

# Insulet Corporation

## INSULET PERSONAL DIABETES MANAGER ('PDM') TRAVEL LOAN AGREEMENT

### PARTIES

- 1) Insulet Canada Corporation, a company incorporated in Canada whose office address is 1540 Cornwall Rd, Suite 201, Oakville, Ontario L6J 7W5; and
- 2) \_\_\_\_\_, with an address of \_\_\_\_\_ ("You").

### PLEASE READ CAREFULLY

These are the terms and conditions ("Conditions") on which we offer to supply travel loan PDMs to Omnipod<sup>®</sup> Insulin Management System and Omnipod<sup>®</sup> DASH Insulin Management System users.

You must read, understand and accept these Conditions before we can accept your order for a travel loan PDM.

If you are unsure about any of the Conditions, please contact Omnipod<sup>®</sup> Customer Care at 1-855-POD-INFO (1-855-763-4636).

Please read, in particular, the Equipment replacement penalty in clause 2 and the limitations which apply to our liability in clause 5.

### 1. Interpretation

The following words have these meanings throughout the Conditions:

**we, us, or our:** means Insulet;

**Equipment:** means either the Omnipod<sup>®</sup> System or the Omnipod DASH<sup>®</sup> System Personal Diabetes Manager;

**Travel:** means \_\_\_\_\_ (start date) to \_\_\_\_\_ (end date);

**Replacement Penalty:** means the sum of \$500 (excluding taxes) or the forfeiture of your one-time PDM replacement for non-warranty related issues;

**Return Period:** means not more than two (2) weeks from the end of your Travel.

### 2. Agreement

(a) We agree to loan the Equipment to You for your Travel subject always to the following and you hereby agree that:

- (i) If You lose, destroy, tamper, repair or attempt to repair or damage the Equipment; or
- (ii) Except for use of the Equipment because your existing PDM has a defect or mechanical error (see clause (b) below), if the Equipment is returned to us in a used condition or is programmed with any data; or
- (iii) If You do not return the Equipment to us in the provided envelope by the Return Period;

You will incur Replacement Penalty upon our demand.

(b) If you use the Equipment because your existing PDM has a defect or mechanical error and cannot be reset, then we will not demand the Replacement Penalty.

### 3. Using the Equipment

In the event that you experience issues with your existing PDM while travelling, please call Omnipod<sup>®</sup> Customer Care at 1-855-POD-INFO (1-855-763-4636) within North America or 513-562-6446 when calling outside of North America to troubleshoot. In the event that the issue cannot be resolved, you will be instructed to transition to the travel loan PDM.

#### 4. Who owns the Equipment

You acknowledge that:

- (a) we will at all times retain the ownership of the Equipment; and
- (b) You will have no right of ownership in the Equipment.

#### 5. Excluding our liability

We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud or fraudulent misrepresentation. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both You and us at the time when the Agreement was made, or (ii) loss which relates to your business, trade, craft or profession to the extent that it would not be suffered by a buyer who is a consumer. This is because we believe that You are not using the Equipment wholly or mainly for the purposes of your business, trade, craft or profession.

#### 6. Personal Agreement

This Agreement is personal to you. We provide the Equipment only to and for You. You cannot transfer your rights under this Agreement to any other person. The Equipment is not to be used by any other person. We can transfer all or any of our rights and obligations under these Terms to another organization, but this will not affect your rights under these Conditions.

#### 7. To cancel an order or to end the Agreement

Please let us know by doing one of the following: Call Omnipod® Customer Care at 1-855-POD-INFO (1-855-763-4636) or email us at [loaners@insulet.ca](mailto:loaners@insulet.ca). Please provide Your name, home address, details of the order (if applicable) and, where available, Your phone number and email address.

#### 8. General

If we do not insist immediately that You do anything you are required to do under these Conditions, or if we delay in taking steps against You in respect of your breaching this Agreement, that will not mean that You do not have to do those things and it will not prevent us taking steps against You at a later date.

Any variation of the Conditions or this Agreement can only be made in writing and signed by You and one of our authorized representatives.

#### 9. Governing law

This Agreement will be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law provision.

Signature: Janet James

Signature: \_\_\_\_\_

Signed on behalf of Insulet Canada Corporation

Signed by PDM User or their Legal Guardian