

# Non Circumvent & Non – Compete Policy

**THIS AGREEMENT** is made between Medz Exchange operated by Symbio Farma BV, Diamantlaan 89, 2132 WV, Hoofddorp, Netherlands (“Medz Exchange”); and the client (“Company”) who is making an application to register on to Medz Exchange platform.

Both Medz Exchange and the Company hereinafter jointly referred to as the “Parties” and individually as a “Party”.

## Whereas

For the purpose of entering into a business relationship on the Medz Exchange Platform (the “Purpose”), the Company is required to adhere to certain non-circumvention and non-Solicitation provisions. The Parties have agreed that such shall be made on the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

### 1. Non-Circumvention

The Company hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through Medz Exchange, its officers, directors, agents or associates, for the purpose of avoiding the payment to Medz Exchange of fees or otherwise, without the specific written approval of Medz Exchange.

### 2. Non-Solicitation

The Company shall not interfere with Medz Exchange’s and/or the Seller/Buyer’s, as applicable, relationship with, or endeavour to entice away from Medz Exchange and/or the Seller/Buyer’s, as applicable, any person who, on the date of the termination of the Term and/or at any time during the Term prior to the termination of the Term, was an employee or customer of Medz Exchange and/or the Seller/Buyer’s, as applicable, or otherwise had a material business relationship with Medz Exchange and/or the Seller/Buyer’s, as applicable.

### 3. Term And Termination

3.1. This Agreement shall become effective from the day the Company make an application to register on Medz Exchange (the “Effective Date”).

3.2. This Agreement shall remain in force for the duration of the Company’s use of the Medz Exchange Services and for a period of 5 years thereafter.



#### **4. Injunctive Relief**

Without limiting the remedies available to the Company acknowledges that a breach of any of the covenants contained above may result in material irreparable injury to Medz Exchange for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such injuries and that, in the event of such a breach or threat thereof, Medz Exchange shall be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction restraining Company from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in this Agreement.

#### **5. Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and understandings between the Parties, whether written or oral.

#### **6. Changes And Additions**

Changes and additions to this Agreement, including to this provision, must be in writing and duly executed by all Parties.

#### **7. Severance**

If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, the remainder of that provision and all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

#### **8. Governing Law and Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its choice of law provisions.

**THIS AGREEMENT** has been duly executed on the date on which the application is made by the Company to register on Medz Exchange.

