

DISTRIBUTION AGREEMENT

between

Morelink (Xinjiang) International Trading Co., Ltd.

and

M-SMART TEHNOLOGY BD

For

Bangladesh



For and on behalf of
M-SMART TECHNOLOGY BD


AUTHORIZED SIGNATURE

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DISTRIBUTORSHIP AGREEMENT

This agreement (this “Agreement”) is made and entered into as of 25-09-2025 (“Effective Date”) between:

Morelink (Xinjiang) International Trading Co., a corporation established under the laws and regulations of the People's Republic of China, having its principal place of business at No. 2 Dingxiang Street, Toutunhe District, Urumqi, Xinjiang Uygur Autonomous Region, China (hereinafter referred to as “Company” including its subsidiaries and affiliates) and

M-SMART TECHNOLOGY BD a corporation established under the laws and regulations of the Bangladesh, having its principal place of business at No. Rumi Heights, 15/7, 4th Floor. Flat No-5B, Kamal Sarani, Borobag, Mirpur-2, Dhaka-1216 Bangladesh (hereinafter referred to as “Distributor” including its subsidiaries and affiliates).

The Company and Distributor may each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, As the exclusive agent of Sino authorized in Bangladesh, the Company is fully responsible for the sales affairs of Sino products in Bangladesh, including but not limited to the development and authorization of local agents in Bangladesh, product sales, promotion and services, etc. Distributor is a Bangladesh company and wishes to distribute the Products produced by Sino as a distributor and to sell and distribute solely within territory of Bangladesh (“the Territory”).

Whereas, interventional cardiologists use the Products in catheterization laboratories of legally recognized medical institutions (“the Customers”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Distributor agree as follows:

1 **Appointment as Distributors**

- 1.1 Appointment. The Company hereby appoints the Distributor as its exclusive Distributor for the Sino’s products described in Annex 1 (the “Products”) in the terms and conditions contained herein. The Distributor shall have responsibility for the marketing and sale of the Products in the Territory.
- 1.2 Authority. The Distributor warrants that it is legally authorized to import the Products into the Territory and to distribute them therein, and that it will exercise its best efforts to maintain these authorizations during the term of this Agreement. The Company shall assist the Distributor in obtaining any such license or authorization, if and to the extent that such assistance is required. Upon request by the Company Distributor shall provide the Company with evidence of these authorizations. Distributor shall immediately notify the Company if it suffers the loss or impairment of any license, permit or other authorization that it requires in order to import the Products into the Territory or to distribute them therein.
- 1.3 Non-Competition. The Distributor warrants to the Company that it does not currently represent or promote any products that have the same therapeutic indication as the Products. Before the execution of the Agreement, the Distributor shall provide the Company with a list of all products the Distributor distributes and the names of manufacturers of such products (“the Distributor List”). During the term of this Agreement, the Distributor shall notify the Company with an amended Distributor List if the Distributor agrees to distribute new products or distribute for new manufacturers before the actual



addition of such products or manufacturers. The Distributor shall not, without the Company's prior written consent, represent, promote or otherwise sell within the Territory any lines or products that in the Company's judgment have the same therapeutic indication as the Products.

- 1.4 Compliance to local law. The Distributor shall in the performance of its activities under the Agreement comply with all laws, regulations and other requirements that are applicable in the Territory with respect to such activities and more specifically to the marketing, sale and distribution of medical devices. The Distributor shall not knowingly solicit or perform orders for any Product that would not comply with any law and regulations in the Territory. The Distributor shall inform the Company immediately on any change in the applicable law and regulations that may have an effect on the packaging, labelling, marketing, sale and distribution of the Products in the Territory.
- 1.5 Exclusivity and Priority Sales Right. The right to distribute the Products by Distributor pursuant to this Agreement is on an exclusive basis. The Company does not retain the right to enter into commercial or other agreements with any third party regarding the sale and distribution of the Products in the Territory and the DIRECT sale of such Products in the Territory.

2 Prices and Payment

- 2.1 Price. The price its associated terms set forth in attached price list attached hereto as Annex 2 shall apply for all Purchase Orders made by Distributor to the Company for the Products during such time. All prices for the Products shall be quoted and paid in the currency as written in Annex 2. The Company is entitled to change the prices in Annex 2 once per calendar year after having given at least sixty (60) days' notice to the Distributor. The changed prices will be included in a new Annex 2 that will replace the former Annex 2.
- 2.2 Taxes, Tariffs, Fees. The Company's prices do not include any national, state or local sales, use, withholding, value added or other taxes, customs duties, or similar tariffs and fees (collectively, "Taxes") which the Parties may be required to pay or collect in relation to Distributor's distribution of the Products in the Territory or upon collection of the prices or otherwise. Any such Taxes arising in the Territory shall be the obligation of Distributor. Should any tax or levy be made in the Territory, Distributor agrees to pay such tax or levy and indemnify the Company for any claim for such tax or levy demanded. Distributor represents and warrants to the Company that all Products acquired hereunder are for redistribution in the ordinary course of Distributor's business.
- 2.3 Payment terms. Distributor shall pay the Company the invoiced amount for all shipments of the Products ordered by Distributor and delivered by the Company to the address specified by Distributor on each accepted Purchase Order. Down payments by Distributor shall be made by electronic wire in the currency listed in Annex 2, free of any currency control or other restrictions to the Company to the account identified by the Company within 10 days before the date of delivery by the Company for the first shipment.
- 2.4 Product allocation. If shortages of the Products occur because of economy, manufacturing or other conditions, the Company may allocate the Products among its distributors and other Customers on any reasonable basis. The Company shall not be liable to the Distributor by virtue of such shortage or allocation.
- 2.5 In addition to payment for the Products, Distributor shall pay to the Company on demand all reasonable expenses and charges caused by the Distributor for demurrage, reshipment, rerouting, storage and other similar charges with respect to the Products ordered by the Distributor, including without limitation expenses resulting from the Distributor's failure promptly to accept delivery of such Products.

2.6 No Setoff. Distributor shall not setoff or offset against the Company's invoices amounts that Distributor claims are due to it. Distributor shall bring any claims or causes of action it may have in a separate



action and waives any right it may have to offset, setoff or withhold payment for the Products delivered by the Company. Distributor shall notify the Company in writing of any claims or causes of action it may have.

3 Minimum Purchase Obligation

- 3.1 The Parties agree to the Minimum Purchase Obligation set forth in Annex 2 hereto (or as it may be amended from time to time by mutual agreement of the Parties) as the minimum requirements for Distributor purchases of Products from Company. Failure of Distributor to purchase a sufficient quantity of Products pursuant to this Agreement to satisfy such Minimum Purchase Obligation shall be a material breach by Distributor of its obligations under this Agreement. In the event Distributor does not meet the Minimum Purchase Obligation, Company may, in its sole discretion, revoke Distributor's appointment as an exclusive distributor in exchange for appointment as a non-exclusive distributor or terminate this Agreement.
- 3.2 Distributor agrees that the Minimum Purchase Obligation set forth in Annex 2 hereto are reasonable in view of the market potential of the Territory and acknowledges that all such minimum requirements have been established as the result of a mutual examination of market potential and negotiations between the parties.

4 Duration and Termination of Agreement.

- 4.1 Term. This Agreement shall commence on the Effective Date hereinafter stated and shall continue until 22-09-2029 (the "Termination Date").
- 4.2 If prior to the Termination Date, the parties agree to an amendment to the Agreement, which extends the term hereof and which provides minimum purchase obligations for the extended term, then this Agreement shall be so extended. Otherwise, the Agreement shall terminate automatically on the Termination Date without any action by either party.
- 4.3 This Agreement may be terminated by either party immediately if:
- 4.3.1 the other party goes into involuntary liquidation (bankruptcy) or applies for a moratorium of payments;
 - 4.3.2 the other party does not fulfil any obligation under this Agreement for thirty (30) days after receipt of a written notice of default.
 - 4.3.3 the other party ceases to function or conduct its operations in the normal course of business.
- 4.4 The Company may terminate this Agreement immediately:
- 4.4.1 in case of changes in the (actual) control over the Distributor, take-over or merger of the Distributor
 - 4.4.2 if the Distributor fails to meet its minimum purchase obligation as set forth in Annex 2
 - 4.4.3 if the Distributor does not comply, for whatever reason, with the obligations set out in Agreement
 - 4.4.4 the Distributor no longer has the necessary power, authority, permit, license or certificate for conducting business as required in this Agreement
 - 4.4.5 if any other circumstance arises that will substantially impair the Distributor's ability to perform duties and provide services as set forth in this Agreement.
- 4.5 ~~No Damages for Termination or Expiration.~~ The Company shall not be liable to Distributor or any other party for damages of any kind, including incidental or consequential damages, on account of the



termination or expiration of this agreement. Distributor waives any right it may have to receive any compensation or reparations on expiration of this agreement under the law of the territory or otherwise, other than as expressly provided in this agreement. The parties acknowledge that this section has been included as a material inducement for the company to enter into this agreement and the company would not have entered into this agreement but for the limitations of liability as set forth herein.

- 4.6 Relationship of the Parties. Distributor's relationship with the Company during the term of this Agreement shall be that of an independent contractor. Nothing in this Agreement shall be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form of legal association (other than as expressly set forth herein) between the Parties. Distributor shall not have, and shall not represent that it has, any power, right or authority to bind the Company, or to assume or create any obligation or responsibility, express or implied, on behalf of the Company or in the Company's name, except as herein expressly provided.

5 Ordering Stock, Shipping Quantities, Inventory and Packaging

- 5.1 Purchase Order Requests. All purchases of the Products by Distributor shall be made pursuant to a separate written agreement between the Parties. For the avoidance of doubt, this Agreement is not a Purchase Order for any Products. Distributor shall deliver Purchase Order requests (a "**Purchase Order**") to purchase the Products to the Company. Purchase Orders must be in writing and must be sent by regular mail, facsimile or electronic mail, unless otherwise agreed to by the Parties.
- 5.2 The minimum purchase obligation quantity for each Product shall be defined in Annex 2.
- 5.3 Purchase Order Acceptance. No Purchase Order shall be binding on the Company, until specifically accepted by the Company in writing (each an "**Accepted Purchase Order**").
- 5.4 Terms and Conditions of Accepted Purchase Orders. Each respective Accepted Purchase Order shall be deemed to incorporate the terms of this Agreement, regardless of whether this Agreement is specifically referred to therein. The details and conditions of each transaction between the Company and Distributor, which are not stipulated in this Agreement, shall be governed by the respective Accepted Purchase Order; if there are any discrepancies and conflicts between the Accepted Purchase Order and this Agreement, the Accepted Purchase Order shall prevail.
- 5.5 Cancellation. The Company reserve the right to cancel any Accepted Purchase Orders, or to refuse or delay shipment thereof, if Distributor (i) fails to make any payment as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed by the Parties or, (ii) becomes insolvent or the subject of any insolvency or bankruptcy proceedings. Notwithstanding the provisions of this Section, the Company reserves the right to discontinue the distribution of any or all Products at any time upon thirty (30) days written notice to Distributor.
- 5.6 Unless otherwise agreed in advance by the Company in writing, the Distributor shall promote, market, sell and distribute the Products in the packaging, size and format in which the Products have been supplied by the Company. The Distributor shall not change, alter or make any addition to the Products, its packaging, its labelling and its accompanying materials without the prior written consent of the Company and the Distributor shall impose an identical obligation on any of its Customers within the Territory. In case any change, alteration or addition has to be made to the Products, its packaging, its labelling or its accompanying materials in order to have the Products comply with local law and regulations in the Territory, the Distributor is only entitled to apply such change, alteration or addition after the Company has given its written approval thereto. The Company shall make reasonable efforts to ensure that the Products, its packaging, its labelling and its accompanying materials are manufactured/drawn up conform to the regulatory requirements in the Territory, as communicated to it



by the Distributor, and are suitable for sale and distribution in the Territory. In case compliance with any local law and regulations will result in an increase of the manufacturing costs of the Products, which is from an economical point of view unacceptable, the Company is entitled to either exclude the relevant Product(s) from the Agreement or – in case such local law and regulations have an impact on all the Products – terminate the Agreement in whole as from the date on which such local law or regulations should be complied with.

- 5.7 Distributors must ensure that, storage or transport conditions comply with the conditions set by the **Company**. Storage conditions are specified on the Product label.

6 Annual Sales and Marketing Plan

- 6.1 The Distributor shall submit to the Company an annual sales and marketing plan for the Products detailing the sales and marketing strategy that the Distributor will execute in that calendar year in the Territory. The sales and marketing plan shall include market shares, promotional plans and a sales representative's head count plan. The Distributor will submit the sales and marketing plan to the Company at least sixty (60) days prior to the start of the regarding calendar year.

- 6.2 The Distributor's annual sales and marketing plan for the Products in the Territory is attached as Annex 3. This sales and marketing plan describes for each of the Products:

- i. The total market of PCI procedures and balloon catheters and stents market potentials including usage, the top 10 of brands and hospital price.
- ii. The sales representatives head count.
- iii. The top 5 target hospitals and physicians in the first year
- iv. Marketing plan

- 6.3 The Distributor has submitted its marketing plan as described in the article above for the first calendar year. The Company has accepted and approved this first annual marketing plan. The marketing plan for each succeeding calendar year will be attached to the Agreement in a new Annex 3 that will replace the former Annex 3.

- 6.4 The Distributor shall vigorously promote the sale of the Products in the Territory, in accordance with the defined sales and marketing plan. To that effect the Distributor shall maintain and utilize a competent and adequate staff, organization and facilities to reasonably satisfy its obligations under this Agreement.

- 6.5 The Products are sophisticated interventional products that must be used strictly in accordance with the Instructions for Use contained with the Products. The Distributor shall during the term of this Agreement comply with all reasonable directions of the Company for the training and other assistance of doctors and medical staff in relation to the Products. This shall include, but shall not be limited to:

- 6.5.1 Ensuring that the Distributor's field force in the distribution of the Products is properly and fully trained in their use;
- 6.5.2 Making available at all reasonable times properly qualified staff to answer promptly any queries or complaints made by users of the Products.

7 Sales and Marketing Assistance



- 7.1 The Company shall produce and provide promotional materials that the Company has developed in order to promote and boost sales of the Products. Translating this promotional material into the Territory languages will be at the cost of the Distributor, as will be the printing and reproduction of the promotional materials in the Territory languages. Should the Distributor request the development of additional promotional material for its use, then the Distributor shall bear the cost of such development.
- 7.2 The Distributor shall ask the Company's prior and written approval with respect to promotional materials for the Products which the Distributor may desire to prepare at its own expense.
- 7.3 The Distributor agrees not to utilize any promotional material prepared by it without obtaining the prior written approval thereof from the Company. The Distributor shall be obliged to use the trade names and any tag lines or slogans that the Company will introduce and use in all promotional material and shall use no other trade names, tag lines, slogans or any other distinguishing marks for the Products.
- 7.4 The Company will provide training the Distributor for new product launches and at other periodical time points. Additionally, the Company will provide technical support and assist the Distributor in answer questions and technical request in a reasonable time frame, to the best of his ability. The Distributor is responsible for ensuring that all sales and marketing staff are adequately training to support the Products.
- 7.5 Employees of the Company may periodically visit the Distributor to discuss the Distributor's operations, marketing programs, methods and means of promoting the Products. Arrangements for those visits will be agreed upon between the Company and the Distributor at least four (4) weeks in advance.
- 7.6 Employees of the Company may periodically visit the Customers of the Distributor. To avoid confusion in the Territory, the Company shall only visit those Customers or actual users of the Products after such visits have been arranged jointly with the Distributor.

8 Product Approvals and Registration

- 8.1 Upon written confirmation of regulatory approval issued by authority in the Territory, all regulatory requirements have been satisfied for shipping Products to Distributor.
- 8.2 The Distributor shall be responsible for promptly obtaining all governmental approvals from, or to make any notification to the competent authorities, that are necessary for the sale in the Territory of the Products, which are or become subject to distribution under this Agreement. For each Product approval-, registration-, or notification procedure the Company shall send a written instruction to the Distributor. Based on this instruction the Distributor shall provide the Company with a detailed and specified cost budget of such procedure for written approval by the Company. In case this is necessary under local law and regulations, the Distributor shall take care of timely payment of the relevant costs for the account of the Company. The Company will reimburse such costs to the Distributor on the basis of a specified invoice from the Distributor. Distributor shall furthermore be responsible for providing and retaining any information that is required by the competent authorities in the Territory with respect to the Products.
- 8.3 It is understood that all rights and titles forthcoming from the registrations and notifications with respect to the Products shall at all times be the exclusive property of the Company, irrespective of whether such registration or notification is under the name of the Company or, in case local law and regulations explicitly require this, under the name of the Distributor. The Distributor shall provide all documents embodying or evidencing such property rights to the Company.



- 8.4 Upon receipt of notice of termination of the Agreement, for whatever reason, the Distributor shall immediately cease the further use of any governmental approvals and/or notifications and shall, to the extent this is allowed under local law and regulations, promptly and diligently organize the transfer of any such governmental approvals and/or notifications and all related rights to the Company or to such third party as the Company shall designate.
- 8.5 In case the Distributor fails to obtain governmental approval for the sale and distribution of any of the Products in the Territory within reasonable time after the information necessary to obtain such approval is available to the Distributor, or in case the Distributor fails to comply with any other guideline or instruction from the competent authorities with respect to the sale and marketing of any of the Products in the Territory within such reasonable time, the Company is entitled to terminate this Agreement, either with respect to the Product in question or in whole, with immediate effect.
- 8.6 The Distributor shall comply with all instructions, guidelines and actions that may be issued or taken by the competent authorities in the Territory with respect to the Products. The Distributor shall inform the Company immediately in case the competent authorities have announced that they will perform an investigation with respect to the Products or in case the competent authorities require certain information concerning the Products. To the extent possible and to the extent this is allowed under local law and regulations, the Distributor shall abide by all instructions and guidelines that it has received from the Company with respect to its cooperation to any investigation by, or the provision of any information to, the competent authorities.

9 Information to be Supplied by the Distributor

- 9.1 Apart from the obligation to provide information to the Company as stated elsewhere in this Agreement the Distributor shall supply to the Company full written details in relation to the matters set out below and at the frequency specified against each item, such time period to start from the date of commencement of the Agreement.
- 9.1.1 Projected sales of Products per Product line in the form of a rolling three (3) month forecast
- 9.1.2 Details regarding the status of the sales, including amounts of the Products sold, placed in inventory and returned (both in dollars and units monthly)
- 9.1.3 All technical and medical questions with regard to the Products (as they arise)
- 9.1.4 Any suggestions or feedback from the field regarding Product defects, Product performance, Product improvement or competitive products (as they arise)
- 9.1.5 Filled out evaluation forms of each Product sample that is provided by Company
- 9.1.6 Any infringement or apparent or threatened infringement of the Company trademarks or other rights (including any patent rights) in the Products, of which the Distributor becomes aware (as they arise)
- 9.1.7 Notification of any Customer problem of an urgent nature (within twenty-four (24) hours after the Distributor has been notified of its arising).

10 Documentation, Record Keeping, Reporting of Adverse Incidents and Complaints

- 10.1 Distributors should keep adequate records, including records of customers and suppliers to and from whom medical devices have been distributed. Records should include but are not limited to medical device name and/or code, lot and SN number, quantities and delivery date. Distributors must have an appropriate level of traceability of devices, should there be a recall.
- 10.2 The Distributor agrees to retain these records for a period of at least three (3) years after the last product has been manufactured or phased out.



- 10.3 For the purpose of this Agreement, "incidents" to be defined as incidents in connection with a Product that led to a death, led to a serious deterioration in state of health (including, but not limited to: life threatening illness or injury; permanent impairment of a body function or permanent damage to a body structure; a condition necessitating medical or surgical intervention to prevent permanent impairment of a body function or permanent damage to a body structure) or which might have led to death or serious deterioration in health. The Distributor shall forthwith upon taking cognizance thereof fully and adequately notify the Company of any such incident and shall provide all documentation and other information in relation to such incident in order to enable the Company to fully and timely comply with its obligation to notify the competent authorities of any incident in relation to the Products. This article shall survive the termination of the Agreement.
- 10.4 Apart from the above obligation, the Distributor shall render all reasonable support and assistance, free of charge, to the Company in order to enable the Company to timely and fully abide by its obligations with respect to the notification of incidents in relation to the Products. This will include, but is not limited to, information in connection with the post marketing surveillance of the relevant Products. The Distributor shall inform the Company forthwith of any obligation of notifying or informing the competent authorities with respect to the Products of which the Company was not aware at the time of entering into this Agreement. This article shall survive the termination of the Agreement.
- 10.5 Without prejudice to the above, the Distributor shall appropriately and timely handle all complaints, remarks and questions from Customers in the Territory with respect to the Products and the Distributor will set up and maintain an appropriate registration procedure for such complaints, remarks and questions and the handling thereof. The Distributor shall make all reasonable efforts to ensure that its Customers in the Territory will at all times be able to file any complaint, remark or question in relation to the Products to the Distributor and the Distributor shall actively request the Customers to file any such complaint, remark or question. The Distributor shall promptly inform the Company in writing of any complaints, remarks and questions that it receives with respect to the Products and shall provide all documentation and information in connection therewith. The Distributor shall handle any complaint, remark or question with respect to the Products at its sole costs and with due observance of all instructions and guidelines that have been provided in this respect by the Company.
- 10.6 The Distributor is obliged to keep proper accounts and other records of the Products. The Company shall have the right to inspect these accounts, including sales and invoice records of the Products. An independent firm of auditors, agreed between parties, shall carry out such inspection. The Company shall give written notice sixty (60) days prior to such inspection.

11 Limited Warranty; Disclaimer of Warranties

- 11.1 Warranty Term. The Company shall warrant the Products are free from defects in material and workmanship under the intended use during the Products' Warranty Term.
- 11.2 The express warranties set forth in this Section specifically exclude and do not apply to defects to the Products: (A) caused through no fault of the Company during shipment to or from Distributor; (B) caused by the use or operation of the Products in an application or environment other than that specified by the Company; (C) caused by modifications or alterations made to the Products by Distributor or any third party; (D) caused by maintenance performed on the Products by Distributor or any third party; or (E) which are the result of the Products being subjected to unusual physical or electrical stress.
- 11.2.1 Limited Warranty. The company makes no warranties or representations as to performance of the products or as to service to distributor or to any other person, except as set forth herein or



in any limited warranty of the company accompanying delivery of the products. The limited warranty contained herein is made solely to distributor for distributor's sole benefit.

- 11.2.2 Disclaimer of Warranties. To the extent permitted by applicable law, all implied warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose and noninfringement, are hereby disclaimed by the company.
- 11.2.3 Distributor Warranty. Distributor shall not make any warranty, guarantee or representation, whether written or oral, on the Company's behalf.

12 Limited Liability.

- 12.1 Regardless of whether any remedy set forth herein or in the company's limited warranty accompanying delivery of the products fails of its essential purpose or otherwise, the company shall not be liable for any lost profits or for any direct, indirect, incidental, consequential, punitive or other special damages suffered by distributor, its customers or others arising out of or related to this agreement or the products, for all causes of action of any kind (including tort, contract, negligence, strict liability and breach of warranty) even if the company has been advised of the possibility of such damages.
- 12.2 In no event shall the Company's total cumulative liability in connection with this agreement or the products, from all causes of action of any kind, including tort, contract, negligence, strict liability and breach of warranty, exceed the aggregate net amount paid by distributor hereunder during the six (6) months prior to the date such cause of action arose.
- 12.3 Distributor agrees that the limitations of liability and disclaimers of warranty set forth in this Agreement shall apply regardless of the Company has tendered delivery of the Products or Distributor has accepted any Products. Distributor acknowledges that the Company has set their prices and entered into this Agreement in reliance on the disclaimers of liability, the disclaimers of warranty and the limitations of liability set forth in this Agreement and that the same form an essential basis of the bargain between the Parties.

13 Patents, Trademarks and Confidential Information

- 13.1 Distributor shall not use any trademark or trade names relating to the Products whether or not registered, now or hereafter owned or used pursuant to license by the Company or any mark or name similar thereto except in the manner and to the extent that the Company may specifically consent in writing, except that Distributor may refer to the Products by the trademarks which the Company uses in connection therewith. Such trademarks may be changed at the sole discretion of the Company. Distributor is permitted to use such trademarks or trade names only within the Territory and only in connection with its performance under this Agreement and, despite such use, Distributor shall not acquire any rights or interest thereto.
- 13.2 In no event shall Distributor alter or modify any trademark or trade names used in connection therewith by the Company, in such a manner as will in any way infringe, impair or lessen the validity of the patents, trademarks or trade names under which the Products are made or sold, or as will cause the Products to infringe the patents, trademarks or trade names of any third party.
- 13.3 If Distributor uses trademarks or trade names in connection therewith other than those adopted and used by the Company, Distributor will indemnify the Company and hold the Company completely harmless from and against any patent infringement, unfair competition, products liability or other claims brought against the Company on account of such activities.



- 13.4 In the course of the performance of this Agreement, the Company may furnish Distributor with technical information, manuals relating to the Products, list of Customers, information regarding the Company's methods of doing business and other confidential business information and trade secrets ("Confidential Information"). Confidential Information includes without limitation records and information (i) that has been marked as proprietary or confidential; (ii) whose confidential nature has been made known by the Company; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.
- 13.5 Both during and after the term of this Agreement, Distributor shall: (i) take best efforts to maintain the confidentiality of Confidential Information; (ii) not to use Confidential Information for any purpose other than those specifically set out in this Agreement; (iii) not disclose such Confidential Information to any person or entity, except to its employees who need to know such information to perform their responsibilities and who have signed written confidentiality contracts containing terms at least as stringent as the terms provided in this Section..
- 13.6 Upon termination of this Agreement (for whatever reason), or upon the Company's request, whichever is sooner, the Distributor shall immediately (i) return to the Company all documents, product samples, demonstration kits and other Confidential Information in the Distributor's possession; (ii) delete all copies of the Confidential Information in electronic format; and (iii) destroy any notes or memoranda that contain Confidential Information. At the request of the Company, the Distributor shall furnish a certificate signed by a director or authorized officer of the Distributor certifying that Confidential Information not returned to the Company has been destroyed.
- 13.7 The Distributor shall ensure and guarantee that all staff involved in the distribution of the Products is aware of and observe the obligations of confidentiality contained in this Agreement, which obligations shall apply also after the time they may have left the Distributor.
- 13.8 The obligations of confidentiality in this Agreement shall survive the termination of the Agreement for a period of three (3) years.
- 13.9 The Company shall defend, or at its option shall settle, any claim, suit or proceeding brought against Distributor or its customer on the issue of infringement of any patent, copyright or trademark by the Products sold hereunder or the use thereof, subject to the limitations hereinafter set forth. The Company shall have sole control of any such action or settlement negotiations, and the Company agrees to pay, subject to the limitations hereinafter set forth, any final judgement entered against Distributor or its customer on such issue in any such suit or proceeding defended by the Company. Distributor agrees that the Company at its sole option shall be relieved of the foregoing obligations unless Distributor or its customer notifies the Company in writing of such (possible) claim, suit or proceeding promptly after it has become aware, or should have become aware, of the risk or occurrence thereof, and gives the Company authority to proceed as contemplated herein and, at the Company's expense, gives the Company proper and full information and assistance to settle and/or defend any such claim, suit or proceeding.

14 Indemnification

- 14.1 No Combination Claims. The Company shall not be liable to Distributor for any claim arising from or based upon the combination, operation or use of any Products with equipment, data, programming or materials not supplied by the Company, or arising from any alteration or modification of the Products.
- 14.2 No Liability. Under no circumstances shall the Company be liable for any act, omission, contract, debt or other obligation of any kind of Distributor.



14.3 Limitation. The provisions of this section set forth the entire liability of the Company and the sole remedies of distributor with respect to infringement and allegations of infringement of intellectual property rights or other proprietary rights of any kind in connection with the installation, operation, design, distribution or use of the products.

14.4 Indemnification of the Company. Distributor agrees to indemnify and hold harmless to the Company, their affiliates, officers, directors, employees, agents, successors and assigns from any and all losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of litigation, arising out of (i) Distributor's acts, omissions or misrepresentations, regardless of the form of action; (ii) any breach or default by Distributor of its obligations arising out of this Agreement; or (iii) labeling instructions provided by Distributor to the Company for use on or in connection with the Products. The terms of this indemnity shall survive the termination of this Agreement.

15 Governing Law and Dispute Resolution

15.1 The validity, interpretation and implementation of this Agreement shall be governed by the laws of the People's Republic of China (without regard to its rules governing conflict of laws).

15.2 Any dispute arising from, out of, or in connection with, this Agreement shall be settled by the Parties through friendly consultation. Such consultation shall begin immediately after one Party has delivered to the other party a written request for such consultation. If the dispute cannot be settled through consultation within thirty (30) days after such notice is given, the Parties shall submit the dispute for arbitration in China before the China International Economic and Trade Arbitration Committee, China Arbitration Center ("Arbitration Center") in accordance with its rules of arbitration procedure, supplemented by the following:

15.2.1 There shall be Three (3) arbitrator. The Company and Distributor shall appoint one (1) arbitrator each. The two arbitrators shall be selected within thirty (30) days after giving or receiving of the request for arbitration. The chairman of the Arbitration Center shall select the third arbitrator. If a Party fails to appoint an arbitrator within thirty (30) days after the other Party has appointed an arbitrator, the chairman of the Arbitration Institute shall make the appointment.

15.2.2 The arbitration proceedings shall be conducted in the English language.

15.2.3 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

15.2.4 All costs of arbitration shall be borne by the Parties as determined by the arbitration tribunal.

15.3 Notwithstanding the foregoing, the Parties agree that each Party has the right to seek injunctive or other similar relief in any court of competent jurisdiction in respect of any claims of breach of Confidentiality or Intellectual Property Rights infringement.

16 Assignment

16.1 This Agreement may not be assigned by Distributor without the Company's prior consent. The Company may, without the consent of Distributor, assign this Agreement to a subsidiary, affiliate or successor entity of the Company or its parent company.

17 Notice



- 17.1 Unless otherwise specified in this Agreement, all notices required hereunder shall be written in English and shall be delivered by hand or courier service or sent by facsimile or electronic mail to the address for the receiver as indicated herein. Unless otherwise specified by written instructions, all notices shall be addressed as follows:

If to Company:

Morelink (Xinjiang) International Trading Co., Ltd.

No. 2 Dingxiang Street, Toutunhe District, Urumqi, Xinjiang Uygur Autonomous Region, China,
Email: info@likangbio.cn
Phone: +86 18602051398

If to Distributor:

M-SMART TECHNOLOGY BD

Rumi Heights, 15/7, 4th Floor. Flat No-5B, Kamal Sarani, Borobag, Mirpur-2, Dhaka-1216 Bangladesh Phone number: +86
Email: info.mtsbd@gmail.com
Phone: + 8801712-805010

- 17.2 Such notices shall be deemed to have been effectively given on the following date:

- 17.2.1 notices delivered by hand shall be deemed to have been effectively served on the date of personal delivery;
17.2.2 notices sent by courier service shall be deemed to have been effectively given on the tenth (10th) working day after they are sent out; and
17.2.3 notices sent by facsimile transmission or e-mail shall be deemed to have been effectively served on the date of transmission thereof.

18 Execution and Effectiveness

- 18.1 Either party or both parties to this contract may choose to sign by electronic seal or traditional seal, and both parties acknowledge the validity of either method. This contract shall come into effect from the date on which both parties affix their seals in the chosen form or their legal representatives (or authorized representatives) sign the contract. In addition, both parties confirm that the scanned copy, photocopy, or fax of this contract shall have the same legal effect as the original.

19 Annexes

- 19.1 The following annexes are attached hereto and made an integral part hereof, subject to the right of the Company unilaterally to amend them from time to time:

Annex 1	Products List
Annex 2	Pricing & Minimum Purchase Obligations
Annex 3	Market Data and Marketing Plan

The Annexes hereto are equally binding with the main body of this Agreement. In the event of any conflict between the terms and provisions of the main body of the Agreement and the Annexes, the terms and provisions of the main body of this Agreement shall prevail.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the date specified in the first paragraph of this Agreement.

COMPANY

Morelink (Xinjiang) International Trading Co., Ltd.

By:

Place, date

Name: John Xu
Title: VP, Business Development & Global Operation

DISTRIBUTOR

M-SMART TECHNOLOGY BD

01-09.2025

Place, date

For and on behalf of
M-SMART TECHNOLOGY BD

AUTHORIZED SIGNATURE

Name: Raju Ahmed Jeul
Title: Owner and CEO



Annex 1: Product List

HT Supreme™ Drug Coated Stent System

Product Description	Reference Number	Product Description	Reference Number
HT Supreme 2.25 x 10 mm	BMA-2.2510	HT Supreme 3.25 x 25 mm	BMA-3.2525
HT Supreme 2.25 x 15 mm	BMA-2.2515	HT Supreme 3.25 x 30 mm	BMA-3.2530
HT Supreme 2.25 x 20 mm	BMA-2.2520	HT Supreme 3.25 x 35 mm	BMA-3.2535
HT Supreme 2.25 x 25 mm	BMA-2.2525	HT Supreme 3.25 x 40 mm	BMA-3.2540
HT Supreme 2.25 x 30 mm	BMA-2.2530	HT Supreme 3.50 x 10 mm	BMA-3.5010
HT Supreme 2.50 x 10 mm	BMA-2.5010	HT Supreme 3.50 x 15 mm	BMA-3.5015
HT Supreme 2.50 x 15 mm	BMA-2.5015	HT Supreme 3.50 x 20 mm	BMA-3.5020
HT Supreme 2.50 x 20 mm	BMA-2.5020	HT Supreme 3.50 x 25 mm	BMA-3.5025
HT Supreme 2.50 x 25 mm	BMA-2.5025	HT Supreme 3.50 x 30 mm	BMA-3.5030
HT Supreme 2.50 x 30 mm	BMA-2.5030	HT Supreme 3.50 x 35 mm	BMA-3.5035
HT Supreme 2.50 x 35 mm	BMA-2.5035	HT Supreme 3.50 x 40 mm	BMA-3.5040
HT Supreme 2.50 x 40 mm	BMA-2.5040	HT Supreme 4.00 x 10 mm	BMA-4.0010
HT Supreme 2.75 x 10 mm	BMA-2.7510	HT Supreme 4.00 x 15 mm	BMA-4.0015
HT Supreme 2.75 x 15 mm	BMA-2.7515	HT Supreme 4.00 x 20 mm	BMA-4.0020
HT Supreme 2.75 x 20 mm	BMA-2.7520	HT Supreme 4.00 x 25 mm	BMA-4.0025
HT Supreme 2.75 x 25 mm	BMA-2.7525	HT Supreme 4.00 x 30 mm	BMA-4.0030
HT Supreme 2.75 x 30 mm	BMA-2.7530	HT Supreme 4.00 x 35 mm	BMA-4.0035
HT Supreme 2.75 x 35 mm	BMA-2.7535	HT Supreme 4.00 x 40 mm	BMA-4.0040
HT Supreme 2.75 x 40 mm	BMA-2.7540	HT Supreme 4.50 x 10 mm	BMA-4.5010
HT Supreme 3.00 x 10 mm	BMA-3.0010	HT Supreme 4.50 x 15 mm	BMA-4.5015
HT Supreme 3.00 x 15 mm	BMA-3.0015	HT Supreme 4.50 x 20 mm	BMA-4.5020
HT Supreme 3.00 x 20 mm	BMA-3.0020	HT Supreme 4.50 x 25 mm	BMA-4.5025
HT Supreme 3.00 x 25 mm	BMA-3.0025	HT Supreme 4.50 x 30 mm	BMA-4.5030
HT Supreme 3.00 x 30 mm	BMA-3.0030	HT Supreme 5.00 x 10 mm	BMA-5.0010
HT Supreme 3.00 x 35 mm	BMA-3.0035	HT Supreme 5.00 x 15 mm	BMA-5.0015
HT Supreme 3.00 x 40 mm	BMA-3.0040	HT Supreme 5.00 x 20 mm	BMA-5.0020
HT Supreme 3.25 x 10 mm	BMA-3.2510	HT Supreme 5.00 x 25 mm	BMA-5.0025
HT Supreme 3.25 x 15 mm	BMA-3.2515	HT Supreme 5.00 x 30 mm	BMA-5.0030
HT Supreme 3.25 x 20 mm	BMA-3.2520		



Annex 2: Pricing & Minimum Purchase Obligations

Terms listed below are valid for a four-year time period, beginning from the date that products get MRP.

I. Pricing & Minimum Purchase Obligations

Products	First Year (1 st to 12 th mo*)		Second Year (13 th to 24 th mo*)		Third Year (25 th to 36 th mo*)		Fourth Year (25 th to 36 th mo*)	
	Units	Price (USD)	Units	Price (USD)	Units	Price (USD)	Units	Price (USD)
HT Supreme™ Drug Eluting Stent	1000	163.0	2200	163.0	3300	163.0	5000	163.0

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- II. Inco-term: EXW, Distributor will arrange freight forwarder to pick up products from Company factory in Tianjin.
- III. Minimum Order: 150 units for 1st year.
300 units for 2nd and 3rd year.
400 units for 4th year.
- IV. Payment Terms: 100% T/T Prepayment
- V. Additional Fees: Registration-related document delivery fees will be charged by the company to Distributor. Marketing material delivery fee will be shared 50/50 by Company and Distributor. Other additional fees acquired by the Distributor shall be paid by the Distributor.
- VI. Lead Time: 6-8 weeks on approval of order, unless otherwise agreed upon. Additional pieces beyond 1000 pcs may require an additional month.



Annex 3: Market Data and Marketing Plan

I. Market Data

General Data	Total PCI procedures per year:
	Total DES used per year:
	Total BMS used per year:
	Top 10 brands of DES:
	Hospital price* of DES
Drug-Eluting Stents	

*Hospital price: please describe according to real market situation, which may be categorized by private or public hospital, country of origin, FDA or CE certificate, tender or non-tender procurement, etc.

II. Sales Force Headcount

Total sales force headcount number	
Sales force headcount number promoting SIOMED products	

III. 5 Target Hospitals and Physicians in First Year

Hospital Name, City	PCI Number/Year	Primary Physician
1.		
2.		
3.		
4.		
5.		

IV. Marketing Plan

Marketing activity plan including congress, workshop, sponsorship, etc.

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