

**DISTRIBUTION AGREEMENT No. \_\_\_\_\_**

Nové Zámky, Slovakia

\_\_\_\_\_, 2013

**Cryomed s.r.o.,**

Budovateľská 7, 940 01 Nové Zámky, Slovakia,  
represented by managing director Ing. Martin Polák,  
hereinafter referred to as **the Principal**, on the one hand,

and

\_\_\_\_\_  
represented by CEO \_\_\_\_\_,  
hereinafter referred to as **the Distributor**, on the other hand,

together referred to as **the Parties**, have concluded the present Agreement on the following:

**1. SUBJECT OF AGREEMENT**

1.1. The Distributor based on the understanding with the Principal shall receive a right to sell cryogenic equipment 'Cryosauna SPACE CABIN®' at the market of \_\_\_\_\_ (hereinafter referred to as the Territory).

**2. PRICE AND PAYMENT TERMS**

2.1. The Distributor shall purchase the first unit at a retail price which includes assembly of the equipment and training of the operating and technical personnel of the Distributor at the place of assembly.

2.2. The price for the first device is \_\_\_\_\_ EUR. The price of all other orders will be a subject of agreement per set of the equipment based on FCA Nove Zamky, Slovakia, terms according to the INCOTERMS 2010.

2.5. The Distributor shall pay 50% of the order cost within 5 days after placing the order, the balance 50% shall be paid before the shipment of the order.

### 3. FORCE MAJEURE

3.1. Under the circumstances of impossibility for any of the Parties to perform the obligations under the present Agreement in full or in part, or those that change the provisions hereof substantially or other circumstances beyond the control of the Parties, the term of performing the obligations shall be proportionally postponed for the time of existence of the said circumstances and their consequences.

3.2. The Party unable to perform obligations under the Agreement shall give a written notice to the other Party about the commencement and expected period of existence of force majeure immediately but not later than 5 (five) calendar days from the moment of its commencement and termination. The facts set forth in the notice shall be confirmed by the Chamber of Industry and Commerce or other competent body.

3.3. If the circumstances continue for more than 1 month either Party may terminate further performance of obligations under the Agreement and in this case neither Party shall be entitled for indemnification of possible damage by other Party.

3.4. The force majeure for the purpose of the present Agreement shall be as follows: hostilities directly in the territory of the Distributor or the Principal, strike, earthquake, flood, modifications in the legislation of the state that forbid the performance of the provisions hereof.

### 4. SETTLEMENT OF DISPUTES

4.1 The Parties shall do their best to settle all disputes and differences arisen out of or in connection with the present Agreement by means of negotiations.

4.2 All disputes arising from this Agreement, including disputes about its validity, interpretation or annulment shall be settled before the Arbitration Court of the Slovak Chamber of Commerce and Industry in Bratislava under its international legislation.

4.3. The language of arbitration shall be English. The award of the court shall be final and binding on both Parties.

### 5. MISCELLANEOUS

5.1. No Party is entitled to transfer the rights and obligations under the present Agreement to the third party without written permission of the other Party.

5.2 All previous agreements and their amendments between Parties shall be considered as completed and fully replaced by this Agreement.

5.3 All amendments and supplements to the present Agreement are valid only when made in writing and signed by both Parties.

5.4. The present Agreement shall come into force from the moment of its signing and be valid till [REDACTED].

5.5. Each party has the right to terminate the present Agreement before its expiry upon written notice by communication facilities that ensure confirmation of the fact and date of receipt, if the other party has violated the obligations stipulated in the present Agreement and in the General Commercial Terms and Conditions, which are an integral part of the present Agreement, or in case of force-majeure circumstances justifying such early termination.

5.6. The Distributor's failure to make payment for the first unit of Goods according to item 2.2. hereof before 30 June, 2013, makes this Agreement null and void.

5.7. The Parties agree that the present Agreement shall be concluded by exchanging the documents by mail. The additional agreements and modifications can be signed and concluded by exchanging the documents by way of facsimile. To conclude and sign an additional agreement or modification each Party shall send to the other Party by facsimile the signed and sealed text of the Agreement.

5.8. The present Agreement is made up in duplicate in English, 1 (one) copy for each Party.

## 6. LEGAL ADDRESSES OF THE PARTIES

### PRINCIPAL

**Cryomed s.r.o.**

Budovateľská 7, 940 01 Nové Zámky, Slovakia  
registered in the District Court Nitra,  
Sect. Sro, No. 29397/N  
ID No.: 46 248 820  
Tax ID No.: SK2023301665  
Bank: ČSOB, a.s.  
M.R.Štefánika 19, 940 01 Nové Zámky  
Account number: 4013 972 480/7500  
IBAN: SK91 7500 0000 0040 1397 2480  
SWIFT: CEKOSKBX

### DISTRIBUTOR

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Ing. Matin Polák