

## **TERMS AND CONDITIONS OF SALE**

### **1. Agreement.**

These Terms and Conditions of Sale, together with any other document(s) that Endocarts (UK) Limited (“Endocarts”) has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Purchase Order Confirmation, Quotation, Proposal, Standing Order, Credit Application, or Letter of Authorization) (collectively, “Agreement”) constitute the entire binding agreement between Endocarts and you (“Buyer”) regarding the purchase, use, and/or resale of products, services, and support from Endocarts (collectively, “Products”) and supersede all other agreements and understandings, whether written or oral, between the parties. Each party confirms that in entering into this Agreement it is not relying on any statement, representation or assurance made by any person (whether or not such person is a party to this Agreement) that is not expressly set out in this Agreement or the documents referred to herein, provided that nothing in this Agreement will exclude or limit liability for fraud or fraudulent misrepresentation. This Agreement will apply whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein will be applicable only to certain Buyers by its context. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation, Proposal, Standing Order, or Letter of Authorization or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to Endocarts will be binding on Endocarts, regardless of Endocarts’s failure to object or Endocarts’s shipment of Products, unless otherwise agreed to in writing and signed by Endocarts. These terms and conditions may be updated or amended from time to time by Endocarts, a copy of which will be available for review at <http://endocartsinternational.com/terms-conditions.pdf>. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH ENDOCARTS THAT EXPRESSLY REPLACES THIS AGREEMENT.

### **2. Orders.**

Buyer’s order for the Products is an offer to enter into this Agreement.

### **3. Price.**

The prices of the Products are the prices quoted by Endocarts in writing or, if none are quoted, the prices set out in its published price lists from time to time. All prices exclude VAT (Value Added Tax) as well as any other applicable taxes and duties, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and Endocarts has received proper documentation therefor, such taxes and duties will be added to the price of the Product or billed separately to Buyer where Endocarts has the legal obligation to collect the taxes.

### **4. Payment Terms.**

Provided that Buyer meets Endocarts’s credit requirements, payment will be due net thirty (30) days after the date of Endocarts’s invoice, unless otherwise agreed in

writing. All payments must be made in Pound Sterling or the invoiced currency. If Buyer fails to pay any sum payable to Endocarts by the due date for payment, then Buyer will pay interest on the overdue amount at the rate of four percent (4%) per annum above the base rate from time to time of Lloyds Bank plc, London, England. Such interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment. If Buyer fails to fulfill the terms of payment or does not meet Endocarts's continuing credit requirements, Endocarts will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by Endocarts or further assurances asked for by Endocarts are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by Endocarts. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to Endocarts for all costs incurred by Endocarts in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies' and legal costs and expenses, regardless of whether or not proceedings to recover the debt are commenced. All orders are subject to current credit approval. From time to time, Endocarts may review Buyer's creditworthiness. Buyer agrees to provide Endocarts with all credit information reasonably requested, and Buyer represents and warrants to Endocarts now, and each time Buyer places an order, that all information Buyer has provided is true and correct.

**5. Retention of Title.**

Property in the Products will not pass to Buyer until the earlier of: (i) payment by Buyer in full of the price for the Products and any other monies due to Endocarts in respect of all other products supplied or agreed to be sold by Endocarts to Buyer (including, without limitation, any costs of delivery); and (ii) Buyer using or reselling the Products in the ordinary course of its business, in which case property will pass immediately before the use or resale occurs. Until property in the Products passes to Buyer, Buyer will (i) store the Products separately from other products in a manner which makes them readily identifiable as being the property of Endocarts and will keep them protected and insured; (ii) immediately notify Endocarts if Buyer undergoes an event whereby it enters into liquidation or a receiver or administrator is appointed over its assets or it is unable or deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (each, an "Insolvency Event"); and (iii) be entitled as principal and not as agent for Endocarts to resell or use the Products in the ordinary course of its business, but its right to do so will cease immediately if it becomes subject to an Insolvency Event. Until such time as property in the Products has passed to Buyer, Endocarts may immediately require Buyer to deliver the Products in Buyer's possession to Endocarts, and, if Buyer fails to do so, Endocarts or its agents have the right to enter any premises where such Products are stored to recover such Products.

**6. Force Majeure.**

Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or

indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. Endocarts may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.

#### **7. Delivery Terms.**

Unless otherwise agreed by Endocarts in writing, all shipments will be delivered by Endocarts's facility (as such term is defined in Incoterms 2010); provided, however, that unless Buyer advises Endocarts that it will arrange and take responsibility for shipment of Products from Endocarts's facility, Endocarts will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Risk of loss or damage for all Products will pass to Buyer upon Endocarts's delivery of the Products to the carrier. Endocarts will be under no obligation to give Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979. In all cases of damage and/or loss to Products in transit, Endocarts will provide reasonable assistance with damage and/or loss claims in connection with making claim(s) against the carrier. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by Endocarts are estimates only and time for delivery of the Products will not be of the essence. Shipping, freight, handling, and insurance charges are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.

#### **8. Inspection/Acceptance; Returns; Installation.**

Buyer must inspect delivered Products and report claims for defects, damages, or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise Endocarts of such claims. The terms and conditions for returning any Products purchased from Endocarts will be those contained in Endocarts's Returned Material Authorization Policy ("RMA") in effect as of the date of shipment of the Products to Buyer, a copy of which will be available for review at <http://endocartsinternational.com/terms-conditions.pdf>. Buyer will be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from Endocarts). In the event Buyer engages Endocarts to provide installation services, (i) Buyer is responsible for all reasonable expenses incurred related to such installation, (ii) Buyer will ensure that access is available to all required utilities at the installation site and that all such utility connections are as specified by Endocarts for the satisfactory installation of the Products, and (iii) Endocarts will have no responsibility under the warranty for the Products if the quality of incoming water agreed upon by the parties and recorded by Endocarts on the initial installation survey deteriorates. At the conclusion of such installation by Endocarts, Endocarts will provide training at Buyer's site to explain

the operation and function of the machine. Unless other arrangements are made in advance, the training will be provided immediately following the completion of installation. Should Buyer not be prepared for the in-service training at that time and request a return visit, an additional charge may be assessed against Buyer.

**9. Storage and On Hold Orders Policy.**

If Buyer requests that Endocarts delay or defer the shipment of Products (or otherwise causes a delay of shipment) for more than fifteen (15) days beyond the scheduled ship date, then Endocarts may store such Products at Endocarts's premises or in a contracted warehouse or yard. If a request to delay shipment is made after the Products have left Endocarts's premises, then Endocarts may arrange for such Products to be stored with the shipper or in a contracted warehouse. In either case, such storage will be at Buyer's risk and expense. When Products are placed in storage, they will be deemed to have been shipped for invoicing and warranty purposes and Buyer is considered to have accepted the Products. Buyer will be subject to additional handling, transportation and storage charges, payable upon invoice by Endocarts. Buyer may not obtain any delay or deferment of delivery unless Endocarts agrees thereto in writing. In no event will Endocarts agree to any such delay or deferment unless Buyer establishes good and sufficient cause thereof to Endocarts's reasonable satisfaction, and Buyer agrees in writing to terms acceptable to Endocarts. In no event may any period of delay or deferment requested by Buyer exceed sixty (60) days.

**10. Changes.**

After acceptance by Endocarts, Buyer's order will not be subject to cancellation or reduction in any amount without Endocarts's written consent. Any other changes to an order requested by Buyer will require the prior written approval of Endocarts, which approval may be subject to price adjustments as determined on a case-by-case basis.

**11. Medical Devices.**

If any of the Products are medical devices, Buyer acknowledges that it is familiar with all relevant legal and regulatory rules and requirements having the force of law (collectively, "Relevant Legislation") and the reporting obligations imposed on device users thereunder. Where any Relevant Legislation requires Buyer and/or Endocarts to report any hazard or other matter in connection with the Products to a regulatory authority or government body (collectively, "Authority"), then Buyer will notify the Authority and Endocarts within the period specified by the Relevant Legislation. Buyer will maintain adequate tracking for the Products to enable Endocarts to comply with Relevant Legislation in relation to the tracking of medical devices.

**12. Limited Warranty.**

ENDOCARTS MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN ITS LIMITED WARRANTY SET FORTH ON THE ENDOCARTS WEBSITE AT <http://endocartsinternational.com/terms-conditions.pdf>. ENDOCARTS HAS THE RIGHT TO MODIFY ITS LIMITED WARRANTY FROM TIME TO TIME IN ITS SOLE DISCRETION; HOWEVER, THE WARRANTY IN EXISTENCE ON

THE DATE OF A PURCHASE ORDER WILL BE THE WARRANTY THAT APPLIES TO THE PRODUCT ACQUIRED UNDER SUCH PURCHASE ORDER. ANY SUCH MODIFIED LIMITED WARRANTY WILL BE SET FORTH ON THE ENDOCARTS WEBSITE. ENDOCARTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND ENDOCARTS DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER'S REQUIREMENTS. Endocarts will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by Endocarts; (iii) usage not in accordance with Product instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not authorized by Endocarts. No representative or agent of Endocarts has any authority to bind Endocarts to any other representation or warranty with respect to the Products or Services and any oral or written statement concerning the Products inconsistent with the warranty set forth on the Endocarts website will be of no force or effect. Any Products returned due to a defect will be subject to the RMA. Replacement Products issued by Endocarts will be subject to the same warranty as the warranty for the original Product and the same limitations, exceptions and conditions will apply.

**13. Limitation of Actions.**

Any actions or claims by Buyer regarding the sale of Products by Endocarts must be brought within twelve (12) months after the date of shipment of the Products by Endocarts.

**14. Trademarks; Copyrights.**

Other than the limited use permitted for distributors set forth in Section 31 below, Buyer may not use the Endocarts name or any Endocarts trademark, service mark, logo, or copyrighted work for any purpose.

**15. No License.**

The sale of its Products by Endocarts does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of Endocarts, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a Endocarts patent.

**16. Confidential Information.**

Except for information that Buyer demonstrates was in Buyer's possession prior to receipt from Endocarts or has come into the public domain other than by a breach of Buyer's obligations under this Agreement, Buyer agrees that all information of



Endocarts, whether written or oral, that is furnished by Endocarts to Buyer concerning the business and affairs of Endocarts or is learned by Buyer during discussions or communications between Buyer and Endocarts, is proprietary to Endocarts, and Buyer will hold such information in confidence and will not use or disclose such information without Endocarts's prior written consent, except for the fulfillment of this Agreement.

**17. Instalment.**

Endocarts may deliver the Products by instalments and invoice Buyer for such Products separately, in which case each instalment will constitute a separate contract governed by this Agreement and any delay in delivery or defect in an instalment will not entitle Buyer to cancel any other instalment.

**18. Termination of this Agreement.**

Without prejudice to Endocarts's other rights and remedies, Endocarts may terminate this Agreement immediately on written notice to Buyer and/or suspend deliveries of the Products if at any time: (i) Buyer is subject to an Insolvency Event; (ii) Endocarts reasonably suspects that Buyer is about to be subject to an Insolvency Event; (iii) Buyer commits a breach of this Agreement, which Buyer fails to remedy within fourteen (14) days of Endocarts giving written notice of such breach; (iv) Buyer fails to make any payment to Endocarts when due. Upon termination of this Agreement, Buyer will immediately pay all of Endocarts's outstanding invoices. Termination of this Agreement will not affect any party's accrued rights and remedies. Sections of this Agreement which are expressly or by implication meant to survive termination of this Agreement will continue thereafter in full force and effect.

**19. Limitation of Liabilities and Remedies.**

EXCEPT AS EXPRESSLY PROVIDED BELOW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. EXCEPT AS EXPRESSLY PROVIDED BELOW, BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL ENDOCARTS'S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE ENDOCARTS'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND

SERVICES ACT 1982; OR (IV) ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.

**20. Indemnity.**

To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless Endocarts, including Endocarts's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns (collectively, "Endocarts Indemnified Persons"), from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, Endocarts will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns (collectively, "Buyer Indemnified Persons"), from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by Endocarts; (ii) to the extent caused by Endocarts's breach of this Agreement; or (iii) to the extent caused by Endocarts's gross negligence or willful misconduct. Endocarts is not required to indemnify any Buyer Indemnified Persons to the extent that any claim arises out of any Buyer Indemnified Persons' gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with Endocarts's-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

**21. Independent Contractors.**

No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between Endocarts and Buyer. Buyer and Endocarts are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

**22. Export.**

Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, may be subject to Relevant Legislation in relation to the export of the Products from the United Kingdom and import into any other country or territory. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with such Relevant Legislation and that Endocarts gives no warranty, whether express or implied, that the Products can lawfully be exported from the United Kingdom. Further, Buyer

acknowledges and agrees that under United States law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

**23. Headings.**

The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

**24. Language.**

The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.

**25. Governing Law.**

This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and Endocarts arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with English Law, without regard to conflicts of law rules.

**26. Venue.**

Any disputes arising under this Agreement may be dealt with under the non-exclusive jurisdiction of the courts located in England and Wales. Each party expressly agrees to submit to the jurisdiction of such courts.

**27. Modification and Waiver.**

Except as otherwise provided in this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

**28. Validity.**

If any provision or part of any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining provisions or parts of that provision will



remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

**29. Third Parties.**

Save as provided in Section 20 in respect of Endocarts Indemnified Persons and Buyer Indemnified Persons, nothing in this Agreement confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

**30. Assignment.**

Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock sale, merger, or otherwise) without Endocarts's prior written consent. The following provisions are only applicable to Buyers who are distributors of Endocarts:

**31. Trademarks; Copyrights.**

Buyer may use the "Endocarts" name and Endocarts's product names solely for the purpose of accurately identifying the Endocarts-branded Products that Buyer markets or sells. Buyer agrees that any such use will be in accordance with all guidelines provided by Endocarts and Buyer agrees to change or correct, at its own expense, any label, material, or activity that Endocarts decides is inaccurate, objectionable, or misleading, or constitutes, in Endocarts's sole discretion, a misuse of Endocarts's name, trademarks, service marks, logos, or copyrighted works. Buyer may not use the Endocarts name or Endocarts's product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of Endocarts's. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by Endocarts) must be approved in writing by Endocarts prior to use.

**32. Traceability.**

Buyer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than two (2) years past the expiration date or two (2) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefor.

**33. Customer Complaints.**

Buyer will cooperate fully with Endocarts in dealing with customer complaints concerning the Products and will take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by Endocarts. Buyer agrees to report to Endocarts any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer

agrees to assist Endocarts to facilitate the resolution of complaints. For purposes of this Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

**34. Digital Files.**

Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by Endocarts to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of Endocarts. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of this Agreement.

**35. Compliance with Laws; Anti-Bribery.**

Buyer will comply with all applicable international, national and local laws, rules, and regulations in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur. Buyer will also comply with all Relevant Legislation in relation to anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt Practices Act (15 U.S.C. §78dd-1, et seq.); (ii) the Bribery Act 2010; and (iii) all international, national and local laws, rules, and regulations in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

**36. Sub-distributors.**

Buyer will not, without the prior written consent of Endocarts, appoint any sub-distributors in connection with the performance of this Agreement.

**37. Sales Representatives and Permitted Sub-distributors.**

Buyer (i) warrants that all of its sales representatives have been made aware of these terms and conditions and the requirement for sales to sub-distributors to be on the same terms and (ii) agrees that all sales to permitted sub-distributors will be subject to the same terms and conditions as set out in this Agreement.