

MEMBER MARKETING AGREEMENT

This is a Member Marketing Agreement (Agreement) effective as of _____, 20__, by and between Medical Equipment Distributors II, LP, a Texas limited partnership d/b/a The MED Group, ("MED") and _____, a _____ ("Member").

Background

A. MED is a group purchasing, network management and business services organization.

B. MED has entered into an agreement with Sleep Access, LLC ("Sleep Access") to market Sleep Access's sleep wellness program to employers.

C. Member is a member of MED's group purchasing organization. Member has contacts with employers that may be potential clients of Sleep Access's sleep wellness program, and is willing to market the program to such employers on MED's behalf.

D. MED and Member wish to enter into this agreement to set forth the terms on which Member will market the Sleep Access program.

Terms

In consideration of the mutual covenants contained in this Agreement, MED and Member agree as follows:

1. **Marketing Services.**

(a) Member will inform employers about the Sleep Access program and will forward to MED information about any employer that expresses interest in the program, including the name and title of Member's contact and other information requested by MED. Member will conduct all marketing activities in accordance with applicable law and with policies of MED or Sleep Access of which Member has received notice.

(b) MED will furnish to Member marketing materials and other information provided by Sleep Access concerning the Sleep Access sleep wellness program. Member will not use marketing materials other than those provided by Sleep Access without MED's prior written authorization.

(c) If an employer with which Member has made the initial contact regarding the Sleep Access program enters into a contract with Sleep Access for sleep wellness program services for a term of 36 months or more as a result of Member's marketing efforts, Sleep Access is obligated under its contract with MED to pay to Member commission of 4% of amounts actually paid by employer to Sleep Access during the initial term of the employer's agreement with Sleep Access, provided Member is in good standing with MED. MED will forward

Member's commission payments to Member monthly,. No commission payment will be due to Member if the client employer fails to make payment to Sleep Access.

(d) Member will have no authority to bind MED or Sleep Access, and will enter into no agreement commitments on behalf of either MED or Sleep Access. Sleep Access will not be obligated to enter into an agreement with any employer referred by Member. The decision whether to enter into an agreement with any employer is in Sleep Access's sole discretion

(e) Member will be responsible for its own expenses in providing marketing services under this Agreement.

2. Term and Termination.

(a) This Agreement will be effective as of the date in the first paragraph and will continue in effect until the expiration or termination of the agreement between MED and Sleep Access.

(b) Either party may terminate this Agreement at any time, with or without cause, by giving the other party 90 days written notice.

(c) This Agreement will terminate automatically upon the termination or expiration of the agreement between MED and Sleep Access.

(d) Upon expiration or termination of this Agreement, Sleep Access is obligated under its contract with MED to continue to pay commissions to MED Members in good standing with MED, arising out of contracts entered into with employers before the date of termination, subject to any in accordance with the other terms of this Agreement.

3. Confidential Information; Intellectual Property.

(a) Member will not use, disclose or reproduce, or permit any other person or entity to use, disclose or reproduce, for its own benefit or for the benefit of any other person or entity, any confidential or proprietary information of MED or Sleep Access, including but not limited to disease management protocols, sales materials, customer lists, pricing information, software, forms, sales techniques, marketing strategies, operational procedures and any other information whose disclosure could result in competitive or economic harm to Sleep Access or MED. Member acknowledges that a breach of this section will cause irreparable damage to Sleep Access or MED that cannot be adequately compensated by monetary damages, and that Sleep Access or MED will be entitled to temporary and permanent injunctive relief in the event of a breach or threatened breach by Member, without the necessity of posting bond, in addition to all other remedies available to Sleep Access or MED at law or in equity. Upon termination or expiration of this Agreement, or upon request of MED or Sleep Access, Member will return all confidential or proprietary information of MED or Sleep Access, including any copies thereof, whether in hard copy, electronic or other form, along with all notes, memoranda and documents prepared by Member that include or relate to any such proprietary or confidential information.

(b) No provision of this Agreement is intended or will be construed to grant to Member any ownership in any trademark, service mark or trade name of Sleep Access, or any or any right to use any such trademark, service mark or trade name, except for the use and distribution of marketing materials prepared by Sleep Access.

4. Indemnification. Member will defend, hold harmless and indemnify Sleep Access against any and all claims, liabilities, damages or judgments, including reasonable attorneys' fees, asserted against or incurred by Sleep Access as a result of the negligent acts or omissions of Member or persons within Member's control, in the discharge of its or their responsibilities under this Agreement.

5. Miscellaneous.

(a) Relationship of Parties. The relationship between MED and Sleep Access established by this Agreement is solely that of independent contractors. Neither party will be considered the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other party, except with the express prior written consent of the other party.

(b) Assignment; Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement will not be assignable by either party without the other party's written consent.

(c) No Waiver. Neither the waiver by either party of any breach of or default under any of the provisions of this Agreement, nor the failure of either party to enforce any of the provisions of this Agreement or to exercise any right hereunder, will be construed as a waiver of any subsequent breach or default, or a waiver of any rights or provision hereunder.

(e) Governing Law. In any dispute to which Sleep Access is a party, or in which the construction of the agreement between MED and Sleep Access is relevant, Tennessee law will govern and venue will lie exclusively in the state or federal courts of Davidson County, Tennessee. In any other dispute between MED and Member related to this Agreement or the obligations of the parties hereunder, Texas law will govern and venue will lie exclusively in the state and federal courts of Lubbock County, Texas.

(f) Entire Agreement. This Agreement is the entire agreement between the parties as to its subject matter, and supersedes all prior written or oral agreements, express or implied, with respect to its subject matter. This Agreement may be amended only by a writing executed by the parties.

(g) Notices. Any notice required or permitted to be given under this Agreement will in writing and will be hand delivered, sent by certified mail with return receipt requested, or delivered by overnight courier service providing written proof of delivery, addressed as follows:

If to MED: The MED Group
3223 South Loop 289, Suite 600
Lubbock, TX 79423
Attn: _____

If to Member: _____

Attn: _____

or to such other address as either party may designate by notice pursuant to this section.

IN WITNESS WHEREOF, MED and Member have executed this Agreement as of the date first above written.

MEDICAL EQUIPMENT DISTRIBUTORS II, LP
d/b/a THE MED GROUP

By: _____

[Member]

By: _____

2154SleepMktgAgt030409.doc