

**MEDGUARD PROTECTION PLANS
DISTRIBUTOR AGREEMENT**

- 1. Program Overview.** MedGuard Protection Plans, LLC (“MedGuard”) has developed an equipment protection offering known as the MedGuard Protection Plan (“Protection Plan”) which is designed to provide end-users equipment service or replacement benefits for certain home healthcare equipment in the event of a covered failure. Benefits will be provided to Protection Plan holders in accordance with the Protection Plan terms and conditions (“Plan Terms”). Seller of the Protection Plans (“Distributor”) wishes to make the Protection Plan available to its customers in connection with certain home healthcare equipment which may be purchased by such customers. MedGuard agrees that service will be provided to authorized holders of Protection Plans in accordance with the Plan Terms and applicable law. Distributor’s sole compensation for the sale or distribution of Protection Plans shall be the amounts it collects from customers in excess of the amount payable by Distributor to MedGuard for such Protection Plans.
- 2. Program Requirements.**

 - A. Sale to Distributor’s Customers.** Distributor is authorized to sell the Protection Plans only to its customers in connection with eligible product(s) sold to such customer(s) by Distributor. The list of eligible products (“Eligible Products”) shall be provided to Distributor in writing and shall be subject to change upon forty-five (45) days’ notice. Only customers residing within the United States are eligible to purchase the Protection Plans.
 - B. Time of Sale.** Protection Plans must be sold contemporaneously with the sale of the Eligible Product covered under the Protection Plan.
 - C. Sales Reporting and Payment for Protection Plans.** A report containing all Protection Plan sales for each month of this Agreement, in the format provided by MedGuard, shall be provided by Distributor to MedGuard within ten (10) days after the end of the month such Protection Plans was sold or distributed by Distributor. Further, Distributor shall be responsible for remitting the amount specified by MedGuard (“Plan Fee(s)”) for each Protection Plan it sells or distributes within twenty (20) days after the end of the month such Protection Plan was sold or distributed by Distributor. Additionally, Distributor shall be solely responsible for collecting payment from its customers for each Protection Plan it sells or distributes and collection of such funds by Distributor shall not impact Distributor’s obligation to remit payment to MedGuard of the applicable Plan Fee. The list of the Plan Fees shall be provided to Distributor by MedGuard in writing and shall be subject to change upon forty-five (45) days’ notice.
 - D. Trade Practices and Customer Refunds.** Distributor will not engage in "bait and switch" practices, “tying” or any other unfair or deceptive trade practices with respect to the Protection Plans. Distributor will not make any false or misleading representations or warranties with respect to MedGuard or the Protection Plans or make any representations with respect to the performance, specifications, features, or benefits of the Protection Plans that have not been published, or otherwise approved in writing, by MedGuard. Distributor shall be solely responsible for processing any refunds payable to Customers in connection with any Protection Plan sold and subsequently canceled in accordance with the Plan Terms. MedGuard will provide Distributor a prorated refund of the fees it received in connection with each such validly canceled and refunded Protection Plan.
 - E. Promotional Materials and Fulfilment.** Distributor shall only utilize promotional materials related to the Protection Plans which have been approved or provided by MedGuard. Distributor shall provide purchasers of Protection Plans with a copy of the current and applicable Plan Terms along with a legible receipt documenting payment of such Protection Plan by purchaser. Distributor shall not modify or alter the Plan Terms or otherwise waive, modify, or discharge any rights or duties under the Plan Terms.
 - F. Compliance with Laws.** Distributor will comply with all applicable federal, state and local laws and regulations in performing its obligations hereunder.
 - G. Exclusivity.** During the term of this Agreement, MedGuard shall serve as Distributor’s exclusive provider of extended service plans, extended warranties and/or similar product protection offerings for products sold by Distributor. Distributor agrees that it shall not sell, market or otherwise distribute any extended service plans, extended warranties and/or similar product protection offerings on products which are offered or administered by any person or entity other than MedGuard during the term of this Agreement.
- 3. Usage of Trademarks and Copyrighted Materials.** Distributor acknowledges it does not have, and will not acquire under this Agreement, any rights in or to any trademarks, trade names, logos or related intellectual property, such as copyrighted images and graphics, copyrighted text and descriptions and related materials, owned by MedGuard (collectively, the "MedGuard Materials").

4. Term and Termination.

- A. Term; Extension.** The term of this Agreement will begin on the Effective Date and end one (1) year thereafter (the "Initial Term") and will renew automatically for additional one (1) year renewal terms (each, a "Renewal Term") unless or until either party: (i) gives the other party written notice at least thirty (30) days prior to the last day of the Initial Term or the then-current Renewal Term; or (ii) terminates this Agreement in accordance with the terms herein.
- B. Termination.** Either party may terminate this Agreement: (i) for any reason at any time during the Initial Term or any Renewal Term by giving thirty (30) days prior written notice to the other party; or (ii) MedGuard may terminate this Agreement immediately upon reasonable belief of a breach by Distributor.
- C. Distributor's Post-Termination Activities.** Upon the termination of this Agreement, Distributor immediately must: (i) discontinue all use of MedGuard Materials; and (ii) cease making any representations that Distributor is an Authorized Distributor of the Protection Plans.

5. Limitations on Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY. IN NO EVENT SHALL MEDGUARD'S LIABILITY TO DISTRIBUTOR FOR ANY CLAIM, LOSS, LIABILITY, COST OR EXPENSE RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER BASED IN WHOLE OR IN PART ON NEGLIGENCE, EXCEED THE AMOUNTS REMITTED BY DISTRIBUTOR TO MEDGUARD UNDER THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, LOSS, LIABILITY, COST OR EXPENSE. FURTHER, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY TAX LIABILITY OR ASSOCIATED PENALTIES.

6. Relationship of the Parties.

Each party is an independent contractor, and neither party nor any of their respective employees or agents has any authority to assume or create any obligations on behalf of any other party. MedGuard and Distributor agree that the business relationship they have established under this Agreement will not be construed as that which would exist between a franchisor and franchisee, principal and agent, employer and employee or any other such relationship besides that of two independent contractors. Distributor acknowledges and agrees it has not paid any fee to MedGuard for the right to enter into this Agreement.

7. Governing Law; Dispute Resolution.

This Agreement is deemed to have been entered into in the State of Oklahoma and will be governed by its laws. All disputes arising out of this Agreement must be brought in a state or federal court located in Oklahoma County, Oklahoma. If any party breaches this Agreement in a way that causes a non-breaching party to incur attorneys' fees, costs and expenses, such non-breaching party will be entitled to recover from the breaching party reasonable attorneys' fees, costs and expenses incurred to address such breach.

8. General.

- A. Assignment.** Distributor may not assign, transfer or sell any of its rights or obligations under this Agreement without the prior written consent of MedGuard. MedGuard may assign this Agreement to (i) a parent, subsidiary or affiliated entity without written notice to Distributor under this Agreement, or (ii) to a third party in connection with the sale or other transfer of all or substantially all of MedGuard's business assets by giving written notice to Distributor (with a courtesy copy to Distributor) no later than three (3) months after the effective date of such assignment. Subject to these restrictions, the provisions of this Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.
- B. Notices.** Any notice required under this Agreement must be in writing and will be deemed to have been given upon the earlier of (i) upon electronic confirmation of receipt by, or (ii) twenty-four (24) hours after placement with, a well-recognized delivery service that customarily obtains records of delivery (e.g., FedEx, UPS, DHL).
- C. Entire Agreement.** This Agreement and all exhibits hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all previous representations, arrangements, agreements and understandings, written or oral, if any, by and between the parties hereto and their respective representatives.

9. Acknowledgement and Agreement.

By entering the MedGuard Protection Plan sales portal and/or offering MedGuard Protection Plans for sale to their customers, Distributor hereby acknowledges and agrees to adhere to terms and conditions herein.