

EXHIBIT A



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MASTER STAFFING AGREEMENT

This MASTER STAFFING AGREEMENT (the "MSA") is effective Wednesday, July 25, 2018 ("Effective Date") between **Real Staffing Group, a trading division of Specialist Staffing Solutions Inc., Specialist Staffing Solutions, Inc.**, located at 2159 India Street, Suite 200, San Diego, CA 92101 USA ("Staffing Agency") and Vyair Medical, Inc., located at 26125 N. Riverwoods Blvd., Meltawa IL 60045, USA ("Client"). Each Staffing Agency and Client are referred to as a "Party" and collectively as the "Parties".

BACKGROUND

Client and Staffing Agency intend to establish this MSA so that the Parties may use its terms and conditions if contracting for the provision of staffing and/or personnel placement related Services. While this MSA creates certain obligations between the Parties, it expressly does not create any obligation on the part of Client to purchase or Staffing Agency to provide Services. Such purchase and sale obligations shall arise only upon the execution of a Schedule under this MSA.

DEFINITIONS

"Affiliates" means, with respect to either Party, any entity that is controlled by, controls, or is under common control with such Party unless specifically excluded in this MSA.

"Confidential Information" means all non-public information disclosed (whether in writing, orally or by another means) by or through either Party, or its Affiliates, or their respective employees, agents, consultants, auditors, accountants, examiners or attorneys, to the other Party, or its personnel, agents, authorized representatives or subcontractors by reason of the relationship established by this Agreement. Such information includes (i) all such Party's software (regardless of its state of completion or form of recordation), specifications, documentation and work product; (ii) Personal Information; (iii) information including all forms and types of financial, economic, business, security related, scientific, technical, or engineering information including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing; (iv) information traditionally recognized as proprietary trade secrets; (v) all other trade secret, confidential or proprietary information and documentation of such Parties, of entities with which such Party contracts or its customers, prospective customers, employees, directors, outside directors, retirees and their respective spouses and families (whether or not it is designated as such), including information which is not permitted to be disclosed to third parties under applicable laws; and (vi) all copies of any of the foregoing or any materials that contain, are derived from or reflect any of the foregoing.

"Client Inventions" means the following in any form or media, whether now existing or which shall be invented in the future, in whole or in part, whether complete or incomplete, including copies thereof, by or on behalf of Contingent Worker pursuant to a Schedule together with all related Intellectual Property Rights: (i) formulae, algorithms, processes, procedures and methods; (ii) designs, ideas, concepts, research, discoveries, inventions and invention disclosures; (iii) know-how, trade secrets and proprietary information and methodologies; (iv) technology; (v) computer software; (vi) databases; (vii) expressions, works and factual and other compilations; (viii) protocols and specifications; (ix) visual, audio and audiovisual works; and (x) records of each of the foregoing, including documentation, design documents and analyses, studies, programming tools, plans, models, flow charts, reports, letters memoranda and drawings that are in connection with this MSA or a Schedule.

"Client Group" means Client and its Affiliates, officers, directors, employees, agents and subcontractors.

"Contingent Workers" means both Temporary Employees and Independent Contractors.

"Direct-Hire Candidate" means an individual identified by Staffing Agency for potential placement with Client as a full-time employee.

"Independent Contractor" means a third party business entity engaged by Staffing Agency to conduct some or all elements in a Schedule and does not include Temporary Employees supplied by Staffing Agency.

"Introduction Fee" means the fee payable by the Client to the Staffing Agency for an introduction resulting in either a temporary or direct-hire engagement.

Real Staffing Group, a trading division of Specialist Staffing Solutions Inc.
Registered Office Address: Corporation Trust Center, 1209 Orange Street
Wilmington, DE 19801, USA. Registration No: 5742907.



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"Pass-Through Expenses" means all reasonable and necessary out-of-pocket expenses as specified in the budget of each Schedule that are incurred in connection with the provision of Services and are reimbursed by the Client.

"Personal Information" means all information, in any form, that alone, or in combination with other information (a) uniquely identifies a current, former or prospective director, outside director, officer, employee, supplier, resource, retiree or customer of either Party, or their respective spouses or families (e.g., names, addresses, telephone numbers, proprietary information concerning accounts, financial standing, investment holdings and other financial data provided by such parties or (b) is considered "sensitive personal data" such as political opinions, ethnicity, religious beliefs or information related to the physical or mental health of a current, former or prospective director, outside director, officer, employee, retiree or customer of either Party, or their respective spouses or families; or as otherwise defined under applicable laws, including copies of such information or materials derived from such information and information in respect of which a duty of confidence or secrecy is owed to the owner of such information or other contacts of such Party (including "nonpublic persona information" as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6801 et seq.) and "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320d).

"Services" means staffing and recruiting services that Staffing Agency has agreed to provide as described further in a relevant Schedule.

"Staffing Agency Inventions" means all inventions which are made by Staffing Agency: (1) other than at the specific request by Client and at Client's cost, or (2) without reference to or use of Client Confidential Information.

"Temporary Employee" means a W-2 candidate identified by Staffing Agency for temporary assignment with Client as listed in a Schedule.

"Schedule" means a fully executed written agreement (including any mutually agreed upon amendments and change orders) between the Parties that incorporates the terms of the MSA and that includes, among other terms and conditions, a specification of fees and expected dates of assignment for the Contingent Workers or direct-hire placement details, as applicable.

1. MSA AND SCHEDULE(S)

- (a) In the event that, from time to time, Staffing Agency and Client agree that Staffing Agency will provide Services, the Parties shall enter into a Schedule under this MSA, which shall define the scope of Services and otherwise set the additional terms and conditions applicable to the placement made by Staffing Agency. Staffing Agency will not begin work on any Services without an executed Schedule authorizing the Services. Client agrees and expressly acknowledges that Staffing Agency will not provide the Services unless authorized first by Client. If at any time it is discovered that any Services were provided without an executed Schedule or MSA, Client must complete the task of executing and returning the applicable Schedule and/or MSA in the last form provided to Client by Staffing Agency because it would not have started providing services unless Client assented to such terms beforehand. Failure to do so shall constitute a material breach of this Agreement.
- (b) Each Schedule will incorporate by reference the terms of this MSA, but each Schedule shall be a unique agreement and shall stand alone with respect to any other Schedule. If any provisions of a Schedule are in direct conflict with this MSA so that the provisions of both cannot be given effect, the terms of the MSA shall govern the specific issue, unless expressly stated in the Schedule. Pricing, rates and fees in a Schedule that are in conflict with the MSA, shall supersede the pricing, rate and fees in the MSA. A Schedule form is included as Exhibit A to this MSA.
- (c) Each assignment under this MSA will require a new Schedule and each Schedule shall be numbered using the Staffing Agency's placement ID number.

2. PERFORMANCE BY STAFFING AGENCY

- (a) Staffing Agency agrees to perform Services in compliance with the terms of this MSA, all specifications and timelines established in the Schedule and all applicable generally accepted industry standards.
- (b) In the event that either Party fails to perform in accordance with the terms of this Agreement or any executed Schedule, the other Party may terminate this Agreement or the Schedule immediately.



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- (c) Staffing Agency will perform the Services under the general direction of Client or its designated contact. All Contingent Workers will be presented to Client for initial screening and approval prior to being placed on assignment.
- (d) Modifications to the scope or the assumptions on which a Schedule is based shall be made only by agreement between the Staffing Agency and Client in writing as an amendment to the Schedule. Each such amendment will specify, at minimum, the change in scope, changes in assignment dates, fees, or costs described in the Schedule. Each Party shall respond promptly to a request for an amendment or provide a response to a change in scope as required. Amendments to the Schedule shall be documented using the form appended hereto as Exhibit B.
- (e) Upon Client's request, Staffing Agency will require all assigned Contingent Workers to sign confidentiality agreements, in the form of Exhibit C, before they begin any assignment with Client.
- (f) Staffing Agency provides staffing and recruiting services and as such, shall not be responsible for any deliverables or guarantee the Contingent Worker's work product or conduct.

3. STAFFING AGENCY PERSONNEL, SUBCONTRACTING AND RESOURCES

- (a) Staffing Agency shall conduct a background check of each Contingent Worker Staffing Agency proposes to submit to Client: (i) upon offer and acceptance of a position and request of such by Client; and/or (ii) pursuant to applicable law. If the aforementioned conditions are not satisfied, Staffing Agency is not responsible for conducting any background checks of any Contingent Worker. If a background check is requested or required, the Schedule will set forth the specific requirements for the background check, including the parameters of acceptance as determined by Client, as well the training and qualifications required for each such Contingent Worker. The full cost of such background check shall be billed to Client.
- (b) Staffing Agency shall conduct a motor vehicle check on all Contingent Workers required to drive on behalf of Staffing Agency or its Clients. Staffing Agency will apply its own policy regarding motor vehicle checks, unless Client provides Staffing Agency its own adjudication criteria prior to assignment offer.
- (c) Client shall notify Staffing Agency immediately if any Contingent Worker discontinues their work under a Schedule. In the event that Staffing Agency is hired solely to recruit Direct-Hire Candidates for review by Client, the relevant specifications for those Services will be set forth in the applicable Schedule.
- (d) If Client requests in writing the replacement of any Staffing Agency Contingent Worker due to reasonable concerns regarding performance or conduct, Staffing Agency will promptly remove that individual from the Client's premises and assign an appropriate replacement as soon as reasonably possible.
- (e) Staffing Agency may replace a Contingent Worker provided that:
 - (i) Client shall be given prompt written notice of the Contingent Worker Staffing Agency proposes to replace and information regarding Staffing Agency's proposed replacement;
 - (ii) Client may refuse proposed replacement Contingent Worker that is, in Client's reasonable opinion, unacceptable to Client. In such instance that Client refuses the proposed replacement, Staffing Agency shall bear no further obligation to Client for replacement of such Contingent Worker. Client opining that a proposed replacement Contingent Worker is unacceptable shall have no bearing or impact on any compensation due to Staffing Agency for previously performed Services as required by the MSA or any applicable Schedule.

4. COMPENSATION

- (a) In consideration for its performance of Services, Client shall pay Staffing Agency in accordance with the terms of this Agreement and the applicable Schedule.
- (b) Staffing Agency is responsible for paying any compensation due to a Contingent Worker as a result of such Contingent Worker's performance under a Schedule and if applicable, Staffing Agency is responsible for withholding and remitting all income taxes from



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the Temporary Employee's compensation and for paying all applicable insurance, if any, for Temporary Employees. Staffing Agency will provide benefits to which the Temporary Employees are entitled under applicable law and Staffing Agency's benefit plans. Staffing Agency shall also be solely responsible for all administrative functions standard in the employer/employee relationship for all Temporary Employees, such as conducting performance reviews (based on Client's feedback), counselling, grievance and dispute resolution, and other required or agreed upon procedures. In the event that Staffing Agency provides any Services through an Independent Contractor, Staffing Agency shall require such Independent Contractor to be bound by obligations that are substantially similar to those of this Section 4(b) in regards to the Independent Contractor's employees.

- (c) The fees set forth in a Schedule (the "Fees") establish the cost for the Services provided by Staffing Agency.

- (h) In the event that a Contingent Worker is introduced by more than one agency, the agency who presented the Contingent Worker first, as supported by written documentation, including evidence of the right to represent, will be entitled to the applicable fees.
- (i) All Contingent Workers provided by Staffing Agency shall submit timesheets, on a weekly basis, through Staffing Agency's online portal and, if required by Client, through the Client's timekeeping process. Staffing Agency will provide invoices to Client that include a detailed accounting of all time billed to Client. Staffing Agency shall submit invoices to Client for fees and Pass-Through Expenses related to Services rendered and authorized by Client. Client shall pay all invoices within fourteen (14) days of the date of invoice. The following information will be indicated on each invoice:
- (i) Invoice number and purchase order number (to be provided by Client);
 - (ii) Invoice date;
 - (iii) Dates on which Services were provided;
 - (iv) Total amount of fees for the Services and, stated separately, any Pass-Through Expenses incurred.
 - (v) Any applicable taxes
- (j) Unless otherwise specified in a Schedule, all invoices will be sent electronically to Client and issued to the following name and address:
- Accounts Payable
Vyaire Medical, Inc.
26125 N. Riverwoods Blvd., Meltawa IL 60045, USA
GMB-US-HQ-AccountsPayable@vyaire.com
- (k) Staffing Agency will invoice Client for Pass-Through Expenses at Staffing Agency's actual cost and without any mark up or administrative fee, unless agreed in writing by Staffing Agency and Client.



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- (l) Client shall pay Staffing Agency or its Contingent Workers for travel time, if applicable. Client will reimburse all Client required travel expenses, if Client is provided with the supporting documentation and in accordance with Client's applicable Travel and Expense Policy (which shall be attached to the this Agreement as Exhibit D).
- (m) Any per diems established by Client must abide by all applicable laws and regulations.
- (n) In the event that any federal, state and local sales, use, excise, value added or other like tax payments are due on the amounts paid by Client to Staffing Agency, Staffing Agency shall pay and bill to Client, without any markup, such federal, state and local sales, use, excise, value added, other like taxes on the services provided to Client by Staffing Agency under this MSA. Client shall pay such taxes to Staffing Agency without any deduction. Nothing in this section shall be deemed to refer to payroll, unemployment, or income taxes.
- (o) Any payment due to Staffing Agency that is not made within the specified period of time for payment as stated in the Agreement will result in the incurrence of a late fee in the form of an interest charge at the maximum legal rate permitted by law on all such past due amounts.

5. TERM; TERMINATION

- (a) This MSA will commence on the Effective date and shall remain in effect until terminated by either Party as set forth below. If this MSA is not renewed, the terms of this MSA shall nevertheless apply to any outstanding Schedule until completion of the Services described in such Schedule or appropriate termination of the Schedule. Each Schedule shall take effect as of an effective date designated in the Schedule and shall continue in full force and effect unless specifically terminated in accordance with the terms of this MSA or the terms of that Schedule.
- (b) Unless expressly stated otherwise in the Schedule and to the extent permitted by applicable law, either Party may terminate this MSA or any Schedule, in whole or in part, with or without cause, upon giving five (5) business days prior written notice to the other Party.
- (c) Either Party may terminate this MSA or any Schedule immediately upon written notice if the other Party becomes insolvent, or if proceedings are instituted against the other Party for reorganization or other relief under any bankruptcy law, or if any substantial part of the other Party's assets come under the jurisdiction of a receiver or trustee in an insolvency proceeding authorized by law.
- (d) Either Party may terminate this MSA or any Schedule immediately upon written notice to the other Party if such other Party fails to remedy a material breach of this MSA or a Schedule within ten (10) days after written notice to the breaching Party. For the avoidance of doubt, non-payment of invoices shall be considered a material breach of this Agreement.

6. EFFECT OF TERMINATION

- (a) Upon notice of termination of the MSA or a Schedule, Staffing Agency shall use all reasonable efforts to conclude any uncompleted Services. Staffing Agency shall not undertake further work, incur additional expenses, or enter into further commitments with regard to any Services, except as mutually agreed upon in writing by the Parties.
- (b) Upon the effective date of termination of the MSA or a Schedule, Staffing Agency shall invoice Client for payments due for Services completed. This invoice and any payment obligation of Client are subject to Section 4 of this MSA. If, upon the effective date of termination, Client has advanced funds which are unearned by Staffing Agency, Staffing Agency shall repay such funds within ninety (90) days of the effective date of termination.
- (c) Compliance with this Section 6 does not limit or waive either Party's potential remedies for a breach of this MSA or a Schedule. Termination of this MSA or a Schedule shall not release either Party from any obligation or right which accrued to that Party prior to the effective date of termination or which later accrues from an act or omission which occurred prior to the effective date of termination.

7. RECORDKEEPING; ACCESS



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- (a) Both Parties shall keep and maintain complete and accurate records (financial and otherwise), files, books, accounts and sources of information relating to the Services provided under this MSA and shall allow the other party to audit such records for a period of two (2) years after the termination of this Agreement.

8. CONFIDENTIALITY

- (a) Staffing Agency agrees not to use Client's Confidential Information for any purposes other than the performance of this MSA or a Schedule. Staffing Agency agrees not to disclose Client's Confidential Information to third parties except as necessary for the performance of this MSA or a Schedule. Staffing Agency shall only disclose Client Confidential Information with its personnel who have a need to know such information. Staffing Agency shall safeguard Client Confidential Information with the same standard of care that is used with Staffing Agency Confidential Information, but in no event less than reasonable care.
- (b) Client agrees not to use Staffing Agency's Confidential Information for any purposes other than the performance of this MSA or a Schedule. Client agrees not to disclose Staffing Agency's Confidential Information to third parties except as necessary for the performance of this MSA or a Schedule and under an agreement by the third party to be bound by obligations that are substantially similar to those of this Section. Client shall safeguard Staffing Agency's Confidential Information with the same standard of care that is used with Client's Confidential Information, but in no event less than reasonable care.
- (c) The obligations of confidentiality and limited use under this Section shall not extend to any information:
- (i) which is or becomes publicly available, except through breach of this MSA or a Schedule;
 - (ii) which Client or Staffing Agency, as applicable, can demonstrate that it possessed prior to, or developed independently from, disclosure or development under this MSA or the relevant Schedule;
 - (iii) which Client or Staffing Agency, as applicable, receives from a third party which is not legally prohibited from disclosing such information;
 - (iv) which Client or Staffing Agency, as applicable, is required by law to disclose, provided that the other Party is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement; or
 - (v) which has to be disclosed in order to provide appropriate medical care to a Candidate.
- (d) Both Parties shall treat the existence and the conditions of this MSA confidential unless required to be disclosed by law.
- (e) The obligations of this Section shall survive termination of this MSA and any applicable Schedule.

9. DATA PRIVACY AND SECURITY

All information containing personal data ("Personal Information") shall be handled in accordance with all applicable privacy laws, rules and regulations ("Privacy and Data Security Laws"), including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA) and the European Data Protection Directive [EC/95/46], as the same may hereafter be amended, modified or changed. Without limiting the Parties other obligations under this Section 9, the Parties shall (a) implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information and take such other actions as are necessary to maintain conformance with industry standards of security and to protect the security and confidentiality of the Personal Information, protect against any anticipated or actual threats or hazards to the security or integrity of the Personal Information and prevent unauthorized access to or destruction, use, modification and disclosure of Personal Information, and (b) otherwise keep the Personal Information confidential in accordance with the terms of this MSA and any Privacy and Data Security Laws. Without limitation of the above, the Parties shall employ commercially reasonable technologies and procedures for the safe, secure and accurate collection, processing, storage, and distribution of Personal Information.

10. INTELLECTUAL PROPERTY



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- (a) Staffing Agency agrees that Client Inventions shall be the sole property of Client and that any Client Inventions which are works of authorship subject to copyright shall be "works made for hire" of which Client shall be deemed the author and owner of the rights comprised in copyright. Without limiting the foregoing, and without additional consideration, Staffing Agency hereby also assigns to Client all rights, title, and interest Staffing Agency may have in any Client Inventions upon the future creation of such Client Inventions. If requested by Client, Staffing Agency agrees to obtain written agreements (to be provided by Client) with Contingent Workers, employees, agents, and subcontractors which assign, without additional consideration, all rights, title and interests in Client Inventions to Client.
- (b) If Client requests, Staffing Agency will execute and will cause its Contingent Workers, employees, agents, or subcontractors to execute any instruments or testify as Client deems necessary for Client to obtain patents or otherwise to protect Client's in a Client Invention. Client will reasonably compensate Staffing Agency for the time devoted to such activities and will reimburse Staffing Agency for reasonable and necessary expenses incurred.
- (c) Client agrees that Staffing Agency Inventions shall be the sole property of Staffing Agency.
- (d) The obligations of this Section shall survive termination of this MSA and any applicable Schedule.

11. REPRESENTATIONS AND WARRANTIES

- (a) Both Parties represent and warrant that it is not bound by any other agreement under which there would be a default as a result of the execution and performance of this MSA or a Schedule.
- (b) Both Parties represent and warrant that it will require all employees, agents, Contingent Workers, and subcontractors in connection with this MSA and any Schedule to comply with the provisions of this MSA and the applicable Schedule.
- (c) Both Parties represent and warrant that it and its Affiliates and their respective directors, officers, employees, and permitted subcontractors shall comply with all applicable provisions of the UK Bribery Act 2010 (the "Bribery Act"), the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§78dd-1, et. seq. (the "FCPA"), and any and all other applicable anti-corruption and anti-kickback laws and regulations.
- (d) Staffing Agency represents and warrants that all Services will be performed in compliance with all applicable laws and regulations.
- (e) Although it is acknowledged the Client is not an employer of Contingent Worker pursuant to this Agreement, Client represents and warrants that it shall not discriminate against Contingent Workers based on race, color, religion, sex, national origin, disability, sexual orientation, or any other characteristic protected by applicable laws, or retaliate against Contingent Workers for protected activity in violation of applicable laws, and shall indemnify the Staffing Agency for any breach thereof.
- (f) Both Parties represent and warrant that it shall abide by all applicable laws and regulations.
- (g) Staffing Agency shall comply with all provisions of the Affordable Care Act ("ACA") applicable to Temporary Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.
- (h) Subject to Section 12, each Party shall indemnify, defend and hold harmless the other Party from and against any loss, expense, cost (including reasonable attorneys' fees), liability, damage or claim by third parties that arises out of any breach of the representations and warranties contained in this clause 11.

12. INDEMNIFICATION

- (a) Client agrees to indemnify, defend and hold harmless Staffing Agency and its Affiliates, officers, directors, employees, agents, and subcontractors employed in the performance of Services ("Staffing Agency Indemnitees") from and against any loss, expense, legal costs (including reasonable attorneys' fees), liability, damage, or claim by third parties, including any heirs or assigns, that arises out of the (i) failure of Client to comply with the terms of this MSA or Schedule, or (ii) negligence or willful acts or omissions, including but



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not limited to items relating to claims of harassment and retaliation, of any Client employee, agent, or subcontractor ("Claim"); provided that:

- (i) Client shall not indemnify any Staffing Agency Indemnitee for any Claim to the extent the Claim arose out of the negligence or wilful misconduct of Staffing Agency, its employees, agents or subcontractors;
 - (ii) Client is promptly notified in writing of any Claim for which Staffing Agency Indemnitees seek coverage under this; and
 - (iii) Client has sole control over the defense or settlement of any Claim for which Staffing Agency Indemnitees seek coverage under this Section, and Staffing Agency Indemnitees fully cooperate with Client in the defense or settlement of such Claim, provided that no Staffing Agency Indemnitee shall be required to admit fault or responsibility in connection with any settlement.
- (b) Staffing Agency agrees to indemnify, defend and hold harmless Client and its Affiliates, officers, directors, employees, agents, and subcontractors ("Client Indemnitees") from and against any loss, expense, cost (including reasonable attorneys' fees), liability, damage, or claim by third parties that arises out of the (i) failure of Staffing Agency to comply with the terms of this MSA or a Schedule, or (ii) the negligence or wilful misconduct of Staffing Agency in its performance of the Services ("Claim"); provided that:
- (i) Staffing Agency shall not indemnify any Client Indemnitee for any Claim to the extent the Claim arose out of the negligence or wilful misconduct of Client or its employees, agents or subcontractors;
 - (ii) Staffing Agency shall not indemnify any Client Indemnitee for any Claim to the extent the Claim arose out of a breach by Client of this MSA or a Schedule;
 - (iii) Staffing Agency is promptly notified in writing of any Claim for which Client Indemnitees seek coverage under this Section so that Staffing Agency's ability to defend or settle the Claim is not adversely affected; and
 - (iv) Staffing Agency has sole control over the defense or settlement of any Claim for which Client Indemnitees seek coverage under this Section, and Client Indemnitees fully cooperate with Staffing Agency in the defense or settlement of such Claim, provided that no Client Indemnitee shall be required to admit fault or responsibility in connection with any settlement.
- (c) The obligations of this Section shall survive termination of this MSA and any applicable Schedule.

13. LIMITATION OF LIABILITY

In no event will either Party have any liability to the other Party under or in connection with this Agreement howsoever arising in respect of loss of profits or contracts or for special, indirect or consequential loss or damage, punitive or exemplary damages, or for any increased costs or expenses, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen and it is further agreed that each Party's liability under the Agreement shall be limited to a maximum of \$500,000 per claim. Of the exclusions outlined above, only the exclusion with respect to punitive and exemplary damages shall apply with respect to personal injury, including death caused by a Party's negligence.

14. INSURANCE

The Parties shall each carry and maintain, at its sole expense, with financially sound and reputable insurers during the term of this MSA and any Schedule, insurance policies at the minimum levels required by all applicable laws and regulations in the state in which the Services will be provided. Independent Contractors of Staffing Agency shall be required to carry Worker's Compensation and General Liability Insurance. Certificates evidencing such insurance shall be made available to a Party upon its request.

15. INDEPENDENT CONTRACTOR

The relationship of the Parties is that of independent contractors. Neither Party is the partner, joint venturer, or agent of the other and neither Party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization. Except where expressly stated otherwise in a Schedule, at no time shall any person or



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Contingent Worker provided by Staffing Agency be eligible to participate in any employee benefit plan or program or employee welfare plan provided by Client, and in no way will any such person or other employee of Staffing Agency be considered an employee of Client.

16. OFAC

Client hereby represents and warrants that (i) neither Client, nor anyone nor any entity who directly or indirectly owns a 50% or greater economic or voting interest in Client, nor any of Client Group are or will be, at any time during the Agreement, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time or is an entity domiciled under regions sanctioned by the U.S. Department of Treasury, (ii) neither Client nor Client Group are or will be, at any time during the Agreement, a government official, including without limitation an official or employee of any government, an official of a political party, or a candidate for political office, or a director, officer, employee or "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a government instrumentality and (iii) neither Client nor Client Group will, at any time during the Agreement, engage in any activity under this Agreement, including the use of Services provided by Staffing Agency in connection with this Agreement, that violates applicable U.S. economic sanctions laws or causes Staffing Agency to be in violation of such U.S. economic sanctions laws.

17. ANTI-MONEY LAUNDERING

Client hereby represents and warrants that at all times Client and Client Group have conducted and will conduct your operations ethically and in accordance with all laws, including but not limited to laws that prohibit commercial bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which Client will use to comply with Client's payment obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. Client will provide us with all information and documents that Staffing Agency may from time to time request in order to comply with all Anti-Money Laundering Laws.

18. ANTI-CORRUPTION LAWS

Neither Client nor Client Group or anyone acting on behalf of Client, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of Staffing Agency for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any action in violation of the lawful duty of the official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement or the Services.

19. USE OF PARTIES' NAMES

The Parties shall not make (or have made on its behalf) any oral or written release of any statement, information, advertisement or publicity in connection with this MSA or any Schedule which uses or makes reference to the other Party's name, symbols, or trademarks, unless such Party has otherwise expressly consented to same in writing. The obligations of this Section shall survive termination of this MSA.

20. FORCE MAJEURE

- (a) If either Party is delayed in performing an obligation under this MSA or a Schedule by strike, lockout, or other labor troubles of a third party; by restrictive governmental or judicial order not directly related to this MSA or the relevant Schedule; or by riots, insurrection, terrorism, war, inclement weather, or Acts of God; illegal actions (or inactions) of state bodies, performance is excused for the period of such delay. The delayed Party shall promptly notify the other in writing of the delaying event.
- (b) The Party affected by such force majeure shall use all reasonable efforts, to eliminate, compensate and overcome any of such contingencies and resume performance of its duties.



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Fax: +1-415-796-8099
e-mail: sandiegocontractbc@realstaffing.com
<http://us.realstaffing.com>

- (c) If any of such force majeure circumstances directly affected the performance of the obligation in the time period stipulated in the MSA this time period is extended correspondingly for a period during which such circumstance lasts.
- (d) If partial or complete non-performance of either Party lasts for over four (4) months the other Party may terminate the MSA without obligation.

21. NOTICES

- (a) All notices under this MSA or a Schedule shall be sent by registered or certified mail, postage prepaid, or by overnight courier service. Notices may be sent by facsimile or e-mail, if confirmed by also sending as described above.
- (b) Notices pertaining to this MSA shall be sent to:

If to Staffing Agency:
Real Staffing Group, Specialist Staffing Solutions, Inc.
2159 India Street, Suite 200, San Diego, CA 92101 USA
Attn: Scott Fulton

With copy to:
Real Staffing Group, Specialist Staffing Solutions, Inc.
2159 India Street, Suite 200, San Diego, CA 92101 USA
Attn: Legal Department

If to Client:
Vyaire Medical, Inc.
26125 N. Riverwoods Blvd., Meltawa IL 60045, USA

- (c) Notices pertaining to a Schedule shall be sent to representatives identified in the Schedule with a copy to a Party at the address above.

22. ASSIGNMENT

Any assignment by Client is valid only upon the prior written consent of Staffing Agency. To the extent permitted above, this MSA or any Schedule shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Staffing Agency may, upon thirty (30) days' written notice to Client, assign its rights and obligations under this MSA or any Schedule.

23. WAIVER; MODIFICATION OF AGREEMENT

No waiver, amendment, or modification of any of the terms of this MSA or a Schedule shall be valid unless in writing and signed by authorized representatives of both Parties. Failure by either Party to enforce any rights under this MSA or a Schedule shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

24. GOVERNING LAW

This MSA and any Schedule shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of choice of law of that jurisdiction. Any dispute arising from or in connection with this MSA shall be subject to arbitration before a single arbitrator under the Rules of the American Arbitration Association.

25. PREVAILING PARTY

In any action brought to enforce any provision of this MSA or Schedule, in addition to any other relief granted, the prevailing Party shall recover his or its reasonable costs, including, without limitation, reasonable attorneys' fees and costs of suit.

26. ENTIRE AGREEMENT



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The terms and conditions included in this MSA, and any other applicable schedules appropriately and completely executed, represent the entire and integrated agreement between Staffing Agency and Client and supersedes all prior negotiations, representations or agreements, either written or oral, regarding the Services.

27. CONCLUDING CONDITIONS

- (a) An electronically scanned copy of the MSA and any Schedule shall be considered authentic and having the same legal force as the original copy.
- (b) This MSA, in conjunction with individual Schedule entered into under this MSA, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter.
- (c) All addenda and supplements to the MSA are an integral part of this MSA.
- (d) If any provision(s) of this MSA should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this MSA shall not in any way be affected.

IN WITNESS WHEREOF, the Parties hereto, each by a duly authorized representative, have executed this MSA as of the Effective Date.

**Signed for and on behalf of
Real Staffing Group, a trading division of Specialist
Staffing Solutions Inc.**

**Signed by an Authorised Signatory of the Client
Vyaire Medical, Inc.**

By:

Name: Scott Fulton

Title Regional Director

Date: Wednesday, July 25, 2018

By:

Name:

Title:

Date:

List of Exhibits

Exhibit A – Schedule ("SCHEDULE")

Exhibit B – Form of Amendment

Exhibit C – Confidentiality Agreement & Assignment (to be signed by Contingent Worker)

Exhibit D – Client's Travel & Expense Policy (if applicable)

Exhibit E – Client's Policies & Procedures (if applicable)



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Signed for and on behalf of
Real Staffing Group, a trading division of Specialist
Staffing Solutions Inc.

Signed by an Authorised Signatory of the Client
Vyaire Medical, Inc.

By:

Name: Scott Fulton

Title: Regional Director

Date: Wednesday, July 25, 2018

By: _____

Name: Steve Marshall

Title: Dir. CQA

Date: 28 APR 2021

List of Exhibits

- Exhibit A – Schedule ("SCHEDULE")
- Exhibit B – Form of Amendment
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EXHIBIT B

FORM OF AMENDMENT AMENDMENT #1 TO SCHEDULE # RE: 1102-000006525816/000006525816

THIS AMENDMENT # 1102-000006525816/000006525816 ("Amendment # 1102-000006525816/000006525816"), dated Wednesday, July 25, 2018 (the "Effective Date"), by and between Vyaire Medical, Inc. ("Client") with offices at 26125 N. Riverwoods Blvd., Meltawa IL 60045, USA and **Real Staffing Group, a trading division of Specialist Staffing Solutions, Inc.** with offices at 2159 India Street, Suite 200, San Diego, CA 92101 USA ("Staffing Agency").

WHEREAS, under the terms of a certain Schedule # 1102-000006525816/000006525816, dated Wednesday, July 25, 2018 by and between the Parties, Client agreed to retain Staffing Agency and Staffing Agency agreed to be retained by Client, to perform the Services as more particularly described in the Schedule; and

WHEREAS, the Parties hereto have entered into certain additional agreements with respect to modification of the Schedule, and which they desire to memorialize in this Amendment # 1102-000006525816/000006525816;

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

Except as modified in this Amendment, all terms and conditions of the Agreement and Schedule shall remain in full force and effect.

The contract Agreement has been amended to include the following clauses:

The Staffing Agency shall perform, or cause to be performed background checks on Contingent Worker(s); background checks shall include the following: a federal criminal background check for the past seven (7) years, Social Security Trace, and highest level of education.

The Staffing Agency shall perform, or cause to be performed a 7 panel drug screening on Contingent Worker (s) prior to Contingent Worker providing any services.

Contingent Worker (s) may be assigned at the discretion of Client contingent upon satisfactory findings of the background screening as determined by Client; Client shall review any potential adverse information revealed by the background check and will evaluate the eligibility of Contingent Worker (s) in accordance with all applicable laws, including but not limited to federal guidance related to the use of criminal records issued by the Equal Employment Opportunity Commission.

IN WITNESS WHEREOF, the Parties hereto, each by a duly authorized representative, have executed this Amendment as of the date first written above.

Real Staffing Group, a trading division of Specialist Staffing Solutions Inc.
Registered Office Address: Corporation Trust Center, 1209 Orange Street
Wilmington, DE 19801, USA.Registration No: 5742907.

Client - General - MSA - USA
20/07/2018
Revised Edition: 03/11/2017



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**Signed for and on behalf of
Real Staffing Group, a trading division of Specialist
Staffing Solutions Inc.**

**Signed by an Authorised Signatory of the Client
Vyair Medical, Inc.**

By:

Name: Scott Fulton

Title Regional Director

Date: Wednesday, July 25, 2018

By:.....

Name:.....

Title:.....

Date:.....