

PREVENTATIVE MAINTENANCE AGREEMENT

This Equipment Preventative Maintenance Agreement (the "Maintenance Agreement") is made and effective from the date of signing.

BETWEEN: Fleming Medical Ltd., a corporation organized and existing under the laws of Ireland with its head office located at:

Corcanree Business Park
Dock Road
Limerick
V94 K6W4

AND: [EQUIPMENT OWNER] (the "Client"), a corporation organized and existing under the laws of the [COUNTRY] with its head office located at:

[COMPLETE ADDRESS]

WHEREAS, Client is desirous of availing itself of equipment maintenance services provided by the Fleming Medical Ltd..

WHEREAS, Fleming Medical Ltd. is a qualified provider of equipment maintenance services and is willing to provide such services to Client as per the terms herein.

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

1. ANNUAL RATE FOR PREVENTATIVE MAINTENANCE SERVICE

The annual rate for maintenance of the [DEVICE/EQUIPMENT] is [AMOUNT] and shall be paid in advance of maintenance being carried out.

The costs of collection and return shipping of the equipment to the Fleming Medical Offices in Limerick are included in the fee for the duration of this Agreement. Alternatively, the preventative maintenance can be carried out on-site at the request of the Client, which will incur additional costs for travel.

Please note that any replacement parts or consumable items that are required, such as batteries and pads, as well as any ad-hoc service calls over and above the scheduled Annual Service, are in addition to the service provided and as such will incur additional costs.

2. ANNUAL PREVENTATIVE MAINTENANCE SERVICE

Fleming Medical Ltd. agrees to provide an Annual Service of the equipment listed above. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. If the charges are increased, the Client may, as of the effective date of such increase, terminate this Agreement by written notice to the Fleming Medical Ltd. Otherwise, the new charges shall become effective upon the date specified in the renewal invoice.

3. ANNUAL SERVICE

The following services are included:

- Visual inspection of the casing including all door mechanisms
- Visual inspection of all accessories including battery, pads and cabling, where applicable
- Plug in software diagnostics of device, shock test, and battery check on AED devices
- Printer and Simulation test, on readings accuracy, on all ECG devices
- A digital report will be submitted to the customer within 7 days of completing the above

Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by or meeting the specifications of Fleming Medical Ltd. are used. Fleming Medical Ltd. shall have full and free access to the equipment to provide service thereon. If persons other than Fleming Medical Ltd.'s representatives perform maintenance or repairs, and as a result further work is required by Fleming Medical Ltd. to restore the equipment to operating condition, such repairs will be billed at Fleming Medical Ltd.'s published time and material rates then in effect.

If the device to be serviced is an AED, and needs to be taken off-site for repairs, a replacement AED will be provided on a loan basis, if available, for the period of duration of the repairs to be carried out.

4. PAYMENTS

For service as specified above on the equipment listed, the undersigned Client agrees to pay in advance the total annual charge specified above to Fleming Medical Ltd., in accordance with the terms specified on the face of the invoice.

There shall be added to the charges provided for in this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto.

5. BINDING AGREEMENT

The undersigned Client represents that they are the owner of the equipment, or that they have the owner's authority to enter into this agreement.

This Agreement is subject to acceptance by Fleming Medical Ltd. It takes effect on the date written above and continues in effect for one year and will remain in force thereafter, with automatic annual renewal at then prevailing rates, until cancelled in writing by either party.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

FLEMING MEDICAL LTD.

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title