# GLOBAL D2C & B2B DISTRIBUTION AGREEMENT

**(HEARFIT / EARZIQ)**

This Global D2C & B2B Distribution Agreement (this "Agreement") is entered into as of **[Effective Date]** (the "Effective Date"), by and between:

| | |
|---|---|
| **Distributor:** | Clinic Management Services Inc., DBA HearFIT (including Earziq)<br>1155 North Service Road, Office 11<br>Oakville, Ontario L6M 3E3, CANADA<br>Email: info@hearfit.ca \| Telephone: +1 416-840-7069 |
| **Manufacturer:** | [Manufacturer Legal Name]<br>[Manufacturer Address]<br>[Country]<br>[Email] \| [Telephone] |

HearFIT and Manufacturer may be referred to individually as a "Party" and collectively as the "Parties".

**RECITALS**

WHEREAS, Manufacturer develops, manufactures, owns, and/or controls the distribution rights to certain products and related branding, intellectual property, and marketing materials;

WHEREAS, HearFIT operates omnichannel e-commerce and distribution businesses, including direct-to-consumer and business-to-business sales through its websites, marketplace accounts, clinics, retail partners, and distribution network (including under the Earziq brand);

WHEREAS, Manufacturer wishes to appoint HearFIT as an authorized distributor and HearFIT wishes to purchase, market, distribute, and resell the Products (as defined below) subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

**1.1** Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

**1.2** Agreement includes this document and all Schedules and Exhibits as amended in writing.

**1.3** Channels includes all distribution, sales, and marketing channels, whether online or offline, including HearFIT and Earziq websites, third-party marketplaces, clinics, wholesale, institutional, and retail channels.

**1.4** Confidential Information means all non-public information disclosed by or on behalf of a Party, including pricing, forecasts, customer data, sales data, product roadmaps, marketing plans, and technical information.

**1.5** Data Protection Laws means applicable privacy and data protection laws, including GDPR, UK GDPR, the EU ePrivacy Directive, CCPA/CPRA, applicable U.S. state privacy laws, and Canadian privacy laws including PIPEDA.

**1.6** Earziq means HearFIT's affiliated brand and storefront identity used by HearFIT.

**1.7** Intellectual Property or IP means all trademarks, trade names, logos, copyrights, patents, designs, trade secrets, and other intellectual property rights.

**1.8** MAP Policy means any lawful minimum advertised price policy published by Manufacturer applicable to advertising of Products (see Exhibit 1).

**1.9** Order means a purchase order or written ordering instrument issued by HearFIT and accepted by Manufacturer.

**1.10** Personal Data has the meaning given under GDPR and includes information relating to an identified or identifiable natural person.

**1.11** Products means the products and SKUs listed in Schedule A, including replacements, successors, accessories, and packaging, as updated in writing.

**1.12** Territory means worldwide, subject only to export control laws, sanctions, and any explicit written restrictions in Schedule B.

**1.13** Terms and Conditions means Exhibit 3 (Terms and Conditions of Working with HearFIT and Earziq).

**1.14** Interpretation: including means including without limitation; headings do not affect interpretation; order of precedence is: (i) signed Order Form/SOW, (ii) this Agreement, (iii) Schedules, (iv) Exhibits.

## 2. APPOINTMENT; GRANT OF RIGHTS

2.1 Appointment. Manufacturer appoints HearFIT as an authorized distributor of the Products in the Territory for sale through all Channels. HearFIT accepts such appointment.

2.2 Scope of Rights. Manufacturer grants HearFIT the right to purchase Products for resale; market, advertise, promote, display, list, and resell Products; distribute through any Channels; appoint sub-distributors, resellers, clinics, and fulfillment partners; bundle Products; and create localized listings and derivative marketing materials, subject to Section 10.

2.3 Non-Exclusivity. Unless expressly stated in Schedule B, this Agreement is non-exclusive. Any exclusivity must be expressly agreed, conditional on performance, and revocable as set forth in Schedule B.

2.4 No Agency. HearFIT is an independent contractor. Neither Party has authority to bind the other.

2.5 Reservation of Rights. Except as expressly granted, each Party retains all right, title, and interest in its IP and business operations.

## 3. TERM; RENEWAL

3.1 Initial Term. This Agreement commences on the Effective Date and continues for five (5) years (the Initial Term).

3.2 Automatic Renewal. After the Initial Term, this Agreement automatically renews for successive one (1) year terms unless either Party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

3.3 Survival. Sections intended to survive (including IP, confidentiality, indemnities, limitation of liability, audit, dispute resolution, and payment obligations) survive termination or expiration.

## 4. COMMERCIAL MODEL; CHANNEL RIGHTS

4.1 D2C and B2B. HearFIT may sell Products directly to consumers and to business customers, including clinics and retail partners.

4.2 Marketplace Sales. HearFIT may list Products on third-party marketplaces and use marketplace fulfillment programs where commercially appropriate.

4.3 Clinics and Healthcare Channels. HearFIT may distribute Products through clinics and healthcare providers and may provide training, displays, and point-of-sale materials.

4.4 Earziq Branding. HearFIT may market and sell Products under HearFIT and/or Earziq storefronts, provided Manufacturer's brand integrity is maintained.

## 5. PRODUCTS; QUALITY; CHANGE CONTROL

5.1 Product Specifications. Manufacturer shall supply Products that conform to the specifications, documentation, and certifications in Schedule A.

5.2 No Material Changes Without Notice. Manufacturer shall not make any material change to Product design, components, packaging, labeling, firmware/software (if applicable), certifications, or country of origin without at least sixty (60) days' prior written notice to HearFIT and written approval where the change affects compliance, performance, or claims.

5.3 Discontinuations. Manufacturer shall provide at least ninety (90) days' written notice prior to discontinuing any Product, except where required by law or safety concerns.

5.4 Quality Management. Manufacturer shall maintain a documented quality management system appropriate for the Products (ISO 9001 and/or ISO 13485 where applicable) and provide evidence upon request.

## 6. ORDERING; FORECASTS; ACCEPTANCE

6.1 Forecasts. HearFIT may provide non-binding forecasts. Manufacturer shall use commercially reasonable efforts to support forecasted demand, including maintaining adequate capacity and inventory.

6.2 Orders. HearFIT will issue Orders. Manufacturer shall accept or reject an Order in writing within five (5) business days. If Manufacturer fails to respond, the Order is deemed accepted.

6.3 Cancellations/Changes. HearFIT may cancel or modify an Order prior to written acceptance without penalty. After acceptance, changes require mutual agreement; however, HearFIT may cancel without penalty if Manufacturer misses lead times, fails compliance requirements, or materially changes Products contrary to Section 5.

6.4 MOQs. Any minimum order quantities must be stated in Schedule C or the Order. No MOQ applies unless expressly agreed.

6.5 Backorders. Manufacturer shall not backorder without HearFIT's written consent and shall provide expected ship dates for any delayed items.

## 7. PRICING; PAYMENT; TAXES; PRICE PROTECTION

7.1 Pricing. Wholesale pricing is set forth in Schedule C. Manufacturer warrants pricing to HearFIT is not less favorable than pricing to similarly situated distributors for comparable volumes/channels, subject to lawful constraints.

7.2 Payment Terms. Payment terms are set forth in Schedule C. HearFIT may deduct or offset amounts owed by Manufacturer to HearFIT (including credits, chargebacks, returns, marketing allowances, penalties, and indemnified costs) against amounts payable to Manufacturer to the maximum extent permitted by law.

7.3 Taxes. Prices exclude taxes unless expressly stated. Manufacturer is responsible for taxes imposed on Manufacturer. HearFIT is responsible for sales taxes it is legally required to collect and remit in connection with resale, subject to valid exemptions.

7.4 Price Protection. If Manufacturer reduces wholesale prices or offers materially better net pricing to other channels for the same Products, Manufacturer shall provide price protection and/or retroactive credits for on-hand inventory and open Orders.

7.5 Invoicing. Invoices must include Order number, SKU, quantity, unit price, Incoterms, shipping charges (if applicable), and applicable taxes. Disputed amounts may be withheld pending resolution without constituting late payment.

## 8. DELIVERY; TITLE; RISK; INCOTERMS; DROP-SHIP

8.1 Delivery Terms. Delivery terms (Incoterms 2020) and delivery locations are specified in Schedule C or the applicable Order.

8.2 Title and Risk of Loss. Title and risk of loss pass per the agreed Incoterms. Manufacturer remains responsible for loss or damage resulting from improper packaging, labeling, or nonconforming shipment documentation.

8.3 Packaging and Labeling. Manufacturer shall package Products for safe international transit and ensure labeling complies with destination-market laws (including language and safety labeling requirements).

8.4 Documentation. Manufacturer shall provide commercial invoices, packing lists, certificates of origin, certifications, and any documents required for customs clearance and compliance.

8.5 Drop-Ship. If drop-ship is used, Manufacturer shall meet service levels for pick/pack/ship, tracking, and customer experience as set forth in Exhibit 3.

## 9. INSPECTION; ACCEPTANCE; RETURNS; NONCONFORMING PRODUCTS

9.1 Inspection Period. HearFIT may inspect shipments for thirty (30) days after receipt (or longer for latent defects). Payment does not constitute acceptance.

9.2 Nonconforming Products. Products are nonconforming if defective, damaged, incomplete, mislabeled, not as ordered, non-compliant, or otherwise fail to meet specifications or warranties.

9.3 Remedies. For nonconforming Products, HearFIT may reject and return for full refund; require replacement at Manufacturer's expense; require rework/repair; and/or obtain credits including shipping, handling, and reasonable administrative costs.

9.4 Returns. Commercial return policies (DOA, restocking, warranty returns) are set out in Exhibit 3. Any restocking fee requires HearFIT's prior written consent.

9.5 Chargebacks. HearFIT may issue chargebacks for nonconforming Products, late deliveries, missing documentation, customer claims, and marketplace penalties attributable to Manufacturer, consistent with Exhibit 3.

## 10. INTELLECTUAL PROPERTY; BRAND; CONTENT RIGHTS

10.1 Brand License. Manufacturer grants HearFIT and its Affiliates a non-exclusive, worldwide, royalty-free license during the Term (and any sell-off period) to use Manufacturer IP solely to market, advertise, distribute, and sell Products across all Channels and languages.

10.2 Content License and Derivatives. Manufacturer grants HearFIT a worldwide, royalty-free license to use, reproduce, display, distribute, and create derivative works from Manufacturer-supplied product content, images, videos, manuals, case studies, testimonials, and marketing assets to support sales and customer support. HearFIT may localize, edit, and format such materials.

10.3 Official Distributor Listing. Manufacturer shall list HearFIT as an official authorized distributor on Manufacturer's website and keep such listing current.

10.4 Ownership. Manufacturer retains ownership of Manufacturer IP; HearFIT retains ownership of HearFIT IP and all original marketing materials created by HearFIT (excluding Manufacturer IP embedded therein).

10.5 Infringement. Manufacturer is responsible for ensuring Products and Manufacturer IP do not infringe third-party rights and shall indemnify HearFIT pursuant to Section 16.

## 11. MARKETING SUPPORT; PROMOTIONS; CO-OP

11.1 Marketing Support. Manufacturer shall provide commercially reasonable support to drive sell-through, including promotional calendars, product training, launch support, and timely delivery of marketing assets.

11.2 Promotions. Manufacturer shall provide at least thirty (30) days' advance written notice of Manufacturer-initiated promotions and coordinate with HearFIT to prevent channel conflict.

11.3 Co-Op and MDF. Any market development funds, co-op advertising, rebates, or promotional allowances shall be set out in Schedule C or a written addendum.

11.4 Claims Substantiation. Manufacturer is solely responsible for substantiation of product performance claims and compliance with advertising laws and shall provide substantiation files upon request.

## 12. PRICING GOVERNANCE; MAP; COMPETITION-LAW COMPLIANCE

12.1 Compliance with Competition Laws. The Parties shall comply with applicable antitrust and competition laws. Nothing in this Agreement requires unlawful resale price maintenance or price fixing.

12.2 Resale Price Discretion. HearFIT retains the independent right to set its own resale prices at all times.

12.3 MAP Policy. If Manufacturer issues a lawful MAP Policy, HearFIT will use commercially reasonable efforts to support compliance across Channels. Enforcement remains Manufacturer's responsibility unless otherwise agreed in writing.

12.4 Channel Integrity. Manufacturer shall not knowingly supply Products to unauthorized sellers or permit channel leakage that materially undermines HearFIT's ability to sell Products profitably.

12.5 Notice of Pricing Changes. Manufacturer shall provide at least ninety (90) days' notice of wholesale price increases and at least thirty (30) days' notice of MSRP/RRP changes.

## 13. REGULATORY; PRODUCT COMPLIANCE; DOCUMENTATION

13.1 Compliance with Laws. Manufacturer shall ensure Products comply with all applicable laws and regulations in markets where Products are sold, including (as applicable) FDA/FTC (U.S.), Health Canada (Canada), CE marking and EU MDR (EU), FCC/ISED, and environmental and chemical regulations (e.g., RoHS/REACH).

13.2 Certifications and Technical Files. Manufacturer shall provide and maintain current certifications, declarations, test reports, labeling, manuals, and technical documentation required for legal sale and importation.

13.3 Product Traceability. Manufacturer shall maintain lot/batch traceability and provide serial/lot information as reasonably requested for safety and recall management.

13.4 Import/Export; Sanctions. Manufacturer shall comply with export controls and sanctions; HearFIT may restrict sales to sanctioned territories or restricted parties.

13.5 Medical/Health Claims. Where Products are medical devices or health-related, Manufacturer shall ensure claims are lawful and supported and will be responsible for applicable registrations/listings unless expressly agreed otherwise.

## 14. WARRANTIES

14.1 Manufacturer Warranties. Manufacturer warrants Products are new and authentic; conform to specifications; free from defects; comply with laws; do not infringe third-party rights; and are merchantable and fit for their intended purpose.

14.2 Warranty Term. Manufacturer shall provide a minimum warranty period of [insert months/years] unless otherwise specified in Schedule A.

14.3 Pass-Through and Administration. Manufacturer authorizes HearFIT to pass through warranties to end customers and to administer warranty returns consistent with Exhibit 3.

14.4 Unlawful Disclaimers Void. Any disclaimers must be lawful in each market; unlawful disclaimers are void.

14.5 Reimbursement. Manufacturer shall reimburse HearFIT for reasonable costs associated with defective Products, including shipping, handling, labor, marketplace penalties, refunds, and customer remediation.

## 15. INSURANCE

15.1 Coverage. Manufacturer shall maintain Commercial General Liability (including completed operations), Product Liability, Product Recall (as applicable), and Cyber Liability insurance with reputable insurers.

15.2 Limits. Limits shall be no less than USD/CAD $5,000,000 per occurrence and in the aggregate (or higher if required by channel partners).

15.3 Additional Insured. HearFIT and its Affiliates shall be named as additional insureds on CGL and Product Liability policies on a primary and non-contributory basis.

15.4 Certificates. Manufacturer shall provide certificates of insurance and endorsements upon request and provide at least thirty (30) days' notice of cancellation or material change.

15.5 Failure to Maintain. Failure to maintain required insurance is a material breach; HearFIT may procure replacement coverage at Manufacturer's cost and offset amounts owed.

## 16. INDEMNIFICATION; DEFENSE

16.1 Manufacturer Indemnity. Manufacturer shall indemnify, defend, and hold harmless HearFIT and its Affiliates from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Products (including defects and labeling), breach of warranties, violation of laws, IP infringement, marketing claims, recalls, data breaches attributable to Manufacturer, and acts/omissions of Manufacturer or its subcontractors.

16.2 Defense and Settlement. HearFIT may choose counsel and control defense where commercially necessary. Manufacturer shall not settle without HearFIT's written consent if settlement imposes obligations on HearFIT.

16.3 Additional Remedies. Indemnification is in addition to all other remedies at law or equity.

## 17. PRODUCT SAFETY; RECALLS; FIELD ACTIONS

17.1 Immediate Notice. Manufacturer shall notify HearFIT within 24 hours of any known or suspected safety issue, adverse event trend, regulatory inquiry, product seizure, or potential recall/field action.

17.2 Recall Responsibility. Manufacturer is solely responsible for initiating and managing recalls/field actions, including regulatory reporting, customer communications (subject to HearFIT review), product replacement, returns processing, and remediation.

17.3 Costs. Manufacturer shall bear all recall-related costs, including shipping, refunds, replacements, handling, labor, marketplace penalties, third-party processing, and reasonable internal administrative costs incurred by HearFIT.

17.4 Public Statements. No Party shall make public statements regarding a recall without the other Party's consent, except as required by law; HearFIT may act unilaterally to protect customers and comply with channel requirements.

17.5 Cooperation. Manufacturer shall provide traceability information and cooperate fully with HearFIT and authorities.

## 18. AUDIT; RECORDS; RIGHT TO INSPECT

18.1 Audit Rights. HearFIT may audit Manufacturer records reasonably necessary to verify compliance with this Agreement, including pricing, promotions, supply chain integrity, authorized distribution, certifications, and indemnity-supporting documentation.

18.2 Frequency. Audits may occur up to twice per year unless a material breach or compliance issue is suspected.

18.3 Inspection. HearFIT may inspect Manufacturer facilities, quality systems, and production processes upon reasonable notice, including through a third-party auditor.

18.4 Remediation. Manufacturer shall remediate findings promptly at its cost. Failure to cooperate is a material breach.

## 19. CONFIDENTIALITY; NON-DISCLOSURE; INJUNCTIVE RELIEF

19.1 Protection. Each Party shall protect the other Party's Confidential Information using at least reasonable care.

19.2 Permitted Disclosures. Disclosure is permitted to Affiliates, employees, and advisors with a need to know and who are bound by confidentiality obligations, and as required by law.

19.3 Exclusions. Confidential Information excludes information that is public without breach, independently developed, or rightfully received from a third party.

19.4 Injunctive Relief. Breach may cause irreparable harm; HearFIT may seek injunctive relief without posting bond, in addition to other remedies.

## 20. DATA PROTECTION; CUSTOMER DATA; SECURITY

20.1 Data Roles. If Personal Data is shared, the Parties will determine their roles and execute a DPA if required by Data Protection Laws.

20.2 Ownership. Customer relationship data and platform analytics generated by HearFIT are HearFIT Confidential Information and proprietary business data.

20.3 Restrictions. Manufacturer shall not use HearFIT customer data for direct marketing or to build competing customer lists without HearFIT's written consent, except where permitted by law.

20.4 Security. Manufacturer shall maintain appropriate security measures and notify HearFIT without undue delay of any security incident affecting Products or shared data.

## 21. ETHICS; COMPLIANCE; CODE OF CONDUCT

21.1 Code of Conduct. Manufacturer shall comply with Exhibit 2.

21.2 Anti-Corruption. Manufacturer shall comply with anti-corruption laws including the U.S. FCPA and Canada's CFPOA and shall not offer or accept improper payments, kickbacks, or bribes.

21.3 Sanctions. Manufacturer shall comply with sanctions and export control laws.

21.4 Human Rights. Manufacturer represents it does not use forced labor or child labor and shall comply with applicable supply-chain transparency laws.

21.5 Conflicts. Manufacturer shall disclose conflicts of interest that could impact performance.

## 22. NON-SOLICITATION; NON-CIRCUMVENTION; CHANNEL PROTECTION

22.1 Non-Solicitation. During the Term and for twelve (12) months thereafter, Manufacturer shall not solicit HearFIT customers introduced through HearFIT for direct sales of substantially similar Products, except through HearFIT or with HearFIT's written consent.

22.2 No Circumvention. Manufacturer shall not use HearFIT Confidential Information, pricing strategy, or channel relationships to circumvent HearFIT.

22.3 Unauthorized Sellers. Manufacturer shall use commercially reasonable efforts to prevent supply to unauthorized sellers that materially harm HearFIT's ability to sell Products.

## 23. LIMITATION OF LIABILITY

23.1 No Consequential Damages. To the maximum extent permitted by law, HearFIT is not liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or business interruption.

23.2 Cap. HearFIT's aggregate liability shall not exceed amounts paid by HearFIT to Manufacturer under this Agreement in the six (6) months preceding the event giving rise to the claim.

23.3 Carve-Outs. The limitations do not limit Manufacturer obligations under warranties, insurance, indemnification, recalls, confidentiality, and data protection.

## 24. TERMINATION; SUSPENSION

24.1 Convenience. HearFIT may terminate for any reason on sixty (60) days' written notice.

24.2 Cause. Either Party may terminate for material breach not cured within fifteen (15) days after written notice; HearFIT may terminate immediately for safety, regulatory non-compliance, IP infringement, fraud, bribery, data breach, reputational harm, or failure to maintain insurance.

24.3 Suspension. HearFIT may immediately suspend purchases and/or listings for suspected safety, compliance, or reputational issues.

24.4 Effect. Upon termination, outstanding amounts become due; HearFIT may sell off remaining inventory for up to twelve (12) months; Manufacturer shall continue to support warranties; and Manufacturer shall honor approved returns and warranty claims.

24.5 Buyback. If required by Schedule C or an Order, Manufacturer shall repurchase unsold inventory at HearFIT landed cost plus reasonable handling fees.

24.6 Transition Assistance. Manufacturer shall provide reasonable transition assistance.

## 25. FORCE MAJEURE

25.1 Neither Party is liable for delay due to events beyond reasonable control (e.g., natural disasters, war, embargo, pandemic). The affected Party shall notify the other and resume performance as soon as practicable. Payment obligations are not excused.

## 26. NOTICES

26.1 Notices must be in writing and delivered by personal delivery, courier, or email with confirmation of receipt. Notices to HearFIT must be sent to info@hearfit.ca.

## 27. GOVERNING LAW; DISPUTE RESOLUTION; VENUE

27.1 Governing Law. Except where prohibited by mandatory local law, this Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding conflict-of-law rules.

27.2 Mandatory Local Law. Mandatory consumer protection, privacy, product safety, or competition laws may apply to sales in a jurisdiction notwithstanding Section 27.1.

27.3 Dispute Resolution. The Parties will attempt good-faith executive negotiation. If unresolved within thirty (30) days, HearFIT may elect binding arbitration seated in Toronto, Ontario under ICC Rules or litigation in Ontario courts. HearFIT may seek injunctive relief in any competent court.

27.4 Enforcement. Manufacturer consents to enforcement of judgments/arbitral awards in any jurisdiction where Manufacturer has assets.

## 28. MISCELLANEOUS

28.1 Entire Agreement. This Agreement (including Schedules and Exhibits) constitutes the entire agreement and supersedes prior discussions.

28.2 Amendments. Amendments must be in writing and signed by both Parties; operational updates to Exhibit 3 may be made by HearFIT upon written notice where necessary to comply with marketplace or clinic requirements, provided such updates do not materially alter pricing without mutual agreement.

28.3 Assignment. Manufacturer may not assign without HearFIT's consent. HearFIT may assign to an Affiliate or successor in connection with a merger, acquisition, or sale of assets.

28.4 Severability. If a provision is invalid, the remainder remains effective and the Parties will replace the invalid provision with a lawful one closest to the original intent.

28.5 Counterparts; Electronic Signature. This Agreement may be executed in counterparts and by electronic signature.

28.6 Language. English governs; translations are for convenience only.

## SCHEDULE A - PRODUCTS; SPECIFICATIONS; CERTIFICATIONS

A1. Product List (attach SKU table).

A2. Specifications (dimensions, materials, technical specs, compatibility).

A3. Packaging and Labeling Requirements (including languages).

A4. Certifications and Declarations (e.g., CE/MDR, FCC, ISED, RoHS/REACH, Health Canada where applicable).

A5. Warranty Term and Warranty Service Process.

A6. Approved Claims and Required Disclaimers (substantiation file references).

## SCHEDULE B - TERRITORY; EXCLUSIVITY (IF ANY); PERFORMANCE REQUIREMENTS

B1. Territory: Worldwide (subject to sanctions/export control and any written restrictions).

B2. Exclusivity: [None / Specify exclusivity scope].

B3. Minimum Performance: [insert annual revenue/volume targets]. Failure results in automatic conversion to non-exclusive status.

B4. Channel Restrictions: [none unless explicitly listed].

## SCHEDULE C - PRICING; PAYMENT TERMS; DELIVERY TERMS

C1. Wholesale Price List: [attach].

C2. Currency: [USD/CAD/EUR].

C3. Payment Terms: [Net 30 / Net 45 / Prepay / milestones].

C4. Incoterms 2020: [DDP / DAP / FCA / FOB] and delivery location(s).

C5. Lead Times: [insert].

C6. Returns/DOA/Warranty Credits: [insert].

C7. Co-op / MDF / Rebates: [insert].

C8. Price Protection: [insert methodology].

C9. Buyback: [optional].

## EXHIBIT 1 - MINIMUM ADVERTISED PRICE (MAP) POLICY (TEMPLATE)

1. Purpose. This MAP Policy is intended to protect brand integrity and ensure consistent advertised pricing, to the extent permitted by applicable law.

2. Scope. This policy applies to advertised prices (including online listings, ads, email marketing, banners). It does not restrict the price at which a reseller ultimately sells a product, except where permitted by law.

3. Unilateral Policy. Where required by law, this MAP Policy is unilateral and not an agreement; resellers may choose to comply or not, and Manufacturer may choose whether to continue supplying based on compliance.

4. MAP Levels. MAP levels are set out in an attached MAP schedule and may be updated with written notice.

5. Prohibited Conduct. Advertising below MAP and couponing that effectively lowers advertised price below MAP (as defined in the MAP schedule).

6. Enforcement. Manufacturer (or its designated agent) may enforce by written notice, suspension, withholding co-op funds, or termination of authorized status.

7. Exceptions. Closeouts, refurbished, open-box, and discontinued items may be exempt if expressly approved in writing.

8. Compliance with Competition Law. If any provision is unlawful in a jurisdiction, it is void in that jurisdiction to the extent of such unlawfulness.

9. Contacts. Manufacturer MAP contact: [name/email]. HearFIT coordination contact: info@hearfit.ca.

## EXHIBIT 2 - MANUFACTURER CODE OF CONDUCT

Manufacturer shall: (a) comply with all applicable laws; (b) maintain high standards of product quality and safety; (c) act ethically and honestly; (d) comply with anti-bribery and anti-corruption laws (FCPA/CFPOA and equivalents); (e) comply with human rights and forced-labour prohibitions; (f) avoid deceptive marketing and ensure claim substantiation; (g) maintain appropriate data security; (h) cooperate with audits and inspections; and (i) promptly report any issues that could materially impact HearFIT, its customers, or regulators.

# EXHIBIT 3 - TERMS & CONDITIONS OF WORKING WITH HEARFIT AND EARZIQ

## 1. Operational Requirements

1.1 Contacts. Manufacturer shall maintain responsive operational contacts for orders, logistics, marketing, and compliance.

1.2 SLA. Manufacturer shall meet shipment and response service levels as specified in Orders and Schedule C.

1.3 Packaging. Packaging must be retail-ready, tamper-resistant where applicable, and suitable for parcel networks.

1.4 Documentation. Manufacturer must provide up-to-date manuals, warranty statements, and compliance documents for each Product.

## 2. Marketplace and Retail Readiness

2.1 Content. Manufacturer shall provide high-quality images, videos, bullet points, titles, and specs. HearFIT may edit to optimize conversions.

2.2 Claims. Manufacturer shall provide substantiation for any claims (performance, clinical, regulatory).

2.3 Penalties. Manufacturer is responsible for marketplace penalties attributable to defective products, late shipments (for drop-ship), compliance errors, or inaccurate content supplied by Manufacturer.

## 3. Customer Service and Warranty Handling

3.1 Warranty Returns. HearFIT may handle warranty returns directly and charge back Manufacturer per the RMA process.

3.2 DOA. Dead-on-arrival products must be replaced or credited at Manufacturer's cost.

3.3 Spare Parts. Manufacturer shall provide spare parts and repair support where applicable.

## 4. Branding and Distributor Listing

4.1 Distributor Listing. Manufacturer shall list HearFIT as an official distributor and keep the listing current.

4.2 Use of HearFIT/Earziq Name. Manufacturer may reference HearFIT/Earziq in its distributor list and joint marketing only with HearFIT's written approval of the final creative.

## 5. Commercial Controls

5.1 Pricing Strategy. HearFIT retains discretion to set resale prices. Manufacturer shall avoid actions that materially undermine HearFIT's profitability or channel positioning.

5.2 Promotions. Manufacturer must provide advance notice of promotions and coordinate with HearFIT.

5.3 Data. HearFIT customer data and platform analytics are proprietary to HearFIT and may not be used by Manufacturer for direct marketing or competitive purposes.

## 6. Compliance and Right to Suspend

6.1 Suspension. HearFIT may pause listings and orders where there are safety, compliance, or reputational concerns.

6.2 Cooperation. Manufacturer must cooperate fully with investigations, audits, and remediation.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

| **Clinic Management Services Inc. DBA HearFIT** | **[Manufacturer Legal Name]** |
|---|---|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |