EXHIBIT B

All Purpose
Commercial Surety Application

THE HARTFORD

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

General Information Questions

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

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

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

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

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

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

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

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

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

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

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

1 General Underwriting Questions
(required for all Applicants)

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

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

2 License, Permit and Miscellaneous Bonds

Has the Applicant continuously been in business under the current name and ownership for at least 3 years? ☒ No ☐ Yes

Does the bond guarantee the performance of a *specific* contract or agreement? ☒ No ☐ Yes

If Yes, attach a copy of the contract or agreement. ☐ copy attached

Does the bond cover any type of environmental or pollution exposure? ☒ No ☐ Yes

Does the bond guarantee the payment of taxes, fees, wages or payment of any type? ☐ No ☒ Yes

3 Lost Instrument Bonds

Present Market Value _____ Is the Bond: ☐ Open Penalty or ☐ Fixed Penalty

Description of the lost instrument or security: _____

In whose name are the instruments or securities registered: _____

Have the instruments or securities been endorsed? ☐ No ☐ Yes

Have the instruments or securities been assigned to another party? ☐ No ☐ Yes

Are the lost instruments or securities in bearer form? ☐ No ☐ Yes

Has Notice of Loss been given? ☐ No ☐ Yes

If Yes, to whom? _____ Date: _____

Has a Stop Notice been issued? ☐ No ☐ Yes

Please complete an Affidavit. ☐ copy attached

4 Public Official Bonds

☐ Elected ☐ Appointed Position Title _____

Effective Date: _____ Expiration of Term: _____ or ☐ Term is indefinite

Have you held this position before? ☐ No ☐ Yes

If Yes, when? _____

If you have not held this position previously and the bond amount is greater than $100,000, attach a copy of your resume. ☐ copy attached

Do you or your subordinates handle money or securities? ☐ No ☐ Yes

If so, how much is handled annually? _____

Does an external CPA annually audit the financial accounts and fund balances? ☐ No ☐ Yes

If the bond amount is greater than $250,000, provide a copy of latest fiscal year-end statement. ☐ copy attached

Total number of employees you directly or indirectly supervise: _____

5 Fiduciary Bonds

Applicant's Age: _____ **Applicant's** Net Worth: _____

How long have you been with your current employer? _____ Active or retired? _____

Date of your appointment: _____ Name of Estate: _____

What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? _____

Are you indebted to the estate of the deceased/incompetent/minor/beneficiary? ☐ No ☐ Yes

If Yes, in what amount and what are the terms of repayment: _____

Attorney's name and address: _____

Court jurisdiction (Obligee) in which bond will be filed: _____

Is there an ongoing business? ☐ No ☐ Yes

If Yes, provide details: _____

Inventory of the Assets: Cash: Securities: Real Estate: Other:

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

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

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

Date of Death: _____

Is the estate insolvent? ☐ No ☐ Yes

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

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

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

Where does minor/incompetent reside? _____

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

If Yes, provide details: _____

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

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

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

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

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

Debtor: _____

Address: _____

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

Do you carry Fidelity coverage? ☐ No ☐ Yes

If Yes, in what amount? _____ Carrier: _____

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

If Yes, in what amount? _____ Carrier: _____

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

7 **Court: Judicial Bonds**

Judgment / Claim Amount: _____

Type of Action: _____

Case Number: _____ Court Jurisdiction: _____

Attorney's name and address: _____

Summary of the Action: _____

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

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

Indemnity Agreement

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

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

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

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

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

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

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

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

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

If Indemnitor is a PARTNERSHIP , CORPORATION or LLC:

Look here to see who can sign

Vyaire Medical Inc.
Name of Firm/Corporation

NO SEAL
(Seal)

Witness signature: Tina Moore
Tina Moore
Print Above Name Here

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

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

Witness signature: ____________________

____
Print Name Above

Indemnitor signature: ____________________

____
Print Name, Title, Social Security or FEIN # of above

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

Witness signature: ____________________

____
Print Name Above

Indemnitor signature: ____________________

____
Print Name, Title, Social Security or FEIN # of above

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

Witness signature: ____________________

____
Print Name Above

Indemnitor signature: ____________________

____
Print Name, Title, Social Security or FEIN # of above

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

CALIFORNIA NOTICE

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