



## Distribution Agreement INDIA

<b>Your account details</b>	Name of business (trading name)	<b>277396_Tara Medical Enterprise</b>
	Name of legal entity and Business Registration Number	<b>Tara Medical Enterprise_AAJFT9317N</b>
	Registered business address	<b>8, Chittaranjan Avenue, 2nd Floor, Barick Bhawan, Kolkata-700072</b>
	MD-42 Registration No.	WB/KOL/MD/0162
	Email	<b>info@taramedical.in</b>
	Telephone	<b>9051299999</b>
	Authorised person	<b>MR. SARBAJIT BARICK</b>
<b>Billing information</b>	Billing contact person	<b>MR. SARBAJIT BARICK</b>
	Position	<b>Authorised Signatory</b>
	Billing Address	<b>As Per Schedule A</b>
	Email	<b>info@taramedical.in</b>
	Phone	<b>9051299999</b>
<b>ResMed contact</b>	Name of your SPOC	<b>Ayan Mandal</b>
<b>By signing below, Distributor accepts the ResMed Distribution Agreement Terms &amp; Conditions</b>		
<b>Details</b>	<b>Tara Medical Enterprise</b>	<b>ResMed India Pvt. Ltd.</b>
	Signature	Signature
	Name: <b>MR. SARBAJIT BARICK</b>	Name: <b>Ashish Kumar Matta</b>
	Title: Authorised Signatory	Title: Authorised Signatory
	Date: 19-Mar-2025   03:39 EDT	Date:

## **DISTRIBUTION AGREEMENT – RESMED GENERAL TRADING TERMS**

This agreement (“Agreement”) dated **1/1/2025** is between:

- A. **ResMed India Private Limited** (CIN:U85110DL2007FTC157447, GSTIN-07AADCR5533K1Z7) of CoWorks Aerocity, 1<sup>st</sup> Floor, Worldmark 1, Asset Area 11, Aerocity, Hospitality District IGI Airport, New Delhi-110037; and
- B. **Distributor** as defined in ResMed distribution establishment form, at the top of this Agreement,
- (together **Parties** and separately a **Party**).

### **Background**

- a) ResMed is engaged in the business of distributing and marketing of innovative medical products for the treatment and management of respiratory disorders, with a focus on sleep-disordered breathing.
- b) Distributor wishes to distribute such products on the terms set out in this Agreement.

Accordingly, the Parties agree as follows:

### **1. Definitions**

1.1. Defined terms in this Agreement are set out below:

**“Distributor Personnel”** means Distributor, its affiliates or Authorised Sub-Distributors, together with the personnel of any of the foregoing (including directors, officers, employees, agents, consultants, principals and independent contractors, as the case may be).

**“Government Official”** means and includes any official or employee of any national, local or provincial or state government department, agency or instrumentality, any official in the judicial, legislative or military, any person acting in an official capacity for any government or entrusted with prominent public functions, or any immediate family member or close associate of such person.

**“Healthcare Professional”** means any medically qualified professional who is licensed to provide healthcare services, and any person in an equivalent role as may be otherwise defined under applicable laws.

**“Term”** has the meaning as set out in Schedule A.

**“Transaction Records”** means accounting, corporate and other business records and reports, whether in paper or other form, relating to the performance of Distributor’s obligations or services under this Agreement (including, without limitation, audit trails and logs for administrative activities, corporate records, bank statements, books of account, details of all services and expenditures for which Distributor seeks reimbursement from ResMed, invoices, records of sales of products, payments made to or benefits conferred by Distributor on any third party in the course of the performance of services under this Agreement, records of Distributor’s general marketing activity (including details of any expenses incurred in favour of third party service providers and/or Healthcare Professionals), and all associated supporting documentation).

## 2. Appointment and Scope

- 2.1. ResMed appoints Distributor as a non-exclusive distributor in India to sell ResMed products, as per the product and price list determined and shared by ResMed from time to time (**Products and Prices**), for the Term as set out in Schedule A of this Agreement in accordance with the terms of this Agreement. Distributor accepts the appointment on the terms and conditions set forth in this Agreement.
- 2.2. ResMed may renew Distributor’s appointment for a further one-year period on written notice to Distributor prior to the expiry of the initial term (or any subsequent term) of Distributor’s appointment. Distributor must accept ResMed’s renewal offer in writing within 30 days of receipt of the renewal offer, otherwise the renewal offer will lapse.
- 2.3. Distributor must not sub-license the rights to distribute, market, or sell the Products without ResMed’s prior written approval. Subject to clauses 2.3.1 to 2.3.3 below, Distributor may sell to sub-distributors on the terms and conditions as set out below:
  - 2.3.1. Distributor represents and warrants that Distributor shall enter into a written contract with each sub-distributor that shall contain such terms that are comparable in scope to the provisions of this Agreement including all relevant terms creating obligations on the part of Distributor in this Agreement;
  - 2.3.2. Distributor shall, notwithstanding clause 2.3.1, remain responsible for (i) all its obligations under this Agreement and shall be directly liable to ResMed for any acts, omissions or breach thereof by any sub-distributor; and (ii) any costs and resources required for any additional monitoring or management of any sub-distributor;

2.3.3. Distributor shall inform ResMed about the due diligence it has conducted with respect to each sub-distributor and shall provide all supporting documentation and additional information as ResMed may require;

2.3.4. Distributor shall be responsible to provide trainings to sub-distributors regarding ResMed's Products and offerings including but not limited to compliance training. Distributor shall ensure that all sub-distributors and resellers comply with ResMed's Third Party Code of Conduct

2.4. Distributor is not authorised to sell ResMed Products on e-commerce marketplaces. To request permission from ResMed to sell Products on e-commerce marketplaces, Distributor needs to send its request or proposal at [contact-us@resmed.co.in](mailto:contact-us@resmed.co.in). For the avoidance of doubt, ResMed may reject any such request or proposal in accordance with applicable laws and in its sole and absolute discretion.

2.5. Distributor must not, without ResMed's prior written consent, register this Agreement with any public authorities or participate in any government tender on behalf of ResMed or involving ResMed products.

### **3. Terms of sales**

3.1. Distributor must purchase the Products from ResMed for the price set out by ResMed from time to time. ResMed may amend the Products and Prices, at its sole discretion, upon written notice to Distributor. ResMed reserves the right to discontinue the sale of any Products to Distributor from time to time.

3.2. ResMed reserves the right to sell Products in any lawful manner, including: (1) sales to other distributors who also resell to customers of Distributor, and (2) direct sales to end-users including, but not limited to, all Government, State, territory, Local Government departments, all Government related departments, all military authorities in the domestic market and overseas, all private insurance companies and all healthcare companies including in the health check-up market. This provision is not intended to place any restriction on Distributor's right to sell Products to these end-user customers.

3.3. All sales by ResMed to Distributor are final and subject to the contrary requirements of any statute, ResMed will not accept return of any Products.

### **4. Payment and credit terms**

- 4.1. ResMed will invoice Distributor in accordance with the ResMed price list current as of the date of the order.
- 4.2. All invoices owing to ResMed will be paid by Distributor within 30 days of receipt of the invoice, unless otherwise agreed to in writing.
- 4.3. ResMed may impose a handling fee for orders below INR 30,000.
- 4.4. If Distributor requests additional documentation, or notarisation/legalisation of such documentation, any additional actual charges for these documents may be re-charged to the Distributor at ResMed's discretion.
- 4.5. Distributor is liable for payment of any sales and goods and services taxes.
- 4.6. Distributor will pay ResMed once ResMed has confirmed that an order has been accepted in accordance with Clause 5, unless ResMed notified Distributor of other credit terms.
- 4.7. ResMed will notify Distributor if it is entitled for credit under this Agreement. ResMed may require Distributor to provide additional information such as financial statements and records to determine or revise credit terms.
- 4.8. If Distributor is granted credit terms under Schedule A of this Agreement or subsequent written notification from ResMed, then Distributor must pay invoices in full on or before the expiry of the credit term from the date of the invoice.
- 4.9. If Distributor pays by cheque, the cheque should be crossed and made payable to ResMed India Private Limited.
- 4.10. All goods remain the property of ResMed until Distributor pays in full.
- 4.11. If Distributor fails to pay an invoice on the due date:
  - 4.11.1. ResMed may charge Distributor interest of 24% per annum on any unpaid amount. Distributor must pay any costs incurred by ResMed in connection with Distributor's failure to pay any amount due, including but not limited to court costs, filing fees, collection agency fees and solicitor costs.
  - 4.11.2. ResMed reserves the right to enter into Distributor's premises and repossess goods for which ResMed has not received full payment.
  - 4.11.3. ResMed is not obliged to continue to perform any obligation in relation to any order.

4.11.4. Title to the Products will not pass to Distributor until ResMed receives full payment for an order.

## **5. Ordering**

- 5.1. Distributor must submit to ResMed in writing purchase orders for the Products. In respect of each of the purchase orders, Distributor must state the number of Products ordered, the unit prices, the total amount due, the delivery date and the delivery location.
- 5.2. Any orders submitted by Distributor shall be subject to acceptance by ResMed, and such acceptance may be withheld for any reason. ResMed does not accept any responsibility for, or provide any warranty, representation or undertaking in relation to, the acceptance of any orders or the supply or availability of Products.
- 5.3. Distributor may not cancel an order once the Products have been invoiced. All orders are subject to acceptance by ResMed. ResMed reserves the right, prior to acceptance, to cancel, reject, or to seek to re-negotiate the order of any Product or Service specified in any purchase orders at its discretion.
- 5.4. ResMed reserves the right to cancel any order, even if Distributor's order has been accepted and Distributor's account has been charged. In these circumstances, ResMed will credit to Distributor's account any amount that has been charged to Distributor's account by ResMed in respect of such order.

## **6. Shipping**

- 6.1. ResMed will ship all Products on 'Ex Site' basis. ResMed will deliver to Distributor's nominated address in India.
- 6.2. Distributor must report any discrepancies in Products received within 5 business days of receipt by Distributor, otherwise, Distributor will be deemed to have accepted the products as shipped.
- 6.3. Distributor must contact ResMed before sending any Products to ResMed for any reason.
- 6.4. Distributor agrees to promptly notify ResMed for any change of details. ResMed is not responsible in the event of a lost or missing shipment due to inaccurate, out-of-date or incomplete information provided by Distributor to ResMed.

## **7. Distributor's Obligations**

## 7.1. Distributor warrants and represents that:

- 7.1.1. it is duly organized and validly existing under the laws of the relevant jurisdiction and has the authority to conduct business in compliance with applicable law, and that it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement, and that its execution, delivery, and performance of this Agreement has been duly and validly authorized by all necessary corporate action;
- 7.1.2.it shall comply with all relevant legislations, guidance, principles of good distribution practices, and ResMed policies where applicable;
- 7.1.3.it shall endeavour to provide a superior customer experience and have a trained and competent sales force to actively sell the Products;
- 7.1.4.it shall ensure that all relevant sales and marketing personnel attend and successfully complete relevant ResMed training courses (including compliance training programs) that may be provided from time to time by ResMed and shall maintain complete and accurate records of all training conducted for each personnel for at least 6 years;
- 7.1.5.it shall be willing to devote sufficient selling efforts to the Products to provide an increase in sales and exercise maximum effort to vigorously promote and merchandise the Products;
- 7.1.6.it shall make its sales force available for joint customer visits with ResMed representatives;
- 7.1.7.it shall maintain order handling and shipping facilities and maintain inventory of Products to sell as directed by ResMed from time to time. For most Products ResMed would normally expect Distributor to carry at least one month's inventory to be in a position to properly service its customers;
- 7.1.8.it shall provide customer invoicing and ensure payments are made to and from the appropriate customer;
- 7.1.9.it shall support promotions of the Products conducted by ResMed, relevant to Distributor;
- 7.1.10. it shall bid on and supply Products when specified by customers;
- 7.1.11. it shall refrain from engaging in any form of bribery or corruption, including offering anything of value, directly or

indirectly, to a government official in any country, on behalf of ResMed, in order to obtain or retain business for ResMed. The obligation in this clause 7.1.11 extends to Distributor's directors, officers and employees;

- 7.1.12. it shall appoint a senior officer or director as "Responsible Compliance Officer" who shall be in charge of Distributor's compliance obligations under the Agreement and be ResMed's point of contact for compliance-related matters;
  - 7.1.13. neither Distributor nor any of its directors, officers, employees, contractors or shareholders is a Government Official (as hereinafter defined), political party or party official, official of a public international organisation and hereby covenants to notify ResMed in writing if there is any change in respect of this representation. Any breach of this clause shall be grounds for unilateral and immediate termination by ResMed;
  - 7.1.14. neither Distributor nor any of its directors, officers, employees or shareholders is a relative of a registered medical practitioner who diagnoses, prescribes and/or treats respiratory disorders, sleep disorders or any disease/condition for which ResMed offers products and/or services. For this purpose, the term "relative" shall include parents, stepparents, spouse, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, father-in-law, and mother-in-law;
  - 7.1.15. it is not authorised by ResMed to carry out maintenance and repair services, unless otherwise agreed to in writing. Distributor must send the Products back to ResMed or one of our Authorised Service Centres for maintenance and repair.
  - 7.1.16. it will not provide misleading claims and/or claims not backed by scientific evidence in relation to ResMed products;
  - 7.1.17. it will maintain all applicable licenses as required by law; and
  - 7.1.18. it will not offer for sale or sell refurbished Products, resell or distribute Products outside of India, or use any online platform to resell or distribute Products to anyone, unless we have given Distributor authority to do so in these terms. Distributor's sale of Products in violation of this will void any of our written Product warranties.
- 7.2. ResMed expects all partners to agree to conduct business in strict legal compliance and with the highest standards of business ethics. By



entering into this agreement, Distributor agrees to comply with the ResMed Global Third Party Code of Conduct as set out in the SCHEDULE B. A breach of the ResMed Global Third Party Code of Conduct may be deemed a material breach of this agreement.

Without prejudice to the generality of the foregoing, Distributor's attention is drawn to the "Conflicts of Interest" section in the ResMed Global Third Party Code of Conduct. Distributor must be free of conflicts of interest that may jeopardise its ability to take actions in the best of ResMed and must immediately disclose any actual or potential conflicts of interest to ResMed.

## **8. Warranties and Limitation of Liability**

- 8.1. Distributor must inform its customers that statutory rights may exist under applicable regulatory and consumer protection legislation.
- 8.2. Distributor must only limit its liability to its customers to the extent permitted by law.
- 8.3. Distributor must not give any express warranty or make any representations or claims as to fitness for purpose or other statements in respect of Products except as authorised in writing by ResMed.
- 8.4. Distributor will indemnify and hold harmless ResMed from any and all claims injuries, losses, demands or damages of every kind or nature whatsoever arising from acts or omissions of Distributor, its officers, employees, consultants and agents including, without limitation, any and all claims injuries, losses, demands or damages arising from third parties in relation to activities in connection with the demonstration, offering to supply, sale, lease, delivery, installation, handling, maintenance or service of the Products.
- 8.5. ResMed makes no express or implied warranties or representations as to the merchantability, fitness, design, condition, quality, capacity, material, equipment or workmanship in or of any Products purchased from ResMed other than those set forth in ResMed's written product warranties. ResMed reserves the right to modify its warranty provisions at any time, in its sole discretion.
- 8.6. ResMed will not be liable for any indirect, special or consequential damages in connection with the supply of the Products, parts or services or the performance, use or inability to use any Product, part or service or any other matter relating to this Agreement whether based on contract, tort or any other legal theory.

- 8.7. Any condition or warranty which would otherwise be implied in this Agreement is excluded to the extent that applicable by law.
- 8.8. Where legislation implies any condition or warranty, and that legislation prohibits ResMed from excluding or modifying the application of, or ResMed's liability under, any such condition or warranty, that condition or warranty will be deemed included but ResMed's liability will be limited for a breach of that condition or warranty to one or more of the following:
  - 8.8.1. if the breach relates to Products, to either the return, replacement or repair of the Products; or
  - 8.8.2. if the breach relates to services, either supplying of the services again or the payment of the direct cost of having the services supplied again.
- 8.9. Any warranty claim submitted by Distributor in accordance with the Product warranties must be on behalf of the initial customer-user of the Product and must be returned in accordance with the process as set out by ResMed.
- 8.10. Distributor is responsible for ensuring that all of its advertising and marketing activities relating to the Products are in compliance with all applicable advertising and marketing laws, including the Uniform Code for Marketing Practices in Medical Devices 2024.

## **9. Mandatory problem reporting**

- 9.1. Distributor must forward promptly to ResMed all technical questions with respect to Products that it may receive in association with supply of Products under this Agreement.
- 9.2. Distributor must maintain complete and accurate records of all customers and Products and all other records required by law from the date of sale to Distributor's customer until the customer replaces the Product with a new Product or the Product is destroyed. Distributor must register the warranty card, patient address and contact details and stock and sale statement on a monthly basis.
- 9.3. During the Term and any time thereafter, if ResMed considers that a recall and/or corrective actions, notifications etc. of any Products is required, Distributor must co-operate with ResMed and its affiliates to execute the recall in a timely and systematic manner and according to ResMed's instructions, as well as any applicable legal or regulatory requirements. All communications (verbal and written) regarding Product recalls are to be approved by ResMed prior to dissemination by

Distributor. If Distributor does not notify all customers within the specified timeframe of ResMed's request to recall the Products, Distributor must supply ResMed with the list of names and addresses for all customers in order for ResMed to notify these customers.

- 9.4. Distributor must inform ResMed and provide all available information, within 24 hours, if Distributor becomes aware:
  - 9.4.1. of a complaint, claim, product liability incident. For the purposes of this clause, a complaint will include any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of the Products. This clause applies regardless of any implied product warranty or service life expectation;
  - 9.4.2. of any new requirements from applicable regulatory bodies or any other relevant information on the market situation;
  - 9.4.3. any information with respect to an incident involving Products if it is related to deterioration in its effectiveness or inadequacy in its labelling or in the directions for use;
  - 9.4.4. any information to suggest that the Products have caused or contributed to a death or serious injury or serious deterioration in the state of health of any person, or has malfunctioned and that the Products or a similar device marketed, would be likely to cause or contribute to a death or serious injury or serious deterioration in the state of health of any person if the malfunction were to recur.
  - 9.4.5. Distributor must record all complaints and ensure records include, at least, the following information:
    - (a) name of the Products;
    - (b) date the complaint was received;
    - (c) Product lot number or serial number if applicable or any other identification if lot number or serial number are not available;
    - (d) name, address and telephone number of the complainant; and
    - (e) nature and details of the complaint.
- 9.5. ResMed is responsible for complying with any mandatory reporting requirements to statutory authorities that may be applicable. Distributor must not, without ResMed prior written consent, notify any statutory authority of any such complaint.

## **10. Audit Rights and Records Management**

- 10.1. Distributor hereby confirms that it authorises ResMed to conduct a background investigation of Distributor's suitability and trustworthiness to be a distributor for ResMed. Distributor also grants ResMed the unrestricted right to take reasonable steps to verify Distributor's compliance with anti-corruption and anti-money laundering laws, rules and regulations.
- 10.2. Distributor will, during the Term and for a duration of 12 months following the end of the Term, allow ResMed and/or any ResMed-appointed third party to, on reasonable notice (if possible), perform audits and access Distributor's premises and/or environment (including systems and networks), Distributor Personnel records and Transaction Records and any other relevant information as may be reasonably required for any reasonable business purposes during regular business hours. Distributor shall, and shall procure that all Distributor Personnel, fully cooperate in any such audit or inspection.
- 10.3. Upon notice of an intended audit, Distributor must, within 10 days, make available to ResMed and/or ResMed's appointed third party all required supporting documentation and shall ensure that Distributor Personnel are available for interviews if requested, and will direct all Distributor Personnel who performed services or incurred expenses or are otherwise knowledgeable with regard to such services or expenses to provide ResMed such documentation or interview.
- 10.4. Without prejudice to the generality of the foregoing, Distributor shall, and shall procure that the Distributor Personnel shall provide all Transaction Records and/or any other such information as ResMed may reasonably require by notice in writing for monitoring Distributor's compliance with its obligations under clause 7 and/or to assess Distributor's compliance with this Agreement. This may include, without limitation, reports describing in detail Distributor's marketing and market development programs, Healthcare Professional education activities, and any other activities relating to Distributor's handling of ResMed products.
- 10.5. Distributor shall maintain, and shall ensure that the Distributor Personnel maintain, in a secure and suitable facility, proper, up-to-date, complete and accurate Transaction Records:
  - 10.5.1. until the later of the date which is 6 years from:
    - (a) the creation of the relevant records; or
    - (b) date that all matters arising from or in connection with this Agreement have been finally concluded; or

10.5.2. for such longer period as required by applicable law.

## **11. Intellectual Property**

- 11.1. Distributor acknowledges that the intellectual property relating to the Products is the sole and exclusive property of ResMed or its licensors and this Agreement does not confer on Distributor any rights relating to intellectual property.
- 11.2. Distributor acknowledges that the trade mark "ResMed" and the "ResMed" logo and the associated goodwill are the exclusive property of ResMed. Distributor must not at any time, either during or after the Term of this Agreement, contest the validity of, or claim any rights in, such trade mark or logo or do anything which in ResMed's opinion might tend to lessen the significance of such trade mark or logo as branding or identifying Products or other "ResMed" products.
- 11.3. Distributor shall not use any intellectual property belonging to ResMed as part of its trade name and must never use it in a manner to indicate that Distributor is other than an authorised Distributor, as distinct from an agent or an employee of ResMed.
- 11.4. Distributor acknowledges that all goodwill and reputation arising from the use of ResMed Intellectual Property shall inure solely to the benefit of and on behalf of ResMed.
- 11.5. Distributor may not file any trademark applications for any ResMed Intellectual Property or any trademarks that are confusingly similar to ResMed's Intellectual Property.
- 11.6. Distributor agrees that the nature and quality of all material including ResMed Intellectual Property shall conform to the standards set by, and be under the control of, ResMed. ResMed shall have the sole right and discretion to determine whether the materials are of satisfactory quality.
- 11.7. For any new use of ResMed Intellectual Property, except for those new uses that are substantially similar to a previously approved use, Distributor shall provide samples of such use to ResMed for review and approval in writing, either in print or electronically. Any such submission for approval in which ResMed fails to respond to in writing within fourteen (14) business days of ResMed's receipt of said submission shall be deemed approved.
- 11.8. Distributor must only use ResMed Intellectual Property in a context that is consistent with ResMed branding for the purpose of promoting the Products.

- 11.9. Distributor must include all notices, markings and legends as are or may be required by applicable laws or by ResMed in order to give appropriate notice of copyright or trademark rights (for example, “© ResMed. All rights reserved.”).
- 11.10. Distributor must not use ResMed Intellectual Property:
  - 11.10.1. in any advertising that is widely distributed (e.g., television advertisements) without ResMed’s prior approval;
  - 11.10.2. or in a way that may reasonably be portrayed as: offensive; defamatory; deceptive; obscene; illegal; unethical; or,
  - 11.10.3. inconsistent with the ResMed brand; or
  - 11.10.4. to imitate ResMed’s website design, marketing material, packaging, trademarks or logos without ResMed’s prior express written permission, or in any other way not contemplated by this License.
- 11.11. Distributor may not use any ResMed Intellectual Property as part of its trade name, except:
  - 11.11.1. Distributor may refer to itself as an authorised distributor of the Products it may purchase and to that extent may use the term "ResMed" to designate the source of Products; or
  - 11.11.2. As expressly agreed with ResMed in writing.
- 11.12. Despite clause 11.1111, Distributor will immediately stop all such use of any name or trade mark of ResMed and will no longer refer to itself as an authorised distributor of ResMed once:
  - 11.12.1. Distributor’s account is terminated; or
  - 11.12.2. Distributor chooses to no longer distribute ResMed Products.
- 11.13. Distributor shall promptly notify ResMed in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of ResMed Intellectual Property by any third party it becomes aware of.
- 11.14. If ResMed initiates an intellectual property enforcement action, Distributor shall provide ResMed with all assistance that ResMed may reasonably request, at ResMed’s expense,
- 11.15. If legal action is threatened or commenced against the Distributor in connection with ResMed Intellectual Property, Distributor shall immediately advise ResMed in writing.

11.16. Distributor shall not take any enforcement action involving ResMed Intellectual Property without the prior express consent of ResMed.

## **12. Termination**

12.1. Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, by giving Distributor 30 days' written notice of its intent to terminate by registered mail or personal delivery.

12.2. Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, with immediate effect by serving a written notice on Distributor, for any of the following:

12.2.1. Distributor is regularly late in payments to ResMed, develops a poor credit rating, or in bankruptcy, receivership, insolvency, reorganisation, liquidation or winding up;

12.2.2. Distributor manufactures or converts a line of products which directly compete with specific Products and, in so doing, materially affects the sale or promotion of Products;

12.2.3. if there is a change in ownership or control of Distributor's business that has not been consented to by ResMed in advance; and/or

12.2.4. Distributor is in breach of clause 7.1.11, 7.1.13, 7.1.17 or 7.1.18.

12.3. Without affecting any other rights that it may be entitled to, ResMed may terminate this Agreement, for one or more of the reasons set out below, within 30 days of ResMed giving Distributor written notice:

12.3.1. if a breach by Distributor of any of the provisions of this Agreement is not remedied by Distributor within the period in the notice of the breach; and/or

12.3.2. Distributor misrepresents Product or any warranty made by ResMed.

12.4. ResMed is not obliged to repurchase Products in Distributor's stock upon termination of this Agreement.

12.5. Termination of this Agreement will not discharge or relieve Distributor from any of its obligations to ResMed under this Agreement that may be unfulfilled at the time of termination.

12.6. Except where may be otherwise provided in the Agreement, ResMed will have no obligation or responsibility to Distributor if this Agreement

terminates. ResMed will not owe any compensation or indemnification of any kind to Distributor if the Agreement terminates.

- 12.7. On termination of this Agreement, Distributor must co-operate in transferring all relevant regulatory approvals as applicable to ResMed or ResMed's nominated entity.

### 13. Survival of Termination

This clause and the following clauses will survive termination or expiry of this Agreement: clauses 8 (Warranties and Limitation of Liability); 9 (Mandatory problem reporting); 11 (Intellectual Property); 12 (Termination); 14 (Confidentiality); and 15.16 (Except as expressly provided otherwise:

- 13.1.1. nothing in this Agreement is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust;
- 13.1.2. no Party has authority to bind any other Party to this Agreement; and
- 13.1.3. Distributor is not entitled to enter into contracts or commitments in the name or on behalf of ResMed. Distributor employees and agents are not the agents or employees of ResMed unless expressly provided otherwise in a separate agreement.

**Disputes and governing law**), together with any other term which by its nature is intended to do so.

### 14. Confidentiality

- 14.1. For the purpose of this Agreement, confidential information means: all information and data (including any copy or extract made of or from such information or data) concerning the operations, dealings, organisation, business, finance, transactions, customers, trade secrets, prospects, markets, scientific formulae, designs, drawings, know-how, manufacturing processes and affairs of each Party, and any other intellectual property of each Party, in whatever form including, without limitation, all such information and data recorded or stored by means of mechanical, electronic or other device (**Confidential Information**).
- 14.2. Confidential Information does not include information which is at the date of this Agreement, or which subsequently becomes, other than as a result of breach of this Agreement by a Party or disclosure by any other person contrary to this Agreement, widely known in the public domain.



- 14.3. Distributor and ResMed each undertakes to the other not to disclose to any third parties without the other Party's prior consent any price lists, customer lists, sales statistics or other Confidential Information concerning the Products or business of the other which has been revealed to it or of which has gained knowledge in connection with this Agreement.
- 14.4. Clause 14.3 does not apply to information in the public domain other than through breach of this Agreement or an obligation of confidence owed to either Party.
- 14.5. A Party may only use the other's Confidential Information as required for the proper performance of this Agreement.

## **15. Relationship of the Parties**

15.1. Except as expressly provided otherwise:

- 15.1.1. nothing in this Agreement is intended to constitute a fiduciary relationship, employment relationship or an agency, partnership or trust;
- 15.1.2. no Party has authority to bind any other Party to this Agreement; and
- 15.1.3. Distributor is not entitled to enter into contracts or commitments in the name or on behalf of ResMed. Distributor employees and agents are not the agents or employees of ResMed unless expressly provided otherwise in a separate agreement.

## **16. Disputes and governing law**

- 16.1. This Agreement is governed by the laws of India. Each Party irrevocable and unconditionally submits to the exclusive jurisdiction of the courts of New Delhi, India.

## **17. Force Majeure**

- 17.1. For the purposes of these Terms, a "Force Majeure Event" means an act of God, war, strikes, other labour disturbances, embargos, boycotts, epidemics, public health emergencies and pandemics, shortages of raw materials, labour, supply chain issues or any other cause beyond Distributor or ResMed's reasonable control.
- 17.2. In the case of a Force Majeure Event, ResMed reserves the right to allocate Products amongst all its customers at its discretion (including changing and re-allocating pre-existing orders).

17.3. If a Party is unable to perform an obligation under this Agreement because of a Force Majeure Event, then:

17.3.1. no later than 10 business days of the event arising, that Party must notify the other Party of the extent to which it is unable to perform its obligation;

17.3.2. where a Party complies with clause 17.3.1, that Party's obligation to perform those obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and

17.3.3. in all cases, the Parties must use their best endeavours to minimise the impact of any Force Majeure Event.

17.3.4. Neither Party is excused from any obligation to pay money because of a Force Majeure Event, despite any other provision of these Terms.

17.3.5. If a delay by either Party arising directly out of a Force Majeure Event continues for more than 30 business days, the other Party may, at its discretion elect to reject or cancel any order or terminate these Terms.

## **18. Changes to this Agreement**

18.1. Subject to ResMed's right to unilaterally amend Products and Prices, this Agreement may only be amended in writing and signed by both Parties.

## **19. General**

19.1. This Agreement sets out the complete understanding between ResMed and Distributor on this subject and replaces any previous statement, communications or understanding, whether verbal or written.

19.2. All notices will be given by personal delivery or by registered mail to the appropriate address shown in Schedule A of this Agreement.

19.3. Distributor may place orders under this Agreement using Distributor's regular purchase order forms. However, any provision of such forms or of any other document which conflicts with or differs from the provisions of this Agreement is void.

19.4. Distributor grants ResMed permission to communicate with Distributor by mail, email, telephone or facsimile, for the purpose of providing information about ResMed's products, pricing and promotions.

19.5. ResMed's or Distributor's failure to exercise a right in one or more instances does not waive the right to later exercise that right.

- 19.6. In case any provision in this Agreement is, or at any time becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not in any way affect or impair any other provision of this Agreement but this Agreement will be construed as if such invalid or illegal or unenforceable provision had never been contained. Except as expressly provided in these provisions, ResMed may conditionally or unconditionally, in its absolute discretion, give or withhold any consent or approval requested under these provisions.
- 19.7. No Party is considered to be the “drafter” for the purpose of any statute, case, or rule of construction that might cause any provision to be construed against the drafter.
- 19.8. Except as expressly provided in these provisions, the rights of a Party are in addition to and do not exclude or limit any other rights or remedies provided by law or in equity.
- 19.9. This Agreement may be executed in any number of counterparts in portable document format (PDF), each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

**SCHEDULE A - AGREEMENT SPECIFICATION**

<b>Term</b>	<b>From: 1/1/2025 To 12/31/2025</b>
<b>Nature of Agreement</b>	Territory: non-exclusive Product: non-exclusive
<b>Terms of payment</b>	<b>30 Days</b>
<b>Address for notices to ResMed</b>	<b>Company:</b> ResMed India Pvt .Ltd. <b>Address:</b> CoWorks Aerocity, 1 <sup>st</sup> Floor, Worldmark 1, Asset Area 11, Aerocity, Hospitality District IGI Airport, New Delhi-110037 <b>Email:</b> <a href="mailto:enquiries@resmed.co.in">enquiries@resmed.co.in</a>
<b>Address for notices to Distributor</b>	<b>Company:</b> Tara Medical Enterprise <b>Address:</b> 8, Chittaranjan Avenue, 2nd Floor, Barick Bhawan, Kolkata-700072 <b>Email:</b> info@taramedical.in <b>Tel Fax :</b>
<b>Billing Address</b>	<b>Dealer Name:</b> Tara Medical Enterprise <b>Billing Addresses:</b>  <b>1. 8, Chittaranjan Avenue, 2nd Floor, Barick Bhawan, Kolkata- 700072</b>

## **SCHEDULE B - RESMED GLOBAL THIRD PARTY CODE OF CONDUCT**

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ResMed Inc. ("ResMed") is dedicated to conducting its business with the highest standards of business ethics. We have an obligation to be honest, fair and forthright in all of our business activities. Our Global Third Party Code of Conduct ("Code") sets forth ResMed's expectations for distributors, business partners, suppliers, advisors and other third parties registering, promoting, selling, and marketing ResMed products and services or otherwise interacting with Government Officials, Health Care Professionals or others to or for ResMed ("Third Parties").

Compliance is the foundation of every facet of our business activities, and ResMed requires its Third Parties to make a commitment to the highest standards of ethics, integrity, and compliance. Third parties are responsible for the compliance of their subcontractors with respect to this Code as well.







## Privacy

Third Parties have an ethical and legal obligation to protect personal information (including, but not limited to, patient information) by:

- Complying with all applicable privacy and data security laws,
- Taking appropriate steps to safeguard any personal information received from ResMed against unauthorized or unlawful use, disclosure, access, loss, alteration, damage and destruction. This includes the encryption or anonymization of any health data that is transmitted externally.
- Immediately reporting to ResMed any public disclosure of personal information, or any attempt by an outsider to “hack” or steal personal information.

## Labour and Human Rights

Third Parties must ensure that all employees are treated with dignity and respect including:

- Not engaging in the use of child labour as defined by international and national laws, whichever standard is higher.
- Complying with local and national laws and regulations pertaining to wages, overtime and benefits.
- Ensuring that working hours comply with national laws.
- Respecting the right of employees to freedom of association, freedom of expression, the right to be heard.

## Environmental Impacts

Third Parties must comply with national and local legal obligations to manage the impact of their business on the environment. Third parties working with us must work to continuously reduce their environmental impact by:

- Complying with applicable environmental laws and regulations.
- Implementing a system to manage and reduce environmental impacts.
- Obtaining all required environmental permits and licenses.



## Harassment, Discrimination and Bullying

Third Parties must maintain a work environment free from harassment, discrimination, and bullying:

- Any form of Harassment and/or Discrimination are unacceptable. Any Harassment and/or Discrimination on the basis of race, color, religion, age, gender, national origin, marital status, sexual orientation, disability or other legally protected status will not be tolerated.
- Workers must not be threatened with, or subjected to harsh or inhumane treatment, including, but not limited to verbal abuse, harassment, mental and/or physical coercion, or sexual harassment.
- Workplace bullying is likewise unacceptable at ResMed. Bullying is defined as a pattern of offensive conduct (including electronically transmitted acts – i.e., cyberbullying, using social media, internet, mobile phone, etc.) that targets individual(s) and threatens, humiliates, or intimidates. It can cause a reasonable person in the victim's position substantial emotional distress and undermine his/ her/their ability to work.



## Health and Safety

Third Parties must provide a safe, hygienic and secure work environment to prevent accidents and injury. A safe and secure work environment also means a workplace safe from illegal drugs and violence.

- Workers must have access to clean and safe accommodations, toilet facilities, potable water and food storage facilities.
- Health and safety policies and regular training must be provided, implemented and recorded.

## Anti-Bribery and Corruption

Third Parties must act in compliance with laws, regulations and industry standards applicable to the countries where they conduct business inside the United States such as the U.S. Foreign Corrupt Practices Act and where they conduct business outside of the United States such as, U.K. Anti-Bribery Act, or the Brazilian Anti-Bribery Law.

- Third Parties must ensure that their employees, affiliates and agents do not offer or pay money or anything of value to any government official or political candidate for the purpose of obtaining, retaining or directing business to any person or entity, as prohibited by applicable local and international laws, which may include the U.S. Foreign Corrupt Practices Act, the U.K. Anti-Bribery Act, and the Brazilian Anti-Bribery Law.



## Interactions with Non-Health Care Professional Foreign Officials

Third Parties must not engage in bribery or corrupt conduct with Non-Health Care Professional Foreign Officials in any form by:

- Offering, promising, or authorizing anything of value such as gifts, services, or entertainment to government personnel or other officials, either directly or indirectly for the purpose of improperly obtaining or retaining business, influencing the performance of official duties, or any other improper purpose or business advantage.
- Offering an improper payment to or receiving an improper payment from other third parties as defined under this Code.





## Fair Competition

Third Parties must follow all applicable antitrust and competition laws by:

- Never engaging in unfair business practices and never sharing confidential information such as bids, proposals or strategies with competitors.
- Never discussing, coordinating, or agreeing with competitors to fix prices or engage in business practices which are construed by Anti-Trust Authorities as having the purpose or effect of diminishing free competition.
- Never taking part in discussions or arrangements that may be perceived as anti-competitive.

## Confidentiality

Third Parties must keep ResMed's non-public information confidential.

- ResMed's confidential information that must be protected includes, but is not limited to, non-public information that might be of use to competitors, or would be harmful to ResMed if disclosed.
- ResMed's confidential information should never be disclosed unless authorized in writing by ResMed or legally required. In the event that a Third Party is required by law to disclose ResMed's confidential information, that Third Party must provide immediate notice to ResMed of the disclosure, and, if possible, provide ResMed with an opportunity to oppose such disclosure.
- Any authorized disclosure of ResMed's confidential information should be subject to a confidentiality agreement requiring the other party to keep the information confidential once disclosed.

## Conflicts of Interest

Third Parties must be free of conflicts of interest that jeopardize their ability to take actions in the best interest of ResMed. A "conflict of interest" occurs whenever a Third Party's judgment and loyalty are divided between its responsibilities to ResMed and to an outside interest, or when a Third Party employee conducts a business activity for his or her personal benefit or the benefit of a family member or friend. ResMed expects Third Parties to immediately disclose any actual or potential conflicts of interest to ResMed to ensure fair and prompt resolution.

## Sanctions and International Trade

Third Parties must comply with all applicable sanctions and international trade laws and regulations with regard to imports, exports, and international financial transactions.

- Third Parties must not contract with vendors in any embargoed and sanctioned countries.
- If Third Parties' products are subject to the U.S. Export Administration Regulations, then they must ensure the product has been screened against the Commerce and Treasury Department's lists before exports are provided to that end-user.
- Third Parties that supply goods to ResMed must comply with conflict minerals legislation associated with sourcing tin, tantalum, tungsten and gold from the Democratic Republic of the Congo and adjoining countries, including but not limited to the Dodd-Frank Wall Street Reform and Consumer Protection Act. Third Parties must provide reasonable assistance to ResMed and respond to all requests relating to compliance with conflict minerals legislation.
- Third Parties must comply with modern slavery legislation including but not limited to the California Transparency in Supply Chains Act of 2010, the United Kingdom's Modern Slavery Act 2015, and Australia's Modern Slavery Act 2018 (together the "Slavery Acts"). Third Parties must provide reasonable assistance to ResMed and respond to all requests relating to compliance with modern slavery legislation.
- Third Parties must not use slavery or human trafficking in any of their supply chains, or in any part of their own business.





## Reporting

All Third Parties have a duty to report any known or suspected violation of this Code that apply to ResMed.


Third Parties are encouraged to make a report, including concerns of actual or potential misconduct, through our Ethics Hotline, which is managed by an independent third party. The Hotline is accessible 24 hours a day, seven days a week, with translators available when necessary. Where allowed by local law, you may choose to make an anonymous report through the [EthicsPoint Hotline](#).



Third Parties can use the country specific telephone numbers below to report an issue. A complete list of all available country specific Hotline numbers can also be viewed on the

Country	Phone #	Access Code (if applicable)
Australia	1800-757-139	N/A
Belgium	800-620-6934	0-800-100-10
Brazil	800-620-6934	0-800-888-8288
Brazil	800-620-6934	0-800-890-0288
China	400-9-901-443	N/A
Colombia	800-620-6934	01-800-911-0010
Colombia	800-620-6934	01-800-911-0011 (Spanish)
Czech Republic	800-142-256	N/A
Denmark	800-620-6934	800-100-10
France	0805-54-24-96	N/A
Germany	0800-7243503	N/A
India	800-620-6934	000-117
Italy	800-620-6934	800-172-444
Korea	800-620-6934	00-309-11 (Dacom)
Korea	800-620-6934	00-729-11 (Korea Telecom)
Korea	800-620-6934	00-369-11 (ONSE)
Korea	800-620-6934	550-2USA (US Military Base-Dacom)
Korea	800-620-6934	550-HOME (US Military Bases-Korea Telecom)
Malaysia	1800-88-9815	N/A
Poland	800-620-6934	0-0-800-111-1111
Singapore	1800-622-7250	N/A
United States	800-620-6934	N/A
United States	470-219-7126	N/A

ResMed's EthicsPoint Reporting Webpage at [www.resmed.ethicspoint.com](http://www.resmed.ethicspoint.com).

Initial  


## Certificate Of Completion

Envelope Id: ECEB1C1E-60AF-4921-ACFE-05F13A85039A

Status: Sent

Subject: Complete with Docusign: East\_Tara Medical Enterprise.pdf

Source Envelope:

Document Pages: 30

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 1

Ajay Kant Sharma

AutoNav: Enabled

1 Elizabeth Macarthur drive

Envelopeld Stamping: Enabled

Bella Vista, NSW 2154

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

AjayKant.Sharma@resmed.com.au

IP Address: 163.116.212.43

## Record Tracking

Status: Original

Holder: Ajay Kant Sharma

Location: DocuSign

2/19/2025 6:27:50 AM

AjayKant.Sharma@resmed.com.au

## Signer Events

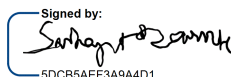
MR. SARBAJIT BARICK

info@taramedical.in

mr

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:  
  
5DCB5AEF3A9A4D1...

Signature Adoption: Drawn on Device  
Using IP Address: 115.187.33.23

## Timestamp

Sent: 2/19/2025 6:29:16 AM

Resent: 3/19/2025 1:26:11 AM

Viewed: 3/19/2025 3:36:55 AM

Signed: 3/19/2025 3:39:43 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/19/2025 3:36:55 AM

ID: de08daae-4c73-4666-a810-10b298c1bda5

Ashish Matta

Sent: 3/19/2025 3:39:45 AM

Ashish.Matta@resmed.co.in

Authorised Signatory

ReMed India Pvt. Ltd.

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Sahil Kalra

Sahil.Kalra@resmed.com

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

AYAN MANDAL

AYAN.MANDAL@resmed.co.in

Security Level: Email, Account Authentication  
(None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/19/2025 6:29:16 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Resmed Ltd (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Resmed Ltd:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com)

#### **To advise Resmed Ltd of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Resmed Ltd**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Resmed Ltd**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [DocuSignSupport@resmed.com](mailto:DocuSignSupport@resmed.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Resmed Ltd as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Resmed Ltd during the course of your relationship with Resmed Ltd.