain in force, including without limitation Clause (iv) Section 1(b) (Transfer of Local Registrations), Section 2(b) (Record Keeping), Section 4 (Intellectual Property), Section 5 (Confidentiality and Compliance with laws), Section 6(c) (Records and Audit), Section 8 (Quality Agreement), this Section 12 (Survival) and Sections 14 through 22 shall survive the non-renewal, termination or expiration of this DAL for any reason in accordance with their respective terms.

13. Limitation of Liability:

INTEGRA OR ITS AFFILIATES SHALL HAVE NO LIABILITY TO DISTRIBUTOR OR ITS AFFILIATE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFIT OR INCOME) OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. THE PARTIES EXPRESSLY AGREE, WHERE PERMITTED BY APPLICABLE LAW, TO THE WAIVER OF MANDATORY RULES RELATING TO COMPENSATION AND INDEMNITY OF DISTRIBUTOR.

14. Assignability:

Distributor may not assign this DAL, in whole or in part, whether by assignment, sale of stock, sale of assets, merger, consolidation or change of control, except with the prior written consent of Integra. Distributor may not appoint any sub-distributor or sub-contractor except with the prior written consent of Integra. However, Integra may assign this DAL, its rights and obligations hereunder to any third party. This DAL shall be binding upon and enforceable by the successors and assigns of the parties and inure to the benefit of its permitted successors and assigns.

15. Non waiver:

No right, covenant, agreement or obligation under this DAL may be waived except in a written agreement signed by the party against whom the waiver is sought to be enforced. The waiver by any

party of any right under this DAL or of any covenant, agreement or obligation contained herein shall not be construed to constitute a waiver of the same right or any other right.

16. Amendment:

Changes or modifications to this DAL may not be made orally, but only by a written amendment signed by both parties.

17. Nullity:

To the extent that any provision herein shall be deemed invalid or unenforceable, such provision shall be severed from the terms of this DAL and not affect the remainder of the DAL which shall remain in full force and effect in accordance with its terms.

18. Governing Law:

This DAL, except to the extent as otherwise may be specifically required by the law of the territory in which the Distributor sells product, shall be interpreted and construed under the laws of United States, without regard to its conflict of laws principles. The Convention on the International Sale of Goods shall not apply.

19. Dispute Resolution:

- (a) Any dispute involving the construction, performance or termination of this DAL shall, in the absence of prior amicable settlement between the Parties, be exclusively resolved by binding arbitration with the International Chamber of Commerce (ICC) in United States and pursuant the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules").
- (b) The arbitration will be conducted by a single arbitrator selected by the ICC in accordance with the ICC Rules. In any Dispute if the claims for damages are greater than One Million US Dollars, three arbitrators shall be used. Each of Integra, on the one hand, and Distributor, on the other hand, will appoint one arbitrator, and the arbitrators so appointed will select a third arbitrator each in consultation with the party that appointed him or her. Once the third arbitrator is selected, the arbitrators shall be considered neutral arbitrators as that term is understood under the ICC Rules. The arbitrator shall have the authority to award actual money damages (with interest on unpaid amounts from the date due). The arbitrator shall not have the authority to reform this DAL or any documents ancillary to this DAL or to award specific performance, temporary injunctive relief or exemplary or punitive damages. The parties expressly waive any claimed right to receive money damages in excess of their actual compensatory damages. The arbitrator(s) shall issue a reasoned award. The costs of arbitration, but not the costs and expenses of the parties, shall be shared equally by Integra, on the one hand, and the Distributor, on the other hand. If a party fails to proceed with arbitration, unsuccessfully challenges the arbitration award, or fails to comply with the arbitration award, the other party is/are entitled to costs, including reasonable attorneys' fees, for having to compel arbitration or defend or enforce the award. The award shall be enforceable in any Court of competent jurisdiction. Except as otherwise required by law, the parties agree to maintain as confidential all information or documents obtained during the arbitration process, including the resolution of the Dispute.
- (c) Except as provided for below, the parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. Notwithstanding the above, the Parties recognize that



certain business relationships could give rise to the need for one or more of the Parties to seek emergency, provisional, or summary relief to repossess and sell or otherwise dispose of goods, to prevent the sale or transfer of goods, or to protect real or personal property from injury, and for temporary injunctive relief. Immediately following the issuance of any such relief, the Parties agree to the stay of any judicial proceedings pending mediation or arbitration of all underlying Disputes.

- (d) This agreement to arbitrate shall continue in full force and effect despite the expiration, rescission or termination of this DAL.

20. Entire Agreement and Order of Precedence:

This DAL, including the Schedules, Addenda, Attachments and Exhibits, constitutes the entire agreement among the parties with respect to the subject matter of this DAL and supersedes all prior agreements, including any prior DALs, understandings, and negotiations whether written or oral, with respect to the subject matter of this DAL. If there is a conflict among the documents applicable to this DAL, the order of precedence for resolving the conflict is, in descending order: (a) subsequent amendments duly executed; (b) this DAL (excluding the Exhibits); (b) the Exhibits; and then (c); invoices or confirmations.

21. Notices:

Any notices required or permitted under this DAL shall be in writing, shall specifically refer to this DAL, and shall be sent by recognized national overnight courier, or registered or certified mail, postage prepaid, return receipt requested, to the addresses of the parties mentioned on the first page of this DAL. Any notices under this DAL are effective upon receipt.

Integra LifeSciences Corporation

Codimédica SAS.

Name: Ross Beckwith

Luis Fernando Galan

Title: Vice President, Indirect Markets

General Manager



Signature: Ross Beckwith

Date: December 14, 2022

Signature: Luis Fernando Galan

Date: 13/12/22