**SUPPLY AGREEMENT**

This Supply Agreement (“**Agreement**”) is made effective as of (“**Effective Date**”), by and between , a , with a principal place of business located at (“**Purchaser**”) and SONOVA USA INC., a Minnesota corporation, having its principal offices located at 750 N. Commons Drive, Suite 200, Aurora, IL 60504 (“**Sonova USA**”). Purchaser and Sonova USA are sometimes individually referred to herein as a “**Party**” and collectively, the “**Parties**”.

**RECITALS**

**WHEREAS**, Sonova USA is engaged in the business of manufacturing and distributing technologically advanced hearing systems for resale by qualified audiologists and hearing aid dispensers;

**WHEREAS**, Purchaser is engaged in the business of treating and caring for individuals with hearing loss and desires to resell Sonova USA’s hearing system products pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, Sonova USA is willing to distribute and sell to Purchaser Phonak-branded hearing instruments and related accessories (each a “**Product**” and collectively the “**Products**”) for resale, pursuant to the terms and conditions specified below.

**NOW, THEREFORE**, in consideration of recitals set forth above, which are hereby incorporated into and made a part of this Agreement, the mutual covenants and promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sonova USA and Purchaser hereby agree as follows:

1. **PURCHASES; TERM AND TERMINATION; PURCHASE REQUIREMENTS**

1.1 Term. The term of this Agreement (“**Term**”) shall commence on the Effective Date and will remain in effect for a period of () years thereafter, unless earlier terminated as hereinafter provided. In the event this Agreement expires or is terminated and Purchaser has not satisfied its purchase requirements as set forth at Sections 4.6 and 4.7 hereof, Sections 4.6 and 4.7 shall survive the expiration or termination of the Agreement until such payment requirements are satisfied by Purchaser.

1.2 Termination for Cause. Either Party may terminate this Agreement, which termination will be effective upon receipt of a written notice of termination or such later date (if any) set forth in the termination, by providing written notice of any of the following events:

i. If the other Party is in material breach of any representation, warranty or covenant under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within a commercially reasonable period of time (in no case exceeding 30 days) after receipt of written notice of such breach; or

ii. If the other Party (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (C) makes or seeks to make a general assignment for the benefit of its creditors, or (D) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

1.4 Termination for Convenience by Sonova USA. Sonova USA may terminate this Agreement at any time, for any cause or no cause, upon 60 days’ written notice to Purchaser.

1.3 Products and Pricing. Sonova USA agrees to distribute and sell to Purchaser those Products, and at such pricing, as mutually agreed to by the Parties. Pricing templates may be amended upon the mutual consent of the Parties, without the requirement to formally amend this Agreement. Pricing templates shall be provided to Purchaser upon request. To the extent of a conflict between the then current Sonova USA Price & Policy Reference Guide (“**P&P**”) and the pricing template as mutually agreed to by the Parties pursuant to this Agreement, the pricing template as mutually agreed to by the Parties pursuant to this Agreement shall control. Sonova USA reserves the right to amend its P&P in its sole and absolute discretion and without the consent of Purchaser.

**2. NO EXCLUSIVITY; SALES**

2.1 No Exclusivity. Nothing contained in this Agreement is intended to create any type of exclusive relationship between Purchaser and Sonova USA. Without limiting the foregoing, Sonova USA retains the right, in its sole discretion (a) to sell the Products to any other parties for resale to end users and (b) to promote, market, sell and service the Products to end users directly or through any party that controls, is controlled by, or is under common control with Sonova USA (an “**Affiliate**”).

2.2 Sales. Purchaser will not, directly or indirectly, promote, market or sell any of the Products (a) to any party outside of the United States or (b) to any party whom Purchaser has reason to believe will resell any of the Products. Other than as provided for by this Agreement and the P&P. Purchaser will not promote, market or sell any of the Products through catalog, mail order, TV-based sales or any website without the prior written consent of Sonova USA.

2.3 Reimbursable Products Excluded from Supply Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that this Agreement shall not cover any Products for which Purchaser seeks reimbursement directly from any federal or state Medicare or Medicaid programs (“**Reimbursable Products**”). Sonova shall create separate billing accounts and agreements for any Reimbursable Products sold outside of the terms of this Agreement.

**3. SONOVA USA OBLIGATIONS**

3.1 Promotion. Sonova USA will provide sales support to Purchaser as it deems appropriate to market the Products.

3.2 Supply. Sonova USA will not be liable for failure to provide any of the Products or for delays in shipments of any such Products. In the event of shortage of any of the Products, Sonova USA may allocate the available Products among its customers in any manner it determines. Sonova USA may change its Product lines at any time without prior notice and without incurring any obligation to Purchaser.

**4. PURCHASER OBLIGATIONS**

4.1 Compliance. Purchaser will comply with (a) the P&P and any other Sonova USA policies or procedures in effect of which Purchaser has received notice including, without limitation the Sonova USA Internet Sales Policy as set forth in the P&P, and (b) all federal and state laws and regulations that are applicable to its business including, without limitation, all laws and regulations specifically applicable to the sale, resale and distribution of hearing devices via the Internet.

4.2 Service and Warranty Repairs. Purchaser will provide ongoing service of the Products sufficient to meet servicing obligations imposed either by warranties provided with the Products or by applicable law. Purchaser will abide by Sonova USA’s warranty repair policies in effect, and will assist Sonova USA in processing requests for warranty repairs of any Sonova USA product.

4.3 Attempted Agency. Purchaser is not, and will not attempt to act as, or to hold itself out as being, Sonova USA’s agent, partner or franchisee. Purchaser is not authorized by Sonova USA to transact business, incur obligations (express or implied), bill goods, make any promise, warranty or representation with respect to the Products or otherwise act in any manner, in the name or on behalf of Sonova USA except as may be specifically approved in writing by Sonova USA.

4.4 Harmful Conduct. Purchaser will not engage in conduct that Sonova USA deems harmful to the reputation of Sonova USA, the Products or any intellectual property of Sonova USA or any of its Affiliates, and will use its best efforts to maintain and enhance the name, reputation and good will of Sonova USA and the Products.

4.5 No Sales Under Other Marks. Purchaser will not sell, offer for sale, otherwise transfer, market or promote any of the Products under any trade names, trademarks or service marks other than those prescribed by Sonova USA.

4.6 Purchase Obligations. Purchaser shall commit to purchase at least percent (%) of Purchaser’s total purchases of products that are not Reimbursable Products, in units and value, from Sonova USA (“**Unit Volume Commitment**”). Notwithstanding Purchaser’s Unit Volume Commitment, Purchaser shall commit to the purchase an aggregate of () Eligible Units during the Term of this Agreement (the “**Purchase Obligation**”) and the Purchase Obligation shall be treated as “take or pay”, with a minimum annual purchase commitment in each Annual Period hereof of () number of Eligible Units (each, an “**Annual Purchase Obligation**”). The Unit Volume Commitment and the Purchase Obligation are sometimes collectively referred to herein as the “**Aggregate Purchase Obligation**”.

For purposes of this Agreement, “**Annual Period**” means each 12-month period beginning on (i) the Effective Date, (ii) and thereafter on each the anniversary of the Effective Date, until the expiration of the Term and “**Eligible Units**” means those hearing instruments which are purchased by Purchaser pursuant to this Agreement. Eligible Units shall not include Reimbursable Products, Lyric, Roger digital systems and related Roger system accessories, CROS, remotes, wireless accessories, and other similar ancillary components to the Eligible Units.

4.7 Take or Pay Obligations. In the event Purchaser purchases less than the Aggregate Purchase Obligation as set forth above in Section 4.6, Purchaser shall pay to Sonova USA the average sales price of the Eligible Units purchased over the aggregate of all prior Annual Periods, multiplied by the number of Eligible Units short of the Aggregate Purchase Obligation. Such liquidated damages shall be payable to Sonova USA within thirty (30) days after notification to Borrower of such shortfall.

**5. TERMS OF SALE**

5.1 Sonova USA’s Standard Terms and Conditions. Payment terms are Net 30. Except as specifically provided herein to the contrary, all of Purchaser’s purchases from Sonova USA are subject to Sonova USA’s standard terms and conditions of sale including, without limitation, pricing, as reflected in the P&P. Sonova USA’s standard terms and conditions of sale will be deemed part of every order and resulting sale to Purchaser from Sonova USA notwithstanding any additional or different terms contained on any order form or other document of Purchaser or Purchaser’s patient or in any other communication between Purchaser and Sonova USA. All orders are subject to Sonova USA’s approval and are not accepted until acknowledged in writing or the Products described in the order are shipped. Orders shall be shipped to Purchaser at the business location(s) of Purchaser as Purchaser directs Sonova USA, in writing. In the event that Sonova USA does not have sufficient quantity of the Products on hand to meet its orders, Sonova USA may accept or decline such orders in such quantities as it determines in its sole discretion.

5.2 ACH Payments. Payments for Product purchases hereunder shall be made via ACH electronic payments. Purchaser shall take any and all actions necessary to authorize Sonova USA to auto-draft Purchaser’s bank account(s) for payment of Products purchased hereunder.

**6. PRODUCT CHANGES AND DISCONTINUED PRODUCTS**

6.1 Product Changes. Sonova USA may change the design or specifications of any of the Products at any time, and from time to time, without notice and without incurring any obligation to Purchaser. Sonova USA specifically will not be obligated to make the same or a similar change upon any of the Products previously purchased by or shipped to Purchaser or being manufactured or sold in accordance with Purchaser’s orders.

6.2 Discontinuance. Sonova USA may at any time without notice to Purchaser, discontinue the sale of any of the Products, with or without substituting another Product in its place.

**7. WARRANTY; DISCLAIMER AND LIMITATION OF LIABILITY**

7.1 Warranty. Except for the manufacturer’s warranty, SONOVA USA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OR ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD AND HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

7.2 Disclaimer. IN THE EVENT ANY WARRANTY OR REMEDY OFFERED BY SONOVA USA FAILS OF ITS ESSENTIAL PURPOSE, PURCHASER’S SOLE AND EXCLUSIVE REMEDY WILL BE THE LESSER OF (A) PURCHASER’S ACTUAL DAMAGES OR (B) RETURN OF THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT. IN NO EVENT, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, WILL SONOVA USA BE LIABLE TO PURCHASER OR TO A USER OF THE PRODUCTS FOR LOSS OF PROFITS, LOSS OF USE, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, OR PECUNIARY LOSS OF ANY KIND. NOTICE OF ANY CLAIMS CONCERNING THE PRODUCTS OR THIS AGREEMENT MUST BE MADE IN WRITING AND FURNISHED BY PURCHASER TO SONOVA USA PROMPTLY UPON DISCOVERY AND IN NO EVENT LATER THAN 60 DAYS AFTER THE END OF THE APPLICABLE WARRANTY. IN NO EVENT MAY ANY ACTION OR PROCEEDING CONCERNING THE PRODUCTS OR THIS AGREEMENT BE FILED BY PURCHASER MORE THAN ONE YEAR AFTER DELIVERY OF THE PRODUCTS CLAIMED TO BE DEFECTIVE OR UNSUITABLE OR, IN THE CASE OF OTHER CLAIMS CONCERNING THIS AGREEMENT, MORE THAN ONE YEAR AFTER SUCH CLAIM AROSE. If Purchaser fails to give Sonova USA notice as required by this Section 7.2 within the specified period, Purchaser will thereafter be barred from asserting the claim for which notice was required.

**8. CONFIDENTIAL INFORMATION**

8.1 Confidential Information. All financial, marketing, pricing, design, research, product development and other information, data and documentation of Sonova USA or any of its Affiliates that is not generally known or available to the public or the hearing aid industry without breach of this Agreement including, without limitation, the existence of this Agreement and the terms and conditions hereof (“**Confidential Information**”) that is furnished by Sonova USA to Purchaser or otherwise learned or received by Purchaser, in any form, written or electronic, will remain the property of Sonova USA or such Affiliate.

8.2 Purchaser’s Obligations. Purchaser will protect and preserve Confidential Information that it obtains and agrees not to use or disclose Confidential Information for: (a) the benefit of any party or entity other than Sonova USA or such Affiliate, or (b) any purpose other than the performance of Purchaser’s obligations or exercise of rights under this Agreement.

8.3 Compelled Disclosure. Purchaser may disclose Confidential Information to the extent required by applicable law, so long as Purchaser provides sufficient notice to Sonova USA to object to the production. Purchaser agrees to cooperate with any effort by Sonova USA to resist production.

8.4 Disposition of Confidential Information. Upon termination or expiration of this Agreement, Purchaser shall promptly, as directed by Sonova USA, either return or destroy all Confidential Information in its possession.

**9. USE OF TRADEMARKS**

9.1 Use of Trademarks. Subject to this Agreement, the P&P, and any other Sonova USA policies or procedures then in effect, Purchaser will have a non-exclusive license to use within the United States the trade names, trademarks and service marks used by Sonova USA in identifying its products (“**Trademarks**”) as may be necessary to perform its obligations or exercise its rights set forth in this Agreement.

9.2 Advertising. All materials produced by or for Purchaser using the Trademarks will be subject to prior review and written approval by Sonova USA. In no event will Purchaser advertise the Products or use any of the Trademarks in such manner, or engage in any act or practice, that is likely to deceive or mislead or which Sonova USA concludes may harm its business reputation or goodwill.

9.3 Corporate Name. Purchaser will not use the name “Sonova USA”, “Phonak” or any Trademark or any other word likely to be confused therewith, as a trade name or any part of the name of Purchaser.

9.4 No Proprietary Interest. Purchaser will not acquire any ownership rights to any goodwill, Trademarks, copyright, patent, trade secret or other similar property, of Sonova USA or its Affiliates by virtue of this Agreement. Purchaser agrees not to contest or aid in contesting the validity or ownership of Sonova USA’s or such Affiliate’s rights. Purchaser will not register or attempt to register the name “Sonova USA”, “Phonak” or any other intellectual property of Sonova USA or its Affiliates, or any other words or marks likely to be confused therewith. Purchaser agrees that all goodwill associated with any intellectual property of Sonova USA or its Affiliates will be directly and exclusively for the benefit of Sonova USA and such Affiliate. Any additional goodwill attached to the Trademarks from Purchaser’s use of the Trademarks will inure to the benefit of Sonova USA.

9.5 Restrictions on Use. No Trademark will be used by Purchaser in a manner that may cause a loss of its protected status, or in a manner that is likely to cause confusion, mistake or deception. Purchaser will not use any intellectual property of Sonova USA or any of its Affiliates in connection with the sale of any product or service other than the Products. Purchaser will not alter or remove any of the Trademarks applied to the Products.

9.6 Right to Institute Proceedings. Purchaser will promptly notify Sonova USA of any infringement of any Trademarks or other Sonova USA intellectual property of which it may become aware. In its sole discretion, Sonova USA and its Affiliates may take action or institute proceedings in Purchaser’s name to protect the Trademarks and such other intellectual property. Purchaser will cooperate with Sonova USA or any Affiliate in any action or proceedings initiated.

9.7 Assignments and Sublicenses. Purchaser will not transfer, sell, assign, sublet or sublicense any rights under this Agreement with respect to the Trademarks.

9.8 Reservation of Rights. Except to the extent granted in Section 9.1, Sonova USA and its Affiliates reserve all rights to the Trademarks and other intellectual property, and may exercise such rights at any time.

**10. RIGHTS ON TERMINATION**

10.1. Effect of Termination. Termination of this Agreement, for any reason or for no reason, will not affect any right of Sonova USA to payment for the Products ordered by Purchaser prior to termination, regardless of whether the Products are delivered before or after termination.

10.2 Discontinuance of Use of Trademarks. Upon termination, Purchaser (a) will cease using all promotional materials relating to Sonova USA or any of the Products, (b) will not directly or indirectly use promotional materials or perform any other act, which might cause anyone to infer or believe Purchaser to be a distributor or reseller of Sonova USA products, and (c) will refrain from further use of the name “Sonova USA”, “Phonak” or any other Trademarks. In addition to its remedies at law or in equity, Sonova USA will have authority to act on behalf of Purchaser to address any improper use.

**11. REMUNERATION**

11.1 Fair Market Value. Remuneration flowing between the Parties is at fair market value for actual and necessary items furnished or services rendered, is based upon an arm’s-length transaction, and does not take into account, directly or indirectly, the value or volume of any past or future referral or other business generated between the Parties (or of any referral or business of any principal, affiliate, or immediate family member — as those terms may be defined by applicable laws — of either Party hereto). The Parties agree that it is not their intent that any payments made under this Agreement be in return for the purchasing or ordering of any products or services other than the specific Products or services described in this Agreement.

11.2 Discounts. Any discount, rebate, and other price reduction (collectively referred to herein as “Discounts”) given by Sonova USA to Purchaser under this Agreement constitutes a discount under applicable law (42 U.S.C. §1320a-7b(b)(3)(A)). Sonova USA’s invoice will detail the Discounts and the allocation of net purchase dollars appearing on that invoice. As applicable, each Party will report discounts and provide information as required under 42 C.F.R. §1001.952(h).

11.3 Sunshine Act. Sonova USA warrants that it has not and will not provide anything under this Agreement that requires reporting under the Physician Payments Sunshine Act.

**12. MISCELLANEOUS**

12.1 Relationship of Parties. This Agreement does not make Purchaser an agent, representative, partner, joint venturer, contractor, employee or franchisee of Sonova USA. Purchaser is not authorized to make any contract, agreement, representation or warranty on behalf of Sonova USA. Unless provided for by this Agreement, Sonova USA will not be liable for any act, omission, contract, debt or any other obligation of Purchaser.

12.2 Assignability. Sonova USA has entered into this Agreement relying on the skill, qualifications and representations of Purchaser. Neither this Agreement nor any of its rights or obligations may be assigned or delegated by Purchaser, whether by operation of law or otherwise, without Sonova USA’s prior written consent. Sonova USA may assign this Agreement to an Affiliate without Purchaser’s consent.

12.3 Indemnification. Purchaser agrees to indemnify, reimburse and hold harmless Sonova USA, Sonova USA’s Affiliates, and the officers, directors, shareholders, members, managers, agents, representatives, attorneys, successors and assigns of each of the foregoing, from any and all actions, claims, demands, losses, damages, costs and expenses (including reasonable attorneys’ fees) arising in any way out of this Agreement, or Purchaser’s performance or failure to perform under this Agreement, or caused in whole or in part by Purchaser’s act or omission, or that of anyone claiming to be employed by or acting on behalf of Purchaser for whose acts or omissions Purchaser is or may be liable.

12.4 Attorneys’ Advice. Each Party has been represented, or has had the opportunity to be represented, by its own legal counsel in connection with this Agreement, and the Parties agree that they have participated jointly in the drafting of this Agreement.

12.5 Entire Agreement, Modification, Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the purchase of the Products by Purchaser from Sonova USA, and supersedes all prior and contemporaneous agreements and representations. Other than renewal, no modification, amendment, or waiver of this Agreement will be binding unless executed in writing by all the Parties. The failure of either Party to enforce any provision of this Agreement will not be construed as a waiver of the right of such Party to enforce a provision, nor will any waiver constitute a continuing waiver. Acceptance by Sonova USA of orders from Purchaser or the continuing sale of the Products to Purchaser after termination will not be construed as a renewal or extension of this Agreement, or as a waiver or revocation of termination.

12.6 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity and enforceability of any other provisions. If any provision of this Agreement is unenforceable for any reason, it will be appropriately limited and given effect to the extent that it may be enforceable. If any provision hereof, or performance thereunder, is prohibited by law or other governmental action, in any state or political subdivision, then such provision will be deemed not to be a part of this Agreement and performance under such provision will not be required.

12.7 Survival. Sections 2, 7-10 and 12 will survive termination. Termination will not constitute a waiver by either Party of any right of action for breach of this Agreement by the other, and any rights will survive termination.

12.8 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Counterparts may be executed and delivered by facsimile or other electronic means of transmission, and upon receipt such transmission shall be deemed delivery of an original.

12.9 No Third Party Beneficiary Rights. Except as expressly provided in this Agreement (a) nothing in this Agreement, whether express or implied, is intended to confer any right or remedy on any parties other than the Parties (and, to the extent provided herein, their Affiliates) and their respective successors and assigns, (b) nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement and (c) no provision of this Agreement will give any third party any right of subrogation or action against any party to this Agreement.

12.10 Specific Performance; Remedies. Purchaser agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that Sonova USA will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach by Purchaser without the necessity of proving damages or posting bond. Such remedy will not be deemed to be the exclusive remedy for breach of this Agreement, but will be in addition to all remedies available to Sonova USA at law or in equity. All remedies of each Party are cumulative and in addition to any other remedies available at law or in equity, and may be exercised concurrently or successively.

12.11 Changes Required by Law. If Sonova USA at any time determines that any federal or state law or regulations, or any new interpretation thereof, requires changes in any of the provisions of this Agreement, Sonova USA may offer Purchaser a new and superseding agreement or amendment that reflects changes that are required. If Purchaser fails to execute the new and superseding agreement or amendment within 30 days after it is offered to Purchaser, this Agreement may be terminated by Sonova USA by providing notice to Purchaser.

12.12 Notices. Any notices, requests, demands, and other communications required to be given under this Agreement will be in writing and will be either (a) personally delivered, or (b) sent by overnight courier, to the respective addresses of the parties set forth below, or to such other place as a party may designate for receipt of notice. Notice will be deemed given and effective upon receipt or refusal of receipt by the party to whom it is sent.

If to Sonova USA:

Sonova USA Inc.

750 N. Commons Drive, Suite 200

Aurora, IL 60504

Attn: VP of Finance

with a copy to:

Sonova United States Corporate Services, LLC

750 N. Commons Drive,

Suite 200

Aurora, IL 60504

Attn: Legal Department

If to Purchaser:

Attn:

12.13 Governing Law and Venue. This Agreement will be governed and controlled by the internal laws of the State of Illinois without regard to conflict of laws or choice of laws rules and principles. All actions or proceedings arising out of, from or related to this Agreement shall be litigated in the Federal and state courts located in the County of DuPage in the State of Illinois. PURCHASER AGREES THAT, SUBJECT SONOVA USA’S ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT WILL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE COUNTY OF DUPAGE, STATE OF ILLINOIS. PURCHASER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF DUPAGE. PURCHASER WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUIT BROUGHT AGAINST PURCHASER BY SONOVA USA IN ACCORDANCE WITH THIS SECTION.

12.14 Waiver of Jury Trial. PURCHASER WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING: (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (B) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREES THAT ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12.15 Force Majeure. Non-performance of any Party under this Agreement shall be excused to the extent that performance is rendered impossible due to acts of God, acts of terrorism, strikes, fires, floods, governmental acts or orders or restrictions or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

12.16 Limitation on Liability. Notwithstanding anything to the contrary set forth herein, in no event shall a Party be liable to the other for any indirect, consequential, exemplary, special, incidental, punitive, or speculative damages, including those related to loss of use, lost business, revenue, profits or goodwill, arising out of or in connection with this Agreement or the Products, under any theory of torT (including negligence), contract, or warranty, even if the Party has been advised, knew or should have known of the possibility of such damages.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the duly-authorized representatives of each Party have executed this Supply Agreement, as of the Effective Date.

**PURCHASER**:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**SONOVA USA**:

SONOVA USA INC.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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