



### Authorized Provider Policy

In order to successfully compete in the marketplace and to maintain its premium brand image, Applied Home Healthcare Equipment and its affiliates (“Applied”), has announced this Authorized Provider Policy (“Policy”). All sales from an Authorized Provider (“Provider”) to an end-user of Applied products and/or accessories (“Products”) shall be subject to this Policy. Applied is not seeking agreement from any Provider with this Policy. A Provider may choose to comply or not comply, however non-compliance may result in the termination of the business relationship between Provider and Applied. It is in the sole discretion of Applied what does or does not comply with this Policy.

Product	Minimum Advertised Price (MAP) (pricing in USD)
OxyGo 8 Cell Battery Unit (1400-1000)	\$2,495.00
OxyGo 16 Cell Battery Unit (1400-1000-16)	\$2,650.00

All Providers will be required to:

- Act to preserve and promote the high quality reputation of Applied and Applied Products by adhering to the Policy.
- Never advertise below the MAP pricing established in this Policy.
- Never advertise pricing or offer to sell OxyGo Products via the internet. Providers may not use the words “the lowest price,” “the best price,” “will beat competitors’ prices,” “call from price,” “email for price,” “call for quote,” “email for quote,” or similar statements referring to pricing. Providers may advertise the availability of the product and may use terms such as “call to qualify,” “email for more information,” or similar words inviting the user to contact the Provider for more information on the OxyGo as a service the Provider offers.
- Ensure that Applied Products which may require a prescription are sold in accordance with all local and federal laws and regulations.
- If requested, provide a listing of all websites, blogs, social media sites, etc. where Applied Products are advertised and/or sold by the Provider.
- Provide legal business name and contact information including retail location, phone number, street address, and email address listed under “Contact Us” for any all websites which promote Applied Products.
- Only use Applied provided intellectual property, which has been authorized in writing by Applied. This includes, but is not limited to, images, graphics, photographs, copies, text, manuals, literature, video, specifications, and logos. Use of Applied intellectual property does not convey any license or ownership rights to Provider.
- Accurately portray Applied Product specifications, features, and warranties.
- Advertise and/or sell Applied Products with all Applied supplied components as packaged and shipped by Applied and never strip any of the Products and/or sell the components separately.
- Never package Applied Products with those from another manufacturer.
- Never advertise, promote, or sell any Products as being “demos,” “samples,” “used,” “out-of-the-box,” “like new,” etc.
- Provide the patient operating manuals and/or instructional materials to all purchasers of the Products as furnished by Applied.
- Never engage in any (a) “bait and switch” sales tactics; (b) deceptive sales tactics or advertising practices; (c) unethical or illegal sales tactics or practices; and (d) activity that would potentially injure or undermine the high quality image and/or reputation of Applied and/or Applied Products.
- Never provide (sell, rent, exchange, or trade) Applied products to any other reseller or dealer; never advertise or sell Products obtained on the grey market including online sites such as Amazon, eBay, Craigslist, etc.
- Never ship, distribute, sell, or export (directly or indirectly) Applied Products outside of the United States of America.
- Maintain a brick and mortar business. Applied does not sell to internet only resellers.

Applied reserves the right to alter, modify, amend, suspend, or cancel this Policy, the above-referenced Products covered, and/or the minimum advertised price.



This Policy does not restrict the Provider's right to establish independent or advertised resale prices. Applied reserves the right to determine whether a Provider has advertised Products at a net advertised price less than the minimum advertised price established in this Policy. Upon such determination, Applied may, without assuming any liability, cancel all orders and will indefinitely refuse to accept new orders from the Provider.

This Policy has been unilaterally adopted by Applied. Applied neither solicits nor will it accept assurances by a Provider of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between Applied and any Provider of compliance with this Policy. The Provider within its own discretion can choose to acquiesce or not acquiesce with this Policy. Applied will not discuss conditions of acceptance related to this Policy. This Policy is non-negotiable and will not be altered, modified, or amended for any Provider. Applied's sales personnel have no authority to alter, modify, amend, or grant exceptions to this Policy.