

Renewal and Amendment to Distribution Agreement

This Renewal and Amendment (“Renewal”) is entered into as of **January 1st, 2017** (“the Effective Date”) between **Abbott Vascular Netherlands B.V.**, a corporation organized under the laws of the Netherlands, with its principal place of business at Argonstraat 1, 6422 PH Heerlen, the Netherlands (hereinafter “AV”), and **Medlines Kft**, a Hungarian limited liability company, with its registered office and its principal place of business at Ovoda u. 7-9, H-2314 Halasztelek, Hungary (“Distributor”).

(each a “Party” and collectively “the Parties”)


WHEREAS:

- (A) The Parties entered into a distribution agreement dated the September 1st, 2015 (“the Agreement”);
- (B) The Parties wish to simultaneously renew and amend the Agreement in that manner as set out herein.

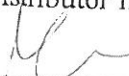
IT IS NOW AGREED AS FOLLOWS:

1. The term of the Agreement shall be extended for a further term of 12 months commencing on the **1st of January 2017** and expiring on the **31st of December 2017** unless sooner terminated in accordance with the Agreement’s terms.
2. The Parties now wish to effect the following amendments to the Agreement:
 - (i) Article 4.4. shall be included in the Agreement under **Obligations of AV**, with the following statement:

4.4. Reimbursement of Expenses: Subject strictly to (i) applicable law and (ii) all applicable Abbott Laboratories Corporate and Divisional policies, based on prior approval by AV management, AV shall reimburse Distributor for expenses reasonably incurred by Distributor relating, but not limited, to marketing and promotion of the Products in the Territory, local HCP speaker fees (honoraria and flights), congress costs (booth fees, sponsorship fees) and DEMO or FOC units for live cases or promotion. All expense claims shall be supported by valid and legible supporting documents. AV reserves the right to reject any claim, in whole or in part, where AV, in its sole reasonable discretion, is of the view that the expense is fabricated, inflated and/or not compliant with applicable law/Abbott Laboratories Corporate and Divisional policies. Prior to incurring any expense in the Territory, Distributor shall first obtain AV’s written approval for the expense concerned. In the event that these expenses will need to be reimbursed by Abbott Vascular Netherlands the reimbursement would be subject to approval of AVN and the invoice will be settled against open invoices in the books of AVN
 - (ii) Exhibits A and C of the Agreement shall be deleted in their entirety and replaced with those Exhibits as attached hereto.

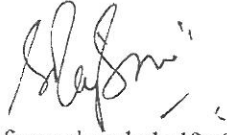
AV Initials:


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Distributor Initials:


3. The Parties agree and acknowledge that the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREFORE, the parties have caused this Renewal to be executed by their duly authorized representatives as of the Effective Date.



Signed for and on behalf of

Abbott Vascular Netherlands B.V

By: **Sandeep Sarin**

Title: *General Manager, East Europe & South Africa*

Date: 31.01.17

Signed for and on behalf of

MEDLINES KFT

By: **Barnabas Izsak**

Title: *Managing Director*

Date: 

31.01.17

AV Initials:




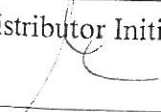
Distributor Initials:



**Exhibit A
Products & Prices**

MitraClip NT transfer price list Med lines		
Order numbers :	Description:	Transfer price (EUR) to distributor.
Invoicable items : MitraClip Procedural kit MSK05NT (SGC0302 + CDS0502) CDS0502	Steerable Guide Catheter + Clip Delivery System Clip Delivery System (stand-alone clip for 2-clip procedure)	

AV Initials:


Distributor Initials:


**EXHIBIT C
MINIMUM PURCHASES**

YEAR 2017
(From January 1st, 2017 to December 31st, 2017)

Recommended minimum purchase

AV Initials:
AV

Distributor Initials:
AV