Letter of Authorization

ENDO-FLEX GmbH

a company incorporated in Germany and having its office at

Alte Hünxer Str. 115
46562, Voerde
Germany

hereinafter: " ENDO-FLEX "

herewith authorizes

INNOVID S.A.S.

a company incorporated in Colombia and having its office at

Calle 49 #13 33 Ofi. 1302
Bogota - Colombia

hereinafter "DISTRIBUTOR"

The Distributor is authorized to register and market the products of ENDO-FLEX within the territory of Colombia.

ENDO-FLEX develops and manufactures a wide range of flexible equipment for Gastroenterology and Pulmonology.

Products means: ENDO-FLEX Flexible Endoscopic Instruments (Appendix I (1)). Products developed on an OEM Basis for other companies are excluded from this agreement as well as products manufactured for and from companies that belong to the MEDI-GLOBE GROUP.

The relationship between ENDO-FLEX and DISTRIBUTOR established by this agreement shall be solely that of vendor and purchaser, and not that of principal and agent. In the performance of this agreement, DISTRIBUTOR shall act as an independent contractor at all times. DISTRIBUTOR shall have no authority to assume or create any obligation or responsibility, whether express or implied, on behalf of or in the name of ENDO-FLEX, or to bind ENDO-FLEX in any manner whatsoever.

The DISTRIBUTOR agrees and confirms to follow the below listed Quality and Non-Disclosure standards of ENDO-FLEX.

DISTRIBUTOR shall energetically devote its best efforts to advertise and promote the products at all times. He shall maintain adequate facilities and a competent work force to effectively promote, sell and service the products. DISTRIBUTOR shall provide adequate instruction to customers in the use of products and field service for replacement of all products in the territory. The DISTRIBUTOR shall use only such advertising material that has been approved by ENDO-FLEX. The DISTRIBUTOR is obliged to sell and market the products of ENDO-FLEX through trained Medical Devices Consultants only. Furthermore, the DISTRIBUTOR agrees to organize and execute product trainings according to the requirements and in arrangement with ENDO-FLEX, corresponding to the effective, legally prescribed extent for the Medical Devices Consultants of the Distributor. On demand, the DISTRIBUTOR needs to confirm in writing the participation and successfully passed product training, organized by the responsible ENDO-FLEX Medical Device Consultant.

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In order to assist ENDO-FLEX filing its PSUR (Periodic Safety Update Report) and PMS (Post Market Surveillance) Report, DISTRIBUTOR shall ask its customers accordingly. The results of that survey shall be rendered to ENDO-FLEX annually, latest 31st of March of the year concerned.

DISTRIBUTOR shall submit to ENDO-FLEX activity reports, sales reports based on article number and quantity, existing ENDO-FLEX inventory lists and forecasts in the format every month or by the dates reasonably requested by ENDO-FLEX, in order to assist ENDO-FLEX in production planning.

DISTRIBUTOR shall obtain and maintain any registration of the products with the relevant Health (or other) Authorities in the territory, which may from time to time be required by law, such registration to be in the name of ENDO-FLEX unless prohibited by law, in which case they shall be held in trust for ENDO-FLEX by DISTRIBUTOR and shall be subject to transfer or cancellation at ENDO-FLEX´s direction. The expenses of obtaining such registration shall be covered by the DISTRIBUTOR. DISTRIBUTOR shall also comply with all laws and regulations applicable in the territory. The DISTRIBUTOR shall ensure that it takes all necessary steps including the maintenance of appropriate records, to ensure that all products which are sold by the DISTRIBUTOR are fully traceable and can be promptly recalled if necessary or if requested by ENDO-FLEX.

DISTRIBUTOR shall keep the before-mentioned documentation available for the competent authorities for a period of at least 10 years after the device has been placed on the market. In the case of implantable devices, the period shall be at least 15 years after the device has been placed on the market.

DISTRIBUTOR is not allowed to sell any products of companies that compete against products sold by ENDO-FLEX. Products that fit into the line and are not available through ENDO-FLEX can be sold so long as ENDO-FLEX does not introduce such products into the market place. The violation of this article by the DISTRIBUTOR will allow ENDO-FLEX to terminate the existing contract with immediate effect.

Medical Device Vigilance System: The DISTRIBUTOR shall institute and keep up to date a systematic procedure to obtain and review any adverse information or experience relating to the products gained by any purchaser or end user of the products, including (without limitation) information relating to the occurrence of the following incidents: any malfunction or deterioration in the characteristics and/or performance of the products, as well as any inadequacy in the instructions for use which might lead to or might have led to the death of a patient or to a serious deterioration in his state of health; or any technical or medical reason connected with the characteristics or performance of the products which might lead, for the reasons referred to above, to the need for a systematic recall of Products of the same type by ENDO-FLEX; or any suspicion of falsified products. In any case, ENDO-FLEX as the legal manufacturer of the product will decide on a recall of the product and shall communicate all relevant information to the DISTRIBUTOR.

The DISTRIBUTOR shall promptly pass on any such information to ENDO-FLEX and, in the case of information relating to the occurrence of any of the incidents set out above, shall pass the information to ENDO-FLEX immediately on obtaining the information.

The DISTRIBUTOR shall, if so requested by ENDO-FLEX, the notified body of ENDO-FLEX or competent authorities, inform ENDO-FLEX, the notified body of ENDO-FLEX or authorities of the procedures which it has put in place to comply with its obligations under the above mentioned clauses and supply copies of all documents evidencing such procedures.

The DISTRIBUTOR is obliged to report any information related to a faulty product or a problem with local authorities in relation to an ENDO-FLEX product immediately to ENDO-FLEX and shall promptly return the faulty product including the packaging. It shall be indicated on the freight documents and on the packaging whether the product was in use and potentially contaminated. If the product was in use and potentially contaminated, the product must be returned to ENDO-FLEX in a safe and sealed container. The DISTRIBUTOR shall use the most recent valid version of our Claim Report Form for claim reporting.

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The DISTRIBUTOR is obliged to handle the product properly during transport and warehousing according to the information provided by ENDO-FLEX directly in any form or through the information on the boxes or instructions for use. The DISTRIBUTOR is not entitled to re-label the product or to change or modify the label information on the product in any way provided through ENDO-FLEX.

From May 2021, DISTRIBUTOR is obliged to act in accordance with the MDR.

For clarification purposes only: At no time, Distributor is obliged to render to ENDO-FLEX its customers' data or contact details such as address, name etc.

DISTRIBUTOR is obliged to grant access to ENDO-FLEX, notified body and competent authorities, in order to enable announced and unannounced audits. Furthermore, DISTRIBUTOR shall forthwith notify ENDO-FLEX of unannounced audits by the notified body of ENDO-FLEX or competent authorities.

Each party undertakes for itself and for its employees, agents and representatives to treat the other party's Confidential Information as strictly confidential and not disclose or communicate such Confidential Information to any third parties without prior written approval of the other party.

This letter is valid until December 31, 2024, and will terminate automatically.

The Non-Disclosure agreement is exempt from the termination and will be valid
10 (ten) years after signature below.

Any changes or amendments to this agreement must be in writing. All previous distribution agreements become invalid once this agreement is in force between the parties.

Governing Law / Jurisdiction
This agreement shall be governed by the laws of the Federal Republic of Germany. The application of the UN convention on the International Sales of Goods (CISG) is excluded. In the event of any disputes arising out of or in connection with this agreement and the sales contracts under this agreement the courts locally competent for ENDO-FLEX principal place of business shall have exclusive jurisdiction. The claimant shall also be entitled to bring a complaint in the courts at the defendant's principal place of business.

Date: 11.01.2024

Place: Voerde

ENDO-FLEX GmbH

Managing Director
C. Klein

Managing Director
M. Lehner

Date: Enero 2 de 2024

Place: Bogotá Colombia

INNOVID S.A.S.

Managing Director
William Enrique Nieves Clavijo

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Appendix I (1)

- Nasal and Biliary Drainage Probes SU
- Biliary Stents SU
- Pancreatic Stents SU
- Self – expanding Stents SU
- Stone Extraction Balloons SU
- Biopsy Forceps SU/RU
- Foreign Body Retrievers / Polyp Retrievers SU/RU
- Multi Band Ligation Device SU
- Spray Catheter SU
- Cytology Brushes SU
- Guide Wires SU
- Cysto Gastro Sets SU
- Hot Biopsy Forceps SU
- Sphincterotomes SU/RU
- Polypectomy Snares, Mucosectomy Snares SU/RU
- Fibrin Application Needles SU
- FNA System for Ultrasound endoscopy SU
- Injection Needles SU
- Transbronchial Aspiration Needles SU
- E.R.C.P. Catheters SU
- Suction / Flushing Catheters SU
- Stone extraction Baskets SU/RU
- Lithotripsy Baskets / Lithotripsy Spirals SU/ RU
- Guiding Catheters SU
- Pushers SU
- Stent Placement Sets SU
- Biliary Dilatation Catheters SU
- Polyp & Foreign Body Retriever “Easy Collect” SU
- Guide Wires SU/RU
- Dilation Balloons SU

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