

The Parties hereby acknowledge and agree to the following business terms (the “**Business Terms**”):

Standard Terms	The general terms (the “ General Terms ”) attached hereto are incorporated herein by reference.
Term	The term will commence on the Effective Date and continue for a period of one (1) year (the “ Term ”), after which the Term shall automatically renew for additional one-year periods, unless either Party provides the other Party with written notice at least ninety (90) days before any automatic renewal.
Description of RxHearing	RxHearing is a single point telehealth hearing care provider. We are committed to providing advanced hearing aids, using state-of-the-art technology and in-house audiology expertise for the benefit of our Affiliates and their patients. We plan to utilize this network of Affiliates to sell RxHearing hearing aid solutions to their patients and/or refer those suffering from hearing loss to RxHearing.com if they potentially meet the criteria for our hearing aid solutions.
Pricing for Affiliate Products	RxHearing is responsible for setting the price of all sales associated with RxHearing.com. Affiliate agrees not to incent any client referral to purchase from and/or add any additional expense as it relates to RxHearing products.
Products and Pricing	RxHearing products and pricing, attached hereto as “Products and Pricing Sheet” are incorporated herein by reference. Participating Pharmacy must select one option: [] Station Only [] Standard Kit [] Premium Kit
Marketing and Technical Support	RxHearing, at no cost, will provide the following marketing assets and technical support to Affiliate (Welcome Kit): <ul style="list-style-type: none"> ● One (1) Physical display with custom labeled marketing brochures and postcard bag stuffers ● One (1) Headset with One (1) RxHearing Care Station for in-store hearing screening and testing ● Dedicated website with Pharmacy Logo and Promo Code added ● Product Specifications and User Guides ● Question & Answer Guide for educating pharmacy staff and patients about hearing health ● Access to RxHearing in-house licensed hearing specialists ● Access to RxHearing technical and maintenance representatives ● RxHearing digital assets for online and social media marketing ● Additional services to be determined by selection of aforementioned Kit
Product Fulfillment – Online Referrals	Affiliate can track all online sales through a dedicated sales dashboard. A custom promotional discount code will be provided to the Affiliate to share with all referrals to utilize when purchasing from RxHearing.com. RxHearing agrees to drop ship orders directly to Affiliate referrals upon their purchase. RxHearing will fulfill and ship all orders via 2-Day shipping. All referral customers have a free 30-Day trial period after purchase.
Product Fulfillment - In Store Sales	Affiliate can purchase inventory at wholesale prices from RxHearing to sell in-store at their location(s). RxHearing will provide packaging, UPC and Bar Codes. If Affiliate does not sell initial inventory within 60 Days of launching, they have the option to sell back and return their inventory to RxHearing at their original wholesale price.
Backordered Products	RxHearing agrees to proactively notify Affiliate of all backordered sales as they become out-of-stock and the estimated date the product will be available to ship.
RxHearing Payment Terms to Affiliate	RxHearing wholesale pricing to the Affiliate will allow for a margin of One Hundred Dollars (\$100.00) per Invo sale; One Hundred and Fifty Dollars (\$150.00) per AudixMax sale and Two Hundred and Fifty Dollars (\$250.00) per AudixLife sale. This margin also corresponds to all referrals that result in a sale online at RxHearing.com. For online referral orders, the Affiliate will be compensated One Hundred Dollars (\$100.00) per Invo sale; One Hundred and Fifty Dollars (\$150.00) per AudixMax sale and Two Hundred and Fifty Dollars (\$250.00) per AudixLife sale. Affiliate agrees not to increase their in-store retail price above the stated RxHearing retail price provided to them. Each Affiliate and their location receive a custom 10% Promotional Discount code(s) to track and trace all referrals that result in a sale on RxHearing.com. All referral fees will be paid on net thirty (30) day terms.
Management, Support and Promotions	RxHearing will provide Affiliate with literature about the importance of hearing health. In addition, RxHearing will provide direct technical and client customer support. RxHearing has dedicated personnel to support the terms of this Agreement, and will provide the Affiliate with fulfillment, product marketing, training and seasonal promotions.
Affiliate Website	Affiliate may include RxHearing on their website, only with express written consent from RxHearing
Returns & Replacements	RxHearing has a thirty (30) day money back guarantee return policy for all Patients orders. Product and all packaging must be returned to RxHearing’s fulfillment center within thirty (30) days of the date of order. Upon receiving a return at their location, the Affiliate will be provided a shipping label to return the hearing aids to RxHearing’s fulfillment center. Once received, the hearing aids will be replaced to replenish the Affiliate’s inventory.

1 GENERAL TERMS

1.1. Affiliate shall, at its own expense, obtain and maintain all required certifications, credentials, licenses, and permits necessary to conduct their own business.

1.2. Neither Party has authority to act on the other Party's behalf or to bind the other Party in any manner whatsoever, except as expressly provided in this Agreement.

2 PROMOTION OF PRODUCTS

2.1. Affiliate will promote RxHearing's Products in accordance with all applicable Laws, standards, and Regulatory Requirements.

3 TERMINATION

3.1. Either Party will have the right to terminate this Agreement if:

(a) the other Party breaches an obligation imposed on it under this Agreement and fails to cure such breach within thirty (30) days after it has received written notice thereof by the Party alleging such breach, or such longer period as to which the Parties may agree if such breach is not capable of being cured within thirty (30) days, provided that the breaching Party has begun working on the cure within such thirty (30) day period. Any written notice of breach given by a Party pursuant to this subsection shall specify the obligation allegedly breached by the other Party.

(b) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or reorganization for the benefit of its creditors.

4 INDEMNIFICATION

4.1. Each Party shall indemnify, defend and hold harmless the other, its subsidiaries, and their respective directors, owners, officers, employees and agents, from and against all third-party claims, losses, damage, costs (including attorney's fees and court costs), suits, judgments, expenses, causes of action, demands, amounts paid in settlement of claims, and damages (collectively, "claims") which may be suffered, sustained, incurred or asserted by the indemnitee which arise from, or relate to the breach of any representation, warranty, covenant or agreement herein.

4.2. Affiliate shall indemnify, defend and hold harmless RxHearing, its subsidiaries, directors, owners, officers, employees and agents, from and against all third-party claims which may be suffered, sustained, incurred or asserted by RxHearing which arise from, or relate to (i) personal injury or property damage sustained by any person resulting from false claims stated or guaranteed by the Affiliate, (ii) any error, omission or general neglect surrounding any U.S. governmental agency policy or guideline, such as the U.S. Federal Drug Administration or Federal Trade Commission made by the Affiliate; (iii) violation of any applicable Laws, standards, or Regulatory Requirements made by the Affiliate; or (iv) any negligent or willful act or omission by Affiliate or its employees, agents or subcontractors.

5 CONFIDENTIALITY

5.1. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a Party that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (ii) the disclosing Party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a disclosing Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that the disclosing Party is obligated to keep confidential; and (iii) any nonpublic information relating to any activities conducted hereunder. Notwithstanding the above, the term "Confidential Information" shall not include any information that is either: (a) readily discernible from publicly available Products or literature; or (b) approved for disclosure by prior written permission of an executive officer of the disclosing Party.

5.2. A Party shall only use Confidential Information furnished to it by the other Party hereunder solely in furtherance of the activities contemplated by this Agreement.

5.3. A Party may disclose the other Party's Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that such Party: (i) discloses only such information as is required by the governmental entity or otherwise required by law, and (ii) uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

5.4. If a disclosing Party so requests at any time, the receiving Party shall return promptly all copies, extracts, or other reproductions in whole or in part of the disclosing Party's Confidential Information in their possession.

5.5. Sections 5.1-5.3 above shall survive the termination or expiration of this Agreement for the term of five (5) years.

6 INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

6.1. Each of RxHearing and Affiliate acknowledges that the other owns certain Intellectual Property Rights and Marks that may be used in the performance of this Agreement. Both Parties expressly disclaims any ownership or other right with

respect to the Intellectual Property Rights and Marks of the other, except as otherwise provided herein. For the avoidance of doubt, both Parties acknowledge and agree that each Party owns and will retain all rights and interests in its Intellectual Property Rights, Marks, products, and all content that incorporate or otherwise make use of Intellectual Property, Marks, or products.

6.2. Each Party agrees not to remove, alter, modify or destroy the other Party's Marks included on or with any product, promotion, and/or advertising materials without the other Party's express written consent.

7 INSURANCE

7.1. General Liability Insurance. RxHearing will maintain general liability insurance and provide evidence thereof to Affiliate if requested.

8 MISCELLANEOUS

8.1. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Florida, without regard to that state's conflict of laws principles and/or rules. The Parties consent and agree that any and all litigation between them arising under or relating to this Agreement shall be filed and resolved by a federal or state court located in Tampa, Florida [Hillsborough County]. The parties' further consent and agree to the exercise of personal jurisdiction over them by such courts.

8.2. Equitable Relief. Each Party acknowledges and agrees that any breach of this Agreement with respect to the other Party's Intellectual Property rights or Proprietary Information will cause irreparable harm and significant injury that may be difficult to ascertain and would not be compensable by damages alone. Accordingly, each Party acknowledges and agrees that, in addition to any and all remedies that the non-breaching Party may have at law or otherwise with respect to such a breach, the non-breaching Party will be entitled to specific performance, injunctive or other equitable relief.

8.3. Severability. All terms and provisions of this Agreement shall, if possible, be construed in a manner that makes them valid and enforceable. In the event any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remaining terms and provisions of this Agreement shall not be affected.

8.4. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given: (i) on the delivery date if delivered to an addressee by personal delivery; (ii) three (3) business days following the date deposited into the care of the United States Postal Service by registered or certified mail (in each case, return receipt requested and postage prepaid), or (iii) one (1) business day following the date sent by an internationally recognized overnight courier service specifying delivery the next business day (with all fees prepaid). Any Party sending a notice or other communication required or permitted under this Agreement, shall address such notice or communication using the RxHearing and Affiliate addresses and contacts provided on the Cover Page or to such other address that may be designated by a Party in a written notice to the other Party pursuant to this paragraph. Except as provided elsewhere in this Agreement, a notice or communication is effective only if the Party giving such notice or sending such communication has complied with this paragraph.

8.5. Entire Agreement. This Agreement and its attached exhibits constitute the full and final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained herein. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those contained in this Agreement. There are no conditions precedent to the effectiveness and performance of this Agreement, other than those expressly stated herein.

8.6. Amendment/Modification. The terms and conditions of this Agreement may only be amended or modified by a written instrument signed by an authorized officer or representative of each Party.

8.7. Waiver. The terms and conditions of this Agreement may only be waived by a written instrument executed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the Parties, shall operate as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given shall not be construed as a waiver on any future occasion or against any other person or entity.

8.8. Force Majeure. Neither Party will be responsible for any failure or delay in its performance of this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, by way of illustration but not limitation, network failures, acts of civil or military authorities, fires, interruptions in third party telecommunications, Internet equipment, servers, other third party services, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, supplies, war, terrorism, riot, acts of God, or governmental actions (each, a "Force Majeure Event").