

## Distributor Agreement

<b>Distributor Name (Legal Business Name):</b>		<b>(“Distributor”)</b>
<b>Address:</b>		
<b>City:</b>		
<b>Postal Code:</b>		
<b>Email Address:</b>		
<b>Phone #:</b>		
<b>Fax #:</b>		

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### Authorization

Subject to the terms and conditions of this Agreement (including any corresponding exhibits, addenda, or the like), Sigma Aldrich Korea Ltd. (“SIAL”) appoints Distributor (as defined above) as a non-exclusive, authorized SIAL distributor.

SIAL and Distributor have executed this Agreement after full review, discussion and negotiation of the terms and conditions of this Agreement, including terms and conditions prescribed in all of the Exhibits attached hereto.

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### Scope

Distributor is authorized to purchase and resell only the following categories of products (the “Products”) from SIAL or its authorized Affiliates (as defined below):

All Research & Applied Solutions Products of SIAL

An “Affiliate” of a party to this Agreement shall mean any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.

With respect to the distribution of Products within the Trading Area, SIAL may elect to have its Affiliate sell the Products to the Distributor for distribution hereunder, provided that SIAL hereby agrees to be responsible for its Affiliate’s compliance with all obligations of SIAL with respect to the sale of Products under this Agreement. As used throughout this Agreement, “SIAL” shall be deemed to include a reference to any SIAL Affiliate appointed to sell Products to Distributor under this Agreement.

With respect to the categories of Products listed above, Distributor shall issue orders for such Products to SIAL or the SIAL Affiliate listed adjacent to each category of Product.

SIAL shall, upon prior written notice to the Distributor, have the right during the Term of this Agreement to change the design or specification of any of the Products or to delete any Product from the categories of Products listed above offered for sale to the Distributor if such withdrawal is indicated in the opinion of SIAL due to product liability or health risk.

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### Term

The term of this Agreement (the “Term”) begins on the later of 1 March 2017 or the date upon which an officer or authorized representative of SIAL signs this Agreement. The Term shall automatically expire, unless earlier terminated, at the end of business on December 31, 2018.

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### Trading Area; Reservation of Rights; Appointment of Subdistributors

Distributor’s area of primary responsibility consists of the following customer industry segment (the “Trading Area”):

Research & Applied Solutions Business in Korea

Distributor agrees to primarily focus Distributor's sales efforts on end-user customers located within the Trading Area. Except as otherwise agreed in writing by SIAL, Distributor agrees that it will not sell the Products to any customers located outside of the Republic of Korea (including without limitation by conducting sales through any alternative channels or methods of distribution, including the internet or any similar form of electronic commerce). Distributor's obligation to primarily focus its sales efforts within the Trading Area shall not be construed as: (i) granting Distributor any area, market, territorial or development rights; or (ii) limiting or restricting SIAL or any of its Affiliates, in any manner, in the conduct or operation of its/their business within or outside the Trading Area either during or after the Term. Distributor acknowledges that SIAL has no obligation, and has made no representation of any intent, to assist Distributor in finding customers or locations for the Products.

Distributor agrees that it shall not appoint any sub-distributor or agent for the sale of Products and shall not delegate any of its duties hereunder without prior written consent from SIAL. Distributor represents and warrants that it shall ensure that any sub-distributor or agent that it appoints to distribute the Products with SIAL's consent shall (i) only sell to end-users within Distributor's Trading Area and (ii) comply with the provisions set forth in the "**Compliance with Laws and Compliance Obligations**" section set forth in this Agreement. SIAL may in its sole discretion, with thirty (30) days written notice, request that Distributor stop selling Products through any appointed sub-distributor or agent. Notwithstanding the foregoing, Distributor agrees to immediately terminate all sales of Products to any appointed sub-distributor or agent if such sub-distributor or agent is found to have violated any provisions of the section of this Agreement entitled "**Compliance with Laws and Compliance Obligations**".

Distributor agrees that it shall not sell the Products through any third party e-commerce site without prior written consent from SIAL.

SIAL and its Affiliates have the right (without compensating Distributor) to engage in or conduct business both within and outside of the Trading Area, both during and after the Term, whether directly or through third parties (including other SIAL distributors), including the right: (i) to sell the Products or products that are similar to the Products; and (ii) to sell and distribute products or services (including the Products) through any alternative channels or methods of distribution, including the internet or any similar form of electronic commerce. Distributor understands and agrees these businesses and other channels or methods of distribution will be competing with Distributor for customers and may be selling the Products and related services using the Trademarks (as defined below).

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### **Incorporation of Terms and Conditions**

All purchases of the Products by Distributor will be from SIAL or its authorized Affiliates and subject to the Terms and Conditions of Sale to Authorized Distributors (Korea) (the "Terms and Conditions") attached hereto as **Exhibit**. SIAL has the right to revise the Terms and Conditions from time to time, and Distributor agrees to adhere to and be bound by such revisions within thirty (30) days following Distributor's receipt of notice from SIAL of such revisions. Terms or conditions contained in any purchase order form which Distributor uses to order the Products or related services from SIAL or in any other document submitted by Distributor which are inconsistent with, or in addition to, the Agreement or the Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect. In the event of a conflict between this Agreement and the Terms and Conditions, this Agreement shall control.

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### **Distributor Prices**

Except for purchases using Special Project Pricing (as defined hereafter), Distributor shall purchase the Products at the net prices (the "Prices") provided by SIAL and based on SIAL's then-current pricing policies, as solely determined and communicated to Distributor by SIAL. SIAL has the right to change Product prices for any of the Products from time to time within the framework of its general distribution policy, without notice to Distributor. SIAL will use commercially reasonable efforts to provide thirty (30) days' prior written notice to Distributor of any changes to such Product Prices.

The sole compensation to Distributor pursuant to this Agreement will be its profit on the resale of the Products in the Trading Area, and SIAL's sales to Distributor at the Prices shall fully discharge all claims of Distributor for the services to be provided by Distributor. Unless otherwise expressly stated in this Agreement, Distributor shall have no claim against SIAL for reimbursement or other expenses.

Notwithstanding any provision in this Agreement to the contrary, Distributor shall have the absolute right to advertise and sell the Products at such prices as Distributor determines.

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**Basic Distributor Responsibilities**

During the Term, Distributor agrees to:

- actively promote the sale of the Products, using Distributor's best efforts to attain Distributor's sales volume/growth Forecast(s), as specified above. Without limiting the preceding sentence, Distributor agrees to: (i) develop a marketing plan, discuss with SIAL on an annual basis; (ii) regularly contact key accounts, participate in trade shows and exhibit and advertise the Products; (iii) research, coordinate and actively pursue project bidding opportunities (public and private); and (iv) assist SIAL in assessing customer demand for modifications and/or improvements to the Products (provided that any modifications and/or improvements to the Products are the sole property of SIAL, or SIAL's Affiliate, as applicable);
- render prompt and courteous service with respect to all of the Products sold by Distributor, and provide such service without compensation from SIAL;
- assist SIAL in handling warranty claims made by a customer of Distributor, including (if applicable) picking up and returning to SIAL any allegedly defective Product subject to a warranty claim with SIAL's prior consent and in accordance with its instructions and warranty guidelines;
- store, handle and/or deliver the Products to end-user customers in accordance with SIAL's current delivery guidelines, applicable law and any instructions included on each Product's Material Safety Data Sheet (MSDS) or communicated by SIAL to Distributor in writing from time to time;
- notify SIAL promptly of any claimed Product failure or defect or the commencement of any action based on any such claim;
- maintain such facilities, personnel and inventory of the Products as may be necessary and appropriate to actively promote the sale of the Products, including (without limitation) warehousing facilities meeting the temperature and humidity requirements stated on the Product labeling or other instructions from SIAL (SIAL will not require Distributor to maintain a minimum inventory of Products however);
- participate, at Distributor's expense, in such training programs relating to the Products as SIAL may from time to time offer and prescribe for distributors of the Products;
- obtain advance written authorization from SIAL prior to returning any of the Products;
- provide forecasts, studies and other reports pertaining to the Products within the Trading Area as may be reasonably requested by SIAL;
- maintain a credit and financial standing satisfactory to SIAL.; and, upon SIAL's request, supply SIAL with current financial statements, certified by Distributor's chief financial officer (or other duly authorized officer).
- not alter, cover, re-label or remove any original labelling and/or packaging, including without limitation, altering, covering or removing SIAL's trademark; Distributor is prohibited from using its own marks or the marks of any third party on or with the Products;
- provide SIAL with current market information and copies of any and all Distributor advertising or sales or other literature using SIAL's trademark or Product names. Distributor shall ensure that all Product information, including availability and pricing, are accurately maintained on Distributor's order processing and fulfillment system and updated on a regular basis as notified by

SIAL. Distributor acknowledges that the failure to consistently maintain accurate Product information in its order processing and fulfillment system constitutes a material breach of this Agreement;

- maintain distribution records for traceability in accordance with relevant laws and regulations for the maintenance of records. SIAL may request certain codings to be applied to records to provide accurate statistics with respect to the sale of the Products by Distributor. Distributor shall furnish all traceability information to SIAL as required for SIAL to fulfill its regulatory and public health responsibilities and as may be necessary for customer/Product support or to adequately administer a recall of any Products. Upon termination or expiration of this Agreement for any reason, Distributor must maintain distribution records consistent with all applicable laws and regulations and shall notify SIAL when storage and maintenance of distribution records is no longer feasible by Distributor. Distributor shall assist and allow SIAL to perform quality assurance and regulatory compliance audits, and will cooperate with SIAL's auditors in the scheduling, auditing and close for each audit;
- promptly notify SIAL immediately in writing of all customer complaints and adverse events regarding the Products reported by customers, researchers or regulatory authorities or other third parties, including but not limited to injuries, property damage and product liability or patent infringement claims or threatened claims. Distributor shall assist and carry out any activity or action as requested by SIAL in connection with the investigation, evaluation, execution and completion of a complaint, adverse event, or other similar event. Distributor will refer all regulatory inquiries by governmental authorities directly to SIAL without attempting to answer the inquiries itself. Should the Distributor be audited or inspected by a governmental authority, SIAL shall be promptly notified of such action. All corrections and communication responses as the result of a governmental inspection or audit shall be reviewed and approved by SIAL prior to submission to a governmental authority;
- promptly notify SIAL of all communications with regulatory and governmental officials, submissions of product registrations, and similar applications to any governmental authority pertaining to the Products; comply with and obtain all necessary licenses to store and distribute the Products.
- not engage in, support or contribute to any clinical research and/or studies of any of the Products without the prior written consent of SIAL and SIAL's prior review and written approval of the protocol for such clinical research or study;
- assist and carry out any action or activity as requested by SIAL with the investigation, evaluation, execution and completion of a Product recall and any other customer notification process; and
- report all complaints associated with any Product labelled for "Diagnostic Use" to SIAL in writing within thirty (30) days of receipt. Notwithstanding the foregoing, Distributor shall notify SIAL immediately, in writing, of adverse events (e.g. patient injury or death) reported by customers, physicians or regulatory authorities regarding any Products. Distributor shall maintain a distribution record of all Diagnostic Use Products. The record shall contain sufficient information to permit complete and rapid withdrawal of these types of Products from the market if needed. Distributor shall retain its distribution records for the longer of (a) the projected useful life of the Product or (b) five years after the Product is shipped. Distribution records shall be maintained in a manner that shall allow for timely retrieval. These records shall be readily available for inspection if required.

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#### **Independent Contractor**

Distributor shall purchase the Products and perform its duties under this Agreement in its own name and for its own account as an independent contractor. The relationship between SIAL and Distributor shall be that of seller and buyer, and not a joint venture, partnership, principal-agent, broker, sales representative, franchise or business opportunity. This Agreement does not create a fiduciary relationship or a relationship of special trust or confidence. Neither party hereto has any right or authority to assume, create or incur

(with respect to any third party) any liability or obligation of any kind, express or implied, against or in the name of or on behalf of any other party. Except to the extent provisions in this Agreement may restrict Distributor's conduct or activities respecting the distribution of the Products and related activities as described herein, SIAL does not exercise control over Distributor's general business activities and investments.

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**Promotional Materials**

SIAL may at its option make available to Distributor at reasonable cost, quantities of sales aids, circulars and other advertising or promotional materials. From time to time SIAL may develop special marketing programs. The availability of any such programs or materials to Distributor may be conditioned upon Distributor's agreeing to pay SIAL a reasonable fee. Distributor shall not be required to purchase any such materials to remain in good standing under this Agreement.

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**No Automatic Renewal; Termination**

This Agreement does not automatically renew. Upon the expiration of the Term, Distributor's appointment as an authorized SIAL distributor shall automatically terminate without further notice unless SIAL and Distributor execute a new Authorized Distributor Agreement or extend the term of this Agreement prior to such expiration.

This Agreement may be terminated during the Term by either party, with or without cause, by thirty (30) days' prior written notice to the other party. Further, this Agreement may be terminated by SIAL immediately if: (i) Distributor is deemed insolvent or unable to pay its debts under applicable law; (ii) Distributor makes a proposal for or enters into any compromise or arrangement with or for the benefit of creditors; (iii) a petition is filed (voluntarily or involuntarily), a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of Distributor; (iv) an application is made to court or an order is made for the appointment of an administrator or an administrator is appointed to Distributor; (v) a receiver or administrative receiver is appointed over any of the assets of Distributor; (vi) Distributor becomes involved in a legal proceeding that, in the reasonable judgment of SIAL, interferes with Distributor's diligent, efficient performance and satisfactory completion of Distributor's obligations under this Agreement; (vii) Distributor engages in any unauthorized offer or sale of the Products or unauthorized use of Special Project Pricing; (viii) in the reasonable judgment of SIAL, there has been a material adverse change in the condition of Distributor (including, without limitation, as to Distributor's financial standing or in terms of Distributor's alignment with SIAL's underlying business, marketing and/or distribution philosophies); (ix) Distributor abandons, or otherwise ceases operating Distributor's business for a period of five (5) or more consecutive days; (x) any local, provincial or national government authority enacts any law, order or regulation that materially alters either party's rights or obligations under this Agreement; (xi) Distributor makes any form of Transfer; (xii) Distributor files a petition for opening of insolvency proceedings on its assets or insolvency proceedings on its assets are opened; or (xiii) Distributor breaches its obligations under this Agreement and fails to cure such breach within fifteen (15) days after delivery by SIAL of written notice of such breach. This Agreement and Distributor's status as a SIAL distributor may be terminated in the manner described in this Agreement whether or not Distributor has recovered or recouped any investment or other expenditures made in reliance on Distributor's status as an authorized SIAL distributor and regardless of any commitments Distributor may have made to sell the Products.

Upon termination or expiration of this Agreement, SIAL may but shall not be obligated to, within a period of sixty (60) days following the termination or expiration date, repurchase from Distributor any or all remaining inventory of salable Products as described in SIAL's then current policy for the return of salable Products at the price paid by Distributor to SIAL for such Product. In addition, a restocking charge of 15% of the price of the Product may be deducted from the repurchase price unless the repurchase is in connection with SIAL's termination of the agreement without cause.

Upon termination or expiration of this Agreement, SIAL shall not be obligated: (i) to repurchase from Distributor any inventory of the Products (although SIAL will allow Distributor to sell any remaining inventory of the Products in the ordinary course of business provided that SIAL has not exercised its repurchase right described above with respect to such Products); or (ii) to pay Distributor compensation of any kind, whether for claimed loss of goodwill, sales or profits, recoupment of investment, commitments

or expenditures Distributor has made in reliance on Distributor's status as a SIAL distributor, or otherwise. SIAL will, however (unless Distributor is terminated for cause), honor Distributor's orders for the Products (if any), if such orders were placed by Distributor, and accepted by SIAL, prior to termination of this Agreement.

Upon termination or expiration of this Agreement, Distributor will: (i) remain liable, consistent with the Terms and Conditions, for the timely payment to SIAL and/or its Affiliates of any and all monetary obligations incurred by Distributor prior to such termination or expiration; and (ii) promptly return to SIAL any confidential information and/or materials provided to Distributor by SIAL or any of its Affiliates.

Upon termination or expiration of this Agreement, SIAL shall not be obligated to sell any Products to Distributor under any circumstances, however any sales of Products to Distributor occurring after termination or expiration shall be according to such terms and conditions as SIAL specifies or (if none are specified) according to SIAL's or its Affiliate's (based on the applicable selling entity of each Product) then-current Terms and Conditions of Sale available on the applicable selling entity's website.

Notwithstanding any provision in this Agreement to the contrary, mandatory provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement shall supersede any provision of this Agreement that is less favorable to Distributor than such law or regulation.

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### **Distributor Representations and Warranties**

Distributor hereby represents and warrants to SIAL as follows:

- all financial statements and information provided by Distributor to SIAL prior to and during the Term are correct and complete and fairly represent Distributor's financial condition as of the time they are provided;
- neither SIAL, its Affiliates, nor any employee, agent, officer, director or other individual or entity acting on behalf of SIAL and/or one or more of its Affiliates, has imposed on Distributor any form of required payment, whether directly or indirectly, other than for the purchase of a reasonable quantity of the Products at a bona fide wholesale price; and

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### **Indemnification**

Distributor agrees to indemnify, defend and save harmless SIAL and its parents, Affiliates, agents, officers, directors, employees, and assigns from and against any and all suits, losses, liabilities, costs, claims, damages and expenses (including, without limitation, attorney fees and costs of litigation), resulting from or arising out of: (a) Distributor's breach of this Agreement, (b) Distributor's negligence in connection with the sale of any Products, (c) any unauthorized, wrongful, negligent or intentional act or omission by Distributor, its agents or employees in connection with the performance of this Agreement or the conduct of Distributor's business, (d) any claim that Distributor misrepresented its authority or made any contractual commitment not expressly authorized by this Agreement, (e) the payment of any duty, tariff, fee, penalty or cost of any kind arising out of relating Distributor's shipment or export of Products, (f) any failure by a subdistributor or agent appointed by Distributor to comply with the terms of this Agreement and (g) any claim based on negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Distributor, its officers, agents, employees, successors or assigns, Distributor's customers, end users, auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, SIAL's Products or the use thereafter. The foregoing obligation shall survive the termination or expiration of this Agreement.

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### **Compliance with Laws and Compliance Obligations**

Distributor acknowledges that the Products are specialized and potentially dangerous substances. Distributor undertakes to become aware and shall comply on an ongoing basis with all applicable laws, regulations, ordinances and treaties of any governmental authority in any country having proper jurisdiction over Distributor and/or Distributor's activities, including, without limitation, those laws and treaties of the United States or other countries relating to the import or export of Products, control of chemicals, embargoed countries, support of terrorism, customer end-use screening, and other similar laws and regulations. Distributor agrees to inform SIAL of any marking, labeling or certificate

requirements, trade association or government standards or product modifications required for sale of the Goods in countries where Distributor engages in sales activities.

SIAL intends to conduct its business in accordance with environmental, labor and social standards and to abide by the standards set forth in our SIAL *Values*, *Social Charter* and *Code of Conduct* (available at <http://www.SIALgroup.com>) Distributor shall comply, and shall ensure that its subcontractors comply, with reasonably comparable environmental, labor and social standards. Distributor acknowledges that it is aware of the *OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions* and shall comply, and shall ensure that its subcontractors comply, with its principles. Distributor shall not offer, promise, give, authorize or consent to the giving of money or anything of material value to any person (i) with the purpose or effect of securing any improper advantage in order to obtain or retain business or (ii) to induce or prevent the performance of an individual's duties in violation of applicable law.

In addition, Distributor acknowledges that: (a) SIAL is an affiliate of a U.S. corporation, and, as such, may be subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 *et seq.* (the "FCPA"); and, (b) SIAL is subject to other bribery and corruption laws, including without limitation the UK Bribery Act and local laws for the jurisdictions covered by this Agreement. Under the FCPA it is unlawful to pay or to offer to pay anything of value to foreign government officials, government employees, political candidates, or political parties, or to persons or entities who will offer or give such payments to any of the foregoing, in order to obtain or retain business or to secure an improper commercial advantage. Distributor further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable local bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause SIAL to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable local bribery and corruption law. Should SIAL discover that Distributor or its subcontractors or agents are in breach of any of the provisions of this section, SIAL may terminate this Agreement without notice.

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**Confidential Information; Intellectual Property; Modifications; Infringement**

- If any non-disclosure agreement (an "NDA") has been entered into between SIAL and Distributor, such NDA is incorporated herein by reference and, notwithstanding the "Entire Agreement" clause below, shall remain in full force and effect for so long as Distributor is authorized under this Agreement or, if longer, until the term of the NDA expires.
- "Confidential Information" means: (i) any SIAL information, technical data, or know-how in whatever form, that is or should be reasonably understood to be, confidential, proprietary, or a trade secret, (ii) all specifications, technology, engineering, concepts, ideas and designs relating to Products; (iii) all information related to the business operations of SIAL, (iv) the provisions of this Agreement and (v) SIAL's business policies and practices. Confidential Information does not include any information that is known to the general public through no fault or negligence of Distributor or its employees or related parties.
- In addition to its obligations under any pre-existing NDA, Distributor shall hold each item of Confidential Information in confidence and shall not disclose or use it except pursuant to SIAL's prior written consent, or as specifically permitted by this Agreement. SIAL shall retain ownership of all Confidential Information including, without limitation, all rights in patents, copyrights, Trademarks and trade secrets.
- No right or license is granted hereby to Distributor or its customers, employees, or agents, expressly or by implication, with respect to the Confidential Information or any patent, patent application or other proprietary right of SIAL.
- Upon SIAL's written request, or upon the expiration, termination, or non-renewal of this Agreement, Distributor will promptly return or destroy, at SIAL's sole discretion, all Confidential Information in Distributor's possession and all copies thereof.
- The Products are manufactured through the use of specifications, technology, engineering, drawings, concepts, ideas and designs owned by SIAL, for use in the design, manufacture and

servicing of Products, which are valuable trade secrets of SIAL. Distributor will not, directly or indirectly, encourage or engage in any attempt to discover or determine any of the specifications, technology, engineering, designs or determine the internal functioning for Products through reverse engineering or any other analysis of or experimentation with Products. Distributor will not cause or authorize or assist any third party to reverse engineer Products or determine the internal functioning of Products.

- Distributor is not authorized to modify Products in any manner, without specific authorization from SIAL. Notwithstanding the foregoing, Distributor agrees to promptly disclose to SIAL in writing any improvement, concept, design, work of authorship, discovery or idea (whether patentable or not and including those which may be subject to copyright protection) generated, conceived, or reduced to practice by Distributor in connection with the sale of Products (collectively "Improvements"). Any Improvement to any Products shall be the sole and exclusive property of SIAL and shall be treated as "work made for hire" as defined in the Copyright Act at 17 U.S.C. Section 101. Distributor hereby assigns to SIAL all rights in the Improvements, including, without limitation, all patent, copyright, trademark and trade secret rights.
- Distributor shall promptly notify SIAL in writing in the event that Distributor is informed or has reason to believe that any third party is infringing a SIAL patent covering Products, or any parts or components thereof, or otherwise copying, imitating or reproducing Products or any parts or components thereof.

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### **Trademarks and Trade Names**

As part of Distributor's responsibility to actively promote the sale of the Products, Distributor may (and is encouraged, but not required, to) use SIAL's (and/or SIAL's Affiliates') trademarks and trade names (the "Trademarks") applicable to the Products and to advertise the fact that Distributor represents and sells the Products. Distributor's right to use the Trademarks is limited to the purposes described in the preceding sentence. Any reference by the Distributor in advertising, catalogs, texts, etc., to Products identified by a registered trademark shall include such identification by use of the registered trademark symbol and reference to the owner thereof as designated by SIAL. Neither SIAL nor its Affiliates make any representation or warranty as to the registration status of its trademarks.

Any marketing, promotion, announcement, news release, sales literature or other publicity material, whether written or in electronic form, that refers to SIAL or its Affiliates or their products or services, or uses any Trademark of SIAL or its Affiliates must be approved by SIAL. SIAL shall be provided as much prior notice as possible in the event that it is required by law, including, to make a public announcement concerning this Agreement or mentioning SIAL.

Distributor agrees to comply with all instructions and guidelines for the proper use of the Trademarks, which SIAL may provide (and modify) from time to time. Distributor will cease any use of SIAL's name or any trademark used hereunder which is objectionable to SIAL. Distributor shall not acquire, as a result of this Agreement, any property rights with respect to any of the Trademarks, the ownership being vested exclusively in SIAL and/or one or more of its Affiliate companies. Distributor's limited right to use the Trademarks shall terminate upon the expiration or termination of this Agreement. Thereafter, Distributor will no longer advertise or represent to the public in any form (including but not limited to by use of signage and/or the distribution of literature containing the Trademarks) that Distributor is a SIAL distributor.

Distributor may in no case use any of the Trademarks, or the name of SIAL (or any of its Affiliates), as part of Distributor's own corporate or trade name or other identification. Further, Distributor will not, during or after the Term, adopt or use any trademarks that are confusingly similar to the Trademarks, or engage in any conduct, directly or indirectly, that would infringe upon, harm or contest the rights of title of SIAL (or its Affiliates) in or to the Trademarks and/or any associated goodwill. In addition, Distributor shall (i) promptly notify SIAL of any infringement, threatened infringement or deceptive use of (or any adverse claim asserted by a third party with respect to) one or more of the Trademarks and (ii) assist and cooperate with SIAL as it may request in restraining such infringement or deceptive use and/or taking any



other appropriate action. SIAL reserves for itself the exclusive right to institute, maintain and settle any proceedings for such infringement or deceptive use of the Trademarks.

Distributor acknowledges that SIAL's damages in the event of Distributor's breach of this "Trademarks and Trade Names" section would be difficult, if not impossible to ascertain. Distributor therefore agrees that SIAL, in addition to and without limiting any other remedy or right it may have, may be entitled to immediate injunctive relief against Distributor, issued by a court of competent jurisdiction, in connection with any such breach.

Distributor's obligations under this section shall survive expiration or termination of this Agreement.

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**Agreement Not Transferable; Change of Control**

SIAL has entered into this Agreement with Distributor based upon SIAL's evaluation of Distributor and Distributor's method of conducting business, business acumen, and capacity to sell and service the Products and business reputation, all in relation to SIAL's marketing philosophy and strategies. Accordingly, this Agreement is personal to Distributor and Distributor therefore has no right to Transfer this Agreement. For the purposes of this Agreement, a "Transfer" shall include without limitation any assignment, sale, merger or consolidation with respect to Distributor or Distributor's business or as a result of any change in the ownership (and/or control) of Distributor or its assets. If there is any such Transfer, SIAL has the right, in its sole judgment, to immediately terminate this Agreement.

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**Entire Agreement**

This Agreement supersedes any and all other agreements, whether written or oral, previously entered into by the parties with respect to the purchase and resale of the Products. This Agreement (including **Exhibit**) is the final and entire agreement between the parties with respect to such matters. This Agreement, including this written form requirement, shall not be modified except by written agreement signed by Distributor and SIAL.

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**Notices**

All notices required under this Agreement shall be in writing and shall be addressed to: (i) the contact person at the address (or number) listed above for Distributor; and (ii) SIAL Ltd. Korea, with a copy to:

4th Floor, Haesung-2-Building, 508 Teheran-ro, Gangnam-gu, Seoul, 06178, Korea

Research & Applied Solutions, Life Science, Merck]

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**Disputes**

All disputes allegedly arising from the legality, interpretation, application, or performance of this Agreement, or the relationship of the parties shall be litigated in Seoul Central District Court. Notwithstanding the foregoing, Distributor recognizes that violation by Distributor of SIAL's trademark or other intellectual property rights, or other conduct by Distributor in violation of this Agreement could cause irreparable damage to SIAL and/or to some or all of SIAL's other distributors and agents, and that such damages would be difficult, if not impossible to ascertain. Therefore, if Distributor breaches or threatens to breach any of the terms of this Agreement in a manner that SIAL has reason to believe will impair the goodwill associated with the Trademarks, SIAL will be entitled to immediate injunctive or equitable relief.

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**Interpretation of Rights and Obligations**

The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

- The place of performance for all obligations of Distributor and SIAL is the place of business of SIAL. The legal relationship between Distributor and SIAL shall be governed by and construed in accordance with the laws of the Republic of Korea
- SIAL will not be liable for failure or delay in the manufacture or shipment of Products if hindered or prevented, directly or indirectly, by force majeure or any event beyond SIAL's reasonable control. SIAL may, during any period of shortage due to any such cause, allocate its available

supply of raw materials or Products among itself and its distributors on whatever basis it deems appropriate.

- Whenever this Agreement provides that SIAL has a certain right, that right is absolute and the parties intend that SIAL's exercise of that right will not be subject to any limitation or review. SIAL has the right to operate, administrate, develop and change its business system, including without limitation the Terms and Conditions, in any manner that is not specifically precluded by the provisions of this Agreement.
- Whenever SIAL reserves or is deemed to have reserved discretion in a particular area or where SIAL agrees or is deemed to be required to exercise its rights reasonably or in good faith, SIAL will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by SIAL will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if SIAL's decision or action is intended, in whole or significant part, to promote or benefit SIAL distributors generally, even if the decision or action also promotes a financial or other individual interest of SIAL. Examples of items that will promote or benefit SIAL distributors include, without limitation, enhancing the value of the Trademarks, improving customer service and satisfaction, improving quality of the Products, improving uniformity and improving the competitive position of SIAL distributors.
- Except for the limited, Product-specific warranty provided to the initial purchaser of a Product from Distributor or any express warranty contained in the Terms and Conditions, Products are sold to Distributor "as is." ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY SIAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NONINFRINGEMENT.

*THIS AGREEMENT IS NOT AN OFFER AND WILL NOT BECOME BINDING UPON SIAL UNLESS AND UNTIL IT IS FULLY EXECUTED BY DISTRIBUTOR AND AN OFFICER OR AUTHORIZED REPRESENTATIVE OF SIAL.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**DISTRIBUTOR:**

Distributor Signature: \_\_\_\_\_  
Name (type or print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Sigma Aldrich Korea Ltd.:**

Signature: \_\_\_\_\_  
Name (type or print): Dr. Michael Grund \_\_\_\_\_  
Title: Representative Director and Managing Director \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name (type or print): Dong Min Shin \_\_\_\_\_  
Title: Country Head of Research & Applied Solutions \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit**  
**Terms and Conditions of Sale to Authorized Distributors**

1. **Application** — Unless otherwise agreed by an authorized distributor and SIAL in writing, these Terms and Conditions shall apply to authorized distributors who have signed an authorized distributor agreement (the “Authorized Distributor Agreement”, together with these Terms and Conditions hereinafter referred to as the “Agreement”) with SIAL (the authorized distributor with whom SIAL is contracting is hereinafter referred to as the “Distributor”). In case of conflict between the Authorized Distributor Agreement and these Terms and Conditions, the Authorized Distributor Agreement shall prevail.
2. **Distributor Responsibility to Provide Correct Information** — During the Term, the Distributor agrees to provide correct information on all purchase orders of SIAL products, including complete product numbers, options, quantities and any special instructions. The Distributor assumes sole and absolute liability for any failure, by the Distributor, to provide complete and accurate information when ordering products.
3. **Acceptance** — All sales of SIAL’s products (“Products”) are subject to and expressly conditioned upon the terms and conditions contained herein (the “Terms and Conditions”), and upon Distributor's assent thereto. No variation of these Terms and Conditions will be binding upon SIAL unless agreed to in writing and signed by an officer or other authorized representative of SIAL. Terms or conditions contained in any purchase order form which Distributor uses to order Products or related services from SIAL or in any other document submitted by the Distributor in connection with the purchase of the Products which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to and shall be deemed void and of no force or effect. Notwithstanding anything to the contrary in this Agreement, SIAL will not be bound by any order placed by the Distributor for Products until such order has been accepted by SIAL.
4. **Changes** — Orders arising hereunder may be changed or amended only by written agreement signed by an officer or other authorized representative of both Distributor and SIAL, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Distributor may not cancel this order unless such cancellation is expressly agreed to in writing by SIAL. In such event, SIAL will advise Distributor of the total charge for such cancellation, and Distributor agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on SIAL by its suppliers, and any other costs resulting from cancellation of this order by Distributor and permitted by SIAL. A verified bill of costs issued by an officer or other authorized representative of SIAL shall be conclusive as to the amount of such costs. SIAL may terminate an order by Distributor, in whole or in part, upon Distributor's breach of these terms and conditions or Distributor's bankruptcy, insolvency, dissolution, or receivership.

proceedings, or upon the occurrence of any event leading SIAL to reasonably question Distributor's willingness or ability to perform.

5. **Delivery, Claims** — All sales will be delivered Ex Works SIAL's shipping point unless otherwise noted. If shipping and handling charges are quoted or invoiced, they will include charges in addition to actual freight costs. Delivery of Products to the carrier at SIAL's shipping point shall constitute delivery to Distributor and Distributor shall bear all risk of loss or damage in transit. SIAL reserves the right, in its sole discretion, to determine the exact method of shipment. SIAL reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Distributor of Distributor's obligations to accept remaining deliveries. Immediately upon Distributor's receipt of any Products shipped hereunder, Distributor shall inspect the same and shall notify SIAL in writing of any claims for shortages, defects or damages and shall hold Products for SIAL's written instructions concerning disposition. If Distributor shall fail to so notify SIAL within five days after the Products have been received by Distributor, such Products shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Distributor.
6. **Delays** — Any specified delivery dates are estimates only and do not represent a promise by SIAL to deliver Products at a date certain. SIAL shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond SIAL's reasonable control, including, without limitation, unsuccessful reactions, act(s) of Distributor, embargo or other governmental act, regulation or request affecting the conduct of SIAL's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm or other acts of God, delay in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices. If any such event continues for longer than 180 days, either party may terminate Distributor's order and Distributor will pay SIAL for work performed prior to termination and all reasonable expenses incurred by SIAL as a result of termination. In the event of delays in delivery or performance caused by force majeure or by Distributor, the date of delivery or performance shall be extended by the period of time SIAL is actually delayed or as mutually agreed. If, for reasons other than the foregoing, SIAL should default or delay or not deliver Products, Distributor's sole remedy against SIAL is an option to cancel Distributor's purchase order, through prior written notice to SIAL.
7. **Security Interest in Unsold Inventory** — To secure Distributor's obligation to pay SIAL for the purchase of products, Distributor grants to SIAL a purchase money security interest in all products purchased from SIAL, and in all proceeds thereof in accordance with the Korean laws.

8. **Allocation of Products** — If SIAL is unable for any reason to supply the total demands for Products specified in Distributor's order, SIAL may allocate its viable supply among any or all Distributors on such basis as SIAL may deem fair and practical, without liability for any failure of performance which may result therefrom.
9. **Payment and Interest** — If the financial condition of Distributor results in the insecurity of SIAL, in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, SIAL may, without notice to Distributor, delay or postpone the delivery of the products; and SIAL, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of default by Distributor in the payment of the purchase price or otherwise, of this or any other order, SIAL, at its option, without prejudice to any other of SIAL's lawful remedies, may defer delivery, cancel Distributor's order and any other order of Distributor, or sell any undelivered products on hand for the account of Distributor and apply such proceeds as a credit, without set-off or deduction of any kind, against the agreed upon purchase price, and Distributor agrees to pay the balance then due to SIAL on demand. Distributor agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Distributor in any of the terms hereof. Distributor will pay all costs of collection on unpaid amounts, including (without limitation) attorneys' fees and related costs.
10. **Taxes and Other Charges** — Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between SIAL and Distributor shall be borne by the Party that incurs the foregoing tax, fee or charge.
11. **Pricing** — Any quotation provided by SIAL is firm only if Distributor enters an order within the time specified on the quote or, if none is mentioned, within 30 days. Distributor must request shipment of the entire quantity of Products ordered within 6 months from the date of order, otherwise, SIAL's standard prices at time of shipment may apply, at SIAL's option, to future deliveries.
12. **Price Changes** — Shipment will be made promptly even if prices have been nominally increased. Price changes will be automatically applied to Distributor's invoice. Notwithstanding any price quotation or prices listed by SIAL, if at any time prior to delivery SIAL's costs of materials have increased by 10% or more, then SIAL may cancel any accepted but undelivered orders or condition the continuance of any order on Distributor's agreement to a corresponding increase in price.

13. **Warranties** — SIAL warrants that its products shall conform to their applicable published Product specification for the Warranty Period. The “Warranty Period” shall begin on the date of shipment of the Product by SIAL to the Distributor and expires on the earliest of: (i) one (1) year from the date of shipment; or (ii) any retest date, expiration date or shelf life date printed on the Product label, packaging or certificate of analysis. **THIS WARRANTY IS EXCLUSIVE, AND SIAL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR INTELLECTUAL PROPERTY RIGHTS.** SIAL's warranties made in connection with this sale shall not be effective if SIAL has determined, in its sole discretion, that Distributor has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by SIAL. **SIAL'S SOLE AND EXCLUSIVE LIABILITY AND DISTRIBUTOR'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS PROVED TO SIAL'S SATISFACTION TO BE DEFECTIVE OR NONCONFORMING WITH RESPECT TO THE APPLICABLE SPECIFICATION SHALL BE REPAIR OR REPLACEMENT OF SUCH PRODUCTS WITHOUT CHARGE OR REFUND OF THE PURCHASE PRICE, IN SIAL'S SOLE DISCRETION, UPON THE RETURN OF SUCH PRODUCTS IN ACCORDANCE WITH SIAL'S INSTRUCTIONS. SIAL SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF SIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, COST OF CAPITAL, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, ANY LIABILITY OF DISTRIBUTOR TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SIAL'S GROSS NEGLIGENCE. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE AND/OR THESE TERMS AND CONDITIONS. SIAL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCTS THAT GIVE RISE TO THE BREACH. THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF SHIPMENT, REGARDLESS OF THEIR NATURE.**

14. **Compliance with Laws, Regulations** — SIAL certifies that to the best of its knowledge its Products are produced in compliance with applicable requirements of the Labor Standards Act, as amended, and the Occupational Safety and Health Standards Act of Korea and regulations, rules and orders issued pursuant thereto.
15. **Distributor's Use of Products** — SIAL's Products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, in SIAL's product directory or in other literature furnished to Distributor, are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Distributor acknowledges that the Products have not been tested by SIAL for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated in SIAL's literature furnished to Distributor. Distributor expressly represents and warrants to SIAL that Distributor will properly test, use, manufacture and market any Products purchased from SIAL and/or materials produced with Products purchased from SIAL in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and hereinafter enacted. Distributor further warrants to SIAL that any material produced with Products from SIAL shall not be adulterated or misbranded within the meaning of the relevant Korean laws and regulations.

Distributor realizes that, since SIAL's Products are, unless otherwise stated, intended primarily for research purposes, they may not be on the Chemicals Control Act (CCA) inventory. Distributor assumes responsibility to assure that the Products purchased from SIAL are approved for use under CCA, if applicable.

Distributor has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using Products purchased from SIAL. Distributor also has the duty to warn Distributor's customers, employees, contractors, agents and any auxiliary personnel (such as freight handlers, etc.) of any risks involved in using or handling the Products. Distributor agrees to comply with instructions, if any, furnished by SIAL relating to the use of the Products and not misuse the Products in any manner. = No Products purchased from SIAL shall, unless otherwise stated, be considered to be foods, drugs, medical devices or cosmetics.

16. **Distributor's Representations**— Distributor represents and warrants that it shall use all Products ordered herein in accordance with Section 15 "Distributor's Use of Products," and that any such use of Products will not violate any law or regulation. Distributor shall notify SIAL in writing within fifteen (15) days of Distributor's receipt of knowledge of any accident or incident involving SIAL's Products which results in personal injury or damage to property, and Distributor



shall fully cooperate with SIAL in the investigation and determination of the cause of such accident and shall make available to SIAL all statements, reports and tests made by Distributor or made available to Distributor by others. The furnishing of such information to SIAL and any investigation by SIAL of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by SIAL. SIAL shall not be responsible for any settlement or compromise of any third party claim made without SIAL's written consent.

17. **Patent Disclaimer** — SIAL does not warrant that the use or sale of the Products delivered hereunder will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.
18. **Returns** — Products may not be returned for credit except with SIAL's permission, and then only in strict compliance with SIAL's return shipment instructions. Distributor must obtain advance written authorization from SIAL and a written return authorization document in the form then in use by SIAL, prior to returning any Products. Certain items and quantities may not be returned for credit or under any circumstances. These items include, but are not limited to: diagnostic reagents, refrigerated or frozen products; reagents and standards which have passed their expiration dates; custom products, special orders or modified products; products missing labels, parts, or instruction manuals; and books, computer software and equipment removed from their original packaging. Title and risk of loss for returned Products will pass to SIAL upon receipt of Products at SIAL's designated facility. The Products must be returned in their original containers with the original labels affixed and unaltered in form and content. Where applicable, Distributor agrees to provide SIAL with interim product temperature and other appropriate storage documentation and to package Products with proper refrigerant to maintain required temperatures during transit. Any returned items may be subject to a processing fee and restocking charge. In no event will returns be authorized after ninety (90) days following shipment to Distributor.
19. **Technical Assistance** — At Distributor's request, SIAL may, in SIAL's sole and absolute discretion, furnish technical assistance and information with respect to SIAL's Products. SIAL MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SIAL OR SIAL'S PERSONNEL. ANY SUGGESTIONS BY SIAL REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SIAL.

20. **Miscellaneous** — SIAL's failure to strictly enforce any particular term or condition contained herein or to exercise any right with respect to Distributor's order shall not constitute a waiver of SIAL's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this order are cumulative and are in addition to any other rights and remedies SIAL may have at law or in equity. Any waiver of a default by Distributor hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings herein are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. These Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.