

DISTRIBUTOR AGREEMENT

This DISTRIBUTOR AGREEMENT (herein after "Agreement") is made this the **January 15, 2022** by and between **JEIL MEDICAL CORPORATION**, located at **702. 703. 704. 705. 706. 804. 805. 807. 812. 815-ho, 55, Digital-ro 34-gil, Guro-Gu, Seoul, Korea** (herein after "JEIL") and **RP Dental**, located at **CARRERA 48 # 10-45 OFICINA 1005, Medellin, Colombia, 050021** (herein after "Distributor"). The parties mutually agree to the following terms and conditions;

1. APPOINTMENT:

JEIL appoints Distributor as its Authorized Distributor to sell JEIL's products in the following territory: Colombia (herein after "Territory")

- ① This Agreement is only for ARIX SYSTEM (herein after "Products")
- ② Concerning additional Products in the system, the Distributor has the right to distribute any modified or new Products within mutual agreement between the parties.
- ③ During the term of this Agreement, the Distributor agrees not to represent or sell products that would be considered to compete with JEIL's products, the determination of which will be at the discretion of JEIL.
- ④ Distributor may appoint sub-distributors within Distributor's respective Territory only.

2. TERM:

The term of this Agreement shall be for a period of three (3) years, unless terminated, canceled, or renewed in accordance with the provisions of this agreement.

- ① This agreement must be duly executed after the date of making contract.
- ② The following orders must be done at least within 4 months from the shipping date of the prior order.
- ③ Renewal of the Agreement shall be automatically contingent upon the achievement of mutually agreed upon yearly order goals (EXHIBIT-1).

3. DUTIES OF DISTRIBUTOR

- ① To promote the sale of Products
- ② To maintain and manage a sales organization which is trained on how to sell and service Products.
- ③ To assist JEIL regarding matters related to the marketing and promotion of Products, attending trade shows, surgeon feedback regarding product use, and suggestions for

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Products changes or improvements.

- ④ Distributor shall keep confidential all business and technical information made available by JEIL under or in connection with this Agreement. This obligation shall continue for three months after termination of this Agreement howsoever arising
- ⑤ When the competent authority, of the where Distributor's registered place is located, requests access to samples or equipment, Distributor shall inform to the JEIL. (MDR Article 11, 3 (e))
- ⑥ Distributor shall immediately notify JEIL of complaints or reports from medical professionals, patients and users regarding suspected accidents involving the Products. (MDR Article 11, 3 (g))

4. DUTIES OF JEIL

JEIL shall notify Distributor of any changes in the purchased Products and/or services prior to implementation of any changes that may affect the ability of the purchased Products and/or services to meet specified purchase requirements.

5. PRODUCT ORDER AND SHIPMENT

JEIL shall make a shipment within 30 working days after the date of a written order received and will make every effort to assure that the product ordered is shipped in the most responsive manner possible. The Distributor agrees not to hold JEIL responsible for delays in shipment arising from acts or omissions beyond the control of JEIL. A copy of the shipments(s) and the payment invoice(s) shall be provided to Distributor with each shipment.

- ① All shipments shall be Ex-Work from JEIL's Seoul facility. Any prepaid shipping charges will be added as a separate item on the billing invoice.
- ② Any claims for shortages, errors, or deficiencies will not be allowed unless JEIL is notified within 15 days after shipment to the Distributor.

6. PRICES AND TERMS

The Distributor shall pay for all purchases of Products either by bank wire transfer, or other method of payment, in US Dollars.

- ① A price condition shall be "Ex-Work" (JEIL's Seoul facility). Consequently, any prepaid shipping charges will be added as a separate item on the billing invoice.
- ② Payment term is ["T/T in advance"]
- ③

7. TERMINATION

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Upon thirty (30) days written notice to the Distributor, JEIL has the right to terminate this Agreement or redistribute the right of sale in the Territory if the Distributor fails to meet the yearly order goals as determined (EXHIBIT-1), or if the Distributor violates any provisions of this Agreement.

- ① In the event of termination, Distributor agrees to return any and all literature, sales samples, or other material consigned or provided to Distributor at no charge within fifteen (15) days of termination notification.
- ② Distributor agrees to pay for any sales samples, literature, training manuals, or related materials not returned at the cost of JEIL's estimation.

8. INDEMNIFICATION

Distributor agrees to indemnify and hold JEIL harmless from any and all liabilities, losses, damages, claims, costs and expenses (including reasonable attorneys' fees) which may arise out of or may be connected with any acts or omissions of Distributor.

9. CONFIDENTIAL INFORMATION

Distributor agrees to maintain in confidence any and all confidential and proprietary information pertaining to the business of JEIL. Such information shall be marked "Confidential".

10. ARBITRATION

All disputes, controversies and etc. which may arise between the parties or in relation to or in connection with this agreement or for the breach thereof shall be finally settled by arbitration in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board. The award rendered by the arbitrator(s) shall be final and binding upon parties concerned.

11. TRACEABILITY

Distributor shall make and maintain a system of its customer list to provide full traceability of Products.

- ① Customer Complaint and Medical Malpractice
 - a. Distributor shall send JEIL via email a compilation of any customer complaints received regarding the Products at the end of each month.
 - b. In cases of confirmed or suspected medical malpractice, Distributor shall inform JEIL immediately of related information.
 - c. Once the customer complaints are processed, JEIL shall send the results via email to the Distributor to be delivered to the customer. In case of any customer

feedback regarding the result, Distributor shall send it to JEIL.

- d. In case of adverse events or medical malpractice, Distributor shall take necessary measures according to the applicable regulation and provide JEIL with such information immediately which enables JEIL to comply with the necessary regulations and requirements.

② Record of Sales

- a. Distributor shall maintain records of distribution in the Territory so that it can provide JEIL with the following information for each product distributed when requested:
 - i. Prior to distribution: the name, address and the telephone number of the Distributor
 - ii. After distribution: the name, address, and the telephone number of the final distributor/sub-distributor/hospital holding the Product.

③ Product Recall

- a. If the authorities concerned orders a recall on the products, the Distributor shall inform JEIL immediately perform the necessary follow-up actions.
- b. If any problem is found in regard to the performance or safety of the released Products, JEIL shall issue an advisory with the course of actions for the Distributor, who then shall take the necessary actions including but not limited to relaying the advisory to the applicable organizations.

12. Product Storage and Handling

Distributor shall store and handle the Products according to the following instructions:

- ① Products shall be stored in a clean and dry location at room temperature to prevent any damage, contamination or alteration to the Products.
- ② In the event of selling or transporting the Products, Distributor shall perform necessary measures including but not limited to packing the Products in an appropriate box with packing buffer to prevent any damage, contamination, or alteration to the Products.
- ③ If the Products have specific instructions for storage or transportation, Distributor shall maintain the Products accordingly.

13. OTHER TERMS AND CONDITIONS

All notices and other communications hereunder shall be in writing and delivered personally or mailed by overnight mail, postage prepaid, or by certified or registered mail, return receipt requested, postage prepaid, or sent by DHL, FedEx or other internationally recognized courier service (billed to sender), to Parties at the following addresses:

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If to JEIL:

JEIL MEDICAL CORPORATION

702.703.704.705.706.804.805.807.812.815-ho, 55,

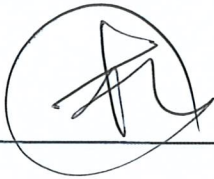
Digital-ro 34-gil, Guro-Gu, Seoul, 08378, Korea

If to Distributor:

RP Dental SAS

CARRERA 48 # 10-45 OFICINA 1005, Medellin, Colombia, 050021

or to such other place either Party may designate by written notice to the other.

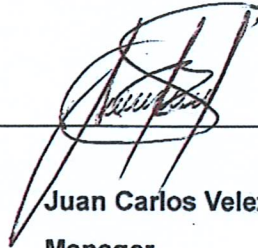


Date:

By: **SEONG JIN PARK**

Title: **PRESIDENT**

JEIL MEDICAL CORPORATION



Date:

By: **Juan Carlos Velez Restrepo**

Title: **Manager**

RP Dental S.A.S

EXHIBIT-1

1. Sales Territory: Colombia

2. Distributor's annual minimum purchase quota from JEIL:

ARIX	2022	2023	2024
US\$	\$500,000	\$550,000	\$605,000

*** DETAIL PLAN ATTACHED "Forecast 2022 ~ 2024" ***

***Note**

- "First Year" will be started after the date of making contract.
- The Distributor shall set up order plan every 3 months so that JEIL can supply the Products continuously.