



SALES AGENT TERMS & CONDITIONS (INDUSTRIAL GROUP)

THESE SALES AGENT TERMS AND CONDITIONS (“T&Cs”) GOVERN ANY SALES AGENT AGREEMENT, QUOTE, ORDER, PO, AND ANY SALE, LICENSE OR DELIVERY OF PRODUCTS OR SERVICES BY MIRION’ INDUSTRIAL GROUP TO AGENT THEREOF. MIRION DOES NOT ACCEPT, AND HEREBY REJECTS, ANY ADDITIONAL OR DIFFERENT TERMS. BY ORDERING, RECEIVING, OR USING PRODUCTS, AGENT AGREES TO THESE T&Cs.

1. DEFINITIONS. The below capitalized terms will have the following definitions for purposes of this Agreement:

- 1.1. **“Affiliate(s)”** means a party or parties controlling, controlled by, or under common control with the signing entity that is part of Industrial Group where control means ownership of more than 50% of the voting securities.
- 1.2. **“Agreement”** means the agreement formed by the acceptance by or on behalf of Agent of the Sales Agent or Sales Representation Agreement and these T&Cs.
- 1.3. **“Code of Ethics”** means Mirion’s Code of Ethics and Conduct for Sales Agents and Distributors available [here](#), as may be amended from time to time by Mirion in its reasonable discretion.
- 1.4. **“Intellectual Property Rights”** means any of the following, anywhere in the world and under any law: (i) any patent and patent application (including any provisional application, any utility and any design patent and patent application, any continuation, continuation-in-part, divisional, reissue, reexamination, substitution, and extension, and any national, foreign, and international counterpart and equivalent), other right in or to any invention or any invention disclosure, or any right in or to or arising from any utility model, and any right of priority related thereto, (ii) any copyright, mask work right, and any right similar thereto, whether arising from statute, regulation, common or judicial law, treaty or otherwise, and any registration, application for registration, and renewal thereof or related thereto, (iii) any right in or to or arising from any trade secret, know-how, or confidential information, (iv) any right in or to or arising from any data, database, computer program, application, system, or code, (v) any attribution, integrity, and other moral right, (vi) any trademark, service mark, trade name, corporate name, business name, domain name, logo, slogan, trade dress, design, and other designations of source or origin, and any registration, application for registration, extension, and renewal thereof or related thereto, and any common law rights therein or thereto, and all goodwill symbolized by any of the foregoing or associated therewith (“**Marks**”), and (vii) any other intellectual or industrial property right, whether existing now or being recognized or created in the future.
- 1.5. **“Law”** means any international, national, federal, state, provincial, regional, municipal or local law, statute, regulation, rule, ordinance, rule, and/or order of an agency or entity with governmental powers or a court or tribunal.
- 1.6. **“Mirion Trademarks”** or **“Trademarks”** means the Mirion Marks associated with the Products.
- 1.7. **“Mirion Trademark Guidelines”** means those written guidelines issued by Mirion, as may be amended from time to time.
- 1.8. **“Net Revenues”** means the amount collected by Mirion from a customer as a result of Agent’s services hereunder, net of all shipping, packaging, taxes, insurance, duties, and other similar charges that will be estimated at 4% of the total invoiced amount when not invoiced separately, and less all credits, discounts, reductions for rebates, payments for royalties, payments for subcontracting, travel expenses invoiced back to customer or amounts refunded to any such customers as a result of cancellation or returns of the Products.
- 1.9. **“Party”** or **“Parties”** means Mirion and/or Agent.
- 1.10. **“Products”** means the products included as per the Agreement, as may be amended from time to time by Mirion in its reasonable discretion, with the following clarification and exception:
 - i. To the extent that the export of Product(s) would require export license(s) e.g., due to the proposed end user and/or end use of the product, then the sale of such Product(s) to any such end user and/or for such end use is only authorized subject to the issuance of the required license(s).
 - ii. For products that are not listed on the price list(s) included in the Agreement, the Parties may agree in writing on the terms and conditions pursuant to which Distributor may be authorized to market and/or sell them, always on a case by case basis.
- 1.11. **“Proprietary Information”** means information or material that is disclosed by either Party, including without limitation, (a) matters of a technical nature such as trade secret processes or designs, techniques, data, formulas, inventions (whether or not patentable), specifications and descriptions of products or services planned or being developed, and research subjects, methods, developments and results, computer programs and software, compositions of matter, algorithms and know-how; (b) information, documents, data and materials related to the Products; (c) matters of a business nature such as information about pricing policies, markets, sales, suppliers, product plans and marketing plans or strategies; and (d) other information of a similar nature that is not generally disclosed by the disclosing Party to the public. Proprietary Information will not include information shown by the receiving Party: (i) to be public knowledge or within the public domain at the time of disclosure or which subsequently becomes public knowledge or enters the public domain without breach by the receiving Party; (ii) to be already known by, or rightfully in the possession of, the Receiving Party prior to receipt of such information from the disclosing Party, as evidenced by the receiving Party’s written records, and was not obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) to have been received in good faith by the receiving Party, at any time, from a source other than the disclosing Party, without a duty of confidentiality; (iv) to have been independently developed by the receiving Party without use of, or reference to, the disclosing Party’s Proprietary Information; or (v) to be required to be disclosed by the receiving Party under operation of law, court order, or other valid governmental order, so long as the receiving Party notifies the disclosing Party in order to provide the disclosing Party with a reasonable opportunity to seek a protective order.
- 1.12. **“Regulatory Approval”** means any license, registration, report, filing, permit, consent, authorization and approval as may be required of any authority, agency, governmental agency or other person in connection with any distribution of Products, including, without limitation, any import, storage, marketing and sale or license for the Products, any product registration or import permits issued by any governmental agency, for any of the Products.
- 1.13. **“Territory”** means Agent’s area of responsibility under this Agreement as set forth in the Agreement, as may be amended from time to time by Mirion in its reasonable discretion.

2. APPOINTMENT.

- 2.1. **Exclusivity.**



- 2.1.1. With regard to the Exclusive Territory, Mirion agrees that it will not appoint any third party as sales agent of the Products in the Territory, without Agent's prior written consent, unless and except as permitted in this Agreement. Mirion will not be in breach of this Agreement if a third party sales agent or distributor accepts a purchase order for Products from a customer outside the Territory but for use within the Territory.
- 2.1.2. With regard to the Non-Exclusive Territory, Mirion will retain full rights to appoint additional sales agents or distributors to solicit sales or deliver Products within the Territory without assistance by Agent or compensation to Agent.

2.2. Limitations.

- 2.2.1. During the term of the Agreement, unless expressly approved in advance by Mirion, Agent agrees that it will not, without the prior written consent of Mirion, actively market or solicit sales of the Products from customers outside the Territory. If Agent becomes aware of any opportunity for distributing any Products outside the Territory, it shall promptly notify Mirion thereof.
- 2.2.2. Notwithstanding anything to the contrary in this Agreement, Mirion will retain full rights to (a) make direct sales and deliveries of the Products within the Territory without assistance by Agent or compensation to Agent, or (b) authorize third-party sales agents or distributors to solicit sales or deliver Products to international non-governmental organizations (NGO's) within the Territory, including but not limited to the International Atomic Energy Agency, International Red Cross and World Health Organization. Further, Mirion will retain the right to make equipment manufacture (OEM) or supply agreements involving the Products with any third party within, or outside of, the Territory without permission from, or credits to, Agent. By way of example and not limitation, the Mirion Characterization division will always have the right to sell (directly or indirectly) bespoke or custom projects including the sale of modified versions of the Products as well as Characterization services to any third party within, or outside of, the Territory without permission from, or compensation to, Agent.

- 2.3. Relationship of the Parties. The relationship of Agent and Mirion under this Agreement is that of independent contractors. The parties agree that Agent is not a legal representative or agent of Mirion for any purpose whatsoever and Agent will act under its own corporate name. Nothing in this Agreement will be construed: (a) to give either Party the power to direct or control the daily activities of the other Party; or (b) to deem the Parties as employer and employee, franchisor and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking. Without limiting the generality of the foregoing, Agent has no right or authority to assume or create any obligation, express or implied, on behalf of Mirion to any person, government or legal entity nor to waive any right, interest or claim that Mirion may have against any person or entity. Agent shall be the solely responsible and liable for any and all expenses, costs and charges incurred by Agent in the performance of its obligations under this Agreement.

3. **AGENT'S OBLIGATIONS.**

- 3.1. Marketing. Agent undertakes to use its best efforts to market actively, diligently and professionally, promote and solicit orders for the Products in the Territory in accordance with this Agreement and all applicable Law. All marketing materials, communications and representations relating to the Products shall be accurate and truthful. In furtherance of such best effort obligation, Agent shall not distribute or market products that are competing with, or similar to, the Products, except with Mirion's prior written consent, which may be granted in Mirion's sole discretion on a case-by-case basis.
- 3.2. Offices and Personnel. Agent agrees to maintain offices and a qualified, properly trained staff, both from a commercial and technical standpoint, of adequate size to market, represent and solicit sales of the Products in the Territory. Agent will keep such staff informed of any and all changes with respect to Mirion's programs and policies and with respect to the Products.
- 3.3. Sub-Representatives. Agent agrees that it will not appoint any sub-representatives (including resellers, system integrators and prime contractors) or sub-agents (other than its employees) without Mirion's express prior written approval. If Mirion approves and Agent appoints any sub-representatives or sub-agents in the Territory, such appointment will: (a) be made only in the name and for the account of Agent and only within the Territory; (b) be subject to such policies and terms and conditions as established or amended by Mirion from time to time; and (c) terminate upon expiration or termination of this Agreement without any liability to Mirion. Agent will require any sub-representatives or sub-agents appointed hereunder to agree in writing to adhere to the same obligations as apply to Agent under this Agreement, for the purpose of protecting Mirion's Products, Proprietary Information and Intellectual Property Rights. Agent will not grant to any of its sub-representatives or sub-agents appointed hereunder any rights greater than those granted to Agent under this Agreement. Agent hereby agrees to be fully liable for and to defend, indemnify, and hold Mirion, its officers, directors, employees, contractors and agents, harmless against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs or expenses, including reasonable attorney's fees, arising out of or in connection with: (i) any act, error, or omission by any of Agent's sub-representatives or sub-agents; (ii) any claim made by any of Agent's sub-representatives or sub-agents against such indemnified party; (iii) any loss attributable to a failure by any of Agent's sub-representatives or sub-agents to abide by the terms of the sub-agency or sub-representative agreement, as approved by Mirion; and (iv) any act or omission of Agent in failing to seek or obtain Mirion's prior approval of appointment of any sub-representative or sub-agent.
- 3.4. Reporting. Agent will provide Mirion with quarterly written sales reports, broken down by geographic region or marketing category within the Territory, including: (a) a summary of Agent's marketing activity with respect to the Products, including a list of customers and quantity of Products sold; (b) information regarding Agent's anticipated sales of the Products, and (c) activities of competitors and relevant market information. Agent will submit these reports to Mirion within ten (10) calendar days following the end of each quarter.
- 3.5. Compliance.
 - 3.5.1. Agent will promptly notify Mirion of any legislation, rule, regulation or other law, of which it is or becomes aware, that affects the marketing, promotion or sale of the Products within the Territory, which is in effect on, or comes into effect after, the Effective Date of this Agreement.
 - 3.5.2. Agent will at all times conduct its business in a lawful manner, will avoid any practice that would reflect unfavorably on Mirion or the Products, will not engage in any deceptive, misleading, illegal or unethical business practices in accordance with Mirion's Code of Ethics and applicable Law.
 - 3.5.3. Books and Records, Audit. At all times during the term of the Agreement, and for a period of at least five (5) years after termination hereof (including any extension or renewal), Agent shall keep and maintain complete and accurate books records, accounts and



other documents of all transactions and activities performed by Agent under the Agreement. Upon Mirion's written request, Agent shall make copies of all such books, records, accounts and other documents available to Mirion for inspection and examination. Upon 60 days prior written notice to Agent, Mirion shall also have the right to conduct an audit of all such books, records, accounts and other documents of Agent relating to, and to interview Agent's employees engaged in, the marketing, promotion, sale and/or servicing of Mirion Products, in order to confirm Agent's compliance with its obligations under the Agreement, including, but not limited to, the provisions of the Agreement relating to: (i) compliance with applicable law; (ii) anti-corruption compliance; and (iii) export control compliance. Without limiting the generality of this Section 3, Agent acknowledges and agrees that Mirion's audit rights hereunder include the right to review Agent's anti-corruption compliance program and procedures, and Agent's records of anti-corruption training for its employees.

Any audit performed by Mirion hereunder shall be conducted during normal business hours, and unless Mirion has reason to believe that Agent may be in breach of its anti-corruption compliance obligations under Section 11.2 hereof, such audit shall be conducted no more frequently than once every 12 months. Agent shall provide Mirion with full access to all books, records, accounts and other documents relating to, and all of Agent's employees engaged in, the marketing, promotion, sale and/or servicing of Mirion Products hereunder, and Agent shall cooperate fully with, and shall provide Mirion with all other assistance reasonably requested by Mirion in connection with, any such audit.

Upon completion of any such audit, Mirion may elect to provide Agent with a report of its findings and recommendations, and, if so, Agent shall implement all recommendations set forth in that audit report as soon as reasonably practicable after receipt of that audit report; provided, however, that a finding by Mirion that Agent has breached any of its obligations under the anti-corruption compliance provisions of Section 11.2 hereof shall be grounds for immediate termination of the Agreement. In addition to liability for all other losses, damages, costs and expenses suffered or incurred by Mirion as a result of Agent's breach, Agent shall be liable for reimbursing all costs and expenses incurred by Mirion in connection with that audit. Agent acknowledges and agrees that any failure or refusal by Agent to permit Mirion to exercise its audit rights under this Section 3 shall constitute a material breach by Agent of its obligations under the Agreement.

3.5.4. Compliance Training. Agent agrees to ensure that Agent employees that are directly involved in the sales and marketing of Mirion products and services complete periodic compliance training offered by Mirion. Such training will be made available via online Learning Management System Navex Global or similar platform and will not exceed one hour per employee every 12 months.

3.6. Approvals.

3.6.1. Agent is responsible for determining whether the Products must be qualified, registered or otherwise authorized by any applicable organization or governmental body in the Territory. Upon the express prior written request and authorization by Mirion, Agent will, at its own expense and to the extent legally permissible in Mirion's name, make, obtain and maintain in force at all times during the term of this Agreement all Regulatory Approvals required under applicable laws, regulations or orders in order for Agent to perform its obligations under this Agreement. Agent will not obtain any Regulatory Approval hereunder in its own name unless required by applicable Law and Mirion has given express prior written consent thereto. To the extent any Regulatory Approval is not in Mirion's name, Agent agrees that upon Mirion's request, Agent will take all steps to transfer any such Regulatory Approval to Mirion or to such other party designated by Mirion. Agent's obligations under this Section 3.6.1 (Approvals) do not include registration of any of Mirion's Intellectual Property Rights. Agent shall comply at all times with the terms of all Regulatory Approvals and refrain from any act or omission that may invalidate, suspend or cause revocation of any Regulatory Approval.

3.6.2. Agent will assist Mirion in seeking all applicable import and export authorizations required for the fulfillment of Orders solicited by Agent in the Territory. Agent will ensure the legal entry of the Products, having regard to legal rights, industrial property rights and protection of the Mirion Trademarks, in each geographic area within the Territory.

3.7. Costs. Between Agent and Mirion, Agent will bear all costs and expenses in the performance of its duties and obligations under this Agreement, whether incurred by Agent, its sub-representatives, or sub-agents. Agent is responsible for its own taxes, duties or social charges, if applicable.

3.8. Insurance. Agent will maintain in full force and effect during the term, with one or more insurance companies, comprehensive general liability insurance, including coverage for product liability and personal injury, with a broad form vendor's endorsement, with respect to all actions taken by Agent pursuant to this Agreement, regardless of when such claims are made or when the underlying injury or damages occur or manifest themselves. Such insurance policy(ies) will have aggregate policy limits sufficient to provide adequate protection, in Mirion's reasonable judgment, for Mirion against such any such claim or damage, and will in no event have aggregate policy limits of less than U.S. \$1,000,000 per occurrence. Mirion will be named an additional insured on all such policies. Agent will give notice to Mirion at least thirty (30) calendar days prior to any expiration, cancellation or material change in the terms of the policy(ies). Copies of all certificates evidencing such insurance will be delivered by Agent to Mirion within fifteen (15) calendar days of a request by Mirion.

3.9. Warranties; Representations. Agent shall not make representations or grant warranties greater in scope or duration than those generally made or granted by Mirion in its standard terms and conditions of sale. Agent shall indemnify and hold Mirion and its officers, directors, employees and agents harmless against any and all Liabilities which are attributable to the failure of Agent to comply with the requirements of this Section (Warranties; Representations).

3.10. Assistance. Agent must inform Mirion by fax or e-mail of any requests for design or engineering services, spare parts, technical services, or other services which it received directly from customers within 48 hours following the date the request was received. Agent agrees that upon Mirion's reasonable request, Agent will assist with logistics involved with the sale of Products and the fulfillment of sales orders in the Territory, including without limitation: supplying Mirion with any information concerning the financial situation of customers, so that Mirion can verify their credit-worthiness or solvency; pre-qualification of Mirion and discussions with customers and/or qualified consulting engineers on tender specifications; inspection and arrivals formalities for Products or related equipment; assistance with services leading to commissioning; all assistance reasonably requested by Mirion in connection with the collection of any overdue accounts of customers within the Territory; searching for any local contractors or suppliers that Mirion might need, provided, however, that Mirion remains free to decide whether or not to use any of the various contractors and suppliers introduced by Agent.



- 3.11. Training. Agent will maintain knowledgeable sales and marketing personnel to provide instructions to customers in the use of the Products. Agent will ensure that all of such personnel, are fully and appropriately trained regarding the Products and the Agent thereof, and participate in any training requested by Mirion.

4. MIRION'S OBLIGATIONS.

Marketing and Promotional Materials.

- 4.1. Mirion will make available to Agent, at Mirion's sole discretion, either (a) electronic files containing marketing and promotional materials for the Products for Agent to print at its expense; or (b) a reasonable quantity of such printed materials. Such promotional materials will include the relevant technical information about the Products including applicable operating manuals. Agent will use in connection with any marketing of the Products only promotional and sales material as provided or approved in advance by Mirion and will be solely responsible for any such material produced by Agent or a third party for Agent.
- 4.2. Agent has the right to reproduce such marketing and promotional materials supplied by Mirion for the sole purpose of promoting and marketing the Products in the Territory, during the term of this Agreement. Agent agrees that it will not make any changes or modifications to any materials supplied by Mirion for the Products, without Mirion's advance written approval.
- 4.3. All materials relating to the Products hereunder will be provided by Mirion in the English language. Mirion may in its sole discretion and subject to availability, provide certain materials in other languages. Any costs associated with translation of materials will be at Agent's expense.

5. ORDERING PROCEDURES.

Orders. In the solicitation of orders for Products hereunder, Agent shall solicit orders only at those prices specified on the most current price list for the Territory that has been released to Agent by Mirion, unless otherwise approved by Mirion in writing. All orders solicited by the end user to Mirion hereunder shall be on and in accordance with, Mirion's standard order forms, unless otherwise agreed to by Mirion. Otherwise, if the end user sends the order directly to Agent, promptly after receipt of an order, Agent shall forward such order to Mirion. All such orders are subject to written acceptance by Mirion, and Mirion reserves the unqualified right without liability to Agent to (a) accept, reject or cancel, or accept cancellation or modification of any order solicited by Agent, (b) grant any extension, accommodation or credit, and (c) determine the time manner and sequence of entering into any contract and/or license agreement with the customer. Mirion agrees to notify Agent about its decision to accept or reject an order solicited by Agent.

6. COMMISSION.

- 6.1. Commission. In consideration for the sales of Products concluded in the Territory as a result of Agent's services hereunder, Mirion shall pay to Agent a commission, as set forth in the Agreement.
- 6.2. Exclusions. Agent shall not be entitled to any commission: (a) with respect to revenue collected by Mirion pursuant to an agreement with a customer in the Territory that was not originated by Agent, (b) if Mirion, at its discretion, rejects any offer from a potential customer in the Territory, (c) if an agreement with a customer in the Territory is canceled or rescinded, or (d) if payment of the commission is prohibited under any law or regulation of the Territory.

7. FORECAST.

- 7.1. Annual Forecast. The Parties will discuss annually, and revise periodically as appropriate, Agent's commercial objectives, including Agent's market analysis, sales objectives and prices, including an annual forecast of anticipated orders for the Products ("Forecast") and more generally each material component of the commercial relationship. The Forecast will be provided to Agent via email at inception of this Agreement. The Parties will discuss and revise the Forecast periodically by email as appropriate. For purposes of clarification, all Agent reporting obligations as detailed in Section 3.4 above are part of its Forecast.
- 7.2. Sales Volume. If the actual volume of sales by Agent falls at least ten percent (10%) under Agent's Forecast for such period, Mirion may, in its sole discretion, terminate Agent's exclusivity and may instead grant non-exclusive rights for the Products to Agent for what was previously its Exclusive Territory or this Agreement. Waiver of, or failure to enforce, this Section 7.2 in any given year will not constitute waiver of Mirion's rights in other years.

8. WARRANTY AND LIMITATION OF LIABILITY.

- 8.1. Agent Warranty. Agent represents, warrants and covenants to Mirion that it (i) has the full right and authority to enter into this Agreement and perform all of its obligations hereunder, and the entry into and the execution and performance of this Agreement has been fully and duly authorized by all corporate action, (ii) is not prevented from entering into or performing under this Agreement, and its entering into this Agreement and performance hereunder does not and will not violate any Law or conflict with, breach, or constitute a default under any other agreement of Agent, (iii) possesses all resources, expertise, personnel and commitment to perform and meet its obligations under this Agreement, (iv) will perform, and will cause all personnel and sub-representatives to perform, any and all sale and other obligations under this Agreement in a professional, good and workmanlike manner and in compliance with all applicable Laws and good business ethics and generally accepted ethical standards in the industry or trade relating to the distribution of products such as the Products, (v) will obtain and maintain at all times valid and in effect all Regulatory Approvals and will comply, and will cause all Personnel and sub-representatives to comply, fully with any and all Regulatory Approvals, including, without limitation, any and all applicable Laws pertaining to privacy, credit and health-related information, including, but not limited to, by obtaining full, valid and enforceable consents of any person whose data Agent collects, stores, transfers or provides to Mirion, and (vi) does not and will not offer benefits, "kickbacks" or other incentives to physicians, doctors, hospitals, administrators or other health-care related persons in the Territory that do or may be deemed to violate any applicable Law, be ethically questionable, create conflicts of interest, or cause them to breach their rules of professional conduct or internal regulations.
- 8.2. LIMITATION OF LIABILITY. IN NO EVENT WILL MIRION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY,



WHETHER AN ACTION IN CONTRACT OR TORT, EVEN IF MIRION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MIRION'S AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED THE AMOUNT MIRION HAS PAID AGENT UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRIOR TO SUCH DAMAGES, AND IF SUCH DAMAGES RELATE TO AGENT'S (OR AGENT'S CUSTOMER'S) USE OF THE PRODUCTS, THEN SUCH LIABILITY WILL BE LIMITED TO THE AMOUNT PAID FOR THE RELEVANT PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY IF LOWER. Notwithstanding the foregoing, the limitations of liability herein will not apply to: (a) Agent's indemnity obligations under Section 3.3 (Sub-Representatives); (b) any infringement, misappropriation, unauthorized disclosure or misuse of Mirion's Proprietary Information or intellectual property rights; and (c) any breach by the Agent of its compliance obligations under Section 11 (Compliance with Laws).

- 8.3. **Indemnity.** Agent agrees to and shall indemnify and hold harmless Mirion and its Affiliates, and their respective offices, directors and employees ("Indemnitees") from and against any and all demands, claims, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) asserted against, imposed upon or incurred by any Indemnitee, and defend each Indemnitee against any and all actions, suits, litigation, claims, demands, arbitration or proceeding, and any threats thereof (collectively, "Claims"), resulting from or in connection with (i) any breach of any terms, conditions or provisions of this Agreement, breach of warranty, misrepresentation, violation of any applicable Law, unethical conduct, negligence or willful misconduct of Agent, any Affiliate of Agent, any sub-representative, or their directors, officers, employees, agents or representatives, (ii) any Taxes and other costs, duties, fees, and expenses that Agent is obligated to pay or for which Agent is liable or responsible under this Agreement, (iii) any failure to maintain or keep valid any Regulatory Approvals, (iv) any liability and obligations resulting from the termination of Agent's agreement or relationship with any sub-representative, and/or (v) any product that is not a Product marketed, advertised, promoted, distributed or sold by Agent or any sub-representative.
- 8.4. **Notice and Control of Claims.** Mirion shall: (a) promptly notify Agent after learning of a Claim; (b) allow Agent to manage and control the defense and/or settlement of any such Claim against Mirion, unless Agent fails to launch and maintain an adequate defense to the claim, in which event Mirion may assume the defense of the Claim at Agent's expense; and (c) cooperate with Agent in the defense or the settlement negotiations of Claims. Agent shall not agree to any settlement that adversely affects Mirion's rights or interest without Mirion's prior written approval (which approval shall not be unreasonably withheld, delayed, or conditioned).

9. PROPRIETARY INFORMATION AND OWNERSHIP.

- 9.1. **Non-Disclosure.** During the term of this Agreement, the Parties may disclose certain Proprietary Information to each other solely to permit the Parties to perform their respective duties and obligations under this Agreement. The Party receiving Proprietary Information from or about the other Party (the "Receiving Party") agrees to hold the disclosing Party's Proprietary Information in strict confidence, whether or not marked as confidential, and not to directly or indirectly disclose the disclosing Party's Proprietary Information to any third party and to use such Proprietary Information only to perform its duties and obligations under this Agreement and to refrain from exploiting any and all Proprietary Information for any purpose or activities other than as specifically authorized in this Agreement. The Receiving Party shall take the same precautions to protect the confidentiality of such Proprietary Information as it takes for its own proprietary information, but no less than reasonable precautions, including, without limitation, for Agent requiring all of Agent's personnel having access to Proprietary Information to comply with Agent's obligation hereunder. The Receiving Party further agrees that even if the disclosing Party's Proprietary Information enters the public domain, the Receiving Party will not add to the public domain disclosure. Agent agrees not to use Mirion's Proprietary Information to develop or produce a product or service which is similar to, or imitates a Product, or otherwise use the Proprietary Information for its own benefit or the benefit of a third party.
- 9.2. **Ownership.** Agent acknowledges Mirion's exclusive right, title and interest in and to any and all of Mirion's Proprietary Information and current and future Intellectual Property Rights. Mirion shall be and remain the sole owner of the Mirion Proprietary Information and any and all ideas, inventions, works, products, marks, names, and information owned developed, discovered, conceived, or acquired by Mirion or any Affiliate of Mirion, including, without limitation, those in or relating to the Products, the Mirion Trademarks, the Proprietary Information, and any and all derivative works and improvements thereof, by whomever made or conceived, and any and all Intellectual Property Rights of any kind in or to or relating to any of the foregoing (collectively, "Mirion Property"). Agent agrees to not do anything that may adversely affect Mirion's right in the Mirion Property.
- 9.3. **Retained Rights.** Agent expressly acknowledges and agrees that, except as may be specifically provided in this Agreement, at no time will it acquire or retain or appropriate for its own use, any right, title or interest in or to any of Mirion's Property. Mirion does not make or grant hereunder any assignment, transfer, license or permission regarding any Mirion Property. Agent shall not, and shall not cause, permit or assist any third party to, reverse engineer or decompile any Product or other Mirion Property, or copy, duplicate, reproduce, imitate or pattern any of its or any other products after any Product or other Mirion Property. Agent agrees to and hereby assigns, transfers and conveys to Mirion any and all right, title or interest that Agent has or may have in any Mirion Property and to cause all of its personnel to do the same with regard to any and all right, title or interest that such personnel has or may have in any Mirion Property. Agent shall, and shall cause all of its personnel to, execute and deliver any document and provide any information and other assistance for such purpose.
- 9.4. **Return of Mirion Proprietary Information.** Upon written request by Mirion at any time, Agent will promptly deliver to Mirion (or destroy if Mirion, in its sole discretion, so directs) all tangible materials containing or disclosing Mirion Proprietary Information that are either in Agent's possession or under Agent's control, whether in written, graphical, machine-readable or other form, or if Mirion so directs, destroy such materials. Agent agrees to certify in writing its compliance with the foregoing and promptly deliver same to Mirion, upon request of Mirion.
- 9.5. **Notices, Marks, Legends and Name.** Agent will not alter, deface, remove, cover, or add to in any manner whatsoever, any patent notice, copyright notice, trademark, trade name, serial number, model number, brand name or legend that Mirion, or any Mirion Affiliate, may attach or affix to the Products. Agent undertakes to market or sell the Products under Mirion Trademarks exclusively; resale under private label is not allowed unless specifically agreed in writing by Mirion. Agent acknowledges that Mirion is and shall remain the sole and exclusive owner of the Mirion Trademarks and all related goodwill.



- 9.6. Use of Mirion Trademarks. Agent may only use the Mirion Trademarks in connection with the sale of the Products under this Agreement and in accordance with the Mirion Trademark Guideline. All Mirion Trademarks are the exclusive property of Mirion, and under no circumstances will Agent make any attempt to register any such Marks nor any Trademarks, trade names or any word, symbol or design confusingly similar thereto without specific written authorization of Mirion.
- 9.7. Infringement Notification. Agent will promptly notify Mirion: (a) of any claims or objections that its use of Mirion Property in connection with the marketing, distribution or sale of the Products may or will infringe the Intellectual Property Rights of another person; (b) of any potential, suspected or actual infringements, imitations, illegal use, or misuse, by any person of the Intellectual Property Rights or other rights in the Mirion Property which come to its attention; provided, however, that Agent will not take any legal action relation to the protection or enforcement of any Intellectual Property Rights or Mirion Property without the prior written approval of Mirion; and provided further that Agent will provide to Mirion, at Mirion's expense, all reasonable assistance in connection with any matter pertaining to the protection of Mirion Intellectual Property Rights or Mirion's Proprietary Information in the Territory, whether in the courts, administrative agencies, or otherwise.

10. TERMINATION.

- 10.1. Termination by either Party. This Agreement may be terminated by either Party upon written notice to the other Party in the event:
- (a) of a material breach of this Agreement by the other Party (or of a material breach by Agent of any other agreement with any Mirion entity), such breach not having been remedied within thirty (30) calendar days of written notice of such breach;
 - (b) of the insolvency, liquidation of or the filing of bankruptcy proceedings by the other Party, except as part of a bona fide scheme for reconstruction or amalgamation;
 - (c) of a material change in the ownership, control, or management of either Party;
 - (d) that either Party ceases to provide the Products or if Mirion ceases to manufacture any of the Products;
 - (e) that the Parties fail to come to an agreement regarding the annual Forecast on or before the date thirty (30) days prior to the beginning of a new forecast period; or
 - (f) that Agent fails to meet its Forecast.

- 10.2. Termination by Mirion. This Agreement may be terminated immediately by Mirion upon notice to Agent for: (a) Agent's violation of Applicable Laws; (b) Agent's failure to comply with any provision of Section 11.2 (Anti-Bribery and Anti-Corruption); (c) acts detrimental to the reputation and good will of Mirion in any material respect; (d) making representations to any customer or potential customer of the Products that are misleading, incomplete, fraudulent, untrue, or contrary to the terms of this Agreement; or (e) engaging in the sale or distribution of products that compete with the Product.

In addition, Mirion may terminate this Agreement at any time, with or without cause, by providing ninety (90) days prior notice to Agent.

- 10.3. Effect of Termination. Promptly upon the termination, cancellation or expiration of this Agreement or the appointment of Agent for any reason:
- 10.3.1. Agent shall at its own expense (i) provide to Mirion or otherwise destroy or dispose of in accordance with Mirion's directions, all Proprietary Information, any material bearing any Mirion Trademarks (other than Products that are subject to Section 10.3.2 hereof), and advertising, promotional or sales material relating to Products or Mirion or any Mirion Affiliate then in Agent's direct or indirect possession or control, (ii) return or destroy all tangible materials containing or disclosing Mirion's Proprietary Information in accordance with Section 9.4 (Return of Mirion Proprietary Information), (iii) not retain but irrevocably delete and destroy any copy or manifestation of any Mirion Proprietary Information or material covered by this paragraph that is not returned to Mirion, and (iv) certify in a writing to Mirion its compliance with the obligations under this paragraph.
- 10.3.2. Subject to Section 10.4.4. Upon termination, Agent will immediately cease using all Mirion Trademarks and ensure Agent does not use the name or goodwill of Mirion or any part of the trade literature or the contents thereof supplied to Agent.
- 10.3.3. Agent shall, at its own expense, (i) provide Mirion or any third party designated by Mirion, promptly with all documents representing any Regulatory Approvals for any Products in its or any sub-distributor's direct or indirect possession or control, and, (ii) if any such Regulatory Approvals for any Products is in Agent's name or the name of any sub-distributor or other third party, upon Mirion's request, immediately transfer and assign, or cause such sub-distributor or third party to transfer and assign, to Mirion or any third party designated or appointed by Mirion, or cancel if expressly requested by Mirion in writing, such Regulatory Approval, all as decided by Mirion in its sole discretion, and make best efforts to achieve such transfer and assignment with any relevant regulatory agency.
- 10.3.4. All outstanding and unpaid invoices for Products ordered hereunder shall become immediately due and payable.
- 10.4. Waiver of Termination Liability. Mirion will not by reason of termination of this Agreement be liable to Agent for, and Agent hereby expressly waives all rights to, compensation or damages of any kind, on account of the loss of current or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith or in connection with the establishment, development or maintenance of Agent's business or goodwill.
- 10.5. Survival. Notwithstanding any other provision of this Agreement, the provisions of Sections 9, 10.4, 10.5, 11, 12 and 13 of this Agreement, and such other terms which by their nature would be expected to survive termination, shall survive the termination, cancellation or expiration of this Agreement.

11. COMPLIANCE WITH LAWS.

- 11.1. General Laws. Agent will at all times, and at its own expense, strictly comply with all applicable Laws, now or hereafter in effect, relating to its performance of this Agreement.
- 11.2. Anti-Bribery and Anti-Corruption.
- 11.2.1. In the exercise of its rights, and the performance of its obligations, under this Agreement, Agent shall comply with all Laws, regulations, ordinances, decrees, and judicial and administrative orders of the Territory and, where applicable, the United States, including, but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"). Agent hereby acknowledges that it has received copies of the Code of Ethics and Business Conduct has reviewed those materials, and agrees to comply with all of the



requirements thereof. In furtherance of the foregoing, on the Effective Date and each renewal thereafter, Agent agrees that it will execute and deliver to Mirion a Compliance Certificate to that effect, as required by Mirion.

11.2.2. Without limiting the generality of Section 11.2.1 of this Agreement, Agent hereby represents and warrants that, in performing services for, or on behalf of, Mirion under this Agreement:

- (i) It has not, and will not at any time, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of any monies or any other thing of value to: (i) an officer or employee of a government, or any department, agency or instrumentality thereof; (ii) any person acting in an official capacity for or on behalf of any government, or any department, agency or instrumentality thereof; (iii) any political party or official thereof; (iv) any candidate for political office; (v) any employee, officer, director or shareholder of any commercial purchaser of any Mirion products or services; (vi) any officer, employee or other person acting for or on behalf of any public international organization; (vii) any official or employee of any state owned or state-affiliated commercial enterprise or entity, or (viii) any other person, firm, corporation or other entity at the suggestion, request or direction, or for the benefit of, any of the foregoing persons or entities, and it has not and will not engage in any other acts or transactions in violation of any applicable anti-bribery or anti-corruption Law, including but not limited to, the FCPA, the United Kingdom Bribery Act or applicable anti-bribery legislation or regulation within the Territory.
- (ii) Neither Agent, nor any of its officers, directors or employees, is an officer or employee of any government, or any agency, department or instrumentality thereof, any public international organization, any state-owned or controlled enterprise, or an officer or employee of a political party, or a candidate for political office.
- (iii) No officer or employee of any government, or any department, agency or instrumentality thereof, or of a public international organization, or officer of any political party, or candidate for political office is, or at any time during the continuance of this Agreement will be, a shareholder or owner of any equity interest, directly or indirectly, in Agent, or have any beneficial interest in this Agreement or any payments made by Mirion to Distributor hereunder.
- (iv) It will give immediate written notice to Mirion in the event of a change in facts or Agent's circumstances that would render any of the foregoing representations and warranties incorrect or incomplete.

11.2.3. Agent hereby acknowledges and agrees that any material breach by Agent of any of the provisions of this Section 11.2. shall be grounds for immediate termination of this Agreement, without judicial intervention and without any further obligation whatsoever on the part of Mirion. Termination of this Agreement in accordance with this Section 11.2.3 shall be in addition to, and not in lieu of, any and all other rights and remedies that Mirion may have under this Agreement and/or applicable law, including the right to recover damages for all harm suffered or incurred by Mirion, as a result of Agent's breach of its obligations hereunder.

11.3. Export Controls.

11.3.1. The Parties will observe and adhere to all applicable laws, regulations and rules relating to the export, re-export, diversion or transfer of technical data, and direct products thereof, including without limitation, the export control laws of: (a) the country in which the Products are originated or manufactured, if applicable; (b) of the country(ies) of the Territory, and (c) the United States of America, such as the Export Administration Regulations, 15 C.F.R. Parts 730-774. In the exercise of its rights, and the performance of its obligations under this Agreement, Agent shall comply strictly with all such export control laws and regulations applicable to such Products and Mirion Proprietary Information, and shall not export, reexport, transfer, divert or disclose any such Products and Mirion Proprietary Information, or any direct product thereof, to any destination, end-use, or end-user restricted or prohibited under such export controls. Agent will be responsible for obtaining all export licenses of the country in which the Agent is located, and all re-export licenses of the United States (to the extent applicable) for the export or re-export of the Products to any of Agent's customers.

11.3.2. Notwithstanding the generality of the foregoing, except as authorized under United States and other applicable Laws, Agent expressly represents and warrants that, under no circumstances, shall it use, resell, export, reexport, distribute, transfer, dispose of or otherwise deal with any of the Products, or any spare parts, warranty items or technical data or make/receive any payments related to the Products, directly or indirectly, to or for the benefit of: (1) a person located or residing in or organized under the laws of Cuba, Iran, North Korea, Syria or Crimea ("Restricted Territories"); (2) a person who is (a) designated under national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the United States Department of the Treasury, Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Other Blocked Persons (including terrorists and WMD proliferators), the OFAC Sectoral Sanctions Identification List, United States State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the European Union or United Kingdom HM Treasury Consolidated Lists of Financial Sanctions Targets, in force from time to time, (b) any entity that is 50% or more owned or otherwise controlled by any of the foregoing, or (c) the government of, or any person owned or controlled by or acting on behalf of the government of the following countries: Cuba, Iran, North Korea, Syria or Venezuela (collectively, "Restricted Persons"); or (3) any weapons of mass destruction, ballistic missile or nuclear-proliferation-related, terrorism-related or military-related end-user or end-use ("Restricted End Uses").

11.4. End User Information. Agent must keep on file end user information as it pertains to specific Products orders for the life of the respective Product. This includes any economic operator who has directly supplied a device to health institution or healthcare professional.

12. NOTICES.

All notices or other communication which are required or permitted hereunder will be in the English language, at the address set forth in the Agreement, and will be in writing and sufficient if delivered by hand, by facsimile or telecopy transmission (and a transmission confirmation is received by the sender), or by a recognized international or overnight courier, to the persons at the addresses set forth herein or at such other address as may be provided hereunder, and will be deemed to have been delivered as of date so delivered. A copy of such notice shall be sent to legal-channel@mirion.com.



13. GENERAL.

- 13.1. Governing Law. This Agreement will be governed by, construed under and interpreted in accordance with the laws of the State of Georgia, without giving effect to its rules governing conflicts of laws. The Parties acknowledge and agree that the United Nations Convention for the International Sale of Goods shall not be applicable to this Agreement.
- 13.2. Injunctive Relief. The Parties agree that damages alone will be an insufficient remedy for violations of the terms of Sections 9 or 11 of this Agreement, and that Mirion or an Affiliate of Mirion would suffer irreparable damage as a result of a violation. Accordingly, Mirion shall be entitled, in the event of a breach or threatened breach of Sections 9 or 11 of this Agreement, to obtain injunctive relief to enforce the provisions of such Sections 9 or 11. Such injunctive and other relief shall be in addition to any and all other rights or remedies available to Mirion, including, but not limited to, damages or other relief or remedies for such violation.
- 13.3. Force Majeure. Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of force majeure. Force majeure refers to all unpredictable and unstoppable outside events including but not limited to strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause which is beyond the reasonable control of such Party. Without limiting the generality of the foregoing, the Parties agree that failure by the relevant governmental or administrative authority to authorize delivery of a Product constitutes an event of force majeure except where such failure is directly attributable to negligent acts or omissions of either Party in the process of obtaining this authorization. In order to invoke force majeure as an excuse of non-performance, the Party must notify the other Party, in accordance with the Notices provision herein, in writing together with proof of the occurrence of such an event and the relevant start and, if known, end dates. If the delay or impediments due to such events exceed a period of three (3) months, the Parties will consult together to find a solution to any problems created by such delays or impediments and to agree upon any amendment to the terms and conditions of this Agreement which may be deemed necessary. Nothing herein will modify or limit Agent's obligation to make the payments required hereunder in accordance with the terms herein.
- 13.4. Severability. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed struck from this Agreement, but such invalidity or unenforceability will not invalidate any of the other terms of this Agreement and this Agreement will continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement. In this event, the Parties will replace the provision or provisions with provisions that are as close as possible to the invalid or unenforceable provisions.
- 13.5. Amendments. This Agreement will not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the Parties hereto.
- 13.6. Event of Default. To the extent Agent is a party to another agreement with another Mirion entity listed in the Recitals, any breach or event of default of any of these Agreements entitles Mirion to terminate this Agreement for breach in accordance with Section 10.2(a) of this Agreement.
- 13.7. Assignment. Mirion may assign this Agreement and its rights and obligations hereunder upon written notice to Agent. The rights and obligations of Agent under this Agreement are personal to Agent and may not be assigned, delegated, transferred, licensed, sublicensed, or otherwise disposed of without the prior written consent of Mirion.
- 13.8. Headings. Headings in this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement for any other purpose.
- 13.9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or scanned copy sent by e-mail will be sufficient to bind the parties to the terms and conditions of this Agreement.
- 13.10. Entire Agreement. This Agreement, along with the documents incorporated as an integral part of this Agreement, constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all previous agency or similar agreements by and between Mirion and Agent as well as all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the Parties related to this Agreement.