	Compan	y Information			
Company / Applicant Name:		Trade Name/DBA;			
Billing Address:		Shipping Address:	Shipping Address:		
It is very important that this application is returned.		Please Attach Additional Sheet If More Shipping Locations			
Telephone #: () -		Telephone #: ()	-		
Fax #:() -		Fax #: () - Annual Sales: \$ Requested Credit Limit: \$			
Date Established: / / Years at Location:		Annual Sales: \$	Requeste	Cash with order	
PLEASE CHECK ONE Proprietorship Corporation Partnership Other		PLEASE Own Business CHECK Rent Your Busi	ness?	Credit card (please attach CC information)	
Federal Tax ID # (for Corporation):		ONE If Rent, from whom?			
Anticipated Monthly Sales: \$			Are you affiliated with any other Oticon customers?		
		, ,	If so, under what name or account #?		
Full name of owner(s), (Or an auth	orized officer of corporatio	on), List home address & zip o	ode for partr	ership or individual.	
Owner Name	Address	Social Security #	E-mail A	ddress	
A.					
B.					
	Co	ontacts			
A/P Contact Titl	<u> </u>		Phone #: () -	
Is a Purchase Order # Required		ce Copies Required\:	E-mail Add	ress:	
Primary Dispensing Contac		Dispensing Licen	se #:		
Phone #: () -		E-mail Address:			
D.,	ocont Major Curr	liers / Trade Defer	0000		
Name of Vendor	Address	Dilers / Trade Refer	ences	A = = = = + + +	
	Address	Telephone #		Account #	
A.					
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C.	Bank	References			
C.	Bank	References Telephone #:			
C. Name of Bank:	Bank	Telephone #:	ate: Z	ip:	
	Bank	Telephone #:	ate: Z	ip:	
C. Name of Bank: Address: Checking Account #: Has applicant or any of its principals events bankruptcy? If yes, explain on a separa	er filed a voluntary petition in	Telephone #: City: State Loan Account #: Has a tax line or civil suit be within the last six years? If	en filed agains	<u> </u>	
C. Name of Bank: Address: Checking Account #: Has applicant or any of its principals eve	er filed a voluntary petition in te sheet of paper. m date of invoice. Past due b. ge of 1 ½ % per month shall be made o sais, will be due and payable every thirt tconsumer credit reporting agencies. a. It is agreed and understood that all ne	Telephone #: City: St. Loan Account #: Has a tax line or civil suit be within the last six years? If No Yes alances are subject to a finance nall sums due our company which have not y days thereafter. Applicant's signature ce and any or all of the trade and bank referer cessary collection and legal expenses of 25	en filed agains: yes, explain or charge of 1½2 been paid by the 3 rtifies that the above, to % plus interest may	t applicant or any principal a separate sheet of paper. 6 monthly or 18% annually. On the word to be month following billing. We information is correct. As a part of the gether with any other references while the charged to the debtor in the event.	
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INDIVIDUAL PERSONAL GUARANTEE

	Date	20_		
I,	, re	esiding at		for
and in consideration of	of your extending	at my reque	est to (hereina	fter referred to as
"Company"), of which	ch I am the owne	er, hereby po	ersonally gua	rantee to you the
payment at Oticon I	nc, in the State	of New Jer	rsey of any	obligation of the
Company and I hereb	y agree to bind m	yself to pay	you on demar	nd any sum which
may become due to ye	ou by the Compar	ny whenever	r the Compan	y shall fail to pay
the same. It is unders	tood that this gua	ranty shall b	e a continuin	g and irrevocable
guaranty and indemni	fy for such indebt	tedness of the	e Company.	I do hereby waive
notice of default, non-	-payment and not	ice thereof a	nd consent to	any modification
or renewal of the cred	lit agreement herl	oy guarantee	ed.	
Signature:			_	
Witness:			_	
Address:			_	



HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate A	greement, date	ed as of _		, 20	("BA
Agreement"), supplements and is	made a part of	the Services A	Agreement (as o	defined belo	w) by
and between	("Cover	ed Entity") a	and Oticon, In	c its subsid	iaries,
joint ventures, partnerships, and	parent entities	("Business A	Associate"). Co	overed Entir	ty and
Business Associate may be referr	red to herein co	ollectively as	the "Parties"	or individua	ally as
"Party."					

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement (as defined below) pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as amended by the Omnibus Final Rule (2013) (collectively referred to herein as "HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and related regulations promulgated by the Secretary, the Privacy Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E); the Security Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C); and the Breach Notification Regulations (45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D); all as amended by the HIPAA Omnibus Final Rule (collectively referred to herein as the "HIPAA Regulations").

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Definitions</u>. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

"Service Agreement" shall mean the underlying agreement(s) that outline the terms of the services that Business Associate agrees to provide to Covered Entity and that fall within the functions, activities or services described in the definition of "Business Associate" at 45 CFR § 160.103.

- 2. <u>Obligations and Activities of Business Associate</u>.
- a. <u>Use and Disclosure</u>. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.



- b. <u>Appropriate Safeguards</u>. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Regulations to prevent the use or disclosure of the Protected Health Information, other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Regulations.
- c. <u>Reporting</u>. Business Associate agrees to promptly, and at most within thirty (30) business days, report to Covered Entity any of the following:
- i. Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.
- ii. Any Security Incident of which Business Associate becomes aware and resulted in the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - iii. The discovery of a Breach of Unsecured Protected Health Information.

A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Services Agreement or to the Privacy Officer of Covered Entity.

- d. <u>Investigation</u>. Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.
- e. <u>Reports and Notices</u>. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- f. <u>Subcontractors</u>. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- g. <u>Access to Designated Record Sets</u>. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, within fifteen (15) business



days of such request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and shall cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

- h. <u>Amendments to Designated Record Sets</u>. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, within fifteen (15) business days of any such request. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within fifteen (15) business days of such request and shall cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- i. <u>Access to Books and Records</u>. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, within three (3) business days of such request or in the time and manner otherwise designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- j. <u>Accountings</u>. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.
- k. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, within forty (40) days of a request by Covered Entity, information collected in accordance with Section 2(k) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and shall cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- 1. <u>Encryption and Destruction</u>. Business Associate and Covered Entity shall implement and use such technologies and methodologies, including without limitation, Encryption and Destruction, which the Secretary of HHS identifies from time to time as rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals, as appropriate to safeguard PHI.



3. Permitted Uses and Disclosures by Business Associate.

- Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the Business Associate only disclose the Minimum Necessary Protected Health Information, and (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- Deidentification. The Business Associate shall not use de-identified Protected Health Information in any manner without the express written authorization of the Covered Entity.
- Data Aggregation. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity if requested by the Covered Entity in writing.
- Permissible Requests by Covered Entity. Covered Entity shall not request Business 4. Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination.

- <u>Term</u>. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received or maintained by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:



Oticon, Inc.

- i. Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and/or (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion; or
- ii. Notwithstanding anything contained in the Services Agreement to the contrary, if Business Associate has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and/or (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion.

c. Effect of Termination.

- i. Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- Compliance with HIPAA Transaction Standards. When providing its services and/or 6. products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate shall make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and Subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 7.



7. <u>Miscellaneous</u>.

- a. <u>No HIPAA Agency Relationship</u>. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under HIPAA, HIPAA Regulations, or the HITECH Act. No terms or conditions contained in this BA Agreement shall be construed to make or render Business Associate an agent of Covered Entity.
- b. <u>Regulatory References</u>. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.
- c. <u>Amendment</u>. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.
- d. <u>Survival</u>. The respective rights and obligations of Business Associate under Sections 5(c), 6 and 8 of this BA Agreement shall survive the termination of the Services Agreement or this BA Agreement.
- e. <u>Interpretation</u>. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.
- Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(e) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, exclusive of conflict of law rules. Each Party hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the State of New Jersey, County of Somerset. The Services Agreement together with this BA Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the Parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless executed by both Parties in writing.



IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

	OTICON, INC
[COVERED ENTITY]	
	By: There Amoly
By:	Name: Irene Hnidj
Name:	Title: Manager, Transactional
Title:	Excellent

Dear Valued Partner:

Oticon Opn™ is opening up a world of sound for people across the US and around the world. You are a major contributor to that success. Your expertise and commitment to quality care are key to ensuring that Opn and all Oticon hearing solutions achieve their full potential to benefit patients.

That is why for nearly 10 years, we have had in place – and remain firmly committed to – unilateral guidelines that clearly state that Oticon will supply its products ONLY to distributors who fit and sell Oticon products to end users through face-to-face consultations. When distributors buy Oticon hearing aids online with no intention to dispense the hearing aids to patients in a face-to-face environment, they are "unauthorized" and in direct violation of Oticon's Distribution Policy.

We Quickly Address Violations

While violations of Oticon's Distribution Policy are infrequent, we are vigilant to unusual activities that might signal a violation is underway.

When we become aware of distributors that do not adhere to Oticon guidelines, our response is swift and decisive. Following an in-depth investigation, we notify the unauthorized distributor, cancel all pending orders and immediately close the distributor's account.

Unauthorized distributors often enlist hearing care professionals to obtain Oticon products on the pretext that the professionals themselves intend to make the product available through their practices. In fact, the products are funneled by the hearing care professionals to the distributors whose intent it is to sell the products via online outlets with no requirements for face-to-face fittings.

In these situations, we immediately cancel all pending orders from the hearing care professional "intermediaries" and close their accounts — effectively cutting off the supply chain.

We Protect Consumers

Consumers deserve quality hearing instruments coupled with quality hearing health care. When consumers unknowingly purchase from unauthorized distributors, the unfortunate result is that they do not get the benefit of a skilled professional guiding their fitting. In fact, they risk getting far less benefit from their instruments than when those same instruments are fit in a face-to-face consultation. What may appear to be a low cost option becomes, in reality, a hearing solution that fails to deliver on its potential due to inadequate hearing care.

Please be assured that we will continue to vigilantly monitor these situations and will act immediately if violations occur.

We are committed to ensuring the success of hearing care practices that adhere to our Distribution Policy.

We value your partnership and thank you for choosing Oticon.

Gary Rosenblum

President, Oticon, Inc.

Follow me on LinkedIn



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Unilateral Guidelines for the

Distribution of Oticon, Inc. Products

Effective: November 9th, 2007 Updated: January 1, 2019

Oticon, Inc. ("Oticon") is a manufacturer of premium digital hearing aids. The reputation, brand image and value of Oticon Products (Products are defined as all Oticon hearing aids, FM Systems, Accessory devices and related parts) is enhanced by offering Oticon products only through high quality distributors that (i) provide end users with high levels of expertise and service, including proper fitting of Oticon products through personal relationships; (ii) employ credentialed and trained hearing care professionals; (iii) provide services and support to end users after purchasing Oticon products; and (iv) comply with all applicable federal and state laws and regulations pertaining to dispensing hearing instruments. Oticon believes these aspects of the distributor-customer relationship are critical to the successful dispensing of Oticon products, and are best achieved by distributors that exclusively fit and sell Oticon products to end users through "face-to-face" inperson consultations.

Products (the "Guidelines") which are applicable to distributors who either collect money from the sale of Oticon products and/or dispense Oticon products to end users ("Distributor(s)"). Oticon will supply its products to Distributors that themselves fit and sell Oticon products to end users through face-to-face in-person consultations. Oticon will, without assuming any liability, refuse to accept new orders from Distributor(s) that fail to unilaterally fit and sell Oticon products to end users with face-to-face in-person consultations. Examples of violations of the Guidelines include sales of Oticon products through catalogues, mail order, or over the internet, as such sales are effectuated without face-to-face in-person consultations between end users and Distributors.

In the US, hearing aids are defined as Medical Devices by the Food and Drug Administration ("FDA") under 21 CFR 801.420, and subject to the labeling and packaging requirement from the FDA (21 CFR 801 Subchapter H). The distribution of hearing aids by an international distributer to an end user in the US will not meet the FDA requirements and are not in compliance with the Guidelines for the Distribution of Oticon Products. Oticon, at its discretion, may not honor the warranty from overseas purchase through the internet and may

not perform repair services.

Oticon products are for direct shipping to hearing care professionals. Distributors who purchase hearing aids and then resell or distribute those hearing aids themselves to hearing care professionals without authorization from Oticon will be in violation of Guidelines and subject to the actions of the Guidelines.

Each Distributor is free to choose whether or not they will honor these Guidelines. Oticon will determine independently that the requirements of these Guidelines are being met. Oticon will notify Distributors not meeting these Guidelines, in which case Oticon will cancel all pending orders and decline to accept any new orders.

Please note that these Guidelines do not in any way constitute a request for, nor will Oticon accept an agreement with any Distributor concerning compliance with these Guidelines. These Guidelines do not constitute a "policy" as that term is used in any distribution agreement. Oticon will not discuss any conditions of acceptance related to these Guidelines, as it is non-negotiable and will not be altered for any Distributor. Nor will Oticon communicate with any Distributor concerning another Distributor's compliance with these Guidelines. Oticon employees, other than the Oticon Guidelines Administrator, have no authority to modify or grant exceptions to these Guidelines.

Additionally, Oticon employees have been instructed not to discuss these Guidelines. Therefore, please do not attempt to do so. Any questions regarding these Guidelines should be set forth in writing or email, and directed to: Oticon Account Compliance Team, Oticon, Inc., 580 Howard Avenue, PO Box 6724, Somerset, New Jersey 08875, accountcompliance@oticon.com.

These Guidelines may be modified, suspended or discontinued at any time, with notice to all Distributors, at the sole discretion of Oticon. Additionally, Oticon reserves the right to unilaterally grant exemptions to these Guidelines, in which case the Oticon Guidelines Administrator will so advise the exempted Distributor.





Sales & Use Tax Resale/Exemption Certificate

Dear Valued Partner,

As a result of the June 21, 2018, U. S. Supreme Court (South Dakota v. Wayfair, Inc.) decision, Oticon, Inc. is proactively updating Resale and Exemption Certificates for all of our Valued Partners.

Please visit Oticon.com and select the "Tax Exemption Certificate" link located in the footer of the page under "Inside Oticon" to obtain your state's certificate. When completing the applicable certificate, please include your Sales Tax Registration Number issued by your state and your Oticon Customer Number. Sign, date and send your completed Resale or Exemption Certificate within 30 days via one of the communication methods below:

- Email to: partnersetup@oticon.com
- Mail to:

Oticon, Inc. Attn: Lydia Reilly 580 Howard Avenue Somerset, NJ 08873

If you are unsure of which form to fill out, we encourage you to reach out to your tax advisor.

If a certificate is not received your account will be marked as taxable and tax will be charged on all items deemed taxable by each state.

If you have already submitted a completed certificate, then please disregard this request.

Thank you in advance for your cooperation and prompt response.

Sincerely,

Oticon Tax Department

