EXHIBIT A

General Indemnity Agreement
Commercial

THE HARTFORD

This General Indemnity Agreement ("Agreement") is made and entered into by the Indemnitors, for themselves and others, in favor of and as an inducement to Hartford to Underwrite Bonds. Indemnitors represent that each is materially interested in the transaction(s) to which this Agreement applies. In consideration of Hartford Underwriting Bonds, the undersigned Indemnitors jointly and severally acknowledge and agree as follows:

Definitions:

1. "Principal" means any person or entity in whose name a Bond is Underwritten and the heirs, successors or assigns, of such person or entity.
2. "Bond" or "Bonds" means any and all contracts of suretyship, guarantees, obligations and undertakings Underwritten: (i) on behalf of, at the request of, or for the benefit of any Indemnitor; or (ii) for any affiliate, subsidiary, parent, successor, division or assign of any Indemnitor .
3. "Indemnitor" or "Indemnitors" means all persons or entities executing this Agreement, their direct and indirect subsidiaries and affiliates and their respective heirs, successors, assigns and co-venturers, whether now existing or hereafter created.
4. "Hartford" means The Hartford Financial Services Group, Inc. and its insurance company subsidiaries, affiliates, assigns, successors, divisions, co-sureties and reinsurers.
5. "Loss" means any and all payments and interest theron from the date of payment, including but not limited to, attorney fees, court costs, and all other fees or costs, made by Hartford: (i) in the belief that it was or may be liable as a consequence of Underwriting any Bond; (ii) because of the failure of any Indemnitor or Principal to discharge its obligations under any Bond; (iii) in investigating and responding to any notice, demand, claim, suit, regulatory proceeding or request received by or made to Hartford; or (iv) in enforcing the terms and obligations of this Agreement.
6. "Underwrite", "Underwriting" or "Underwritten" shall include all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.

Promises and Agreements:

1. Indemnitors shall timely pay all premiums.
2. Indemnitors shall indemnify, hold harmless and exonerate Hartford from and against any and all Loss claims, demands, liabilities, expenses, suits, orders, judgments, or causes of action arising out of or related to underwriting any Bond.
3. The Indemnitors' obligations under this Agreement shall not be impaired by, Hartford shall incur no liability on account of, and the Indemnitors waive notice of: (i) Hartford's failure or refusal to Underwrite any Bond; or (ii) Hartford's consent or failure to consent to changes or modifications in any of the terms or provisions of any Bond; or (iii) the taking, failing to take, or releasing of any security, collateral, assignments, and the like; or (iv) the release by Hartford of any of the Indemnitors; or (v) information which may come to the attention of Hartford which affects or might affect its rights and liabilities or the rights and liabilities of any Principal or Indemnitor; or (vi) the dissolution or change in ownership of the entity on whose behalf any Bond(s) were Underwritten; or (vii) Hartford settling any claim.
4. On Hartford's demand, the Indemnitors shall immediately, but no later than thirty (30) days after demand, deposit with Hartford collateral in form, amount and value acceptable to Hartford. Hartford may, in its sole discretion, demand collateral under this provision regardless of whether any Claim has been made, any Default has occurred or any Loss has been incurred. Hartford shall have no duty to invest or pay interest on any collateral. Said collateral may be used by Hartford in its sole discretion at any time without notice to the Indemnitors to accomplish the purposes of this Agreement.
5. Hartford has the right to adjust, settle, pay or compromise any claim, demand, suit, order or judgment upon any Bond(s).
6. Indemnitors shall fully cooperate with Hartford until such time as Hartford is discharged from all liability under all Bond(s), and recovers all Loss. Hartford shall have the right of access to, and the right to copy books, records, documents or other information deemed necessary by Hartford.
7. This is a continuous agreement and is in addition to and supplements any previous or subsequent agreements. The exclusive means by which any Indemnitor can terminate the obligations of this Agreement is to give Hartford written notice of termination by certified or registered mail or overnight delivery to: The Hartford, Bond Department, One Hartford Plaza, Hartford, Connecticut 06155. Termination shall be effective not less than thirty (30) days after actual receipt of the notice by Hartford. Said termination shall not release the terminating Indemnitor from obligations under this Agreement for Bonds Underwritten prior to the effective date of termination.
8. No oral or verbal change or modification to this Agreement shall be effective.
9. A duplicate, facsimile copy, digital or electronic reproduction of this Agreement, however stored, shall have the same force and effect as the original.

10. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one Agreement. Minor defects in the execution of this Agreement and / or the lack of signature shall not be deemed to make the Agreement unenforceable as to any Indemnitor executing the Agreement.

General Indemnity Agreement
Signature Page

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

Dated: December 15, 2020

ATTEST:

By: _____
Amy Chase-Boylan
Title: Corporate Governance Paralegal

INDEMNITOR:

Vyaire Medical, Inc,

By: _____
Kevin M. Klemz
Title: Executive Vice President, Chief Legal Officer
Tax ID: [redacted]

ACKNOWLEDGMENT

State of Minnesota }
County of Hennepin } ss

On the 15th day of December, 2020, before me, Tina M. Moore, personally appeared
(Name of Notary Public)

Kevin M. Klemz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of this state that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

20035333
Notary Registration Number

Tina M. Moore
Notary Public (signature)

TINA M. MOORE
Notary Public-Minnesota
My Commission Expires Jan 31, 2023

(SEAL)

My commission expires the 31st day of January, 2023

EXHIBIT B

All Purpose
Commercial Surety Application

THE HARTFORD

For all business complete page 1 of this application in its entirety.
Complete Section 2 – 7 for the appropriate bond category indicated in General Information section below.

General Information Questions

Application is being made for which one of these bond categories? (*Fill out section indicated.)

☑ License & Permit or Miscellaneous – *Sec. 2 ☐ Lost Instrument (Include completed Affidavit) – *Sec. 3 ☐ Public Official – *Sec. 4

☐ Fiduciary (Probate) – *Sec. 5 ☐ Receiver or Bankruptcy Trustee – *Sec. 6 ☐ Court: Judicial – *Sec. 7

Type of Bond (describe purpose) Wholesaler or Nonresident Wholesaler Surety Bond
(Attach a copy of the bond form, if available)

PRODUCER OF RECORD (required): Marsh USA Inc. - Chicago

Agency Name: Marsh USA Inc.
RO/Agency Code: _____ Sub Producer Code: _____ Bond Number: _____
Agency City: Chicago Agency State: Illinois

Bond Amount: $ 100,000.00 **Effective Date of Bond:** 05/01/2018 **Bond Term, if known:** Annual
# of years

Applicant is: (select one) ☐ Individual ☐ Partnership ☑ C-Corp ☐ S-Corp ☐ LLC ☐ _____
Applicant (Principal): Vyaire Medical Inc.
Name to appear on Bond, if different from Applicant: _____

Applicant's Address: 26125 N. Riverwoods Blvd., Mettawa, IL 60045
Applicant's Business Description or Latest Occupation: Respiratory care manufacturer
Number of Years in Business: 1 1/2
SS#: - - Fed Tax ID: [redacted] U.S. Citizen? ☐ No ☐ Yes
Business Phone: 872 757-0141 Fax No.: _____ Email: [redacted]

Obligee – party requiring the bond **(required)**: Maryland Board of Pharmacy
Obligee Address: 4201 Patterson Avenue, Baltimore, MD 21215

Billing Method: ☑ Agency Bill ☐ Direct Billed – full payment ☐ Direct Bill TABS Account
TABS Account No.: _____
Billing Address, if different from Applicant's Address: _____

1 General Underwriting Questions
(required for all Applicants)

Does the Applicant have any other Surety bonds in force?	☒ No	☐ Yes
Has another Surety company declined to write this or any previous bond?	☒ No	☐ Yes
Have you ever had a bond involuntarily terminated or cancelled?	☒ No	☐ Yes
Has there ever been a claim or legal action against any bond executed on your behalf ?	☒ No	☐ Yes
Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens?	☐ No	☒ Yes
Have **you** or any of **your** companies declared bankruptcy or become insolvent?	☒ No	☐ Yes
Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action?	☒ No	☐ Yes
Have **you** ever been convicted of a felony?	☐ No	☐ Yes

(If you answered Yes to any of the above questions, please attach a detailed explanation.)

2 License, Permit and Miscellaneous Bonds

Has the Applicant continuously been in business under the current name and ownership for at least 3 years? ☒ No ☐ Yes
Does the bond guarantee the performance of a *specific* contract or agreement? ☒ No ☐ Yes
If Yes, attach a copy of the contract or agreement. ☐ copy attached
Does the bond cover any type of environmental or pollution exposure? ☒ No ☐ Yes
Does the bond guarantee the payment of taxes, fees, wages or payment of any type? ☐ No ☒ Yes

3 Lost Instrument Bonds

Present Market Value _____ Is the Bond: ☐ Open Penalty or ☐ Fixed Penalty
Description of the lost instrument or security: _____
In whose name are the instruments or securities registered: _____
Have the instruments or securities been endorsed? ☐ No ☐ Yes
Have the instruments or securities been assigned to another party? ☐ No ☐ Yes
Are the lost instruments or securities in bearer form? ☐ No ☐ Yes
Has Notice of Loss been given? ☐ No ☐ Yes
If Yes, to whom? _____ Date: _____
Has a Stop Notice been issued? ☐ No ☐ Yes

Please complete an Affidavit. ☐ copy attached

4 Public Official Bonds

☐ Elected ☐ Appointed Position Title _____
Effective Date: _____ Expiration of Term: _____ or ☐ Term is indefinite
Have you held this position before? ☐ No ☐ Yes
If Yes, when? _____
If you have not held this position previously and the bond amount is greater than $100,000, attach a copy of your resume. ☐ copy attached
Do you or your subordinates handle money or securities? ☐ No ☐ Yes
If so, how much is handled annually? _____
Does an external CPA annually audit the financial accounts and fund balances? ☐ No ☐ Yes
If the bond amount is greater than $250,000, provide a copy of latest fiscal year-end statement. ☐ copy attached
Total number of employees you directly or indirectly supervise: _____

5 Fiduciary Bonds

Applicant's Age: _____ **Applicant's** Net Worth: _____
How long have you been with your current employer? _____ Active or retired? _____
Date of your appointment: _____ Name of Estate: _____
What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? _____
Are you indebted to the estate of the deceased/incompetent/minor/beneficiary? ☐ No ☐ Yes
If Yes, in what amount and what are the terms of repayment: _____
Attorney's name and address: _____
Court jurisdiction (Obligee) in which bond will be filed: _____
Is there an ongoing business? ☐ No ☐ Yes
If Yes, provide details: _____
Inventory of the Assets: Cash: Securities: Real Estate: Other:

Name of Heirs/Beneficiaries	Age	Relationship to the deceased	Share of the Estate	Residence (state)

Attach a copy of the Will, Trust or Court Order for ALL bonds greater than or equal to $100,000.

5a **Complete for Administrator, Executor, Personal Representatives, etc.**

Date of Death: _____

Is the estate insolvent? ☐ No ☐ Yes

Are there any disputes among the heirs? ☐ No ☐ Yes

5b **Complete for Guardianship, Conservatorship, Trustee, etc.**

This is in regard to a: ☐ Minor *and/or* ☐ Incompetent ☐ Beneficiary Age: _____

Where does minor/incompetent reside? _____

Will any assets be under court restrictions? ☐ No ☐ Yes

If Yes, provide details: _____

Will joint control be used to restrict expenditures or distributions of assets? ☐ No ☐ Yes

Will professional accounting, investment or legal services be provided on an ongoing basis? ☐ No ☐ Yes

Does the presiding court require that an annual accounting be filed? ☐ No ☐ Yes

Is the estimated duration of the bond anticipated to be longer than 3 years? ☐ No ☐ Yes

6 **Receiver, Bankruptcy Trustee, Assignee Bonds**

Debtor: _____

Address: _____

Type of Action: ☐ Liquidation ☐ Reorganization ☐ Receiver of Rents ☐ Other

Do you carry Fidelity coverage? ☐ No ☐ Yes

If Yes, in what amount? _____ Carrier: _____

Do you carry Professional Liability or E & O coverage? ☐ No ☐ Yes

If Yes, in what amount? _____ Carrier: _____

Attach copy of Court Order, Judgment and/or other documents ☐ Copies attached

7 **Court: Judicial Bonds**

Judgment / Claim Amount: _____

Type of Action: _____

Case Number: _____ Court Jurisdiction: _____

Attorney's name and address: _____

Summary of the Action: _____

Does the case involve a domestic dispute? ☐ No ☐ Yes

Attach a copy of Court Order, Judgment and/or other supporting documents. ☐ Copies attached

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal, procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or re-insurers, (individually and collectively called "Hartford"), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitors agree that any Obligee on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in it's investigation of any claim. The indemnitors irrevocably appoint Hartford as their Attorney in Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the indemnitor deemed necessary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.

WITNESS the following signature(s) and seal(s) this 9th **day of** APRIL, **20** 18.

If Indemnitor is a PARTNERSHIP , CORPORATION or LLC:

Look here to see who can sign

Vyaire Medical Inc.
Name of Firm/Corporation

NO SEAL
(Seal)

Witness signature:
Tina Moore
Tina Moore
Print Above Name Here

By signature:
Print Above Name Here: Kevin Klemz
Title (Print): EVP, CLO & Secretary

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature: *Indemnitor signature:*

Print Name Above *Print Name, Title, Social Security or FEIN # of above*

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature: *Indemnitor signature:*

Print Name Above *Print Name, Title, Social Security or FEIN # of above*

If Indemnitor is: ☐ **Individual** *(need Social Security)* ☐ **3rd-Party Individual** *(need Social Security)* ☐ **3rd-Party Company** *(need FEIN)*

Witness signature: *Indemnitor signature:*

Print Name Above *Print Name, Title, Social Security or FEIN # of above*

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

CALIFORNIA NOTICE

California Notice: The Harford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.