

# MEDTHERA

## Independent Representative Agreement

Effective January 1, 2026

This Representative Agreement (the “*Agreement*”) is made as of \_\_\_\_\_ (the Effective Date) and is between Medthera, Inc., a Minnesota Corporation (the “*Manufacturer*”), and \_\_\_\_\_ (hereinafter referred to as the “*Representative*”).

**WHEREAS**, the *Manufacturer* is the manufacturer of medical mobility products (the “*Product(s)*”) sold to healthcare and senior living facilities, including but not limited to hospitals, rehabilitation centers, physical therapy clinics, post-acute care centers, and senior living centers. The *Manufacturer* wishes to retain the *Representative* to sell its *Product(s)*, and the *Representative* wishes to act as the *Manufacturer’s* sales *Representative*.

**WHEREAS**, the *Representative* has the experience, knowledge, expertise, and capability to effectively sell the *Product(s)* as an independent sales representative within the specified Territory.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Appointment & Assignment

- a.) The *Manufacturer* appoints the *Representative* as its exclusive sales *Representative* for the Territory and market segments defined in Addendum A (the “*Territory*”). The *Representative* is authorized to solicit orders for the *Product(s)* and services listed in this *Agreement* (“*Product(s)*”).
- b.) The *Representative* accepts this appointment and agrees to actively promote, market, and solicit sales of the *Product(s)* within the Territory and designated market segments.

### Quotations, Orders & Sales

- a.) *Representative* must follow the *Manufacturer’s* current pricing, policies and terms when quoting sales, and assist in gathering required customer documentation. Prices may change without notice.
- b.) Sales orders from the *Representative* will go directly to the *Manufacturer*. The *Manufacturer* handles invoicing, collections, and assumes all risk for bad debts.
- c.) The *Manufacturer* will have the right, in its sole discretion, to issue credits, make discounts and allowances, and/or accept returns of the *Product(s)*.

### Commissions

- a.) The *Manufacturer* shall pay the *Representative* commissions in accordance with the commission schedule set forth in Addendum B for *Product(s)* sold to facilities within the defined Territory. A commission is considered earned only when the *Manufacturer* has received full payment from the customer for the applicable *Product(s)*.
- b.) Commission payments shall be issued on or before the 15th day of each month, based on customer payments received by the *Manufacturer* during the preceding calendar month. The *Manufacturer* shall provide the *Representative* with a monthly commission statement that includes: the calculation of commissions payable, a list of each invoice for which payment was received, and the corresponding commission earned for each invoice.

- c.) Any discrepancies identified by the *Representative* must be reported to the *Manufacturer* within 30 days of receiving the commission statement. The *Manufacturer* will review and address reported discrepancies within 30 days of notification, and both parties agree to work in good faith toward timely resolution. During any dispute, the *Representative* shall continue to perform all obligations under this *Agreement*.
- d.) The *Representative* is not entitled to commissions on orders that are canceled by the customer or on *Product(s)* that are returned to the *Manufacturer*. If commissions were previously paid on such orders, the *Manufacturer* shall deduct the corresponding amount from the *Representative's* next monthly commission payment.

## Terms of Sale

- a.) The *Manufacturer* may sell *Product(s)* within the Territory to any Company-designated national, regional, or government person or entity, and *Representative* will service these accounts per the commission outline. If the *Representative* declines, the *Manufacturer* will handle the account without owing commission or sales credit to the *Representative*.
- b.) The *Manufacturer* may collaborate with clinical partners or centers within the Territory for product evaluations, co-marketing events, case studies, or similar activities. The *Representative* may be asked on a case-by-case basis to assist with product delivery, assembly, training for these activities, for which agreed compensation will be provided. Commissions on any related sales will only be paid if the *Representative* provides services at the *Manufacturer's* request; otherwise, no commission will be due.

## Relationship of Manufacturer and Representative

- a.) The *Representative* will conduct all its business in its own name and in such a manner as it may see fit. The *Representative* is responsible for all costs or expenses that it may incur in performing its duties and responsibilities to fulfill its obligations.
- b.) Nothing in this *Agreement* shall be construed to constitute *Representative* as the partner, joint venture, employee, or agent of the *Manufacturer* nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.
- c.) *Representative* shall not, without *Manufacturer's* prior written approval, alter, enlarge, or limit orders, make representatives, or guarantees concerning *Manufacturer's Product(s)* or accept the return of, make any allowances for such *Product(s)* without prior written approval.
- d.) The *Representative* shall abide by the *Manufacturer's* policies and communicate the same to *Manufacturer's* customers. *Representative* will conduct business on behalf of *Manufacturer* in a manner which is legal, moral, and professional.
- e.) *Representative* shall not attempt to alter, modify or service the product using unauthorized components and accessories.
- f.) *Manufacturer* will immediately notify the *Representative* of any customer complaint *Manufacturer* receives, and advise *Representative* of the customer making such complaint, and the nature of the complaint to permit *Representative* to respond to said complaint.
- g.) The *Manufacturer* shall be solely responsible for the design, development, manufacture, supply, production, and performance of its *Products*, as well as the protection of its trade names, trademarks, and other intellectual property.
- h.) *Manufacturer* shall furnish the *Representative*, at no expense to *Representative*, current samples, catalogue, literature, and any other material necessary for the proper promotion and sale of its *Product(s)* in the Territory. Any literature which is not used or samples or other equipment belonging to the *Manufacturer* shall be returned to the *Manufacturer* at its request, and in any event upon termination of this *Agreement*.
- i.) Whenever the *Representative*, at the *Manufacturer's* request, takes possession of the *Manufacturer's Product(s)* or samples for the purpose of delivering such *Product(s)* to customers or for any other purpose, the risk of loss or damage to or destruction of such *Product(s)* shall be borne by *Manufacturer*, and *Manufacturer* shall indemnify and hold *Representative* harmless of any claims, debts, liabilities or causes of action resulting from any such loss, damage or destruction.
- j.) The *Manufacturer* shall promptly forward to the *Representative* for all inquiries received from its Territory for the *Product(s)*.

- k.) *Manufacturer* agrees to furnish the *Representative* information concerning the availability of new *Product(s)* which may be marketable in the Territory of the *Representative*. Such new *Product(s)* will be included in this agreement if mutually agreed upon by both parties.
- l.) *Representatives* are required to attend any *Representative* meetings conducted by the *Manufacturer*.
- m.) With *Manufacturer's* prior written consent, the *Representative* may quote on or attempt to sell the *Product(s)* in states outside the Territory. *Manufacturer's* consent shall be effective only on a case-by-case basis and shall not be interpreted as extending the *Representative's* rights hereunder to such states with respect to the *Product(s)* or any *Product(s)* of *Manufacturer*.
- n.) *Representative* may be asked to provide written reports detailing customer contacts, major sales opportunities, product inquiries or issues, sales recommendations, and other relevant information requested by the *Manufacturer*.
- o.) *Representative* shall use *Manufacturer's* designated customer relationship management system (the "*CRM System*") to record and maintain accurate and current information regarding all prospects, leads, accounts, contacts, sales activities and sale quoting related to *Manufacturer's* products (collectively, "*CRM Data*"), in accordance with *Manufacturer's* reasonable requirements.
- p.) All *CRM Data* shall be and remain the exclusive property of *Manufacturer*, regardless of whether originated by *Representative*. *Representative* may access and use the *CRM System* and *CRM Data* solely for purposes of performing under this *Agreement* and shall not copy, export, or use such data for any other purpose. Upon termination of this *Agreement*, *Representative's* access to the *CRM System* shall immediately cease, and *Representative* shall have no rights in the *CRM Data*.
- q.) *Representative* shall, at its own expense, maintain automobile liability insurance covering all owned, hired, leased, and non-owned vehicles used in connection with the performance of services under this *Agreement*. Automobile liability insurance shall be maintained with limits of not less than: \$250,000 Combined Single Limit (CSL) per accident for bodily injury and property damage Prior to commencing services and upon each renewal thereafter, *Representative* shall furnish *Manufacturer* upon request with certificates of insurance evidencing the required coverage.

## Non-Competition

- a.) During the term of this *Agreement*, and upon termination for a period of 12 months within *Representative's* exclusive Territory, *Representative* shall not market, sell, or represent any product that is competitive with *Manufacturer's* products without *Manufacturer's* prior written consent.
- b.) Competitive Product means any product that is substantially similar to or intended to substitute for *Manufacturer's Product(s)*. *Representative* may represent non-competing products within the Territory and may represent Competitive Products outside the Territory, provided such activities do not interfere with *Representative's* obligations under this *Agreement*.
- c.) The *Representative* shall disclose any proposed new product line that could be competitive within the Territory and obtain *Manufacturer's* written approval prior to representation. Any violation of this section shall constitute a material breach and grounds for termination for cause.

## Term and Termination

- a.) This *Agreement* may be terminated at any time by the *Manufacturer* or *Representative* by written notice to the other party with 30 days' notice. Notice shall be deemed to be sufficiently given when served personally or sent by first class mail addressed to the parties at the address set forth of this *Agreement*.
- b.) The *Representative* shall be entitled to commissions on all *Products* for which the *Manufacturer* has received full payment from the customer as of the effective date of termination, as well as on all customer orders placed prior to the termination date that are in process and scheduled for shipment.
- c.) Upon termination of this *Agreement*, the representative shall cease using any sales materials product samples in your possession and return all materials, records, samples, records no later than (30) days thereafter at the commercially reasonable request of the *Manufacturer*.

## Confidential Information

- a.) *Representative* acknowledges that it may have access to certain Confidential Information relating to the *Manufacturer* or its business, including, but not limited to the internal organization of the *Manufacturer*, the names and responsibilities of its management, supervisory and technical employees, operating plans, inventions, research and development activities, plans for acquisitions and mergers, manufacturing and/or sales activities, technical information concerning *Product(s)*, trade secrets, specifications, procedures, techniques, ideas, methods, and Patents.
- b.) The *Representative* shall keep all Confidential Information strictly confidential and shall use such information solely for the purpose of fulfilling its obligations under this *Agreement*. During the term of this *Agreement*, the *Representative* may disclose portions of the Confidential Information to its employees or agents only to the extent necessary for them to assist in the performance of the *Representative's* duties hereunder, provided that each such employee or agent is bound by a written confidentiality agreement no less protective than this *Agreement*.

The *Representative's* obligations under this Section shall survive the termination or expiration of this *Agreement* for any reason.

## Intellectual Property

- a.) Except as licensed under the *Agreement*, the *Representative* has no rights to the Company's trademarks or related materials. A non-exclusive, Non-transferable license is granted solely for promoting and selling *Product(s)* in the Territory. All trademark use must support product promotion and not infringe on the *Manufacturer's* rights.
- b.) *Representative* acknowledges and agrees that any patent on the *Product(s)* acquired by the *Manufacturer* or any of its subsidiaries and any patent applications on the *Product(s)* filed by the *Manufacturer* or any of its subsidiaries (the "Patents") are the sole and exclusive property of the *Manufacturer* and that throughout the term of this *Agreement* and following its termination or expiration, *Representative* will not do anything inconsistent with such ownership, will not directly or indirectly challenge the title of the *Manufacturer* or any of its subsidiaries to the same and will not attack the validity of such Patents.
- c.) *Representative* agrees to promptly notify the *Manufacturer* of any unauthorized use of the Trademarks or infringement of the Patents by others as it comes to *Representative's* attention.
- d.) *Representative* shall submit to the *Manufacturer* all inventions, discoveries and ideas concerning any modification and improvements relating to the *Product(s)* (the "*Inventions*"). Further, all such *Inventions* are, and shall remain, the sole property of the *Manufacturer*. *Representative* hereby assigns to the *Manufacturer* all of its rights, title and interest to *Inventions*, and shall take such actions as is necessary to vest such rights and interests in the *Manufacturer* and shall require its employees and agents to take similar actions to vest ownership of such *Inventions* in the *Manufacturer*.

## Indemnification

- a.) The *Manufacturer* shall indemnify, defend, and hold harmless the *Representative*, its officers, directors, employees, and agents from and against any and all losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) arising out of or relating to:
- (i) any actual or alleged infringement of patents, trademarks, trade names, or other intellectual property rights resulting from the sale or use of the *Product(s)*;
  - (ii) any warranty claims, product liability claims, or alleged defects in or failure of the *Product(s)*; or
  - (iii) the *Manufacturer's* design, manufacture, labeling, or performance of the *Product(s)*.
- b.) The *Representative* shall indemnify, defend, and hold harmless the *Manufacturer*, its officers, directors, employees, and agents from and against any and all losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) arising out of or relating to:
- (i) any negligent, reckless, or intentional acts or omissions of the *Representative* or its employees, agents, or subcontractors in connection with the performance of this *Agreement*;
  - (ii) any unauthorized representations, warranties, statements, or commitments made by the *Representative* regarding the *Product(s)* or the *Manufacturer*;
  - (iii) any violation of applicable laws, regulations, or industry standards by the *Representative*; or
  - (iv) any breach by the *Representative* of its obligations, covenants, or duties under this *Agreement*.

- c.) The indemnified party shall promptly deliver to the indemnifying party any notices, papers, or claims served upon it relating to a matter covered by this Section. Upon receipt of such notice, the indemnifying party shall assume the defense of such claim at its own expense. If the indemnifying party fails to undertake the defense in a timely manner, the indemnified party may retain counsel of its own choosing, and the indemnifying party shall be responsible for all associated costs and reasonable attorneys' fees.
- d.) The indemnifying party shall not settle any claim in a manner that imposes any obligation, liability, or admission of fault upon the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld.
- e.) The obligations set forth in this Section shall survive the expiration or termination of this *Agreement*.

## Entire Agreement

This *Agreement* contains the parties' entire understanding and may not be modified except in written form signed by both. This *Agreement* may be transferable or assignable by the *Representative* with the written consent of the *Manufacturer*. Such consent will not be unreasonably withheld.

## Litigation

- a.) Any controversies or claims relating to any aspect of this *Agreement*, or to its breach, or to the relationship created shall be settled by arbitration under the rules of the Arbitration Association in the State of Minnesota. The laws of that state shall be controlled as to all matters arising under this *Agreement* or relationship between the parties. The parties agree to abide by the arbitrator's decision and agree that a judgment may be entered upon his award in any court having jurisdiction. If any provision of this *Agreement* is held contrary to law, the remaining provisions shall remain valid.
- b.) The parties agree that neither party shall act to terminate or modify the nature of the parties' course of performance under this *Agreement* during the pendency of any litigation, it being the parties' intent to preserve the status quo to not jeopardize the rights of either party for the period from the commencement of litigation to the entry of the judgment.

## Attorney's Fees

If suit or action is instituted in connection with any controversy arising out of this *Agreement* or an enforcement of any right hereunder, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees, including fees on any appeal.

## Notices

All notices between the parties shall be in writing and effective when sent by certified mail to the addresses herein stated.

## Force Majeure

If either the *Manufacturer* or the *Representative* is unable to perform any obligation under this *Agreement* due to a Force Majeure Event, such party shall be excused from performance and shall not be held liable for any resulting failure or delay.

If, in Medthera Inc.'s sole discretion, the *Representative* is unable to fully perform or adequately fulfill its obligations under this *Agreement* due to a Force Majeure Event, Medthera Inc. may appoint an alternative or additional agent to replace or supplement the *Representative* during the duration of the Force Majeure Event.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Principle: **Medthera, Inc.**

20 West Main Street, Suite 100  
Waconia, MN 55387

Representative: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum A: Defined Territory and Market Segments

Territory: *[Insert specific territory details here]*

\_\_\_\_\_  
\_\_\_\_\_

Market Segments: *[Insert specific market segment details here]*

\_\_\_\_\_  
\_\_\_\_\_

## Addendum B: Products and Commissions

Product(s): WalkPort

Commissions Structure:

- For sales of 1 to 15 units, a commission rate of 18% on net invoice price.
- For sales of 16 to 24 units, a commission rate of 18% on net invoice price. An additional 2% bonus will be awarded based on the total Representatives Annual Net Revenue for the calendar year.
- For sales of 25 or more units, a commission rate of 18% on net invoice price. An additional 5% bonus will be awarded based on the total Representatives Annual Net Revenue for the calendar year.
- All bonuses will be paid annually, following the completion of the calendar year.

*\*Net Invoice Price means the invoice price minus separately stated costs for sales or excise taxes, insurance, shipping, and freight.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_