

EXHIBIT A

AGREEMENT

This AGREEMENT ("Agreement"), effective as of the date of last signature hereto, is entered into between DePuy Synthes, Inc., a Delaware corporation, with a principal place of business at 700 Orthopaedic Drive, Warsaw, Indiana 46581 USA ("DS"); and Smith & Nephew, Inc., a Delaware corporation, with a principal place of business at 1450 Brooks Road, Memphis, Tennessee, 38116, USA, Smith & Nephew Orthopaedics AG, a Swiss company, with a principal place of business at Oberneuhofstrasse 10D, Barr, 6340 Switzerland, and Smith & Nephew Pte Ltd., a Singapore limited company, with a principal place of business at 1A International Business Park #09-03, Tolaram, Singapore 609933 (collectively "S&N").

WHEREAS, DS filed a U.S. intent-to-use trademark application serial no. 87840040 for SYMPHONY which is for surgical implants comprising artificial material solely for use in spinal surgeries and surgical instruments solely for use in spinal surgeries and whereas DS owns the registrations listed in Exhibit A for "medical devices for use in orthopaedic surgery, namely, a platelet concentrate system for making platelet rich plasma, mixing it with synthetic or autogenous bone grafting materials, and delivering it to a surgical site; medical devices for use in the delivery of bone graft material to an orthopaedic surgical site; surgical instruments for orthopaedic use" or similar products (collectively the "DS Products");

WHEREAS, Smith & Nephew has filed the trademark registrations listed in Exhibit B for SYMPHONY for "artificial hips; hip stems; acetabular cups; surgical instruments for use in implanting artificial hips" ("S&N Products");

WHEREAS, both parties agree that their products do not overlap in the medical industry;

WHEREAS, both parties may wish to file additional trademark applications for SYMPHONY their respective goods, with the understanding that the use and registration of SYMPHONY by the parties in this manner is not likely to cause consumer confusion; and

WHEREAS, the parties believe, due to the differences in the products associated with their respective trademarks and the manner in which their trademarks are used, customer confusion, mistake, or deception is not likely to result from the parties' concurrent use of the SYMPHONY name;

NOW, THEREFORE, in exchange for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. S&N consents to the use and registration by DS of the trademark SYMPHONY for the DS Products and undertakes not to oppose, contest or otherwise challenge, neither directly or indirectly, DS's use and/or registration of SYMPHONY for the DS Products.
2. DS consents to the use and registration by S&N of the trademark SYMPHONY for the S&N Products and undertakes not to oppose, contest or otherwise challenge, neither directly or indirectly, S&N's use and/or registration of SYMPHONY for the S&N Products.
3. Because of their distinct markets, the parties believe that their relevant consumers, namely, distinct medical professionals, are not likely to confuse DS's use of SYMPHONY as a source indicator for spinal implants with S&N's use of SYMPHONY as a source indicator for hip implants. The parties agree that their respective products travel in separate channels of trade because they are used by completely different medical specialists. The parties further agree that their respective specifications of goods are narrow, well defined, and do not overlap. The parties will continue their cooperation and communication, in good faith in effort to maintain an

avoidance of potential consumer confusion. Should future developments suggest to either party the possibility that the parties' respective marks are likely to be confused with one another, the parties will consult with each other with a view toward avoiding any such confusion.

4. This Agreement and its terms and conditions shall bind the parties and their parents, subsidiaries, divisions, successors and all other related companies acting by, through or with them or under their authority, direction or control, and shall inure to the benefit of their successors and assigns. The parties to this Agreement may license or assign their respective rights hereunder, along with the related good will, provided that such license or assignment does not alter or amend the provisions of this Agreement, and provided that any such licensees and assignees will be bound by the terms of this Agreement.

5. The territory of this agreement is worldwide.

6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and terminates, replaces and supersedes in their entirety all discussions, writings, representations, communications, understandings and agreements prior to or contemporaneous with this Agreement with respect to the subject matter of this Agreement. No change, modification or amendment to this Agreement, in whole or in part, whether by addition, deletion or otherwise, shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

7. If national trademark law in any country requires a letter of consent or a similar form of action in order for one party to obtain registration of their mark, the other party shall undertake to provide such letter of consent or similar confirmation letter in the necessary form, e.g. in writing, for filing at the relevant trademarks office within the mandated timeframe.

8. Each party represents and warrants to the other that it has the authority to enter into this Agreement and to bind the entities referred to herein to the terms and conditions, obligations and undertakings set forth in this Agreement.

9. Each party to this Agreement shall bear its own costs.

10. This Agreement shall be governed by U.S. law.

10. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

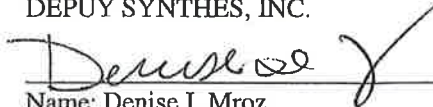
Execution and delivery of this Agreement via electronic means is legal, valid and binding execution and delivery hereof for all purposes.

[Signature page follows on next page]

INTENDING TO BE BOUND, the parties execute this Agreement by their authorized representatives.

DATED: June 13, 2018

DEPUY SYNTHES, INC.



Name: Denise I. Mroz
Title: Assistant Secretary

DATED: June 24, 2018



SMITH & NEPHEW, INC.



Name: Mark J. Gorman
Title: Assistant Secretary

DATED: June 28, 2018

SMITH & NEPHEW ORTHOPAEDICS AG



Name: SOPHIE NORI
Title: DIRECTOR

Andy Hoffmann
CEO

DATED: ~~June~~ July 3rd, 2018

SMITH & NEPHEW PTE LTD.



Name: ALVIN LIM
Title: AUTHORIZED SIGNATORY

Exhibit A – DS Trademarks

Trademark	Reg. / App. No.	Territory
DEPUY ACROMED SYMPHONY	261341	Colombia
DEPUY ACROMED SYMPHONY	480817	Switzerland
DEPUY ACROMED SYMPHONY	P237868	Venezuela
DEPUY ACROMED SYMPHONY	40300	Vietnam
SYMPHONY	827359837	Brazil
SYMPHONY	675531	Canada
SYMPHONY	4616837	China
SYMPHONY	370745	Colombia
SYMPHONY	249004	Norway
SYMPHONY	87840040	USA

Exhibit B – S&N Trademarks

Trademark	Reg. / App. No.	Territory
SYMPHONY	87814127	USA
SYMPHONY	1885712	Canada
SYMPHONY	3270962	UK
SYMPHONY	40-2018-0029088	South Korea
SYMPHONY	1910799	Australia
SYMPHONY	1087974	New Zealand
SYMPHONY	17865321	European Union