

SMARTCOMPANION CARE INDEPENDENT CONTRACTOR SALES & SERVICES AGREEMENT

The Provider agrees to abide by and remain bound by all the terms and conditions set forth in this SALES & SERVICES AGREEMENT (“Agreement”).

1. Definitions

- a. “SCC” shall mean SmartCompanion Care, LLC, a Missouri limited liability company with its principal place of business located at 11975 Westline Industrial Drive, Suite 750, St. Louis, MO 63146;
- b. “PROVIDER” shall mean the Party agreeing to be bound by this Agreement as shown through its acceptance recorded at <https://veteranshomecare.com/exclusive-for-vetassist-providers/>;
- c. “COMPANION” shall mean the VetAssist Companion or SmartCompanion system and/or program;

2. Scope of Work:

SCC desires to enter into an independent contractor agreement with PROVIDER to perform services which include:

Introducing the COMPANION system to consumers with the intent of building and growing a dedicated client base through direct marketing and referrals. The COMPANION system is an Alexa-based digital voice assistant uniquely designed for the caregiving, monitoring and companionship (“System”). PROVIDER’s stated goal is to market COMPANION to its current network of clients and to the general public, with the assistance of SCC, in accordance with the terms of the Agreement.

And PROVIDER is willing and capable of performing such services subject to all terms and conditions set forth more fully herein.

Therefore, in consideration of the mutual covenant hereinafter recited, and additional consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Scope of Services:

- a. PROVIDER will market COMPANION services to consumers at the prices set forth in Exhibit A. All prices set forth in Exhibit A are subject to change as solely determined by SCC. Price changes shall become effective thirty (30) days after notice to PROVIDER;
- b. PROVIDER will handoff prospective clients to SCC for completion of COMPANION signup in accordance with the procedures outlined in Exhibit B;
- c. PROVIDER will, upon request of SCC and with the assistance of SCC, assist COMPANION clients with installation of the Unit and initial training;

- d. PROVIDER will make reasonable efforts to incorporate the COMPANION into any in-person home care services provided to the client;
- e. SCC may, from time to time, refer potential clients to PROVIDER it feels may be appropriate COMPANION clients (“SCC Referrals”). SCC and PROVIDER agree that the terms of this Agreement equally apply to SCC Referrals.

2. Payment Terms: SCC agrees to pay PROVIDER with respect to each particular COMPANION Client:

- a. Monthly Service: SCC agrees to pay PROVIDER per the following schedule for each particular COMPANION client so long as the client remains in the program:

System	VetAssist Clients	SmartCompanion Clients
<i>2, 3, or 4 Pack</i>	\$24	\$24

VetAssist Clients are those clients that are currently enrolled, become enrolled or have ever been enrolled in the VetAssist® Program offered by Veterans Home Care, LLC (and/or its related entities). All other clients are COMPANION Clients. Except as expressly stated in this paragraph, SmartCompanion clients and VetAssist Clients are collectively referred to as SmartCompanion clients and all terms of the Agreement apply equally to both.

SCC reserves the right to adjust the Monthly Service rates upon thirty (30) day written notice to PROVIDER.

- b. Payment Schedule: Payments due to PROVIDER for each particular COMPANION client shall become payable after system activation, or thirty (30) days after SCC receives the full amount due from the COMPANION client, whichever is later, and shall be paid on the first Monday of the following month.
- c. For any particular COMPANION client whose service is suspended for any reason, payments due under this Agreement shall also be suspended for the corresponding period of time. For any particular COMPANION client whose service is terminated for any reason, payments due under this Agreement shall terminate for that particular COMPANION client effective the date of the COMPANION client termination. For any particular COMPANION client that exits the COMPANION program for any reason, payments due under this Agreement shall no longer be due effective the date of COMPANION client’s exit from the COMPANION program.

3. Term and Termination:

- a. This Agreement begins on the Effective Date and continues for an initial term of one (1) year. Unless otherwise terminated by either party as provided herein, this Agreement shall automatically renew for successive one (1) year terms.
- b. Either party may terminate this Agreement at any time by providing written notice to the other party. Termination shall become effective on the 31st day following receipt of written notice.

- c. This Agreement may be suspended as to any particular client should the Unit at the premises become so substantially damaged that further service to such client is impracticable.
- d. Upon termination of this Agreement, SCC shall only be responsible for payments due under this Agreement as of the date of termination. No further payments shall be due for any COMPANION clients after the date of termination.

4. Miscellaneous:

- a. Compliance with Law. In performing their obligations under this Agreement, the parties agree to follow all applicable federal, state and local laws, rules and regulations and all applicable rules, regulations, standards and techniques of any appropriate or nationally recognized licensing, certifying or professional association relating to the services provided, including, without limitation, generally accepted quality improvement methods. The parties agree that compliance with the law shall not constitute a breach of this Agreement. The parties further agree to use their reasonable best efforts to negotiate and execute any amendments hereto that may be deemed necessary or appropriate to maintain compliance with any applicable laws, rules, regulations, orders or injunctions applicable to either party.
- b. Entire Agreement. This Agreement and any Exhibits or Addendums constitute the entire contract between the parties on this matter. Any agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may not be modified, changed or waived orally except in a dated writing signed by the parties.
- c. Assignment. PROVIDER shall not assign this Agreement without the express written consent of the SCC.
- d. Governing Law. The Agreement will be governed by and construed in accordance with the internal laws of the State of Missouri. The parties agree that the place of contract is St. Louis County, Missouri. The parties agree that the Circuit Court of St. Louis County, Missouri, shall have exclusive jurisdiction over this Agreement and any claim or Dispute arising under it or connected with it. Further, the parties agree that they are subject to the personal jurisdiction of the State of Missouri and said Circuit Court and they and each of them expressly waive any right they may have or have had to removal or transfer of venue.
- e. COMPANION Unit. It is understood that PROVIDER takes no interest in Unit and has no responsibility other than as specifically outlined in this Agreement for the maintenance, repair, replacement or insurance of the Unit.

5. Relationship of the Parties and Indemnification.

- a. The parties shall at all times act and perform as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture relationship, or any other joint business between the parties.
- b. PROVIDER shall defend, indemnify and hold harmless SCC and each of its officers, directors, employees, agents and stockholders (the "SCC Parties"), from and against any and all claims, liabilities, losses, damages, and suits, including reasonable attorneys' fees ("Indemnified Amounts")

incurred by the SCC Parties or any of them as a result of, arising out of, or relating to PROVIDER's breach of this Agreement or its negligent acts or omissions in performing its obligations under this Agreement.

The undersigned Parties enter into this Agreement on the terms and conditions set forth herein on the ____ day of _____.

Provider Name: _____

CompanyName: SmartCompanion Care, LLC

Address: _____

Signed By: _____

City/State: _____

Printed Name: _____

Zip Code: _____

Date: _____

Signed By: _____

Printed Name: _____

Date: _____

EXHIBIT A
PRICING LIST

Equipment Cost For Client:

- A \$250 Initial system cost allowing ownership including:
 - 1st Month of Service
 - Pre and post programming/customization
 - Remote activation and training
 - Ongoing customer and technical support
 - 100% Refund if cancelled and returned within 60 days of order

Ongoing Monthly Service Fee

Pack Size	SmartCompanion	VetAssist Companion 10% Discount
<i>2, 3, or 4 Pack Kit</i>	<i>\$98.00/mo</i>	<i>\$88.00/mo</i>

Note:

Monthly Service Cost is the amount the Client pays per month directly to SCC for the program services. SCC will bill the Client directly each month.

Demo Costs for Providers

- SCC will make Demo Systems available to Providers upon request.
- Demo Systems are free for a 90-day trial period and \$25 per month thereafter. Provider may return the Demo System at any time.
- Demo Systems are free for any month that the Provider supplies 10 or more referrals or for any month(s) Provider has 3 or more active COMPANION clients

EXHIBIT B
PROSPECTIVE CLIENT HANDOFF
PROCEDURES

Step 1: PROVIDER is responsible for introducing the SmartCompanion service, including provided marketing material in preparation for a SmartCompanion sales representative to make client contact.

Step 2: PROVIDER may refer the Client to the website at www.smartcompanion.care “Refer Your Client” or by email at info@smartCompanion.care.