

Annex C-001

Agreement between Helikon Health, Inc. (“Helikon”) and Parnass Corporation, signed on 16 January 2019 (Excerpts)

Preamble

WHEREAS, Helikon [the Claimant] is engaged in the manufacture and sale of diabetes management products including Blood Glucose Monitoring Meters and Test Strips, lancets, lancing devices and other diabetic supplements as specified in **Schedule A** hereto (the "Products");

WHEREAS, on or about the date that this Agreement is executed between the parties, Greek Health Industry Investment Limited (the "Purchaser") executed a Purchase Agreement (the "Purchase Agreement") with Distributor [the Respondent], pursuant to which the Purchaser shall acquire all outstanding shares of Helikon from the Distributor subject to the satisfaction of the conditions for Closing as set out in the Purchase Agreement (as defined therein);

1.1 With effect from the Effective Date, (a) Gyrocare hereby appoints Distributor as its non-exclusive distributor of the Products for distribution in the territory specified in **Schedule B** attached hereto (the "Territory"); and (b) Gyrocare hereby grants to Distributor a non-exclusive non-transferable license to Distributor to any patents, copyrights, Gyrocare Marks (defined below) and other proprietary information necessary for distribution and exploitation of the Products in the Territory and for no other purpose or use. Distributor hereby accepts such grant and appointment effective as of the Effective Date upon the terms and conditions of this Agreement. **Schedule A** and **Schedule B** may be amended from time to time at any time after the Effective Date by mutual agreement of the parties. As used in this Agreement, (a) the term "Contract Year" means each twelve (12) month period commencing on the Effective Date that this Agreement is in effect; and (b) the term "Annual Minimum Purchase" means annual minimum quantities of certain Products that the Distributor is required to purchase during each Contract Year as set forth in **Schedule**

C.

1.1 Unless sooner terminated as hereinafter provided, this Agreement shall take effect on the Effective Date and extend for a term of five (5) years from the Effective Date.

1.2 Unless terminated by either party by giving to the other written notice of termination a minimum of ninety (90) days prior to the end of the then current term, this Agreement shall be renewed for consecutive two (2) year periods subject to the same period of notice provided that the parties have agreed in writing on the applicable Annual Minimum Purchase for the first Contract Year of any renewal period not less than ninety (90) days prior to the expiration of the then current term. Commencing from the second Contract Year, in the event that the parties have not agreed on the Annual Minimum Purchase for the next Contract Year during the initial or any renewal term, then the parties shall use good faith efforts to mutually agree on the Annual Minimum Purchase for the next Contract Year prior to the end of the then current Contract Year; provided, however, that in the event the parties are unable to agree on the Annual Minimum Purchase for the next Contract Year prior to the end of the then current Contract Year, then the Annual Minimum Purchase for the next Contract Year shall be the same as that of the then current Contract Year. Notwithstanding the number of renewals, if any, this Agreement is and always shall be interpreted as a fixed term agreement and not an indefinite term agreement.

2.3 Except as provided in Sections 2.4 and 2.5 Gyrocare agrees not to terminate this Agreement if Distributor has met the Annual Minimum Purchase requirements as set forth in **Schedule C**, attached hereto as adjusted, if necessary, pursuant to Section 2.2.

2.4 Gyrocare shall have the right at any time during the initial term or any renewal period hereof, by giving notice in writing to Distributor, to terminate this Agreement forthwith without judicial action upon the occurrence of any of the following events:

(i) Distributor's failure to purchase the applicable Annual Minimum Purchase during any Contract Year as set for on **Schedule C**, and, as it applies to the first two (2) Contract Years, failure of the Distributor to cure the Purchase Shortfall in accordance with Section

3.2, below;

(ii) any breach of this Agreement by Distributor not cured within thirty (30) days after written notice thereof including breach of any open account payment terms which may be negotiated by the parties (timely payments there under being of the essence);

2.7 Upon the expiration or termination of this Agreement for any reason, Distributor shall cease to use and, at Gyrocare's request and cost, return to Gyrocare or its designee all Confidential Information or any demonstration equipment or materials of any kind supplied by Olympus which Distributor has not paid.

3.2. In the event that Distributor purchases more than the applicable Annual Minimum Purchase for any given Contract Year, the excess quantities of Products purchased in such Contract Year shall not be credited towards the Distributor's obligation to purchase the applicable Annual Minimum Purchase for the subsequent Contract Year. If at the end of each of the first two (2) Contract Years, Distributor has failed to purchase at least the applicable Annual Minimum Purchase for such Contract Year, and Gyrocare was ready, willing and able to deliver such minimum quantities of the applicable Products for such Contract Year, then the "Purchase Shortfall" for such Contract Year shall mean the quantities of applicable Products by which the Annual Minimum Purchase for such Contract Year exceeds the quantities of the applicable Products actually purchased by Distributor for such Contract Year. Subject to Article VI, in the event of a Purchase Shortfall in the first two (2) Contract Years, Distributor shall, without demand from Gyrocare and within thirty (30) days following the end of the applicable Contract Year, at Distributor's option either: (x) purchase quantities of the applicable Products equal to the Purchase Shortfall; or (y) pay an amount to Gyrocare equal to the Purchase Shortfall multiplied by the applicable prices for the Products as set forth on **Schedule A** (as then in effect). For the avoidance of doubt, any payments made for a Purchase Shortfall in connection with the preceding sentence shall not be credited towards the Distributor's obligation (if any) to purchase the applicable Annual Minimum Purchase for a Contract Year following the one in which the Purchase Shortfall took place.

3.10 Trademarks; Service Marks.

The trademarks and service marks set forth in Schedule F, attached hereto (the "Gyrocure Marks") owned by or licensed to Gyrocure are vital to Gyrocure's business. Gyrocure hereby grants to Distributor a limited, non-transferable, non-exclusive, fully paid up license to the Gyrocure Marks, during the term of this Agreement, solely for such packaging and labeling and promotional materials, subject to compliance with Gyrocure's standard quality monitoring guidelines (which shall be provided to Distributor on or before the Effective Date of this Agreement) and Distributor's advance written notification to Gyrocure of any intended use of the Gyrocure Marks, including the provision of samples of such use, to be used solely with the Products. Gyrocure shall retain ownership of the Gyrocure Marks and all associated goodwill and any and all uses of the Gyrocure Marks shall inure to the benefit of Gyrocure or its licensors. Distributor shall have the sole right and responsibility for developing its own trademarks and trade dress for use in connection with the marketing, sale, advertising and/or promotion of its products and services, subject to Gyrocure's reasonable approval, and Distributor shall own such trademark(s) and trade dress and all associated goodwill, and shall prosecute, maintain and enforce such trademarks and trade dress at its own cost and discretion. Distributor further agrees to take reasonable measures to assist Gyrocure in its protecting the Gyrocure Marks. In partial fulfillment of this responsibility, Distributor agrees to notify Gyrocure of any and all uses of these rights by any unauthorized person or entity of which Distributor becomes aware, and to cooperate in any actions by Gyrocure to protect these rights at Gyrocure's expense. Nothing set forth herein shall constitute any grant of license or right to use the Gyrocure Marks other than in connection with the Products and their packaging in accordance with the terms of this Agreement. Distributor shall not use Gyrocure, its corporate name, or any of the Gyrocure Marks in connection with any corporate or business name of Distributor.

Article XII. - Entire Agreement

This Agreement and the Schedules attached hereto contains the entire

agreement between the parties on this subject. The only consideration for signing this Agreement is the terms and provisions of the Agreement as stated herein. No other promise, representation, or agreement of any kind has been made to or with any person or entity whatsoever to cause the signing of this Agreement. Any previous or contemporaneous oral agreements or representations which had been made between the parties are hereby agreed to be null and void. This Agreement shall not be modified or altered except by another written agreement executed by each of the parties hereto. The provisions of this Agreement shall prevail over any conflicting provisions contained in any printed standard terms originating from Gyrocare or Distributor.

Article XIII. - Legal Counsel

Each party has had (or has been advised to seek) independent legal counsel of his selection in the negotiation of this Agreement. Each party fully understands the facts and has been informed about its legal rights and obligations. Each is signing this Agreement freely and voluntarily intending to be bound by it. The parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not apply to this Agreement.

Article XIV. – Dispute Settlement

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Emergency Arbitrator Provisions and the Expedited Procedure Provisions shall not apply.

If in the context of a claim under this Agreement a dispute arises as to the existence or legal capacity of any of the parties, or scope of the power of attorney to represent any of the parties during the signing of this Agreement or the application of this Agreement, such dispute shall be decided by the competent courts of the place of incorporation of those companies.

If any legal action, arbitration, proceeding, hearing, or motion is brought by any party to this Agreement to enforce the terms and conditions of this Agreement, whichever party shall prevail shall be

entitled to an award of reasonable attorney's fees, paralegal fees, costs and expenses.

Article XV. – Applicable Law

This Agreement shall in all aspects not explicitly provided herein be subject to New York law, with the exception of its conflict of law provisions. In the application of this Agreement the parties will also take into account the generally followed business practice in the field of health providers, as well as all mandatory provisions of law and public policy considerations that are appropriate in these matters.

Schedule C - Minimum Annual Quantities

The following schedule sets out the Annual Minimum Purchase for each Contract Year during the term commencing on the Effective Date:

Contract Year One - 3,400,000 fifty (50) count vials of strips
(170,000,000 strips)

Contract Year Two - 3,600,000 fifty (50) count vials of strips
(180,000,000 strips)

The Annual Minimum Purchase for each subsequent Contract Year shall be as agreed to in writing by the parties ninety (90) days prior to the end of the then current Contract Year. In the event the Parties have not mutually agreed on the Annual Minimum Purchase for any Contract Year, the Annual Minimum Purchase for such Contract Year will be the same as the prior Contract Year.

The Annual Minimum Purchase in any given Contract Year shall be reduced by the corresponding volume of applicable Products purchased by any direct customer of Distributor that becomes a direct customer of Gyrocare or its affiliates during such Contract Year.

Schedule F - Trademarks

In addition to the list of trademark and logos of Helikon and Gyrocare below, Distributor will not use the “True” in the marketing or distribution of any products other than the Products included in the Agreement.

[...]