**Template of Confidentiality and Compliance Statement – Sub-distribution**

\*(to be filled and signed by the Distributor and the Sub-distributor)

Date of Issuance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To Whom It May Concern:

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby represent and warrant as follows:
 (name of Sub-Distributor)

1. We:

(a) shall notify [name of Distributor] (the “**Distributor**”) of any actual or potential governmental action relevant to any products which are manufactured and/or distributed by Stryker (as the same may be modified from time to time) and any improvements, changes or additions thereto (the “**Product**”) as soon as we become aware of such action;

(b) shall immediately assist Distributor with product recalls relating to Product received from the Distributor;

(c) shall, in order to ensure safety, quality and proper functioning of the Products, not modify, alter, create any derivative work of, or combine the Products with any other product or component unless the combination of the Product with another product or component is expressly validated by Stryker. We will not repair the Products without Distributor’s prior written consent;

(d) shall not delete, alter, obscure, add to or fail to reproduce in and on any Product the name of such Product and any copyright or other notices appearing in or on any component, copy, documentation, media, master or package materials provided by Distributor or which may be required by Distributor from time to time;

(e) shall not reverse assemble, decompile, reverse engineer or otherwise attempt to derive the technology (or the underlying ideas, structure or components) of the Products or allow others to do any of the foregoing;

(f) shall comply with good business practices and all laws and regulations relevant to this Agreement or the subject matter hereof such that the Distributor’s and Stryker’s image and reputation is promoted and safeguarded. In particular, we agree to comply with all laws related to the marketing, distribution, supply, sale, labeling and installation of the Products, including, but not limited to, laws and regulations governing the export of U.S. products and technology, as well as the MedTech Code of Ethical Business Practice and finally with the provisions of Stryker’s Business Conduct Principles as communicated to us by [name of Distributor];

(g) are familiar with the United States Foreign Corrupt Practices Act and without limiting the generality of the other provisions of this Agreement, we agree that we will not, and will ensure that our employees, directors, officers, agents or other persons acting on our behalf (the “**Related Parties**”) do not make any payment or give anything of value, either directly or indirectly, to an official of any government or government agency for the purpose of influencing an act or decision of the official in his or her official capacity or inducing the official to use his or her influence to assist the Distributor in obtaining or maintaining business or in obtaining or paying for favorable treatment or any other special concession;

(h) have not, in the past (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, or (ii) made any unlawful payment to government officials or government employees or to political parties or campaigns;

(i) shall immediately notify the Distributor in the event we or any Related Person is now acting or during the term hereof will act in an official capacity for or on behalf of, or is now or during the term hereof will become an officer or employee of, any public international organization or government or of any department, agency, instrumentality or political subdivision thereof, or an official of any political party or a candidate for political office (any of the foregoing an “**Official**”);

(j) shall, in our distribution efforts, use the then current names, Marks and designations used by Stryker for the Products (but will not represent or imply that it is Stryker or a part of Stryker or the Stryker Group). However, all advertisements, promotional materials, packaging and anything else bearing a Mark shall identify Stryker as the Mark owner and shall be subject to the prior written approval of Stryker, which approval shall not be unreasonable withheld;

(k) shall not use after the term of our sub-distribution agreement any Intellectual Property Rights used by Stryker and/or the Stryker Group anywhere in the world (or any name, mark or designation substantially similar thereto) and will promptly notify Distributor and Stryker of any infringement of Intellectual Property Rights relating to the Products of which it becomes aware;

(l) shall promptly communicate to Distributor any and all modifications, design changes or improvements of the Products suggested by any customer or employee and we further agree that Stryker shall have any and all right, title and interest in and to any such suggested modifications, design changes or improvements of the Products, without the payment of additional compensation therefore either to us, our employees or customers;

(m) shall supply Distributor with a quarterly report containing detailed information on the customers, sales, marketing and service activities in the previous quarter;

(n) shall maintain a suitable place of business, adequate facilities, a qualified sales force and a technically qualified service force in order to be able to perform our obligations pursuant to the sub-distribution agreement;

(o) shall maintain an adequate inventory of spare parts purchased at the prices set out in the relevant price list which shall be used for repairs and replacements of Products whether under Stryker’s standard warranty or not;

(p) shall refrain, either directly or indirectly, for the period of five years from the commencement date of our sub-distribution agreement or until the date our sub-distribution agreement expires, whichever is the earlier, from manufacturing, importing, marketing, promoting, selling or distributing any products identical or similar to the Products;

(q) shall refrain from funding or otherwise participating in any way in research projects or clinical trials involving Stryker products or that may otherwise be perceived as being initiated, funded or endorsed by Stryker.

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| Distributor Authorized Signatory: |  |  | Sub-distributorAuthorized Signatory: |  |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |