

EXHIBIT A

GENERAL TERMS AND CONDITIONS

This **Exhibit A** sets forth the General Terms and Conditions that apply to the Agreement.

- 1. DEFINITIONS.** For purposes of the Agreement, the following capitalized terms will have the meanings shown below:
- 1.1** “**Affiliate**” will mean with respect to either Party, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such Party.
- 1.2** “**Agreement**” means the Agreement, including the Cover Page, the selected Exhibits, and any additional terms and conditions set forth in the websites or webpages that may be referenced in the selected Exhibits or any Attachments or Schedules to the Exhibits.
- 1.3** “**cGMP**” means current good manufacturing practices of the FDA, including compliance with the United States Federal Food, Drug and Cosmetic Act, as amended, 21 C.F.R. Part 820, and all applicable FDA rules, regulations, policies and guidelines in effect at a given time.
- 1.4** “**Company**” means the Party as more particularly identified on the Cover Page to the Agreement.
- 1.5** “**Company Contact**” means the person identified as such on the Cover Page
- 1.6** “**Confidential Information**” means information of any nature, including, without limitation, technical data; names and telephone numbers of customers or referred parties, investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals or trusts, or buyers and sellers; business, financial, and marketing plans; business roadmaps; present and future product and integration plans; information on strategic partnerships and alliances; and other technical and business information, and in any form (including, without limitation, written, magnetic or optical media, and oral and visual disclosures) disclosed by the disclosing Party to the receiving Party that: (a) is identified as confidential or proprietary with an appropriate, conspicuous marking; or (b) should reasonably have been understood by the receiving Party, because of the circumstances of disclosure or the nature of the information itself, to be proprietary or confidential to the disclosing Party or a Third Party. In the case of disclosure in non-documentary form made orally or by visual inspection, or a disclosure that is not identified as confidential or proprietary with an appropriate marking, the disclosing Party will have the right, or, if requested by the receiving Party, the obligation to confirm in writing the fact and general nature of each such disclosure within a reasonable time after it is made in order that it be treated as Confidential Information.
- 1.7** “**Cover Page**” means the first page of the Agreement containing, among other items, Party identifying information, identification of selected Exhibits, Initial and Renewal Term periods, and the signatures of the Parties.
- 1.8** “**Effective Date**” means the date of the Agreement as more particularly set forth on the Cover Page.
- 1.9** “**FDA**” means the United States Food and Drug Administration, and any successor agency.
- 1.10** “**Initial Term**” is as set forth on the Cover Page.
- 1.11** “**MAP**” means minimum advertised price.
- 1.12** “**MAP Policy**” means the policy set forth in **Exhibit C** containing the terms and conditions regarding the minimum advertised pricing for Products. A copy of PSI’s MAP Policy can also be found at <https://advocatemeters.com/wholesale-policies>.
- 1.13** “**Party**” means PSI or Company where referred to individually; and “**Parties**” means PSI and Company where referred to collectively.
- 1.14** “**Product(s)**” means PSI’s products and supplies as set forth in Exhibit B-1 or Exhibit B-3, as applicable.

- 1.15 “**PSI**” means Pharma Supply, Inc. as more particularly identified on the Cover Page to the Agreement.
- 1.16 “**PSI Contact**” means the person identified as such on the Cover Page.
- 1.17 “**Renewal Term**” is as set forth on the Cover Page.
- 1.18 “**Term**” is as set forth in Section 3.1.
- 1.19 “**Third Party(ies)**” means any person(s) or entity(ies) other than PSI or Company. The unhyphenated convention of Third Party will be used in this Agreement even in cases where the term “Third Party” is used as a modifier and would normally be hyphenated.
- 1.20 “**₹**” means United States Dollars.
- 1.21 The definitions set forth in this Section 1 will control each Party’s rights, duties, obligations under the Agreement, unless any such definition is expressly excluded or modified in another Exhibit or another part of the Agreement by a specific reference to the definition in this Section 1. For example, “the definition of the term “Widget” as used in this Exhibit Z expressly modifies and supersedes the definition of the term ‘Widget’ as defined in Section 1.45 of Exhibit A.”
- 1.22 Additional Definitions. Other capitalized words or phrases used in the Exhibits, Attachments, or Schedules to the Agreement may be defined in the context in which they are used and will have the respective meaning designated throughout the Agreement, Exhibits, Attachments, or Schedules, as applicable.
- 1.23 References to Sections, Exhibits, or Attachments in the Agreement will, unless the context indicates otherwise, be deemed to refer to the Sections, Exhibits, or Attachments of the Agreement.

2. RECALLS.

2.1 Product Recalls. In the event of an actual or threatened Recall of any Product required or recommended by a governmental agency or authority of competent jurisdiction, or if Recall of any Product is (a) reasonably deemed advisable by PSI, or (b) jointly deemed advisable by PSI and Company, such Recall will be promptly implemented and administered by PSI in a manner which is appropriate and reasonable under the circumstances and in conformity with accepted trade practices.

2.2 Notice of Events That May Lead to Product Recall. PSI will keep Company fully and promptly informed of any notification, event or other information, whether received directly or indirectly, which might affect the marketability, safety or effectiveness of Products or might result in a Recall of Products by the FDA.

2.3 Definition of Recall. For purposes of this Section 2, “**Recall**” means any action by PSI to recover title or possession or halt distribution or sales of Products sold or shipped to Third Parties. The term “**Recall**” also applies to Products which would have been subject to Recall if they had been sold or shipped.

2.4 Survival of Obligations. The provisions and obligations of this Section 2 will survive any termination of the Agreement.

3. TERM AND TERMINATION.

3.1 Term. Subject to the termination provisions set forth in the Agreement, the Initial Term is as set forth on the Cover Page commencing on the Effective Date. Unless earlier terminated pursuant to the Agreement, at the end of the Initial Term, the Agreement will automatically renew for successive Renewal Terms, the duration of each as set forth on the Cover Page, unless either Party provides ninety (90) days written notice to the other Party that the notifying Party does not intend to renew the Agreement. The Initial Term and all Renewal Terms, if any, will be constitute the “**Term**” of the Agreement.

3.2 Termination by Company. Company may terminate this Agreement, in whole or with regard to a specific Product, as applicable, immediately upon written notice in the event PSI commits a breach of any material provision of this Agreement which is not cured with sixty (60) days after receipt of written notice from Company.

3.3 Termination by PSI. PSI may terminate the Agreement, except as limited below, immediately upon written notice, in the event:

- 3.3.1** default in payment by Company, which the Company fails to cure within ten (10) days following its receipt of written notice from PSI;
- 3.3.2** any termination of the Agreement by Company without cause;
- 3.3.3** material default by Company in the performance of its obligations or in its representations or warranties under the

Agreement that is not cured within thirty (30) days of written notice from PSI; or

3.3.4 Company assigns this Agreement except as permitted in Section 9.5.

3.4 Bankruptcy; Insolvency. Either Party may, at its option and without notice, terminate the Agreement, effective immediately, in the event the other Party: (a) is unable to pay its debts generally as they become due; (b) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (c) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (d) seeks reorganization under any bankruptcy provision or consenting to the filing of a bankruptcy petition; or (e) is appointed a receiver, liquidator, trustee or assignee in bankruptcy or insolvency with respect to its assets, and such appointment is not vacated within sixty (60) days of the entry of the order of appointment.

3.5 Accrued Obligations. Termination of the Agreement for any cause will not release either Party from any obligation accrued prior to the effective termination date.

3.6 Outstanding Orders. Upon termination of the Agreement for any reason other than pursuant to Sections 3.3 or 3.4, PSI will fill all outstanding POs of Company for the Products, unless otherwise instructed by Company.

4. WARRANTIES.

4.1 Warranties of Each Party. As of the Effective Date, each Party warrants to the other Party as follows:

4.1.1 it is a corporation or entity duly organized and validly existing under the laws of the state or other jurisdiction of incorporation or formation, and will continue as such during the Term;

4.1.2 the execution, delivery and performance of the Agreement by such Party has been duly authorized by all requisite corporate action and does not require any shareholder action or approval;

4.1.3 it has the power and authority to execute and deliver the Agreement and to perform its obligations under the Agreement;

4.1.4 the execution, delivery and performance by such Party of the Agreement and its compliance with the terms and provisions does not and will not conflict with or result in a breach of any of the terms and

provisions of or constitute a default under (a) a loan agreement, guaranty, financing agreement, agreement affecting a product or other agreement or instrument binding or affecting it or its property; (b) the provisions of its charter or operative documents or bylaws; or (c) any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound;

4.1.5 it will monitor the effects of the Products after they have been approved for use, especially in order to identify and evaluate previously unreported adverse reactions; and

4.1.6 it will at all times comply with all applicable material laws and regulations relating to its activities under the Agreement.

4.2 Additional PSI Warranties. In addition to the warranties made by PSI in Section 4.1, PSI further warrants to Company that:

4.2.1 all Products are (i) free from defects; and (ii) conveyed free and clear of all liens and encumbrances arising from PSI's activities;

4.2.2 all Products supplied under the Agreement per the Specifications, if any, will be manufactured in accordance with the applicable FDA laws and regulations and cGMP, and will not be adulterated or misbranded while in PSI's possession; and

4.2.3 it has not and will not use in any capacity the services of any persons debarred under 21 U.S.C. § 335a(m) in connection with the manufacture or third-party inspection of the Products.

4.2.4 These warranties in Section 4.2 are personal to Company and Company's customers receive the standard manufacturer's warranties.

4.3 No Other Warranties.

4.3.1 EXCEPT FOR WARRANTIES EXPRESSLY MADE BY PSI IN SECTIONS 4.1 AND 4.2, OR ELSEWHERE IN THE AGREEMENT, PSI MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL), INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A

PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OR PSI'S OBLIGATIONS UNDER THE AGREEMENT.

4.3.2 EXCEPT FOR THE WARRANTIES MADE BY COMPANY IN SECTION 4.1 OR ELSEWHERE IN THE AGREEMENT, COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL) WITH RESPECT TO COMPANY'S OBLIGATIONS UNDER THE AGREEMENT.

5. INDEMNIFICATION.

5.1 Indemnification by PSI.

5.1.1 Subject to the applicable insurance coverage limits required under the provisions of Section 7.1, PSI will indemnify, defend and hold harmless Company, and its respective officers, directors, shareholders, employees, agents and representatives (each a "**Company Indemnified Party**") from any claims, losses, liabilities, costs, expenses (including reasonable attorney's fees) and damages to Third Parties, including any related to property or personal injury, (each a "**Liability**") arising directly out of (a) the breach of PSI's representations or warranties contained herein; (b) any violation by PSI of any applicable federal, state or local regulation, statute or order in the manufacture of Products arising out of PSI's duties under the Agreement which is not attributable to any labels or other printed materials that may be provided by Company or any of its Appointed Distributor(s); or (c) any grossly negligent or willful act or omission by PSI in carrying out its obligations under the Agreement.

5.1.2 Notwithstanding the foregoing, PSI will have no obligations to defend, indemnify or hold harmless any Company Indemnified Party for any Liability that results from the negligence, or the intentional or willful misconduct, of Company or any of its respective officers, directors, employees, agents, consultants or representatives.

5.1.3 Additionally, PSI will have no obligations to Company under Section 5.1 unless Company (a) gives PSI 15 days' written notice per Section 5.3.1 and (b) cooperates fully with PSI and its agents in defense of the claims or lawsuit or other

action. Company will have the right to participate in the defense of any such claim, complaint, suit, proceeding or cause of action referred to in Section 5.1.1 utilizing attorneys of its choice. However, Company will bear the costs associated with its participation.

5.2 Indemnification by Company.

5.2.1 In addition to any other Company indemnification obligations under the Agreement, Company will indemnify, defend and hold harmless PSI and its Affiliates, and each of its and their respective employees, officers, directors and agents (each, a "**PSI Indemnified Party**") from and against any Liability which the PSI Indemnified Party may incur, suffer or be required to pay resulting from or arising in connection with (a) the breach by Company of any representation or warranty contained in the Agreement; (b) the breach resulting from any printed materials or promotional claims provided by or made by Company or any of its agents related to the Products; (c) any breach of PSI's intellectual property rights or the licenses provided under the Agreement; or (d) any grossly negligent or willful act or omission by Company in carrying out its obligations under the Agreement.

5.2.2 Notwithstanding the foregoing, Company will have no obligation under the Agreement to indemnify, defend, or hold harmless any PSI Indemnified Party with respect to claims, demands, costs or judgments which result from willful misconduct or grossly negligent acts or omissions of PSI, or any of its respective officers, directors, employees, agents, consultants or representatives.

5.2.3 Additionally, Company will have no obligations to PSI under Section 5.2 unless PSI (a) gives Company 15 days' written notice per Section 5.3.1 and (b) cooperates fully with Company and its agents in defense of the claims or lawsuit or other action. PSI will have the right to participate in the defense of any such claim, complaint, suit, proceeding or cause of action referred to in Section 5.2.1 utilizing attorneys of its choice. However, PSI will bear the costs associated with its participation.

5.3 Conditions to Indemnification.

5.3.1 The obligations of the respective indemnifying Party under Sections 5.1 and 5.2 are conditioned upon the delivery of written notice to the indemnifying Party of any potential Liability within 15 days after the indemnified Party becomes aware of such potential Liability. The indemnifying Party will have the right to assume the defense of any suit or claim related to the Liability if it has assumed responsibility for the suit or claim in writing; however, if in the reasonable judgment of the indemnified Party, such suit or claim involves an issue or matter which could have a materially adverse effect on the business operations or assets of the indemnified Party, the indemnified Party may waive its rights to indemnity under the Agreement and control the defense or settlement thereof at its own expense, but in no event will any such waiver be construed as a waiver of any indemnification rights such Party may have at law or in equity. If the indemnifying Party defends the suit or claim, the indemnified Party may participate in (but not control) the defense thereof at its sole cost and expense.

5.4 Settlements. No Party may settle a claim or action related to a Liability without the consent of the other Party, if such settlement would impose any monetary obligation on the other Party or require the other Party to submit to an injunction or otherwise limit the other Party's rights under the Agreement. Except as otherwise expressly set forth in this Section 5.4, any payment made by a Party to settle any such claim or action will be at its own cost and expense.

6. LIMITATION OF LIABILITY. With respect to any claim by one Party against the other arising out of the performance or failure of performance of the other Party under the Agreement, the Parties expressly agree that the liability of such Party to the other Party for such breach will be limited under the Agreement or otherwise at law or equity to direct damages only and in no event will a Party be liable for, punitive, exemplary or consequential damages. The limitations set forth in this Section 6 will not apply with respect to the obligations of either Party to indemnify the other Party under the respective applicable provisions of Sections 5.1 or 5.2 in connection with a Liability to a Third Party.

7. INSURANCE.

7.1 PSI Insurance. PSI will maintain, at all times during the Term and for a period of three (3) years after the expiration or termination of the Agreement,

insurance coverage in commercially reasonable types and amounts given the PSI's business and its respective risks. Company-specific insurance requirements can be found in Exhibit B-1, Exhibit B-2, or Exhibit B-3, as applicable to the Agreement.

7.2 Proof of Coverage. Any insurance policies will contain waivers of the insurer's subrogation rights against the other Party (endorsement required and attached to the certificate of insurance). Upon reasonable written request, a Party will deliver to the other Party a current insurance and endorsements page reflecting the referenced coverages acknowledging that the other Party has been named as an additional insured and loss payee on all referenced policies with respect to liability arising out of the Party's obligations under the Agreement, and that no policy will be cancelled or materially changed without at least thirty (30) days prior written notice to the other Party.

8. CONFIDENTIALITY.

8.1 PSI Confidential Information. During the Term, and for a period of five (5) years following the expiration or termination of the Agreement, Company will not (i) modify, reverse engineer, de-compile, disassemble, or create derivative works; or (ii) use, copy, recreate or disclose to Third Parties (other than to Company's directors, officers, members, employees, independent contractors, professional advisors, consultants, or agents with a need to know) PSI's Confidential Information. The five (5) year limitation of the preceding sentence will not apply, and the obligations to not (i) modify, reverse engineer, de-compile, disassemble, or create derivative works; or (ii) use, copy, recreate or disclose PSI's Confidential Information and the obligations to maintain confidentiality with respect to any (i) software programs (whether in source code or object code format) or unpublished patent applications disclosed under the Agreement will be perpetual and with respect to any (ii) trade secrets disclosed under the Agreement, and identified as a trade secret at the time of disclosure, , will last for so long as any such Confidential Information remains a trade secret under applicable state, federal, international law.

8.2 Customer Confidential Information. During the Term, PSI will not disclose to Third Parties (other than to PSI's directors, officers, employees, independent contractors, professional advisors, consultants, or agents with a need to know) Company's Confidential Information.

8.3 Exclusions. The provisions of Sections 8.1 and 8.2 impose no obligation on the respective receiving Party with respect to information for which the

receiving Party can clearly establish such information (a) was in the possession of or was known by the receiving party without an obligation to maintain its confidentiality prior to its receipt from the disclosing party; (b) is or becomes generally known to the public without violation of the Agreement; (c) is obtained from a third party having the right to disclose it without an obligation of confidentiality; or (d) was independently developed without participation of individuals who have had access to the other party's Confidential Information. The receiving party may disclose the disclosing Party's Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided it gives the disclosing Party written notice of the proposed disclosure with sufficient time for the disclosing Party to seek a protective order or other appropriate relief. Each Party will notify, inform and bind its employees to all limitations, duties and obligations regarding use, access to and nondisclosure of Confidential Information.

9. MISCELLANEOUS.

9.1 Entire Agreement; Amendment. The Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter. The Agreement may not be amended, except by a writing signed by both Parties.

9.2 Product Expiration Dates. A number of Products contain expiration dates, use by dates, or a have specific shelf life. Company should ensure these limitations are taken into account when ordering Products. Further, due to the chemical nature of glucose test strips, special care and handling is required. Test strips have a specific "shelf-life" and Company should consider this when deciding how many to order. Test strips are also sensitive to extreme temperatures, so Company should ensure someone is available to receive the Order promptly. Refer to the instructions for use included with test strips for specific information regarding storage requirements.

9.3 Additional or Preprinted Terms. Any additional provisions, terms, or conditions, including any preprinted or boilerplate terms or conditions, on any documents, including but not limited to, purchase orders, invoices, acknowledgements, or other similar documents, issued by the Parties are hereby deleted and declared null and void.

9.4 Governing Law; Venue. All rights and obligations under the Agreement will be governed by the laws of

the State of Florida (without giving effect to principles of conflicts-of law or choice-of-law). Each Party voluntarily consents that any action under the Agreement may only be brought in the federal or state courts in West Palm Beach (Palm Beach County), Florida. Each Party further waives any objection to jurisdiction and venue of any action instituted and will not assert any defense based on lack of jurisdiction or venue or based upon forum non-conveniens. The Parties further acknowledge that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. Notwithstanding anything to the contrary in this Section 943, either Party may seek equitable or injunctive relief to prevent irreparable harm (e.g., inappropriate use or disclosure of a Party's Confidential Information) in any court of competent jurisdiction.

9.5 Waiver of Jury Trial. WITH RESPECT TO ANY LITIGATION ARISING OUT OF AN ORDER OR THE AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL AND AGREE THAT ANY SUCH LITIGATION WILL BE TRIED BY A JUDGE WITHOUT A JURY.

9.6 Binding Nature and Assignment. The Agreement is binding on and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party may assign the Agreement without the prior written consent of the other Party, which consent will be not unreasonably withheld or delayed, and except that this prohibition will not include any transfer by merger, acquisition, stock transfer or other consolidation of PSI with another entity. Except as provided in the preceding sentence, any assignment attempted without the written consent of the other party will be void.

9.7 Relationship of the Parties. Both Parties are independent contractors under the Agreement. Nothing in the Agreement will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

9.8 Notices. Any notice, consent or other communication in connection with the Agreement will be in English and in writing and may be delivered in person, by mail, by e-mail, or by facsimile, to the PSI Contact or Company Contact, as applicable. If

hand delivered, the notice will be effective upon delivery. If sent by United States mail, the notice will be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, or upon acknowledged receipt if sent by internationally recognized overnight carrier, addressed appropriately to the intended recipient at the address set forth on the Cover Page. If sent by facsimile or e-mail, the notice will be effective upon acknowledgement of receipt by the receiving Party. Either Party may change its address for notice by notifying the other Party in accordance with the provisions of this Section 9.8.

9.9 Contact Person.

9.9.1 PSI Contact will act as PSI's designee and the primary point of contact for Company for all matters relating to the Agreement.

9.9.2 Company Contact will act as Company's designee and the single point of contact for PSI with respect to all matters relating to the Agreement.

9.10 Force Majeure. PSI will not be liable in any manner for failure or delay of performance of all or part of the Agreement, directly or indirectly, owing to acts of God, applicable orders or restrictions by a governmental authority, strikes or other labor disturbances, riots, embargoes, power failures, telecommunication line failures, revolutions, wars, fires, floods, hurricanes, typhoons, earthquakes, or any other causes or circumstances beyond PSI's reasonable control (including, without limitation, PSI's inability to obtain, from a Third Party, sufficient quantities of Products needed to meet its obligations under the Agreement). PSI, however, in the case of such delay or failure, will give prompt notice to Company and will exert reasonable efforts to remove the causes or circumstances of nonperformance with reasonable dispatch.

9.11 Headings. The Section headings and captions are for reference and convenience only and will not be considered in the interpretation of the Agreement.

9.12 Severability. If any provision of the Agreement is held to be illegal, invalid, void, excessive, or unenforceable by any court or tribunal of competent jurisdiction under present or future law effective during the Term, such provision will be fully severable and the Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part of the Agreement, and the remaining provisions will remain in full force and effect and will not be affected by the illegal, invalid or

unenforceable provision or by its severance from the Agreement. In addition, the Parties will revise the offending term or provision to be enforceable and, if possible, replaced by a term or provision which, so far as practicable, achieves the similar and legitimate aims of the Parties.

9.13 Conflicting Terms. In the event of any conflict or inconsistency between or among the terms and conditions in any of the selected Exhibits or Attachments, the provisions of these General Terms and Conditions (Exhibit A), if applicable, will control.

9.14 Waiver. All waivers must be in writing and signed by the Party waiving its rights. The failure of either Party to require performance by the other Party of any of that other Party's obligations will in no manner affect the right of such Party to enforce the same at a later time. No waiver by any Party of any condition, or of the breach of any provision, term, representation or warranty contained in the Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such condition or breach, or of any other condition or of the breach of any other provision, term, representation or warranty under the Agreement

9.15 Attorneys' Fees. If any legal action or other proceeding, including any appeal(s), is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

9.16 No Third-Party Beneficiaries. The Agreement is exclusively for the benefit of the Parties and is not intended to confer any legal rights or benefits on any Third Party and that there are no Third-Party beneficiaries to the Agreement.

9.17 Financial Due Diligence. As further set forth in Exhibit E, if applicable, Company authorizes PSI to obtain periodic credit reports on Company and to seek further assurances from Company to confirm Company's ability to make timely payment amounts due under the Agreement. In addition, PSI may, in its sole discretion, require a personal guaranty of payment for the Agreement from Company's officers or members.

9.18 Counterparts. The Agreement may be executed in one or more counterparts each of which will be considered an original and all of which will constitute together the same document.

9.19 Compliance with Laws. In performing its respective obligations under the Agreement, PSI and Company will comply with all applicable laws, including any export/import laws and regulations.

9.20 Survival of Provisions. All provisions of the Agreement setting forth representations or warranties by either Party; providing for indemnification or limitation of, or protection against liability of either Party; setting out confidentiality, non-solicitation obligations, all payment obligations which accrued prior to termination; provisions expressly stated as surviving; the general provisions of this Section 9 together with those other Sections of the Agreement the survival of which are necessary for the interpretation or enforcement of the Agreement will survive the termination, cancellation or expiration of the Agreement.

9.21 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

9.22 Language. The Agreement has been written in the English language and it may be translated, for convenience, into other languages. However, in case of error or disagreement, the executed English language version will be the version to be used for

legal interpretation and will be the prevailing document.

9.23 Disclosure of Agreement. Neither Company nor PSI will release to any Third Party or publish in any way any non-public information with respect to the terms of the Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided, however, that either Party may disclose the terms of the Agreement to the extent required to comply with applicable laws; provided, however, that prior to making any such disclosure, the Party intending to disclose the terms of the Agreement will (a) provide the non-disclosing Party with written notice of the proposed disclosure and an opportunity to review and comment on the intended disclosure which is reasonable under the circumstances and (b) will seek confidential treatment for as much of the disclosure as is reasonable under the circumstances, including, without limitation, seeking confidential treatment of any information as may be requested by the non-disclosing Party.

9.24 Publicity. Subject to Section 9.23, all publicity, press releases and other announcements relating to the Agreement or the transactions contemplated by the Agreement will be reviewed in advance by, and will be subject to the written approval of, both Parties.

Seen and Agreed: _____, 20____.

COMPANY

By: _____

Printed Name: _____

Title: _____