College Park Industries, Inc.
Distributor Agreement

This Distributor Agreement ("Agreement") dated March 1, 2019 is entered into between ("Distributor"), Medicare International, a Kazakhstan company, of Zhamakaeva Street, D. 254/1, Almaty, Kazakhstan, A25P3A1 and College Park Industries, Inc., a Michigan corporation, of 27955 College Park Drive, Warren, MI, USA 48088 ("CPI"), (www.college-park.com).

1. **Distributorship.** CPI hereby appoints Distributor as its distributor for the sale of all prosthetic feet and related parts and accessories manufactured, referenced in APPENDIX D, by CPI from time to time (the "CPI Products") in the Territory described in Appendix A attached hereto ("Territory"), and Distributor hereby accepts such appointment.

2. **Term.** The Term of this Agreement extends from the date set forth above for twelve consecutive months ("Initial Term"). Unless otherwise terminated in accordance with the Terms and Conditions attached hereto, the Term shall automatically renew for successive one-year terms thereafter ("Renewal Terms"; together with the Initial Term "the Term").

3. **Pricing.** All CPI Products shall be priced according to the published and then current Price List of CPI which is available at all times upon request by Distributor. CPI reserves the right to amend any such prices (with 60 days advanced Notice to the Distributor) and to make modifications or enhancements to the CPI Products and to discontinue production of any CPI Product(s) (Appendix D).

4. **Shipping.** All CPI Products shall be shipped to Distributor, F.O.B. CPI's facility in Warren, Michigan. Distributor, in addition to the price for the CPI Products, shall pay all cost of transportation, duties, brokerage fees, insurance and so forth. All Orders shall be quoted and paid in United States funds.

5. **Credit Terms and Limit.** CPI agrees to sell CPI Products to Distributor with payment terms of Cash in Advance of shipment. (see Appendix E for payment information). Distributor agrees that anytime Distributor does not meet the above-stated terms CPI shall have the right to refuse to accept any further orders and/or make any further shipments to Distributor. Information required for credit term request (Appendix F): completion of credit application with requested credit amount.

6. **Business Strategy Plans.** A Business Strategy Plan during the term of this Agreement is set forth on Appendix C. Such Business Strategy Plans shall include minimum annual purchases of Distributor and other goals and guidelines of the parties.

7. **Non-Compete.** Except with the prior written consent of CPI, Distributor agrees not to market, sell or distribute in the Territory any *new (additional)* products that compete, either directly or indirectly with the CPI Products. Distributor will provide CPI with a list of competing products it currently sells.

8. **Terms and Conditions.** This Agreement is subject to the Terms and Conditions on Appendix B attached hereto.

9. **Confidentiality.** Distributor and CPI agree to keep all terms of this Agreement CONFIDENTIAL.

DISTRIBUTOR:
Medicare International, a Kazakhstan company

Name: Malik Mehmet Kaya
Title: President

CPI:
College Park Industries, Inc., a Michigan corporation

By: Joseph M. Wicker
Name: Joseph M. Wicker
Title: Chief Financial Officer

COLLEGE PARK INDUSTRIES, INC. CORPORATE SEAL MICHIGAN

CPI

Distributor

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APPENDIX A

TERRITORY

Distributor shall have the right to distribute and sell CPI Foot Products in the following Territory:

Exclusive Territory	Kazakhstan
Non-Exclusive Territory	NA

Distributor shall have the right to distribute and sell CPI Upper Limb Products in the following Territory:

Exclusive Territory	NA
Non-Exclusive Territory	Kazakhstan

CPI will list this Distributor's information on its website.

After the Initial Term and each Renewal Term (as defined on the first page of this Agreement) the Territory and the exclusive rights, if any, granted Distributor in such Territory will be renegotiated by the parties.

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Distributor

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APPENDIX B

TERMS AND CONDITIONS

1. Distributor shall use its best efforts to actively solicit sales of the CPI Products within the Territory and use all reasonable and proper ways to promote the interests of CPI. Distributor shall, act as a liaison between the customer and CPI and bring to CPI's attention any inquiries, quality issues, engineering changes, complaints or problems of which Distributor is aware with respect to the CPI Products. Distributor shall create and/or maintain qualified sales personnel and service staff as necessary to carry out its duties under this Agreement.

2. CPI Products shall be sold, marketed and distributed under the trade names and trademarks of College Park Industries, which trademarks and trade names are the sole and exclusive property of CPI and shall only be used in connection with the marketing, sale and distribution of the CPI Products in the Territory. Distributor acquires no right, title or interest in or to the trade names or trademarks hereunder and agrees to refrain from any use of the trademarks and trade names of CPI after termination of this Agreement.

3. Distributor has no authority, either express or implied, to incur any liability or obligations on behalf of CPI, including, but not limited to (i) making any quotations on any special CPI Products or modifications to any CPI Products, (ii) binding CPI to any contract, (ii) endorsing checks or commercial papers on behalf of CPI, or (iv) making any warranties or representations to third parties with regard to the CPI Products other than as set forth herein. Distributor shall duly report and pay all federal, state, local and other taxes or other charges within the Territory directly applicable to the sale or use of the CPI Products.

4. CPI maintains a comprehensive general liability insurance policy including product liability insurance worldwide except where prohibited to do business due to US economic sanctions. Distributor agrees that the product(s) purchased from CPI will be used (sold) as manufactured by CPI and no alterations will be made to such product(s). Distributor is encouraged to purchase and maintain its own comprehensive general liability insurance policy, including product liability insurance.

5. Distributor shall place orders for the CPI Products by delivering CPI's then current Order Form to CPI. CPI shall have the right to accept or reject any order, or to accept part of the order and reject the balance. Distributor shall provide CPI with its "List Price" and shall notify CPI of any change in such List Prices during the Term. CPI reserves the right at any time and with 180 days advanced written notice, to discontinue offering any CPI Products if business conditions warrant.

6. With approved return authorization ("RA"), CPI Products may be returned as mutually agreed between Distributor and CPI. Distributor shall be responsible for all shipping charges for return of CPI Products (not related to warranty related claims) to CPI. CPI will be responsible for all shipping charges for return of all warranty related CPI Products. RAs will not be issued for products out-of-warranty (also refer to Appendix C – "Warranty Returns" section).

7. Distributor shall provide to CPI, on a quarterly basis, sales information, including volume and revenue of sales, and details for the sale of CPI Products by Distributor. Distributor will also provide to CPI market evaluations, including competitive prices and forecasts for the Territory.

8. CPI agrees to warrant the CPI Products only to the extent that such warranty conforms and complies with the standard CPI warranty (the "CPI Warranty"). The Distributor shall make no representations or warranties about the CPI Products except to the extent set forth in the CPI Warranty.

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9. In the event there is Change in Control of either party, this Agreement may be terminated by either party upon 30 days prior written notice. A Change in Control of either party shall have occurred (i) in the event such party enters into an Agreement to merge or consolidate such party with or into another entity in a transaction in which such party will not be the surviving entity; (ii) either party sells, exchanges or otherwise disposes of all or substantially all of such party's assets to any other corporation, person or other entity or group; or (iii) if any corporation, person or other entity or group becomes the beneficial owner of stock, membership interests or other indicia of ownership representing 50% or more of such ownership of the party.

10. Either CPI or Distributor may terminate this Agreement upon notice to the other party at least ninety (90) days prior to the effective date of such termination.

11. CPI may immediately terminate this Agreement if Distributor shall have been adjudicated bankrupt, shall have filed a voluntary petition in bankruptcy, shall, without the consent of CPI, have assigned this Agreement, shall have failed to pay CPI any amount due under this Agreement shall fail to purchase CPI Products of at least the minimum annual amounts set forth in Exhibit C attached hereto, or shall otherwise be in default of the terms of this Agreement. All orders placed by Distributor prior to any such termination shall be completed and delivered upon payment of all sums due to CPI by Distributor pursuant to the terms of this Agreement.

12. In the event of Termination of this Agreement, any CPI Products held by Distributor shall, in the sole discretion of CPI, either be destroyed or returned to CPI by the Distributor, at Distributor's sole expense. With approved Return Authorization ("RA"), Distributor's account will be credited.

13. During and subsequent to the Term of this Agreement, Distributor shall not disparage CPI nor any CPI Product to any third party.

14. Distributor will, at its expense, obtain and maintain all governmental authorizations, registrations and filings required under the laws of the Territory or otherwise to legally perform under this Agreement. Distributor has reviewed the CPI Compliance Manual and Distributor will comply with all applicable provisions of the U.S. Foreign Corrupt Practices Act ("FCPA"), all applicable anti-corruption laws and all statutes and laws set forth in the CPI Compliance Manual and otherwise. Distributor will comply with all laws and other legal requirements within the Territory and otherwise. Distributor will promptly notify CPI of any change in those laws or other legal requirements that may affect the importation of the CPI Products or Distributor's performance under this Agreement.

15. This Agreement is governed by the laws of the State of Michigan and the United States of America.

16. Distributor shall keep this Agreement and all non-public information obtained from CPI strictly confidential. Distributor will not disclose such information except with the prior written consent of CPI.

17. If any provisions of this Agreement are held to be unenforceable or invalid, the remaining provisions and portions thereof shall nevertheless be given full force and effect.

18. Any assignment by Distributor of this Agreement or any of the rights hereunder, either voluntarily or by operation of law, is void without prior written consent of CPI.

19. Distributor is an independent contractor and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. CPI reserves the right to deal directly with any prosthetic facility or groups of facilities, which do not desire to do business with Distributor.

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20. Neither party shall be liable for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, acts of God, acts of war or terrorism, laws or regulations or any government (whether foreign or domestic, federal, state, county or municipal) or any other similar cause beyond the reasonable control of the party affected. If performance by either party is delayed more than thirty (30) days due to such event or series of events, the other party may terminate this Agreement, effective immediately, without liability.

21. All notices, orders and shipments required by this Agreement shall be sent via email to the addresses of the parties set forth above. Payments are to be wired via bank wire instructions attached.

22. No delay or failure of CPI to demand strict adherence to the terms of this Agreement shall be deemed to constitute a course of conduct inconsistent with the CPI's right at any time, before or after any default, to prospectively demand strict adherence to the terms of this Agreement.

COLLEGE PARK INDUSTRIES, INC.
CORPORATE
SEAL
MICHIGAN

CPI _____

Distributor _____

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APPENDIX C

General Terms – Business Strategy Plan

The distributor will maintain territory exclusivity for the following 12 months. A minimum for the following 12 months sales target of $10,000 USD shall be agreed upon by both parties. At the end of the 12-month period College Park and distributor will develop new sales targets based on historical performance and future forecasts. All sales targets are to be agreed upon by both parties and reviewed with Customer Service and/or Accounting on a quarterly basis. The distributor will maintain exclusivity for the entire 12 months but if the agreed upon target is not achieved over a 12-month period, College Park will have the option to evaluate the exclusivity of the distributor going forward.

Schedule:

- Establish 12-month minimum annual sales target
- Sign the distribution agreement
- Quarterly (Every 3 months) a review of sales targets will occur with distributor
- Review past 12-month results CPI and Distributor will agree upon next 12-month Sales Target

Marketing Expectations

College Park is dedicated to the success of their distributors. We have built a new re-imbursement program for marketing materials produced by our distributors. We are happy to work hand-in-hand to produce materials that engage your customers as well as instill the College Park brand.

Print Marketing

Reimbursement for the cost of print marketing will be issued in the form of product credit. In order to be reimbursed product credit, the distributor needs to have their materials approved by the College Park marketing department. Once the design is approved, the distributor will execute the promotion and will supply College Park with the purchase orders or receipts for these materials and College Park will credit the distributor based on the percentage table.

Reimbursement table:

Mailers	50%
Posters	65%
Brochure (co-brand)	75%
Product desk reference co-brand	75%
Magazine Advertisement	50%
Box Inserts	50%

College Park is open to other forms of print marketing and reimbursement can be negotiated on a case-by-case basis.

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Distributor _____

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College Park is committed to producing content that can easily be adapted for international use. We can provide a sample marketing kit created by College Park that can be simply translated into your language and have your logo and contact info placed on it.

Tradeshows

College Park regularly participates in international tradeshows and we encourage our distributors to do the same. If College Park is attending a tradeshow, we expect our distributor to appear in our tradeshow for a given amount of time. This will be worked out on a case-by-case basis. Please refer to the Tradeshow Appendix for more tradeshow information.

Digital and Social Media

Social media is the quickest and most cost-effective way to reach an audience in today's modern times. College Park is very active on social media and we expect our distributors to be involved in our social media programs.

We also encourage distributors to advertise digitally and maintain their own website. College Park can and will provide assets like images to help assist in your website development.

Customer Service Expectations

The following training schedule is required by our Customer Service team to ensure order quality. Within the first week of signing your amendment with College Park, Customer Service will reach out to you with an agenda if necessary.

College Park's Customer service will assess each distributor and determine if further training is required. If so, the following processes will take place:

Ordering process schedule (if applicable)

- Watch part number webinar.
- Complete 5 question quiz.
- Customer Service team will set up a meeting to review answers and introduce reference documents.
- Watch reference document webinar.
- Complete 20 question quiz on all trained items above.
- Customer Service team to set up meeting to review answers and go over any other questions.
- 6-month review: A meeting to ensure both parties are comfortable with the process.
- 1-year review: A meeting to ensure both parties are comfortable with the process.

Return Process Schedule (if applicable)

College Park requires distributors to return warranty and exchange items once every quarter. If exceptions need to be made, we can discuss different terms with our Quality and Customer Service team.

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- Once order training is complete, Customer Service will send a formal returns process and a warranty/exchange period guide.
- Send a 10-question quiz to review the returns process.
- Go over quiz results and see if there are any questions or concerns.

Technical Service Expectations

To ensure that distributor is knowledgeable on all CPI products, technical training will be required 2 times per year. Additional training is always available and is encouraged. There are several training options available to our distributors such as reference documents, webinars, Zoom training and in person visits. Product overview training is required. College Park Technical Team will assess each distributor and determine if product training is up to date. Distributor will also be made aware of any changes to products as necessary. An email from the technical service team will be sent out in the first week of signing a new distributor agreement if necessary.

Training schedule (Not all distributors are required to participate)

- Introductory email with link to Technical Service Dropbox which contains product reference documents and webinars on most CPI products.
- Survey sent to distributor to determine current level of knowledge and assess training needs.
- Schedule Zoom training, to take place no later than 60 days of signing agreement.
- Follow up quiz.
- Review meeting to discuss additional training needs.
- 6-month review.
- 1-year review - assess the need for an in-person visit and deliver additional training where needed.

Tradeshow Support and In Person Training

Our technical team is available to attend regional tradeshows and provide hands on training in person. These options will be evaluated on a case by case basis and are subject to availability.

Complaints, Incidents and Vigilance Reporting

The Distributor must inform College Park Industries of complaints, and Incidents.

Complaints/must be reported to College Park within 5-10 days of occurrence

Incidents/ must be reported to College Park within 2-5 days of occurrence

Complaints - any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a device after it is released for distribution. It requires the product to be returned, serviced or replaced.

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Incidents – Any malfunction or deterioration in the characteristics and/or performance of a device, as well as any inadequacy in the instructions for use which might lead to or might have led to the death of a patient or user or to a serious deterioration in their state of health.

Information must be brought to the attention of College Park Industries for Vigilance Reporting

Vigilance Reporting - System by which manufacturer notifies Competent Authorities of any malfunction or deterioration in the characteristics or performance of a device, or inadequacy of IFU or labelling which might lead to patient harm, or any issues resulting in a systematic recall of devices.

Warranty Returns

All product warranties must be returned to College Park industries for a full investigation.

Before shipping, please reference the Warranty Card for the RA process.

Additional Information that must be provided

- The date on which the Health Provider fit the patient with the product?
- Activity level of patient?
- Weight of patient?

Schedule:

Warranty Returns will be shipped to College Park Industries every 3-4 months, or at a minimum once each year.

COLLEGE PARK INDUSTRIES, INC. CORPORATE SEAL MICHIGAN

Distributor

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APPENDIX E

COLLEGE PARK INDUSTRIES, INC.
27955 College Park Drive
Warren, MI 48088
586-294-7950
586-294-0067 (fax)
800-294-0067 (fax)

WIRE TRANSFER INFORMATION

Send to:

Comerica Bank
32682 Franklin Road
Franklin, MI 48025
USA
248-626-2536
248-626-0622 (fax)
Officer – Tracey J. Krips

Account Number: 1851340222
Routing Number: 072000096
Phone: 248-626-2536
Swift Code: MNBDUS33

COLLEGE PARK INDUSTRIES, INC. CORPORATE SEAL MICHIGAN

GBR

Distributor

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APPENDIX F

CREDIT APPLICATION

T 800.728.7960 800.294.7960 | F 800.294.0067 800.294.0067 | E ar@college-park.com

college park

LTI

COMPANY INFORMATION

ALL NECESSARY INFORMATION MUST BE INCLUDED WITH THIS FORM. INCOMPLETE FORMS WILL NOT BE APPROVED.

BUSINESS NAME

TYPE ☐CORP ☐PARTNERSHIP/LLC ☐INDIVIDUAL ☐OTHER

FED TAX ID | EST(YR)

COMPANY OR OWNER(S) EVER BEEN BANKRUPT? ☐NO ☐YES, attach explanation

BILLING ATTN

SHIPPING ATTN

ADDRESS

ADDRESS

CITY | STATE/PROV

CITY | STATE/PROV

ZIP/POST | COUNTRY

ZIP/POST | COUNTRY

PHONE | FAX

PHONE | FAX

EMAIL (BILLING)

LANDLORD | YRS AT LOCATION

OWNER INFORMATION

1. NAME | TITLE | SSI

2. NAME | TITLE | SSI

3. NAME | TITLE | SSI

CREDIT REFERENCES

PLEASE LIST SUPPLIERS IN THE PROSTHETIC/ORTHOTIC TRADE

1. NAME | PHONE/FAX | ACCT#

2. NAME | PHONE/FAX | ACCT#

3. NAME | PHONE/FAX | ACCT#

BANK INFORMATION

BANK NAME

ATTN

CITY | STATE/PROV

PHONE | ACCT#

CREDIT POLICY

AUTHORIZES PAYMENT (NAME)

SIGNATURE

REQUESTED CREDIT AMOUNT: $

PAYMENT TERMS: Due Net 30 from date of invoice with approved credit. Prepayment with check, C.O.D., or credit card is allowed without approved credit. Credit increases must be approved by credit department. In the event any third parties are employed to collect any outstanding monies owed by us/business the above authorized person agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

INVOICING: The original invoice will be mailed separate from the order.

PAYMENTS: Please mail check to the mailing address indicated on any service invoice. A $30.00 service charge will be assessed for any returned check. Note: Please be advised that if payments are not received in a timely manner, you will be subject to charging of future orders until your line of credit removed.

CREDIT DEPARTMENT: The Credit Department is willing to work with you if a problem should arise. Communication without invites to avoid misunderstandings which could negatively use credit. Any credit questions may be addressed to the Credit Department.

College Park Industries, Inc., 2985 College Park Dr., Warren, MICHIGAN USA
Country Technology, Inc., 3280 Sippo Lake Rd., Hudson, MASSACHUSETTS USA

PERSONAL GUARANTEE

As an authorized officer, partner or sole proprietor of this company, I certify that the information supplied on this application is correct. The undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sum now or hereafter owed to College Park Industries, Inc. or Liberating Technologies, Inc. by the business identified below. As part of applying for credit, grant College Park Industries, Inc. or Liberating Technologies, Inc. permission to contact consumer credit reporting agencies, commercial credit reporting agencies, bank and trade references as necessary.

AUTHORIZED PAYMENT GUARANTEE (NAME)

SIGNATURE | SSI

ADDRESS

HOME PHONE | CELL

BUSINESS NAME TO GUARANTEE:

CREDIT DEPARTMENT USE ONLY

CREDIT LINE ☐APPROVED ☐DENIED AMT $

COMMENTS

COLLEGE PARK INDUSTRIES, INC. CORPORATE SEAL MICHIGAN

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APPENDIX G

EVALUATION PRODUCT PROGRAM

Upon execution of the Distributor Agreement – Distributor can offer their customers the opportunity to participate in the Evaluation Product Program

The Evaluation Product Program provides the Distributor's customers the opportunity to fit a product for a short term at no cost. The program objective is to assist in ordering the proper product with the correct size, fit, gait match, etc. (hereafter the "Evaluation Product Product"). Distributor/Customer understands that the Evaluation Product is only provided on a *temporary basis* for evaluation purposes and has not been specifically designed or fitted to the patient's exact needs and gait and the risk of serious injury remains. Customer KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, known and unknown, EVEN IF ARISING FROM ORDINARY AND GROSS NEGLIGENCE and assumes full responsibility for customer and patient's use of the Evaluation Product.

1. **TERM.** The evaluation product is used primarily to help your customers fit their patients. The evaluation product *is for a trial period up to thirty (30) days*. Attempts should be made to share the limited stock of evaluation products with your customers. A review of the distribution product selection will be reviewed on a case by case basis.
2. **DISTRIBUTOR/CUSTOMER AGREEMENT.** An example "Release Of Liability And Assumption Of Risk" form is attached. Please have customers sign this agreement when they agree to partake with the Evaluation Product Program (Exhibit G-1).
3. **NO WARRANTY.** Distributor/Customer understands and agrees that the Evaluation Product is provided "AS IS" and "WITH ALL FAULTS" without warranty of any kind expressed or implied. CPI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITHOUT RESPECT TO ANY CONFLICT OF LAWS. CPI DOES NOT WARRANT THAT THE USE IN WHOLE OR IN PART OF THE EVALUATION PRODUCT WILL BE INTERRUPTED OR ERROR FREE OR WILL MEET MY SPECIFIC REQUIREMENTS.
4. **This Agreement** covers each and every Evaluation Product that Distributor has been provided or will be provided in the future for Evaluation purposes only.
5. **HOLD HARMLESS.** Distributor/Customer shall defend, indemnify and hold harmless CPI from all claims brought against it which arise from the breach of my obligations under this Agreement or the Evaluation Program.
6. **CHOICE OF LAW/FORUM.** This Agreement shall be governed by and in accordance with the laws of the state of Michigan, USA. Any disputes arising out of this Agreement shall be resolved in the Macomb County Circuit Court, State of Michigan, or the federal district court for the Eastern District of Michigan.
7. **NO OTHER AGREEMENTS**. Distributor/customer understands and agrees that CPI makes no warranties—express or implied—as set forth above in connection with use of the Evaluation Product and no other promise or warranty whatsoever was made, either verbally or in writing by the CPI. All agreements regarding the subjects addressed herein, made on behalf of myself and my personal representatives, trustees, heirs, agents, and assigns, are as set forth herein. All prior or contemporaneous oral or written statements regarding the subject matter hereof, if any, are merged herein and extinguished.

COLLEGE PARK INDUSTRIES, INC. CORPORATE SEAL MICHIGAN

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APPENDIX G - 1

MEDICARE INTERNATIONAL (MEDICARE) &
COLLEGE PARK INDUSTRIES, INC (CPI)

EVALUATION PRODUCT PROGRAM
RELEASE OF LIABILITY AND ASSUMPTION OF RISK

CUSTOMER'S NAME _____ ("Customer")
ADDRESS: _____

The Evaluation Product Program provides the Customer and their patient the opportunity to fit a product for a short term at no cost. The program objective is to assist in ordering the proper product with the correct size, fit, gait match, etc. (hereafter the "Evaluation Product"). Customer understands that the Evaluation Product is only provided on a temporary basis for evaluation purposes and has not been specifically designed or fitted to the patient's exact needs and gait and the risk of serious injury remains. Customer KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, known and unknown, EVEN IF ARISING FROM THE ORDINARY AND GROSS NEGLIGENCE and assume full responsibility for my own and my patient's use of the Evaluation Product.

1. **TERM.** The product evaluation period is thirty (30) days (hereinafter the "trial period"). Products covered by this program are to be returned to MEDICARE at customer's expense. Products not returned within the trial period will be invoiced a late fee of $75.00 (USD) per month until the product(s) are returned.
2. **NO WARRANTY.** Customer understands and agrees that the Evaluation Product is provided "AS IS" and "WITH ALL FAULTS" without warranty of any kind expressed or implied. MEDICARE & CPI AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITHOUT RESPECT TO ANY CONFLICT OF LAWS. MEDICARE & CPI DOES NOT WARRANT THAT THE USE IN WHOLE OR IN PART OF THE EVALUATION PRODUCT WILL BE INTERRUPTED OR ERROR FREE OR WILL MEET MY SPECIFIC REQUIREMENTS.
3. **This Agreement** covers each and every Evaluation Product that Customer has been provided or will be provided in the future for Evaluation purposes only and on a temporary basis, not to exceed thirty (30) days.
4. **HOLD HARMLESS.** Customer shall defend, indemnify and hold harmless MEDICARE & CPI from all claims brought against it which arise from the breach of my obligations under this Agreement or the Evaluation Program.
5. **CHOICE OF LAW/FORUM.** This Agreement shall be governed by and in accordance with the laws of the state of Michigan, USA. Any disputes arising out of this Agreement shall be resolved in the Macomb County Circuit Court, State of Michigan, or the federal district court for the Eastern District of Michigan.
6. **NO OTHER AGREEMENTS.** Customer understands and agrees that MEDICARE & CPI makes no warranties—express or implied—as set forth above in connection with my use of the Evaluation Product and no other promise or warranty whatsoever was made, either verbally or in writing by MEDICARE & CPI. All agreements regarding the subjects addressed herein, made on behalf of myself and my personal representatives, trustees, heirs, agents, and assigns, are as set forth herein. All prior or contemporaneous oral or written statements regarding the subject matter hereof, if any, are merged herein and extinguished.

I, _____ (Print Name), HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY REPRESENTATION OR WARRANTY.

X_____ _____
Customer's Signature Date Signed

COLLEGE PARK INDUSTRIES, INC CORPORATE SEAL MICHIGAN

CPI _____
Distributor _____

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