



International Manufacturing & Design, Inc.

AMCO International Manufacturing & Design Inc Indemnification Policy:

AMCO International Manufacturing & Design Inc. shall defend, indemnify, hold harmless, and, at its option, settle any claims or actions for injury or damages to persons or tangible property brought against any person or entity who uses an Automated External Defibrillator (AED) that is powered by an AMCO International Manufacturing & Design Inc. battery or who purchases, rents, or leases an AED that is powered by an AMCO International Manufacturing & Design Inc. battery from one of its authorized distributors.

This Indemnification shall only apply if: (1) such claim or action arises from the mechanical or electrical failure or malfunction of the AMCO International Manufacturing & Design Inc. battery; (2) a data card was used to record the event which is the subject of the claim; and (3) such claim or action did not result from the negligence, gross negligence or improper acts of any person or entity not employed by or under the control of AMCO International Manufacturing & Design Inc.

This indemnification does not extend to or cover any claims involving:

- A device not kept in proper working order
- Failure to replace a depleted battery pack
- Use of out of date or non-AMCO International Manufacturing & Design Inc. batteries
- Operation of a device by a person without authorization
- Failure to use a device in compliance with state and/or local regulations including those regarding medical direction or supervision
- Failure to follow the operating instructions.

This indemnification is expressly contingent on the person(s) or entity(ies) promptly providing AMCO International Manufacturing & Design Inc. with: notice of any such claim or action obtaining actual knowledge thereof; accurate and complete assistance and information, including the AED data card and the device containing the record of the event which is subject to the claim or action; and the unrestricted authority to defend or settle such claim or action, provided, however, that the person or entity seeking indemnification shall have the right to participate at its own expense in any such defense or settlement.

Authorized Signature:

A handwritten signature in blue ink, appearing to read "Peter M. [unclear]".

Date:

2/7/22