

Sales Agreement

We, Fukuda M-E Kogyo Co., Ltd., 26-8, Minami Nagareyama 6-chome, Nagareyama-city, Chiba 270-0163 (hereinafter referred as to **MANUFACTURER**) and MEDITECH, 15/2, Topkhana Road, 16, BMA, Bhaban, GPO Box-2744, Dhaka-1000, Bangladesh (hereinafter referred as to **DISTRIBUTOR**)

have agreed the following conditions with respect to the sales of products set out in Appendix A (hereinafter referred as to "PRODUCTS") manufactured and supplied by MANUFACTURER to DISTRIBUTOR for the Business Area set out in Appendix A, in order to comply with the requirements under the Quality Management System established and maintained by MANUFACTURER and the relevant National Regulations to PRODUCTS.

1. Customer communication

- a) Provision of the marketing-related documents: MANUFACTURER shall provide DISTRIBUTOR the marketing-related documents (e.g., catalogues, IFU), including relevant certificate of quality and approval to MANUFACTURER and PRODUCTS which can be provided to DISTRIBUTOR upon request.
- b) Inquiry and/or Order confirmation: MANUFACTURER shall provide DISTRIBUTOR a quotation and/or order confirmation upon an inquiry and/or order from DISTRIBUTOR.
- c) Purchase order, including amendments: Any amendment in purchase order from DISTRIBUTOR shall be handled as a new purchase order by MANUFACTURER.

2. Feedback and Customer satisfactory

For the customer satisfactory, MANUFACTURER may ask DISTRIBUTOR to collect from customers and/or market the feedback information, including the questionnaire and the complaints related to PRODUCTS.

3. Complaint handling

DISTRIBUTOR shall be responsible to record all customer's and market complaints related to PRODUCTS, and transfer these information to MANUFACTURER urgently upon receiving such complaints (General complaints, e.g., wrong delivery, are not applied to this condition).

4. Traceability of exported PRODUCTS

MANUFACTURER shall keep the records of serial number or production lot number for all PRODUCTS sold to DISTRIBUTOR, and DISTRIBUTOR and his sub-distributor(s) shall keep the records of the PRODUCTS delivered to the end-customers so that the traceability of PRODUCTS is ensured and can be performed at any time upon the request by the National Competent Authorities or like under relevant National Regulations to PRODUCTS, and such records of PRODUCTS kept by DISTRIBUTOR shall include;

- a) Name and address of end-customers
- b) Quantity delivered to end-customers
- c) Date of delivery to end-customers
- d) Serial number of PRODUCTS

5. Actions to be taken for incidents or events should be reportable

When incidents or events related to PRODUCTS should be reportable under the National Regulations occur, MANUFACTURER and DISTRIBUTOR in their co-operation should take all necessary actions, including systematic recalls.

6. Storage of PRODUCTS

DISTRIBUTOR shall ensure that the storage of PRODUCTS under the following environmental conditions in transportation and storage, avoiding a direct sunlight;

- a) Ambient temperature: -10 ~ 50°C
- b) Relative humidity: 10 ~ 95%

7. Date of expiry of this SALES AGREEMENT

December 16, 2022

(Appendix A)

- PRODUCTS: Electrocardiographs
- Business Area: Bangladesh

Date: December 16, 2019

Fukuda M-E Kogyo Co., Ltd.



M. Fukumoto, Export Manager

Date:

MEDITECH

Ashraf Hossain, Proprietor