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www.oxygo.life

OxyGo Southern

2200 Principal Row, Orlando, FL 32837 USA

OFFICE: 888-327-7301 FAX: 440-871-9964

OxyGo Eastern: 28825 Ranney Parkway, Westlake, OH 44145 USA

OxyGo Western: 11001 North 24<sup>th</sup> Avenue, Suite 606, Phoenix, AZ 85029 USA

### Authorized Provider Policy

In order to successfully compete in the marketplace and to maintain its premium brand image, OxyGo HQ FL, LLC and its affiliates (“OxyGo”), has announced this Authorized Provider Policy (“Policy”). All sales from an Authorized Provider (“Provider”) to an end-user of OxyGo products and/or accessories (“Products”) shall be subject to this Policy. OxyGo 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 OxyGo. It is in the sole discretion of OxyGo 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
OxyGo FIT 4 Cell Battery Unit (1400-2000)	\$2,495.00
OxyGo FIT 8 Cell Battery Unit (1400-2000-8)	\$2,650.00
OxyGo NEXT 8 Cell Battery Unit (1400-3000)	\$2,595.00
OxyGo NEXT 16 Cell Battery Unit (1400-3000-16)	\$2,765.00

All Providers will be required to:

- Act to preserve and promote the high-quality reputation of OxyGo and OxyGo 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 for 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 OxyGo 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 OxyGo 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 OxyGo Products.
- Only use OxyGo provided intellectual property, which has been authorized in writing by OxyGo. This includes, but is not limited to, images, graphics, photographs, copies, text, manuals, literature, video, specifications, and logos. Use of OxyGo intellectual property does not convey any license or ownership rights to Provider.
- Accurately portray OxyGo Product specifications, features, and warranties.
- Advertise and/or sell OxyGo Products with all OxyGo supplied components as packaged and shipped by OxyGo and never strip any of the Products and/or sell the components separately.
- Never package OxyGo 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 OxyGo.
- 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 OxyGo and/or OxyGo Products.
- Never provide (sell, rent, exchange, or trade) OxyGo 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) OxyGo Products outside of the United States of America.
- Maintain a brick and mortar business. OxyGo does not sell to internet only resellers.
- Service any patient or end user to which Provider has furnished an OxyGo Product. Provider shall work with OxyGo to service such patient or end user with applicable warranty, service, repair, technical requirements, accessory purchase, or other request. Provider shall not direct such patients or end user to contact OxyGo directly. OxyGo is not a medical provider and will not work directly with patients.





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OxyGo 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. OxyGo 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, OxyGo 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 OxyGo. OxyGo neither solicits nor will it accept assurances by a Provider of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between OxyGo and any Provider of compliance with this Policy. The Provider within its own discretion can choose to acquiesce or not acquiesce with this Policy. OxyGo 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. OxyGo's sales personnel have no authority to alter, modify, amend, or grant exceptions to this Policy.

