Exhibit 1

(TRUDELL TSA)

Execution Version
CONFIDENTIAL

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into as of November 12, 2024 (the "Effective Date"), by and between Vyaire Holding Company, a Delaware corporation ("Seller"), and Trudell Medical Limited, an Ontario corporation ("Purchaser") (Seller and Purchaser are individually each a "Party" and collectively, the "Parties"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of September 5, 2024, by and among Purchaser, Seller, and the subsidiaries of Seller that are indicated on the signature pages attached thereto (together with Seller, "Vyaire") and the other parties thereto (as such may be amended from time to time, the "Purchase Agreement").

RECITALS

WHEREAS, as of the date hereof, Purchaser has purchased the Acquired Assets and assumed the Assumed Liabilities from Vyaire, and Vyaire has sold, conveyed, assigned, and transferred to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, on June 9, 2024, Seller, together with certain of its Affiliates, filed voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), which cases are jointly administered for procedural purposes under Case No. 24-11217 (BLS) (the "Bankruptcy Cases");

WHEREAS, in order to provide for an orderly and seamless transition of operation of, and service continuity to, the Business from Seller to Purchaser, each Party will provide or cause its Affiliates to provide to the other Party, with certain services for specified periods following the Effective Date, all in accordance with and subject to the terms and conditions set forth herein (the Party acting in its capacity as the provider of services is referred to herein as "Provider", and the Party acting in receipt of such services is referred to herein as "Recipient", as applicable); and

WHEREAS, Purchaser acknowledges that Seller has entered into an agreement to provide similar services to the purchaser of its ventilator business (the "Ventilator Purchaser"). In addition, Seller intends that such Ventilator Purchaser may assume the obligation to provide certain Business Services (as defined herein) to Purchaser.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Services.

(a) Scope of Services.

(i) Business Services. Subject to the terms and conditions set forth in this Agreement, for the periods set forth in Schedule A during the Term, Seller, as a Provider under this Agreement, shall provide, or cause to be provided, to Purchaser, as a Recipient under this Agreement, each of the services set forth in Schedule A (each, a "Business Service" and collectively, the "Business Services"). Notwithstanding anything to the contrary contained herein, Seller shall not be obligated to provide or cause to be provided any Business Service if the provision of such Business Service would violate any applicable Law.

(ii) Additional Services. Notwithstanding the contents of Schedule A, Seller agrees to respond in good faith to any reasonable, written request by Purchaser for access to any additional services that (A) were provided by Seller to the Business prior to the Effective Date that are necessary for the operation of the Business, (B) are not currently contemplated in Schedule A and (C) have not been terminated or wound down by Seller (including, *e.g.*, if any Contracts necessary for such additional services have been rejected, personnel necessary for such additional services have been terminated or resigned, and assets necessary for such additional services have been transferred in a Bankruptcy Disposition) prior to Purchaser's request, the fees of which shall be agreed upon after good faith negotiations between the Parties, and all of which are subject to provisions of Section 2 hereof. Any such additional services agreed to be so provided by Seller shall constitute Business Services subject to the provisions of this Agreement and Schedule A shall be modified to include such services.

(iii) Reverse Services. Subject to the terms and conditions of this Agreement, for the periods set forth in Schedule B during the Term, Purchaser, as a Provider under this Agreement, shall provide, or cause to be provided, to Seller and its Affiliates, each as a Recipient under this Agreement, the services set forth in Schedule B (each, a "Reverse Service" and collectively, the "Reverse Services") and with respect to such Reverse Services, all references in this Agreement to the Business shall be deemed to be references to the business of the Seller (taking into account any Bankruptcy Disposition). Notwithstanding anything to the contrary contained herein, Purchaser shall not be obligated to provide or cause to be provided any Reverse Service if the provision of such Reverse Service would violate any applicable Law.

(b) Bankruptcy Dispositions. Notwithstanding anything in this Agreement to the contrary, Seller shall have no obligation to provide, or cause to be provided, any Business Service to the extent that such Business Service cannot be provided without an asset or resource that was divested or otherwise disposed of in connection with any of the Bankruptcy Cases (a "Bankruptcy Disposition"); provided, however, that (i) to the extent such Bankruptcy Disposition is to the Ventilator Purchaser, Seller shall require that such Ventilator Purchaser assume the requirements to provide such Business Services to Purchaser that Seller can no longer provide due to the

Bankruptcy Disposition in accordance with the terms of this Agreement, and (ii) to the extent such Bankruptcy Disposition is to any other Person, Seller shall use commercially reasonable efforts to assist Purchaser in securing or obtaining substantially similar assets, resources or Business Services that Seller can no longer provide due to the Bankruptcy Disposition. Purchaser acknowledges and agrees that (i) Seller and certain of its Affiliates are debtors in the Bankruptcy Cases and, as such, that it and such Affiliates are subject to limitations on debtors under chapter 11 of the Bankruptcy Code and subject to any orders of the Bankruptcy Court and its debtor-in-possession financing, (ii) it is expected that such debtors will emerge from the Bankruptcy Cases as reorganized debtors following the Effective Date and prior to six months following the Effective Date, and (iii) in either case of (i) or (ii), Seller will have limitations on its resources and will be dependent on timely receipt of Fees hereunder in order to satisfy the costs and ability of providing the Business Services.

(c) Use of Services. Recipient will, and will cause its Affiliates to, adhere to all terms and conditions or policies as set forth in this Agreement in respect of its receipt of the Business Services or Reverse Services, as applicable (the "Services"). The Business Services will be provided solely to, and may be used solely by, Purchaser and its Affiliates in connection with the operation of the Business as the Business was operated as of the Effective Date. As applicable, neither Party has an obligation to provide any Service to the other Party in a manner greater in any material respect than the level at which the Seller or its Affiliates used such Service as of the Effective Date. For the avoidance of doubt, the Business Services or Reverse Services, as applicable, may be used by Recipient or third parties as permitted by this Agreement, at any location which Recipient may designate, in each case in Recipient's sole discretion; provided that Services that are provided with respect to or that depend on physical assets located at a given location as of the Effective Date may not be transferred without Provider's reasonable consent.

(d) Standards of Services. Provider will provide, or cause to be provided, the Services in a workmanlike manner, consistent with the level of service provided to the Business in the Ordinary Course. Provider will use commercially reasonable efforts to enforce and pass through to Recipient the rights or benefits from any service level agreements or arrangements that Provider has with any third-parties performing Services (including by applying penalties for third-parties' failure to achieve service levels to reduce Fees). Provider shall not make changes in the manner of performing the Services that deviates from the first sentence of this Section 1(d) without the prior written consent of Recipient, such consent not to be unreasonably withheld. Recipient acknowledges that Provider may, in its sole and reasonable discretion, temporarily suspend the provision of Services (or any part thereof), including for reasons of preventative or emergency maintenance; provided that Recipient receives reasonable advance notice from Provider for any such suspension unless as a result of exigent circumstances for which advance notice is not possible (which notice shall be provided as promptly as possible). Seller will not adversely differentiate the provision of Business Services to the Business of Purchaser in relation to the provision of services to the business of the Ventilator Purchaser.

(e) Third Party Consents. To the extent the provision by Provider or its subcontractors of any Service requires the consent, license, or approval of any third party to provide any Service (a "Consent"), then Provider and Recipient shall cooperate in good faith to obtain such Consent to enable Provider or its applicable subcontractor to provide such Service. Purchaser shall bear the costs, fees and expenses directly incurred as a result of seeking and obtaining any such Consent, including the cure amount related thereto. Seller shall cooperate in good faith with Purchaser to minimize costs of obtaining any such Consent, including ensuring that applicable costs and cure amounts be apportioned with the Ventilator Purchaser, where applicable, in proportion with their respective usage of the underlying Service. If a Consent is required to permit Seller or a subcontractor to provide, or Purchaser to receive, a particular Business Service, then Seller shall be relieved of the obligation to provide the applicable Business Services until such Consent is obtained; provided that Seller used commercially reasonably efforts to obtain such consent prior to the Effective Date.

(f) Cooperation. Recipient shall (i) cooperate with Provider to provide all resources and timely decisions, approvals and acceptances in order that Provider may perform its obligations under this Agreement in a timely and efficient manner, and (ii) make available on a timely basis to Provider access to employees, facilities, systems, and all information and materials requested by Provider, in each case as reasonably necessary for providing the Services. Notwithstanding the foregoing, Provider's delay in performing or failure to perform any of its obligations under this Agreement shall be excused (and Provider shall not be liable to Recipient) if and to the extent such delay or failure results from Recipient's failure to timely provide any of the foregoing or to perform any of its obligations hereunder.

(g) Transition Management. Each of Provider and Recipient shall, within five (5) days after the Effective Date, appoint a transition manager (the "Transition Managers") for purposes of administering, managing and overseeing the performance of the Services and other obligations of the Parties under this Agreement. The Transition Managers shall be the primary points of contact with respect to the day-to-day provision of the Services hereunder, and shall meet regularly to prepare and administer the Transition Plan (as defined below), review, resolve and render invoices, ensure that Services are provided to the agreed standards of service, and utilize good faith efforts to promptly resolve any issues that may arise during the performance of the Services before any such dispute is escalated in accordance with Section 9(j) hereof. For the avoidance of doubt, the Parties acknowledge that the forgoing does not constitute an exhaustive list of duties of the Transition Managers. To the extent a Party desires to replace its Transition Manager, such Party shall provide prior written notice of any such replacement; it being understood and agreed that Provider and Recipient shall take all commercially reasonable actions to ensure a qualified representative is promptly appointed to fill such role. Notwithstanding the foregoing, any amendment or waiver of this Agreement must be in accordance with Section 9(d).

(h) Tripartite Agreement. If and when requested by the Recipient, Provider agrees to reasonably cooperate with the Recipient and each Party agrees to use commercially reasonable efforts to execute and deliver, or cause its respective Affiliates to execute and deliver, a tripartite agreement in substantially the form attached hereto as Exhibit A (the "Tripartite Agreement") in connection with the transfer of employment to Recipient or any of its Affiliates of any employee in the United Arab Emirates or any other country for whom Provider is managing payroll as a Business Service. In the event that, notwithstanding such efforts of the Parties, any employee in the United Arab Emirates is unwilling to agree to a Tripartite Agreement, Purchaser shall be responsible for and shall pay (or reimburse Seller or its applicable Affiliate, or cause to be paid or reimbursed) amounts, if any, due and owing upon termination of such employee's employment with the applicable Affiliate of Seller.

2. Pricing and Payment.

(a) Fees.

(i) As consideration for the Services, each Recipient shall pay to each Provider or its designee, as applicable, all reasonable and documented fees, costs and expenses that are incurred by such Provider for the provision of the Services, with no mark-up or profit of any kind (the "Fees"), including any third party costs and expenses arising in connection with any early termination of a Service or this Agreement. The Fees for Business Services shall be no less favorable than those offered to the Ventilator Purchaser for services comparable to the Business Services, in that both Purchaser and Ventilator Purchaser shall be responsible for the actual costs of their respective services without markup or discount (and the transition services agreement with the Ventilator Purchaser, a copy of which has been provided to Purchaser, requires the foregoing of both Seller and Ventilator Purchaser). To the extent a Business Service is also provided to the Ventilator Purchaser, the Fees for such Business Service shall be apportioned among Purchaser and Ventilator Purchaser in amounts equal to their proportionate usage of such Business Services. In addition, (A) Recipient shall bear the reasonable costs of (i) any reasonable additional license fees, cure costs, temporary right-to-use fees, royalties, or other amounts payable to any third party that are necessary for Provider to provide or for the Recipient to receive the Services and (ii) standing up replacement solutions and integrating Business data into such solutions; and (B) Recipient shall bear the costs of separating Business information and data housed in shared systems that it controls. For the avoidance of doubt, and notwithstanding anything to contrary herein, in no event shall Recipient be responsible for any portion of Fees attributable to Ventilator Purchaser, including any increase in Fees resulting from early termination of any service by Ventilator Purchaser, unless Seller has provided Recipient written notice of such increase at least fifteen (15) days prior to the effective date of such increase, including Seller's good faith estimate of any Fee increase or adjustment as a result of such termination. Seller shall provide written notice of any termination by Ventilator Purchaser promptly upon receipt of notice from Ventilator Purchaser in accordance with the transition services agreement with the Ventilator Purchaser and shall reasonably cooperate with Purchaser with respect to the foregoing, including, by allowing Purchaser to terminate such affected Business Service by written notice to Seller. If Purchaser elects to terminate such affected Business Service, such termination shall be effective upon the earlier of (1) the time at which such termination would otherwise be effective under Section 3(c) and (2) the later of (a) the effective date of the termination of such service under the the transition services agreement with the Ventilator Purchaser and (b) the date set forth in Purchaser's notice. If clause (2) of the preceding sentence applies, neither Party shall be required to comply with the any notice requirements set forth in Section 3(c) hereof; provided that Purchaser provides prompt written notice to Seller of its intent to terminate such service together with Ventilator Purchaser.

(ii) To the extent any of the Fees would be increased as a result from (A) entering into a new Contract, (B) engaging a new third party provider, (C) a request from a third party provider to increase its costs, (D) agreeing to any Cure Cost, (E) a request to a third party provider that would result in an increase in the costs of such provider, or

(F) an increase in compensation of Seller employees, in each case, as compared to as of the Effective Date, Purchaser shall have consented to such increase in advance. In the event that Seller becomes aware of that any such increase is necessary in order for Seller to continue to provide the Services in accordance with the terms of this Agreement, Seller will promptly provide written notice to Purchaser. Seller will use commercially reasonable efforts to continue to provide the Services in accordance with the terms of this Agreement as long as reasonably practicable without such increase, but to the extent such increase is necessary in order for Seller to continue to provide the Services in accordance with the terms of this Agreement and Purchaser does not consent to such increase, Seller shall be excused from performance of such Service to the extent of such inability.

(iii) It is understood that employees of Provider or any of its Affiliates that are providing Business Services to the Recipient under this Agreement will remain employees of Provider or such Affiliate, as applicable, and shall not be deemed to be employees of Recipient or any of its Affiliates for any purpose. Provider or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses, employee benefits, and the withholding and payment of all applicable taxes relating to such employees and for any costs arising from the termination of employment of any such employees. Neither Recipient nor any of its Affiliates shall have any liability whatsoever for any of the foregoing employee related costs; provided that this Section 2(a)(iii) shall not limit Recipient's responsibility for any Fees themselves, which Fees will include all wages, bonuses, employee benefits, and the withholding and payment of all applicable taxes relating to such employees solely relating to the Services.

(iv) All amounts charged under this Agreement will be billed and paid in U.S. Dollars.

(b) Taxes.

(i) Sales Tax or Other Transfer Taxes. Unless otherwise specified thereon, the Fees are exclusive of Sales and Service Taxes. Recipient shall bear any and all sales, use, excise, value added, goods and service, consumption, turnover, transaction and transfer taxes and any other similar Taxes imposed on or payable with respect to the Services (collectively, the "Sales and Service Taxes"); provided that each of Provider and Recipient shall be responsible for Taxes based on its respective net income. Within ten (10) days of receipt of an invoice in accordance with Section 2(c) and applicable tax Law, such Sales and Service Taxes will be payable by Recipient in addition to the Fees in accordance with this Agreement; provided that unless otherwise required by applicable Law, Recipient shall pay an amount equal to such Sales and Service Taxes to the applicable governmental authority and shall file all tax returns that are required to be filed in connection therewith; provided further that to the extent Provider is required by applicable Law to remit such Sales and Service Taxes to the applicable governmental authority, Recipient shall timely pay an amount equal to such Sales and Service Taxes to Provider and Provider shall (i) remit such Sales and Service Taxes to the applicable governmental authority and shall file all tax returns that are required to be filed in connection therewith and (ii) provide Recipient with any proof of payment or filing or any other documentation reasonably requested by Recipient confirming that Provider has remitted such Sales and Service Taxes to the applicable governmental authority and filed all tax returns that are required to be filed in connection therewith. The Parties shall cooperate with one another in good faith to minimize any Sales and Service Taxes, including by providing any applicable tax forms, documentation or certificates as may be reasonably necessary to avail of any exemption from, or reduction of, such Sales and Service Taxes.

(ii) Withholding Tax or Other Similar Taxes. Payments for Services or other amounts under this Agreement shall be made free and clear of, and without deduction or withholding for any Taxes; provided that if any withholding or deduction is required pursuant to any applicable Law, Recipient will: (1) withhold or deduct such Tax from the amount payable to Provider, (2) gross up the amount payable to Provider as necessary so that after making all such required withholding and deductions, Provider receives the amount it would have received had no such withholding or deduction of Taxes been made, (3) timely pay the withheld or deducted amount to the relevant governmental authority and (4) promptly forward to Provider a certificate or other evidence of such payment.

(c) Billing and Payment.

(i) Initial Payment. On the Effective Date, Purchaser shall pay to Seller Seller’s good faith estimate of the amount of Fees that are expected to be payable in accordance with the terms of this Agreement with respect to Business Services to be provided for the remainder of the month in which the Effective Date occurs.

(ii) Purchaser Invoices. Seller shall invoice Purchaser in advance on a monthly basis for the Seller’s good faith estimate of the amount of Fees that are expected to be payable in accordance with the terms of this Agreement with respect to Business Services to be provided in the month following such invoice and Purchaser shall pay to Seller (A) 75% of such estimated Fees and (B) the remaining 25% of the invoice for the prior month, as adjusted. In the event that the Effective Date occurs on or after the 15th of the month, the Parties shall reasonably cooperate to arrange for funding of the month immediately following the month in which the Effective Date occurs to be made in accordance with this Section 2(c)(ii) prior to the start of such following month.

(iii) Invoice Adjustments. Each monthly invoice be adjusted to (A) include the actual amounts payable in accordance with the terms of this Agreement that are in excess of the estimated amounts previously included in the prior invoice; or (B) be reduced to the extent the estimated amounts in the prior month’s invoice were in excess of the amounts actually incurred during such month in accordance with the terms of this Agreement. Each monthly invoice will apply such adjustments to both the 75% prepaid for the prior month and the 25% remaining to be paid for the prior month, resulting in one aggregate adjustment for the prior month to be added to or subtracted from the 75% payment to be made for such invoice for the next month. To the extent applicable, all invoices shall reasonably identify the applicable Business Service, any fixed costs, any variable costs, and the variance from the previous invoice, based on actual figures, including reasonably detail for material discrepancies from the estimate.

(iv) Seller Fees. In those cases where the Provider is the Purchaser and the Recipient is the Seller, the Provider shall invoice the Recipient monthly in arrears for the Fees incurred by the Provider or any of its Affiliates, and Recipient shall pay Provider in full such Fees within thirty (30) days after the date of each such invoice.

(v) Payment Method. Recipient shall pay Provider by wire transfer in accordance with the instructions provided by Provider in writing to Recipient. In the event Recipient disputes in good faith any amount due for a particular Service as reflected on an invoice, Recipient shall (i) deliver a written statement to Provider within ten (10) days following receipt of Provider's invoice, listing all disputed items and providing a reasonably detailed description of each disputed item and (ii) withhold the disputed amounts until resolution of such dispute as set forth herein. For the avoidance of doubt, any other amounts not subject to a good faith dispute shall be payable as set forth in Section 2(c)(iv) above. Provider shall continue to perform the Services so long as the Parties seek to resolve all such disputes expeditiously and in good faith and so long as Seller has sufficient funding to pay the costs of the Services.

(d) Interest Payments on Amounts Past Due. All payments required to be made pursuant to this Agreement shall, unless disputed in good faith, bear interest from and including the date such payment is due until but excluding the date of payment, at a rate of the lesser of (i) one and one-half percent (1.5%) each month and (ii) the highest amount permitted by applicable Law. Such interest shall be payable at the same time as the payment to which it relates and will be calculated on the basis of a month of thirty (30) days and the actual number of days elapsed.

(e) Right of Set-Off. Each Party hereby acknowledges that it shall have no right under this Agreement to set-off any amounts owed (or to become due and owing) to the other Party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other Party; except that in those cases where the Recipient is the Purchaser and estimated Fees for any particular month exceed the costs actually incurred by the Provider for the performance of Services, the invoice for the subsequent month shall be reduced by such excess in accordance with Section 2(c)(iv).

(f) Audit Right; Record Retention. During the Term, Recipient may, during normal business hours, audit the books, records and accounts of the Provider, at Recipient's sole cost and expense, to the extent that such books, records and accounts pertain to Business Services hereunder or otherwise relate to the performance of this Agreement by Provider. Provider shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement or, if earlier, until the winddown and dissolution of Seller or its applicable Subsidiary and in accordance with applicable Law. The Recipient's right to audit hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination or, if earlier, until the winddown and dissolution of Seller or its applicable Subsidiary.

3. Term and Termination.

(a) Term. The term of this Agreement will commence on the Effective Date and, unless sooner terminated pursuant to Section 3(c) or Section 3(d) or as mutually agreed among the

Parties, continue until the earlier of (i) the date that is six (6) months after the Effective Date (provided that, solely with respect to such Services that are necessary to maintain those registrations or permits as expressly indicated in Schedule A, unless sooner terminated, the term of this Agreement shall continue until the date set forth for such Services in Schedule A, except that, in no event shall such term exceed the date that is eighteen (18) months after the Effective Date); and (ii) the date on which all of the Services have been transitioned, terminated or have expired (the "Term"). For clarity, with respect to each of the Services, the term of each Service will commence on the Effective Date and, subject to Section 3(c) and Section 3(d), shall expire and terminate upon the date specified for such Service in Schedule A or Schedule B, as applicable unless sooner terminated as set forth in this Agreement (the last date in each such term is referred to herein as the "Termination Date" for each of such Services). Recipient will use commercially reasonable efforts to end Recipient's need to use each Service as soon as commercially practicable following the Effective Date, except that Recipient shall have the right, upon reasonable request to and consent of Provider (not to be unreasonably withheld), to extend the service period with respect to any particular Business Service for thirty (30) day periods, but in no event later than the applicable Termination Date.

(b) Business Service Term Beyond the Plan Effective Date. Notwithstanding anything to the contrary in this Agreement, if (i) the provision of any Business Service is dependent upon access to an executory contract and (ii)(A) the Termination Date set forth on Schedule A for any Business Service would otherwise occur after the effective date of any plan of reorganization in the Bankruptcy Cases (the "Plan Effective Date") or (B) the term with respect to such Business Services would otherwise extend beyond the Plan Effective Date, such Business Service will terminate on the Plan Effective Date unless Purchaser agrees to pay any associated cure cost for Seller to assume and assign the executory contract to Purchaser and Purchaser does so assume such executory contract on or prior to the Plan Effective Date. As soon as reasonably practicable prior to the Plan Effective Date, Seller shall provide Purchaser advanced written notice of any expected disruption or termination of Business Services.

(c) Termination by Recipient. Except as otherwise specified in Schedule A and Schedule B, as applicable, Recipient will have no obligation to continue to use any of the Services, and may reduce or terminate a Service in whole, but not in part, by giving Provider not less than thirty (30) days' prior written notice of its desire to reduce or terminate the such Service; provided, however, that the reduction or termination of such Service will be effective as of the beginning of the following calendar month (after the expiration of such thirty (30)-day notice period). As soon as reasonably practicable following receipt of any such notice, Provider will advise Recipient in writing as to whether the reduction or termination of such Service will require the reduction, termination or partial termination of, or otherwise affect the performance of, any other Services and related details. Upon receipt of such advice from Provider, Recipient may withdraw or confirm its reduction or termination notice within ten (10) Business Days following the receipt of such advice from Provider. No reduction or termination notice will be deemed final unless Recipient provides Provider with written notice confirming such reduction or termination notice.

(d) Termination for Breach.

(i) By Provider. Either Party, in its capacity as Provider, (as applicable) may terminate its respective obligation to provide a particular Business Service or Reverse

Service (as applicable) immediately upon written notice if the other Party, in its capacity as Recipient, materially breaches this Agreement in respect of such Business Service or Reverse Service (as applicable) and has not cured such breach within ten (10) days after receipt from the other Party of written notice of such breach, and Seller may terminate its respective obligation to provide a particular Business Service immediately upon written notice if such Business Service can no longer be provided as a result of a Bankruptcy Disposition.

(ii) By Recipient. Subject to the qualifications with respect to Seller and its Affiliates set forth in Section 1(b), either Party, in its capacity as Recipient (as applicable) may terminate any or all Business Services or Reverse Services (as applicable) it is receiving immediately upon written notice if the other Party, in its capacity as Provider, materially breaches this Agreement and has not cured such breach within ten (10) days after receipt from the other Party of written notice of such breach. [In the event the Recipient terminates this Agreement in accordance with this Section 3(d)(ii), the Recipient shall only be responsible for Fees related to Services provided in accordance with the terms of this Agreement and shall have no obligations to pay the Provider any Fees accruing after the effective date of such termination.][1]

(e) Effect of Termination. Each Party acknowledges and agrees that the expiration or termination of a Service or this Agreement for any reason shall not release a Party from any liability or obligation with respect to those Services that have not been terminated (including the continuing duty to provide those Services or portions thereof that have not been terminated), or other obligation that already has accrued as of the effective date of such termination, as applicable, and shall not constitute a waiver or release of, or otherwise be deemed to adversely affect, any rights, remedies, or claims which a Party may have hereunder at Law, in equity or otherwise or which may arise out of or in connection with such termination. In the event of the expiration or termination of this Agreement or any Service for any reason, all applicable rights and obligations of the Parties will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement (or such Service), except (i) for payment of Fees accrued but unpaid, (ii) Purchaser shall be responsible for all early termination, wind-down, and other costs incurred by Provider or its Affiliates that are incurred as a result of the early termination of a Business Service, and (iii) any obligations that survive pursuant to Section 3(f). In the event of any termination of a Business Service, to the extent all amounts paid in advance by Purchaser exceed the final amounts payable by Purchaser under this Agreement, Sellers shall promptly refund such excess to Purchaser. For the avoidance of doubt, Seller acknowledges, approves, and agrees that Purchaser shall be deemed a holder of an allowed administrative claim in the Bankruptcy Cases under the Bankruptcy Code for the full amount of any reimbursement obligation of Seller hereunder.

(f) Survival. Section 2, Section 3(e), Section 3(f), Section 6, Section 7, Section 8, and Section 9 shall survive any termination or expiration of this Agreement.

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[1] K&E NTD: Subject to Seller review.

4. Third-Party Agreements; Intellectual Property; Information Security and Privacy.

(a) Third-Party Agreements. Recipient agrees to comply with the terms of any license or other agreement of Provider or any of its Affiliates relating to the performance of any Services. Recipient acknowledges that certain Services are dependent on specific underlying third-party software, systems, or services and any such Services are limited to the scope and time limits imposed in any license or temporary right-to-use granted by the licensor or service provider thereof.

(b) Intellectual Property.

(i) Any Intellectual Property, software, development tools, know-how, methodologies, processes, technologies or algorithms owned by Provider or any of its Affiliates and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain Provider's or its Affiliates' (as applicable) property and Recipient will have no rights or interests therein. Any Intellectual Property, software, development tools, know-how, methodologies, processes, technologies or algorithms owned by any Recipient and which may during the Term be operated or used by Provider or any of its Affiliates in connection with the performance of the Services hereunder will remain such Recipient's property and neither Provider nor any of its Affiliates will have any rights or interests therein.

(ii) To the extent required for the provision or receipt of the Services in accordance with this Agreement, each Party (as applicable, the "Licensor"), for itself and on behalf of its Subsidiaries, hereby grants to the other (as applicable, the "Licensee") (and the Licensee's Subsidiaries) a non-exclusive, non-transferable, non-sublicensable (except to third parties as required for the provision or receipt of Services, but not for their own independent use), royalty-free, worldwide license during the term of this Agreement to use Intellectual Property owned or sublicensable Licensor, but only to the extent and for the duration necessary for the Licensee to provide or receive the applicable Service under this Agreement. Upon the expiration of such term, or the earlier termination of such Service in accordance with this Agreement, the license to the relevant Intellectual Property will terminate (unless, and then only to the extent that, the license to such Intellectual Property is required or necessary for the provision or receipt of Services that have not been terminated hereunder); provided that all licenses granted hereunder shall terminate immediately upon the expiration or earlier termination of this Agreement in accordance with the terms hereof. The foregoing license is subject to any licenses granted by others with respect to Intellectual Property not owned by the Parties or their respective Subsidiaries.

(c) Information Systems. Each Party shall use commercially reasonable efforts to maintain an information security program designed to protect Personal Information. In accessing any Provider systems or platforms, Recipient shall (and shall cause its employees to) comply with Provider's reasonable policies and instructions, including rules and procedures pertaining to safety, infrastructure, information technology systems, security, and confidentiality. Each Party shall comply with applicable Laws related to information security and data privacy as it applies to the provision or receipt of Services, respectively.

5. Transition Plan(s); Data Separation.

(a) Preparation of Transition Plan. Immediately following the execution of this Agreement, the Parties shall use commercially reasonable efforts to jointly prepare a written plan (the "Transition Plan") to be completed by no later than thirty (30) days following the execution of this Agreement. The Transition Plan shall set forth: (i) the timetable and steps that each of Purchaser and Seller will take to reduce and ultimately end requirements for or transfer to Recipient or a successor Provider ("Successor Provider"); and (ii) any additional and reasonable assistance that Purchaser or Seller requires in relation to the transfer to the Successor Provider of those applicable Services (*e.g.*, assistance in identifying any additional information and activities, other than those listed in the Transition Plan, that are needed to transfer the applicable Services to the relevant Successor Providers); provided that Seller and Purchaser shall cause such assistance requiring merely de minimis resources on the part of such Party or its Affiliates to be performed without any additional charges to the other such Party.

(b) Level of detail in Transition Plan. The Transition Plan, as agreed in good faith by Purchaser and Seller, shall not be inconsistent with, or (unless expressly agreed by the Parties) modify, the terms of this Agreement (including the description in the attached Schedules of the applicable Services), be reasonably detailed, and shall show the timetable and principal steps each Party will execute in order to reduce and ultimately end the Recipient's requirements for those applicable Services.

(c) Amending the Transition Plan. Each of Seller and Purchaser may propose to modify the Transition Plan from time to time. Any such modification will be subject to the other Party's mutual agreement, not to be unreasonably withheld or delayed.

(d) Data separation.

(i) As soon as reasonably practicable, Seller will use commercially reasonable efforts, to identify and provide logical separation of the Business' data for each Business Service, to the extent applicable, in Schedule A for which logical separation is contemplated under the Transition Plan. For this purpose, "logical separation" means that the Business' data is logically separated from other legal entities' data (*e.g.*, in different database tables or logical partitions).

(ii) Promptly following the expiration of the applicable Termination Date or as otherwise contemplated by the Transition Plan, Seller will provide to Purchaser the Business' data with respect to a Business Service logically separated in the format in which such data has been separated; provided, however, that Seller will consult with Purchaser with respect to the format in which such data is to be provided to Purchaser by Seller.

6. Representations and Warranties.

(a) Mutual. Each Party hereby represents and warrants to the other that: (i) the execution, delivery and performance of this Agreement has been duly and validly authorized; and (ii) this Agreement constitutes the valid and binding obligations of each Party, enforceable against each Party in accordance with its terms (subject to bankruptcy, moratorium, and similar laws and subject to the application of specific performance and other equitable principles).

(b) Seller. Seller hereby represents and warrants to Purchaser that, as of the Effective Date, to Seller's knowledge, no asset or resource was divested or otherwise disposed of in connection with any of the Bankruptcy Cases that is necessary to perform the Services, except pursuant to a Bankruptcy Disposition or with respect to Reverse Services, in either case, prior to the Effective date and only if the foregoing was effected in accordance with the terms of this Agreement as if this Agreement had been in effect as of the time of such foregoing event.

(c) Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS" AND NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT. EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7. Limitations on Liability.

(a) EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, WILLFUL BREACH OF THIS AGREEMENT, AND BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL PROVIDER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOSS OF REVENUE, OR LOST SALES IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES. THE AGGREGATE DAMAGES FOR WHICH A PARTY MAY BE LIABLE IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID TO SUCH PARTY AS THE PROVIDER OF THE SERVICES UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICE(S) GIVING RISE TO THE CLAIM FOR DAMAGES SINCE THE EFFECTIVE DATE. THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 APPLY TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS, LOSSES, DAMAGES, INJURIES, OR LIABILITIES, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(b) Duty to Mitigate. Each Party shall use commercially reasonable efforts to mitigate liability, damages, and other losses arising out of, relating to, or in connection with, any performance or lack of performance under this Agreement.

8. Confidentiality.

(a) Definition of Confidential Information. The following shall be considered "Confidential Information" of a Party under this Agreement: all proprietary and confidential information, provided or received in connection with the provision of the Services hereunder, concerning the business, business relationships (including prospective customers and business partners) or financial affairs of such Party or any of its Affiliates, whether or not in writing and whether or not labeled or identified as confidential or proprietary, including inventions, trade secrets, technical information, know-how, product and pricing information and plans, research and development activities, marketing plans and activities, customer, supplier and prospect information, employee and financial information, and information disclosed by third parties of a proprietary or confidential nature or under an obligation of confidence, including Purchaser's "confidential information and data" (as defined in the Purchase Agreement) concerning the Business or the Acquired Assets. Notwithstanding the foregoing, Confidential Information does not include, and there shall be no obligation under this Section 8, with respect to information that (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in violation of this Agreement, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto, (iii) is developed by the Receiving Party or its Representatives independently of the Confidential Information disclosed to it under this Agreement, or (iv) was in the Receiving Party's possession prior to its receipt from or on behalf of the Disclosing Party and received from a source other than the Disclosing Party or its Representatives, which source, to the Receiving Party's knowledge, is not bound by any contractual or other obligation of confidentiality to the Disclosing Party with respect thereto. The terms and conditions of this Agreement shall constitute the Confidential Information of each Party.

(b) Confidentiality. At all times during the Term and so long as the Confidential Information or trade secret is maintained as such under applicable Law, each Party (a "Receiving Party") shall, and shall cause its Affiliates, and its and their current and former respective officers, directors, employees and agents (collectively, such receiving party's "Representatives") to, keep completely confidential and not publish or otherwise disclose the Confidential Information of the other party (the "Disclosing Party"), except to the extent disclosure is permitted by the terms of this Agreement. Each Receiving Party shall (and shall cause its Representatives to) take reasonable actions to protect against any disclosure of the Confidential Information of the Disclosing Party (and shall use no less than a reasonable degree of care) except as expressly permitted under this Section 8. Each Receiving Party may disclose Confidential Information disclosed to it by the Disclosing Party to the extent that such disclosure by the Receiving Party is: (i) required by applicable Law; provided, however, that the Receiving Party, where reasonably possible, shall first have given notice to the Disclosing Party and give the Disclosing Party a reasonable opportunity to quash any applicable order or obtain a protective order requiring that the Confidential Information and documents that are the subject of such order be held in confidence; and provided further that if a disclosure order is not quashed or a protective order is not obtained, the Confidential Information disclosed in response to such court or governmental order shall be limited to the information that is legally required to be disclosed in response to such court or governmental order; (ii) made by the Receiving Party or its Representative to its attorneys, auditors, advisors, consultants, contractors, licensees or other third parties in connection with the performance of its obligations or exercise of its rights as contemplated by this Agreement; provided, however, that such individuals or entities shall be subject to obligations of confidentiality substantially similar to the Receiving Party's obligations hereunder; or (iii) made by the Receiving Party or its Representative to actual or prospective acquirers, merger candidates, financing sources, or investors (and to their respective Affiliates, Representatives, and financing sources); provided that each such third party signs an agreement that contains obligations of confidentiality substantially similar to the Receiving Party's obligations hereunder.

9. Miscellaneous.

(a) Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the terms of this Agreement shall control.

(b) Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (i) when personally delivered, (ii) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (iii) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (iv) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

Trudell Medical Limited
Attention: General Counsel
Email: GC@tmlcorp.com

and

Crowell & Moring LLP
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: Samuel Feigin
Frederick Hyman
Email: sfeigin@crowell.com
fhyman@crowell.com

Notices to Seller:

Vyaire Medical
26125 North Riverwoods Blvd
Mettawa, IL 60045
Attention: Legal Department
Email: legalresources@vyaire.com

with copies to (which shall not constitute notice):

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Spencer A. Winters, P.C.
Adam T. Clifford, P.C.
Steve Toth
Yusuf Salloum
Email: steve.winters@kirkland.com
Adam.clifford@kirkland.com
steve.toth@kirkland.com
Yusuf.salloum@kirkland.com

(c) Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Agreement Order and Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Seller; provided, however, that Seller may delegate responsibility for the Business Services pursuant to Section 1(b) and Seller will provide Purchaser advance written notice of such delegation. Notwithstanding anything to the contrary in this Agreement, Seller may upon reasonable advanced written notice to Purchaser, assign Seller's rights or obligations with respect to any Reverse Service under this Agreement to the Ventilator Purchaser, and upon such assignment, the terms and conditions of this Agreement shall apply to Ventilator Purchaser's receipt of the Reverse Services, *mutatis mutandis*, for which purposes all references in this Agreement to Seller shall be deemed to be references to the Ventilator Purchaser. Any attempted assignment or delegation not in accordance with this Section 9(c) shall be null and void.

(d) Amendment and Waiver. Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Seller or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

(e) Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 9(f) the Non-Recourse Persons, and (iii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

(f) Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, (i) no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a "Non-Recourse Person") will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any Agreement Dispute and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions or omissions (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third party beneficiaries of this Section 9(f) and shall be entitled to enforce this Section 9(f) as if a party directly hereto.

(g) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

(h) Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

(i) Complete Agreement. This Agreement (together with the Purchaser Agreement, where applicable) contains the entire agreement of the Parties respecting the provision of Services by Provider to Recipient. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

(j) Jurisdiction and Exclusive Venue. Each Party irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 9(b). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(k) Governing Law; Waiver of Jury Trial.

(i) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(ii) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9(k).

(l) Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a .PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a .PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

(m) Force Majeure. Neither Party nor any of their respective Affiliates shall be liable to the other Party (and shall not be deemed in breach of this Agreement) for any interruption of service, any delays, or any failure to perform under this Agreement solely to the extent caused by matters or events occurring that are beyond the reasonable control of such Party or its Affiliates, including, (i) changes to applicable Law; (ii) fires, floods, acts of God, extremes of weather, earthquakes, tornadoes, or similar occurrences; (iii) riot, insurrection, or other hostilities; (iv) embargo, or fuel or energy shortage; or (v) quarantine measures, epidemics or pandemics (including COVID-19 or the effects of any COVID-19 Measures or Recipient's or Provider's compliance therewith) (each, a "Force Majeure Event"). Each Party shall use its good faith efforts to promptly notify the other upon learning of the occurrence of a Force Majeure Event and the affected Party shall use its commercially reasonable efforts to mitigate and eliminate the Force Majeure Event as promptly as practicable in order to resume performance. Upon the cessation of the Force Majeure Event, the Parties will promptly resume performance of their obligations under this Agreement.

(n) Relationship of the Parties. Provider and its applicable Affiliates shall remain at all times an independent contractor of Recipient in the performance of all Services hereunder. In all matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents, and employees or agents of one Party will not be considered employees or agents of the other Party. Except as otherwise provided herein, neither Party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other Party nor will either Party act or represent or hold itself out as having authority to act as an agent or partner of the other Party, or in any way bind or commit the other Party to any obligations. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties or Persons referred to herein.

(Remainder of page intentionally left blank.)

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

Purchaser

TRUDELL MEDICAL LIMITED

Signed by:
By: ______________________________
7FA5A6F7789E497...
Name: Gerald Slemko________________
Title: Chief Executive Officer_________

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

Seller

VYAIRE HOLDING COMPANY

By:__________________________________
Name: John Bibb
Title: President and Chief Executive Officer

Exhibit A

<u>Form of Tripartite Agreement</u>

Attached.

PRIVATE & CONFIDENTIAL

Date:

[employee]

Dear [employee]

JOINT NOTICE FROM VYAIRE, [_____] AND [_____]

As you know, on [____], Vyaire Medical announced that it had completed the sale of the Vyaire [____] business (the "**Business**") to [_____], a [_____] (the "**Transaction**").

Offer of Employment

In order for you to remain employed in the Business following the completion of the Transaction, [____] ("**[___]**"), on behalf of [insert legal name of entity] ("**[____]**"), is offering you employment as set out in the offer letter (the "**[____] Offer Letter**") in the Appendix of this Notice.

If you accept [_____]'s offer of employment (the "**Offer**"), subject to the terms of this Notice, you will become an employee of [_____] on [[____]] (the "**Commencement Date**").

Additionally, if you accept the Offer:

(i) your accrued unused annual leave entitlement (if any) and past years of service with Vyaire Medical Pte. Ltd. ("**Vyaire Singapore**") will be carried over and recognised by [_____]; and

(ii) Vyaire Singapore will release you from any confidentiality restrictions that may apply to you under your terms of employment with Vyaire Singapore, but only for the purposes of allowing you to work for [_____] and [_____] with respect to the Business. Similarly, your confidentiality obligations to Vyaire Singapore will continue to apply in full following the End Date, to the extent that those would not need to be released to enable you to work for [_____] and [_____] with respect to the Business.

In connection with the Transaction, [_____] agrees that it will assume and discharge all liabilities with respect to your employment, whether accruing prior to, on or after the completion of the Transaction.

Cessation of Current Employment

If you accept the Offer, you will become an employee of [_____] on the Commencement Date and your employment with Vyaire Singapore will terminate on the date immediately preceding the Commencement Date (the "**End Date**"). You consent to the compilation and disclosure of personal data about you (and if applicable, your next of kin and/or dependents) and your employment with Vyaire Singapore to [_____] and [_____], and Vyaire Singapore disclosing to [_____] and [_____] in Singapore such personal data (and for [_____] and [_____] to disclose it to relevant authorities, subject to applicable laws) as may be required for your employment with [_____].

In consideration of Vyaire Singapore having procured the Offer from [_____] and [_____]:

(i) you agree to waive any right to notice of termination, any notice period or payment in lieu of notice with respect to the termination of your employment with Vyaire Singapore; and

(ii) you confirm that, other than your outstanding wages and contractual benefits (excluding any accrued unused annual leave entitlement) as at the End Date (if any), you have no Claims against Vyaire Singapore or its affiliates and related companies arising in connection with your employment or the termination of your employment with Vyaire Singapore, whether or not such Claims arise or may arise under contract, tort, equitable principles or statute, and any such Claims are waived. For this purpose, Claims means all actions, claims, demands, suits, proceedings, liabilities, sums of money, damages and costs (including legal costs on a full indemnity basis).

Acceptance

Please confirm your acceptance of this Notice and the Offer, on or before [_____] by signing and returning a copy of the Acknowledgement and Confirmation Form and the [_____] Offer Letter to [name].

If you return a signed [_____] Offer Letter with any amendments (manuscript or otherwise), this will not constitute a valid acceptance of the Offer.

If you require any further clarification, feel free to contact Nikki Williams, Senior Manager, Human Resources, for Vyaire Singapore at [_____] or [_____] and [_____], [position], for [_____] [contact details].

Yours sincerely,

____
[Name]
for and on behalf of
Vyaire Medical Pte. Ltd

____
[name]
for and on behalf of
[insert legal name of [_____] entity]

____
[NAME]
for and on behalf of
[_____]

Encl. [_____] Offer Letter

ACKNOWLEDGEMENT AND CONFIRMATION FORM

Date:

To:
Vyaire Medical Pte. Ltd (“**Vyaire Singapore**”)
[insert legal name of [_____] entity] (“**[_____]**”)
GoGlobal [_____] Pte. Ltd. (“**[_____]**”)

Dear Sirs,

I refer to the notice jointly issued by Vyaire Singapore, [_____] and [_____] to me on [date] (the "**Notice**"). All capitalised terms used herein which are not otherwise defined shall have the same meaning as set out in the Notice.

I hereby acknowledge and confirm that I accept the Offer and the terms set out in the Notice.

____

Date:

Schedule A

Business Services

Attached.

RDx– Schedule A – Business Services[1]

Note to Draft: Exception to Section 2(c)(i) and (ii) Billing and Payment – Initial Payment, and Purchaser Invoices. Initial invoice for Business Services to be delivered in November 2024 will include 50% of the full month's costs. Subsequent invoices will be prepared in accordance with the final TSA form agreement.

Quality

Service Identifier	TSA Area	Service	Termination Date
Qual-1	**Saudi Arabia License**	Maintain Saudi Arabia Authorized Representative License for Vyaire Medical Inc. which also covers Vyaire Medical GmbH until RDx can obtain a new, standalone AR License for Vyaire Medical GmbH separate license to sell product in country.	[6 months from Effective Date]
Qual-2	**Complaint Handling** (passthrough)	Provide complaint handling processing (via Cognizant).	[3 - 6 months from Effective Date]
Qual- 3	**Clinical Activities**	Support IITs, transition of 2105 Series to RDx QMS/update QMS docs related to clinical activities, sponsored study (pediatric).	[0 – 3 months from Effective Date]

Operations

Service Identifier	TSA Area	Service	Termination Date
Ops-1	**China Legal Agent**	Serve as importer of record and legal agent for RDx in country until RDx can transition to a replacement entity. Including the facility and address for importer of record.	[0 - 3 months from Effective Date]

[1] **Note to Draft**: Any Service to be provided hereunder that is subject to a third-party contract is subject to the bankruptcy assumption and rejection timeline, and as such, the duration of any such Service may be shorter than indicated in this Schedule (and in turn, the Termination Date for such Service may be earlier than indicated), as provided in the Agreement.

Service Identifier	TSA Area	Service	Termination Date
Ops-2	**United States Customs and Brokerage**	Provide existing VMI freight/customs contract accounts with CEVA and UPS for RDx use to schedule coordinate inbound shipments into the Palm Springs production facility. VMI as Importer of Record for US shipments.	[3 - 6 months from Effective Date]
Ops-3 [rTSA with ZOLL]	**Palm Springs**	• Provide access for RDx personnel, customers, and suppliers to the Palm Springs facility to be used in the normal course of business • Provide access to onsite and offsite RDx materials, inventory, workstations, equipment (including FA lab space and lab equipment RDx has a dedicated 20 x 20 room)	[0 - 6 months from Effective Date] [Exception to Section 4(c) of TSA, “Termination by Recipient”. There will be no minimum notice period required by the Recipient to terminate the Service.]
Ops-4	**Brazil (Cotia)**	Services which support the import of RDx products in region until RDx moves sales to distributor.	[0 months to the Close of the Cotia transaction]
Ops-5	**Global Trade/Logistics**	Support for global trade and logistics, including access and use of the SAP based Global Trade Platform that enables customer due diligence.	[0 – 3 months from Effective Date]
Ops-6	**China warehouse/ freight transportation (Xinjie Company)**	Maintain warehouse and transportation contract in Beijing for demo units until RDx can transition to a standalone agreement with Xinjie Company (address: Haifu New Energy Park, No. 1 North Liulangzhuang Village, Maju Bridge, Tongzhou District, Beijing, China). In addition to warehousing costs, any freight or logistics costs triggered by RDx (e.g. inbound or outbound shipments) will be passed through by the seller at cost.	[0 – 3 months from Effective Date]

Other Corporate

Service Identifier	TSA Area	Service	Termination Date
Corp-1	**Outsourced O2C (Order to Cash) Process (**passthrough)	Provide collections and payables processing (via Cognizant). Provide customer service order entry processing (via Cognizant).	[3-6 months from Effective Date]
Corp-2	**AP Support**	Provide resources to source ACH Vendor banking details, verbally confirm and enter into JDE within first 30 days.	[0-30 days from Effective Date]
Corp-3	**Treasury** (incl. both personnel and passthrough)	Provide support to re-route mis-directed cash, etc.	[0-60 days from Effective Date]

Service Identifier	TSA Area	Service	Termination Date
Corp-4	**HR**	**Payroll Administration** Seller to perform payroll processing and administration for conveying employees. Purchaser will pre fund 100% of any payroll amounts; includes wages and taxes before any payroll run occurs. a. China (7) – until NewCo is ready (Effective Date to 31 Dec 2024) b. India (6) – until NewCo is ready (Effective Date to 31 Dec 2024) c. Poland (1) – until November 30 d. Singapore (1) – until November 30 e. UK (31) – until December 31 f. U.S. (stub payroll - ~ 148) – November 13, 14, 15 g. U.S. (2) – h. UAE (1) i. Australia for remainder of November payroll already funded by Seller j. Canada for remainder of November payroll already funded by seller k. Fleet taxable benefit information required for W2s at end of the year as it relates to the portion of the year that Vyaire held the fleet lease contract.	Dec 31, 2024

Service Identifier	TSA Area	Service	Termination Date
Corp-5	**Benefits Administration**	**Benefits Administration** Seller to maintain and administer current employee benefits plans until Purchaser is able to onboard employees onto the Purchaser Benefit Plans. Purchaser will pre fund 100% of any benefits premiums for these employees prior to any payroll run. a. China (7) – until NewCo is ready (Effective Date to 31 Dec 2024) b. India (6) – until NewCo is ready (Effective Date to 31 Dec 2024) c. Poland (1) – until November 30 d. Singapore (1) – until November 30 e. UK (31) – until December 31 f. U.S. (2) – until visas transferred (end date – U.S. payroll ends) g. UAE (1) – until visa transferred h. Australia for remainder of November payroll already funded by Seller i. Canada for remainder of November payroll already funded by seller	Dec 31, 2024
Corp-6	**Legal**	Provide access to and transfer of books and records	[0-3 months from Effective Date]

Technology

Service Identifier	TSA Area	Service	Termination Date
Tech-1A	Infrastructure & Operations – Passthrough	Provide support for the continuation of IT Service Management functions existing as of the Effective Date for End-User Services, Managed Network Services, Data Center Services, Cloud-hosting, Wintel & VDI environments, Linux, Active Directory & IAM services, Microsoft Office 365, and telephony. Support covers maintaining existing infrastructure & operations services including, but not limited to: • Managing, maintaining, monitoring, and supporting the technology stack • Software installations Operational processes to provide this service.	[0-6 months from Effective Date]
Tech-1B	Cybersecurity Operations – Passthrough	Provide support for ongoing cybersecurity governance and protection covering cybersecurity incident management, SIEM logging and analysis, endpoint and e-mail security, vulnerability and threat management, Privileged Account Management (PAM), and vendor risk management. Support covers maintaining existing cybersecurity monitoring and management services including, but not limited to: • Identity & Access Management (IAM) integration, operations, and support • Environmental controls definition, implementation, and management • Vulnerability scanning • Security incident detection, response, and recovery Ongoing governance of the security environment with audit support where necessary.	[0-6 months from Effective Date]
Tech-2	Application Support – Passthrough	Provide support for ongoing application support and maintenance for required web applications, ERP systems, Customer Relationship Management (CRM) systems, QARA applications, and internal corporate Workday and SABA. Support covers maintaining existing application support services including, but not limited to: • Functional and application access support for existing applications and services Technical application support with upgrades as required for break-fix or regulatory changes.	[0-6 months from Effective Date]

Service Identifier	TSA Area	Service	Termination Date
Tech-3	Enterprise Data Management – Passthrough	Provide support for managing Enterprise Data Management solutions existing as of the Effective Date for Master Data Management support (MDM), reporting and analytics platforms, predictive planning support, and existing data integration components. Support covers maintaining existing Enterprise Data Management support services including, but not limited to: • Functional and application access support Managing, monitoring, and maintaining existing data platforms and integrations.	[0-6 months from Effective Date]
Tech-4	Non-Services Contracts – Passthrough	Provide contract support to ensure all required systems, applications, software (Salesforce, Teamcenter, etc.) and infrastructure (AWS, Aryaka, etc.) is accessible to run the RDX business successfully.	[0-6 months from Effective Date]
Tech-5	TSA Governance & Service Delivery – Passthrough	Manage, coordinate, & support delivery of Technology TSAs during transition period. Includes providing Service Level Agreement management, reporting, and operational escalation through TSA delivery period for “business as usual” activities. Separation activities and management is out of scope of Tech-5.	[0-6 months from Effective Date]
Tech-6	Systems Separation Support – Passthrough	Provide Migration support during transition period, will perform Migration activities only within Vyaire IT Landscape for Vyaire existing systems covered under TECH-1A, TECH-1B, TECH-2 & TECH-3 services, where requested by Purchaser. Support Migration planning activities across different migration stages like Discovery, Implementation and Cutover. Testing and validation are out of scope as it will be performed by the Purchaser, Seller will only provide SME support and historical documentation. Pre-approval required from the Purchaser before any Tech-6 deliverables are activated. Payment will be made for pre-approved time and materials. Should any vendor providing services for Tech-6 deliverables expect to incur any costs which exceed any prior pre-approvals from Trudell, then an estimate of the additional vendor cost will be provided to Trudell for additional pre-approval before any vendor can continue work on any Tech-6 deliverable.	[0-6 months from Effective Date]

Service Identifier	TSA Area	Service	Termination Date
Tech-7	Cybersecurity Insurance	Seller to maintain cyber security insurance coverage that names Jaeger Medical International Inc. and its subsidiaries as additional insured.	Terminates when purchaser exits all Technology related TSA services

Oversight and Admin

Service Identifier	TSA Area	Service	Termination Date
O&A-1	**Admin**	Seller will provide TSA management, leadership and oversight of seller employees and vendors necessary to deliver services as outlined in this schedule, coordinate delivery and exit of services with the purchaser, and manage all TSA related admin and resolution of issues.	When all TSA services have been exited by the purchaser.

Schedule B

Reverse Services

Attached.

RDx – Schedule B – Reverse Services

Seller will likely require Purchaser to provide access to records and support for seller to complete required wind down activities, including, but not limited tax filings, records retrievals, access to legacy/former Vyaire owned or operated systems, and former Vyaire employees.

Service Identifier	TSA Area	Service	Termination Date
Reverse-1	**Hoechberg (Germany) Repair**	Provide ongoing access to the Vents repair and troubleshooting facility, subject to reasonable policies and practices implemented by the Purchaser	0-6 months [Exception to Section 4(c) of TSA, "Termination by Recipient". There will be no minimum notice period required by the Recipient to terminate the Service.]
Reverse-2	**Payroll**	Provide payroll processing services as follows: a. Provide support to process payroll for RemainCo Vyaire employees in the US and UK – this service would terminate end of Dec 2024. b. Provide support to process payroll and benefits for RemainCo Vyaire employees in other international jurisdictions, excluding the US and UK	Dec 31, 2024