

PROVENTUS ELITE, LLC Subscription Agreement.

Equipment Description:

PROVENTUS: Contrast Compression Therapy Equipment consisting of Unit, Single Hose, Wrap, and electrical cord (hereafter “PROVENTUS Equipment”)

Subscription Terms & Conditions

1. **Subscription Duration:** The duration of the subscription for the PROVENTUS Equipment is:
 - o Month-to-month (cancel any time):
 - 1 treatment site monthly rate: \$499.00
 - 2 treatment sites monthly rate: \$649.00
2. **Cost and Payment of Subscribed Equipment:** The Subscriber authorizes and agrees that PROVENTUS will charge Subscriber’s credit card for the subscription fee corresponding to the option chosen in Section 1 above. While the Subscription is active, PROVENTUS will charge Subscriber’s credit card for the stated monthly amount each month of the Subscription period. If a payment is declined, Subscriber agrees to a \$27.00 late fee per day until the credit card (or a replacement card) can be processed for the full amount due.
3. **Early Termination:** The Subscriber may terminate the subscription by providing written notice to PROVENTUS at sales@proventuselite.com.
4. **No Prorated Refunds:** The Subscriber acknowledges and agrees that all subscription fees are prepaid on a month-to-month basis, and there will be no prorated refunds for partial months of service. If the Subscriber cancels the subscription during a month, the full subscription fee for that month remains payable, regardless of the cancellation date. The Subscriber has the right to continue using the equipment through the end of the subscription period, even if the cancellation occurs earlier. Alternatively, the Subscriber may choose to return the equipment before the end of the subscription period, but this will not affect their obligation to pay the full subscription fee for that month.
5. **Return of Equipment:**
 - a) **Timing:** Subscriber acknowledges and agrees that it is Subscriber’s responsibility to return all the PROVENTUS Equipment in the same condition as it was received (excluding normal wear and tear) to PROVENTUS. The Subscriber agrees to return the PROVENTUS Equipment to PROVENTUS within seven (7) days from the end of the subscription term. The PROVENTUS Equipment must be returned to PROVENTUS via UPS sent to 251 Jackson Plaza, Ste C, Ann Arbor, MI 48103 with the tracking number emailed to sales@proventuselite.com. After this seven (7) day period, the Subscriber agrees to a \$27.00 late fee per day until the PROVENTUS Equipment has initiated its return journey via UPS.

- b) ***Maintenance/Condition:*** Subscriber agrees to clean and maintain the equipment as per provided instructions. Subscriber shall not remove, alter, disfigure, or cover up any numbering, lettering, insignia, or other information displayed on the PROVENTUS Equipment. Subscriber shall maintain the PROVENTUS Equipment in good repair and operative condition and return it to PROVENTUS in such condition.
- c) ***Not Returned or Damaged PROVENTUS Equipment:*** In the event Subscriber fails to coordinate a return of the PROVENTUS equipment within the timeframe set forth in Section 5(a) above, or the PROVENTUS Equipment is returned in a damaged condition, Subscriber shall be liable to PROVENTUS for the manufacturer's suggested retail cost of the PROVENTUS Equipment, which is currently:

PROVENTUS 2.0 UNIT \$15,999.

Subscriber authorizes PROVENTUS to charge Subscriber's credit card (pursuant to Schedule A – Credit Card Authorization) for the above stated cost of the PROVENTUS Equipment if Subscriber fails to return the PROVENTUS Equipment in the time frame set forth in Section 5(a) above or if the PROVENTUS Equipment is returned in a damaged condition.

- 6. **Use Instruction and Indemnification.** Subscriber acknowledges he or she has been instructed how to properly use the PROVENTUS Equipment either (i) in-person by a PROVENTUS representative, or (ii) with a PROVENTUS representative via telephone, video conference, or other audio/visual communication method. As such, Subscriber agrees to protect, indemnify, and hold PROVENTUS, its owners, officers, directors, employees, agents, and representatives harmless from and against all injuries, claims, damages, and costs, including attorney's fees, arising out of Subscriber's use of the PROVENTUS Equipment.
- 7. **Consultation Requirement:** In addition to the training requirements outlined in Section 6, the Subscriber acknowledges that it is their responsibility to consult with a qualified healthcare provider, such as a physician, physical therapist, or athletic trainer, when determining the appropriate therapy protocol and system settings for the use of the PROVENTUS Equipment. Proventus makes no guarantees regarding the efficacy of the device when used without such consultation, and the Subscriber assumes all risks associated with the use of the PROVENTUS Equipment in this regard.