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INTERNATIONAL DISTRIBUTOR TERMS AND CONDITIONS

All authorized Distributors agree to abide by the following set of terms and conditions.

General Conditions All orders of products manufactured or otherwise supplied by Oxygen Plus, Inc. ("Oxygen Plus") are subject to acceptance by Oxygen Plus and shall be governed by these International Distributor Terms and Conditions (the "Terms and Conditions"). Oxygen Plus may refuse to accept any order in its sole judgment, for any reason or no reason, and Oxygen Plus shall not be liable to Distributor or to any third party for the exercise of its judgment. A purchase order or order form must be sent to the address designated by Oxygen Plus in written format (i.e., email, fax or mail). Orders placed through phone must be confirmed via email. In the event of any discrepancies between a Distributor's purchase order and Oxygen Plus' printed offerings, Oxygen Plus' printed offerings will prevail unless otherwise agreed to in a written document signed by an officer of Oxygen Plus. Any terms or conditions stated on Distributor's purchase order that are different from or in addition to the terms stated in these Terms and Conditions are expressly rejected and shall not apply to any sale of products by Oxygen Plus.

Prices All prices and terms are effective as of January 1, 2016, and will continue in effect until replaced by new published prices. Oxygen Plus reserves the right to change product specifications and pricing at any time.

Cancellations Oxygen Plus will use commercially reasonable efforts to ship accepted orders within 2 weeks of the requested ship date, subject to product availability. Notwithstanding, Oxygen Plus shall not be liable in any respect for failure or delay in the manufacture or shipment of products for any reason. Oxygen Plus may, during any period of shortage, allocate its available supply of products among itself and its distributors on whatever basis it deems appropriate. Any change or cancellation of an order by the Distributor must be in writing and received by Oxygen Plus within 3 business days after order placement, after which time the order will be deemed binding on Distributor unless Oxygen Plus agrees in writing to modification or cancellation of the order. If the Distributor refuses any shipment from Oxygen Plus, the Distributor will be liable to Oxygen Plus for all costs relating to such refusal including, but not limited to, return freight, re-stocking fees, and handling charges.

Payment Terms Prices, charges and payment for the sale of products will be in United States (U.S.) Dollars. Unless otherwise agreed in a writing signed by Oxygen Plus, all orders from Distributor accounts located or designating shipment outside of the U.S. shall require pre-payment in full via bank wire transfer. Distributor shall pay a nominal processing fee of \$25 to Oxygen Plus for each wire, which amount will be added to the shipment invoice.

Delinquent Payment Distributor agrees to reimburse Oxygen Plus for any and all expenses incurred as a result of nonpayment, including but not limited to attorneys' fees and/or fees paid to third party collection agencies. Any unpaid amounts will bear interest at the lesser of 18% or the maximum legal rate. In the event that any invoice becomes past due, or Distributor's account is placed in collection, or if a voluntary or involuntary bankruptcy petition involving Distributor or any of its principal owners is filed, or a debt rescheduling plan has been proposed, or if Distributor makes an assignment for the benefit of creditors, then all outstanding invoices shall become immediately due and payable without any action by Oxygen Plus.

Shipping Terms, Freight All deliveries are made Ex Works (Incoterms 2010) to the production or distribution site specified by Oxygen Plus. If Distributor does not provide Oxygen Plus with a carrier account number or otherwise designate its preferred carrier at the time of order or within three (3) business days following the order, Distributor will be deemed to have requested that Oxygen Plus select the shipper and method of shipment on Distributor's behalf and for its account. All shipments must be shipped via slow boat/vessel, regardless of whether Distributor, its agent, or Oxygen Plus (at Distributor's request) arranges for shipment. Shipping times are contingent on sailing schedules. If Oxygen Plus arranges shipping at Distributor's request, Oxygen Plus will bill the Distributor directly for freight charges and Distributor agrees to pay all such charges in addition to the product price. In the event of freight loss, the Distributor must initiate a freight claim with the carrier. Oxygen Plus bears no responsibility for freight claims, and only insures the shipment to the designated production or distribution site. It is the Distributor's sole responsibility to transfer the shipment from seaport through customs. Any additional shipping, customs, duties or tax expenses are the responsibility of Distributor. Oxygen does not insure delivery for loose and/or small parcel packages that are not palletized.

No Transshipment; Export of Goods Distributor agrees not to directly or indirectly, market products, solicit orders, deliver products, service customers, establish any branch office, maintain inventory, establish any distribution center or otherwise operate its business in connection with Oxygen Plus products at any location outside of the country in which Distributor's principal place of business is located. Any change in the country of Distributor's principal place of business without the prior written notification to and consent of Oxygen Plus shall be grounds for immediate termination of any product order and cancellation of all future orders by Oxygen Plus. Distributor acknowledges that the products may be subject to export and economic restrictions and regulations of the U.S. and other countries, including but not limited to U.S. Export Administration Regulations (collectively, "Export Regulations"). Distributor represents and warrants that it will not use, transfer, release, export or reexport or take any action that could result in the diversion of any Oxygen Plus products or items containing or incorporating any Oxygen Plus products in violation of this section or applicable Export Regulations. Distributor shall screen parties to export transactions against applicable sanctions and denial lists and inform Oxygen Plus if any proposed transaction involves parties on those lists or sanctioned destinations. Distributor shall obtain any approvals that may be required. Distributor is prohibited from selling or providing goods of Oxygen Plus to any third party if such goods are excluded from delivery according to Export Regulations. If U.S. export controls require a license for the export of one or more of the products (or any part thereof or relating thereto) or any other goods or services sold under these Terms and Conditions (i) Oxygen Plus's obligations under these Terms and Conditions are subject to the grant of such export license and (ii) Distributor shall not transfer or dispose of any products or related know-how, technical data, documentation, goods, services or other materials to any party or in any manner which would constitute a violation of U.S. Export Regulations. Breach of this section will entitle Oxygen Plus immediately to terminate any outstanding order without liability to Distributor.

Limitation of Remedies Oxygen Plus makes no warranties or representations, express or implied, whether by statute or otherwise, including any warranties of merchantability, satisfactory quality or fitness for a particular purpose with respect to any product. All such warranties are expressly disclaimed and excluded to the maximum extent permitted by applicable law. The liability of Oxygen Plus shall not be expanded, modified or otherwise altered by any warranty offered by Distributor for the products.

OXYGEN PLUS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF OXYGEN PLUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE, PROFITS OR GOODWILL, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF DISTRIBUTOR OR OTHER USE OR ANY LIABILITY OF DISTRIBUTOR TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER

EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR DEATH IS CAUSED SOLELY BY THE GROSS NEGLIGENCE OF OXYGEN PLUS.

Oxygen Plus's sole and exclusive liability and Distributor's exclusive remedy with respect to products proved to Oxygen Plus' reasonable satisfaction to be defective or nonconforming, and provided Oxygen Plus is notified within one (1) month following shipment, shall be the repair or replacement of such products in Oxygen Plus' sole discretion, without charge or refund of the purchase price upon the return of such products in accordance to Oxygen Plus in accordance with its instructions.

Requirements for Resale Distributor must sell and promote Oxygen Plus products in the format and packaging as delivered by Oxygen Plus. Product and packaging must not be re-labeled or re-branded in any manner and Distributor shall not distort, obscure or alter in any way Oxygen Plus's trademarks, logos or trade dress. Distributor shall make no statements or warranties regarding the products, whether to purchasers or to any other party, that are inconsistent with or contradict the written specifications, labeling, or other then-current product materials provided by Oxygen Plus or which purport to expand or enlarge any written warranty accompanying the products.

Online/Internet Sales, Domains, Marketing Agreement

Unless previously agreed upon in writing, Distributor/Retailer may not sell Oxygen Plus products online. Distributor/Retailer may not purchase or use domains or online platforms/accounts that leverage Oxygen Plus branding, products or social media accounts that may confuse or mislead the customer into thinking they are purchasing from Oxygen Plus. Distributor/Retailer may not compete with Oxygen Plus marketing efforts by purchasing Oxygen Plus brand-related key words or search terms nor create or re-use/re-purpose content/imagery in the likeness of the Oxygen Plus brand that may interfere with Oxygen Plus marketing efforts. Distributor/Retailer cannot purchase Oxygen Plus related/branded.

Compliance with Laws. Distributor shall conduct its operations in compliance with all applicable laws and regulations of all jurisdictions having contact with the transactions contemplated by these Terms and Conditions, including but not limited to: (i) laws relating to the shipment of hazardous materials, (ii) Export Regulations, as defined above and (iii) the U.S. Foreign Corrupt Practices Act of 1977, as amended. Distributor will, without limitation, obtain and maintain, at Distributor's expense, all licenses, permits, registrations, authorizations, certificates, consents, waivers, receipts, qualifications, clearances and approvals of any type or character whatsoever (whether public or private) as needed to authorize Distributor's import, storage, distribution, use, marketing, transportation and sale of the products.

Required Conditions of Storage Distributor acknowledges that oxygen vigorously accelerates combustion and flame. Distributor agrees not to use or store Oxygen Plus canisters near flames, sparks, heat, fuels or combustible material, or to puncture or incinerate canisters. Distributor shall not expose the products to heat or store at a temperature above 120 degrees Fahrenheit. Keep out of the reach of children. Distributor is responsible to be aware of, and adhere to, all applicable government regulations for the storage of compressed gas, including oxygen, which is considered a hazardous material (HazMat). Distributor shall immediately inform Oxygen Plus if it becomes aware of any accidents or incidents in connection with the products which result in personal injury or damage to property. Distributor must fully cooperate with Oxygen Plus in order to clarify and identify the cause of such accidents or incidents. Distributor shall provide Oxygen Plus with all explanations, reports and tests which have been made or carried out by Distributor or which have been made available to Distributor by third parties. The provision of such information to and the examination of the same by Oxygen Plus do not give rise to liability of Oxygen Plus for such accidents or incidents.

Return Policy and Customer Complaints Due to the nature of the product and proprietary

packaging specifications, Oxygen Plus product returns are permitted in rare instances. Kindly contact our customer support for the required steps in authorizing a lawful return. Oxygen Plus takes all customer complaints seriously, evaluates all return claims through a comprehensive process, and provide results of the investigation to the complainant. To make a customer complaint, please contact Oxygen Plus by email or phone within 30 days of purchase. A Complaint Form will be emailed to you with detailed instructions requesting information (i.e., product and packaging handling, usage). Please email orders@oxygenplus.com or call (952) 955-8880 during business hours with any questions on our return policy or customer complaints.

Oxygen Plus Policies Distributor agrees to comply with all policies and requirements relating to the distribution and sale of products that Oxygen Plus may promulgate from time to time, including but not limited to policies regarding storage and handling of products, marketing and promotion, and pricing policies. Distributor shall, in all its activities, protect the good name and goodwill of Oxygen Plus, its products and its intellectual property.

Confidential Information Distributor agrees for itself and its employees, agents and representatives that they shall not disclose to any third party and shall maintain as confidential, any and all confidential information provided to Distributor by Oxygen Plus. Such confidential information shall include, without limitation, information concerning the business, finances, proposed products, product development, marketing and/or sales plans, special project pricing, contracts, business or operational know-how of Oxygen Plus and any other information deemed confidential by Oxygen Plus. Upon the reasonable written request of Oxygen Plus, Distributor shall provide Oxygen Plus with written information regarding its marketing and sales activities in regard to Oxygen Plus products as well as information regarding parties that have purchased Oxygen Plus products from Distributor, including but not limited to the following information for each purchaser: name, contact information, quantities and types of products purchased, prices paid, frequency of purchases, intended use of products, and such other information relating to purchaser that Oxygen Plus requests.

Status of Parties Distributor shall at all times be an independent contractor purchasing and reselling products. Nothing contained in these Terms and Conditions will be interpreted or construed to characterize the relationship between Oxygen Plus and Distributor as a joint venture, partnership, employment or franchise relationship for any purpose. Neither party has the authority to, and neither party shall make any representation, prepare documents or statements on behalf or in the name of the other party, give any warranties, accept orders, enter into a contract on behalf of the other party, or obligate the other party in any manner, unless expressly authorized to do so in writing by the other party. Distributor agrees to indemnify, defend and save Oxygen Plus harmless from and against any and all claims, damages and expenses (including attorney fees), which result from or arise out of any unauthorized, wrongful, negligent or intentional statement, act or omission by the Distributor, its agents or employees in connection with the sale of Oxygen Plus products or the conduct of Distributor's business. Distributor agrees to carry general liability insurance with a reputable insurance carrier with limits adequate to cover its operations and indemnification obligations hereunder, with minimum limits of Two Million Dollars (2,000,000 USD) and naming Oxygen Plus as an additional insured. Upon reasonable written request, Distributor shall provide Oxygen Plus with ongoing evidence of such coverage(s), including certificates of insurance and evidence of proper endorsements.

Assignment Distributor shall not assign its rights or delegate its responsibilities under these Terms and Conditions, in whole or in part, without the prior written consent of Oxygen Plus. Any attempted assignment that is in violation of this provision is null and void. Oxygen Plus reserves the right to cease the assignment of Distributor/Retailer at any time.

Entire Agreement; Amendment; Waiver These Terms and Conditions embody the entire agreement between Oxygen Plus and Distributor concerning the subject matter of these Terms and Conditions, and supersede all prior and contemporaneous agreements between the parties. Except as otherwise provided herein, these Terms and Conditions may be amended only by an instrument in writing signed by both parties which expressly refers to these Terms and Conditions and specifically states that it is intended to amend

it. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions will not be construed to be a waiver of such provision or of the right of that party to subsequently enforce any such provision.

Governing Law and Arbitration The construction, interpretation and performance of these Terms and Conditions shall be in the English language and in accordance with the laws of the State of Minnesota, U.S.A., without regard to conflicts of law principles that may result in the application of the law of another jurisdiction. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms and Conditions does not apply and is strictly excluded. With the exception of any action initiated by Oxygen Plus relating to the enforcement of Oxygen Plus’s intellectual property rights (which actions Oxygen Plus may initiate in any court having jurisdiction over Distributor), all disputes between the parties arising under or relating to these Terms and Conditions or the making, the performance or interpretation thereof, and the relationship of the parties, will be settled, upon demand and written notice by either party, by arbitration. The arbitration proceedings will be conducted in Minneapolis, Minnesota under the International Commercial Arbitration Rules of the International Centre for Dispute Resolution, to the extent such rules are not inconsistent with the provisions of these Terms and Conditions. The arbitrator will have had at least five (5) years’ experience in the areas of international distribution and contract law. The written decision of the arbitrator will be final and binding on all parties; provided, however, the arbitrator may not under any circumstances: (i) assess punitive or exemplary damages; or (ii) make any award which extends or modifies any lawful term of these Terms and Conditions. Judgment upon the award of the arbitrator may be entered in any court having proper jurisdiction. Arbitration will be conducted in English. The parties agree to abide by the rules stated in the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2016.

Oxygen Plus, Inc.

Second Party

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Its: _____

Its: _____