



Innovating. Educating. Changing Lives.™

BEAR PASS OUT TERMS & CONDITIONS

Applied Medical Technology, Inc. (“AMT”)

AMT is committed to empowering end users and caregivers of their products (“Requesting Party” or “Parties”) through educational resources. AMT has solely developed the MiniONE® Bear, MiniACE® Bear, G-JET® Bear, and micro G-JET® Bear as an important educational resource (the “Bear”). As a positive gesture to Requesting Parties, AMT has invested in a formal process of passing out the Bear (the “Process”). The terms and conditions of the Process are outlined below.

NOTICE TO REQUESTING PARTIES: Please note that any requests for the Bear received pursuant to REV 02.20.2024 or REV 07.15.2025 will be honored per those terms and conditions. Any request received on or after December 15, 2025, unless otherwise modified or terminated, will be governed by the revised terms provided below.

The Requesting Party acknowledges and agrees as follows:

A. General

1. The Requesting Party may obtain a Bear by requesting and completely performing either of the following: (1) purchasing the Bear from AMT or (2) filling out a Marketing Testimonial (defined below).
 - a. Shall the Requesting Party elect to purchase a Bear from AMT, the following shall apply:
 - i. Upon receipt of a request to purchase a Bear from the Requesting Party, AMT shall notify the Requesting Party of the cost and procedure associated to obtain the Bear (the “Cost”);
 - ii. Once Requesting Party has been notified of the Cost, the Requesting Party, at the instruction of AMT, shall provide payment of the Cost;
 - iii. Once the Cost has been satisfied by the Requesting Party, AMT shall ship the Bear to the Requesting Party.
 - b. Shall the Requesting Party elect to fill out a Marketing Testimonial, the following shall apply:
 - i. “Marketing Testimonial” shall be defined to mean a formal written statement about the qualities of an AMT product for the purpose of presenting authentic feedback in AMT marketing materials; The Marketing Testimonial is designed to comply with all Federal, State, and Local laws, guidelines, and regulations as applicable;
 - ii. Upon receipt of a request by a Requesting Party to complete a Marketing Testimonial, AMT shall provide the Requesting Party access to complete the Marketing Testimonial;
 - iii. Once AMT has granted such access to the Requesting Party, the Requesting Party shall fill out all required and appropriate sections of the Marketing Testimonial;
 - iv. When AMT receives a completed Marketing Testimonial from the Requesting Party, AMT shall evaluate the submitted Marketing Testimonial for its completion and validity (AMT maintains the sole discretion to determine the completion and validity of the Marketing Testimonial and may request certain product related information to validate the Marketing Testimonial);
 - v. Upon AMT’s determination of the completion and validity of the Marketing Testimonial, AMT shall notify the Requesting Party and ship the Bear.

B. Shipment

Should the Bear not be purchased by the Requesting Party, AMT agrees to pay for the original cost of shipment of the Bear to the Requesting Party. The Requesting Party shall allow reasonable time for AMT to (1) confirm one of the

above has been satisfied and (2) ship the Bear to the Requesting Party. AMT maintains the sole discretion for the choice of shipment method to the Requesting Party.

C. Miscellaneous

1. The Requesting Party shall coordinate with the carrier for details, management, and tracking of the shipment.
2. AMT acknowledges that the positive or negative aspect of a Marketing Testimonial shall not be a factor in determining the completion and validity of said Marketing Testimonial.
3. AMT maintains the exclusive right to adjust, amend, or terminate the Process and/or these terms and conditions herein at any point for any reason. AMT shall provide reasonable notice to each Requesting Party in the event of an adjustment, amendment, or termination of the Process and/or these terms and conditions. Should AMT decide to terminate either, AMT agrees to (1) credit back any Requesting Party the Cost for the Bear if they have not received one and/or (2) provide any Requesting Party that has filled out a complete and valid Marketing Testimonial, and not received the Bear, the proper consideration that shall be equal to or greater than the value of the Bear.
4. The Requesting Party acknowledges that the intellectual property associated with the Bear is exclusively owned by AMT and under no circumstances shall these terms be interpreted to provide the Requesting Party any right to infringe on the intellectual property rights of AMT. AMT retains the right to take legal action against any Requesting Party that infringes on the intellectual property rights of AMT.
5. Limit one (1) Bear per Requesting Party. AMT shall have a total limit of five (5) Marketing Testimonials per Bear (i.e., a limit of five (5) Bears per each product line referenced above), per calendar month. Once the cap of five (5) Bears per product line is reached each calendar month, AMT will not pass out any more Bears for that product line for the remainder of the calendar month. Other product lines are not impacted by one product line hitting the cap. For example, once five (5) complete and valid Marketing Testimonials pertaining to the MiniONE® have been received for the calendar month, no more Marketing Testimonials will be accepted in exchange for the MiniONE® Bear; however, AMT hitting its MiniONE® Bear cap for a particular calendar month would not impact a Requesting Party's ability to submit Marketing Testimonials in exchange for the MiniACE® Bear that calendar month.
6. Any Marketing Testimonial filled out by a Requesting Party must be directly related to an un-expired AMT product (AMT may request product related information from the Requesting Party to verify).
7. The Requesting Party agrees not to use the Bear in a manner that defames or slanders AMT.
8. The Requesting Party understands that willful misconduct or misrepresentation relating to the Process may disqualify their ability to receive the Bear presently or in the future.
9. Throughout the Process, AMT may experience (1) delay in supply of the Bear or (2) an unexpected rapid increase of the completed Form. As a result, AMT's response under the Process may be slower than normal. The Requesting Party acknowledges that they shall not hold AMT to any obligation of the timing of delivery of the Bear.
10. The Requesting Party acknowledges that they are eighteen (18) years of age, of legal capacity to agree to these terms and conditions, and United States citizens living in and having a valid shipping address in the United States and the District of Columbia (excluding those located in Hawaii or Alaska, outside the United States, in Puerto Rico, the US Virgin Islands, and other United States territories and possessions).
11. The Requesting Party understands that their submission of the Form satisfies their full and complete acceptance of these terms and conditions.
12. Requesting Party acknowledges and agrees that the Bear is for educational purposes, Requesting Party voluntarily elected to purchase a Bear or complete a Marketing Testimonial in order to receive a Bear, and Requesting Party was not induced, coerced or forced to request a Bear or complete a Marketing Testimonial by AMT for the purpose of improving the sales or marketing of AMT's products.
13. Any and all disputes as to the legality, interpretation, application, or performance of these terms and conditions, the Process, or otherwise, shall be governed by the laws of the State of Ohio.
14. ANY REQUESTING PARTY HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS AMT AND ITS AFFILIATES, SUCCESSORS, ASSIGNS, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (COLLECTIVELY THE "RELEASES") AGAINST ANY AND ALL ALLEGED

OR ACTUAL CLAIM, ACTION, LIABILITY, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY SPECIFIC ACT, OMISSION, ERROR, VIOLATION OF LAW, BREACH OF THESE TERMS AND CONDITIONS AND PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, THE PROCESS OR THE BEAR OR FROM ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE BEAR. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNATIVE, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME OR PROFIT; LOSS OF DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES. REQUESTING PARTIES AGREE THAT AMT HAS NOT MADE, NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY WARRANTY, REPRESENTATION OR GUARANTEE, WHETHER STATUTORY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PROCESS OR THE BEAR. ANY ATTEMPT BY A REQUESTING PARTY, OR ANY OTHER INDIVIDUAL, TO DELIBERATELY DAMAGE ANY ONLINE SERVICE RELATED TO THESE TERMS AND CONDITIONS OR THE PROCESS, MAY BE IN VIOLATION OF LAW AND SHOULD SUCH ATTEMPT BE MADE, AMT RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THESE TERMS AND CONDITIONS ARE VOID WHERE PROHIBITED BY LAW.

15. AMT's failure to enforce any provision of these terms and conditions shall not constitute a waiver of that provision or any other provision. AMT reserves the right to disqualify any Requesting Party who violates these terms and conditions, or interferes with the Process in any manner.